



Tender Enquiry

For

Supply, Installation, Commissioning & Running of “New 3Tesla MRI System/Centre” on PPP (Model) basis

at

Regional Institute of Medical Sciences, Imphal

CRITICAL DATE SHEET

NIT No.	11-RIMS-Hos/MRI-Opex
Published Date	20-05-2025 at 5:45 PM
Bid Document Download / Sale Start Date	20-05-2025 at 6:30 PM
Pre bid meeting	29-05-2025 at 2:30 PM
Bid Submission Start Date	05-06-2025 at 9:00 AM
Bid Submission End Date	25-06-2025 at 4:00 PM
Bid Opening Date	27-06-2025 at 3:00 PM



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्था)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414750
e-mail : rims@rims.edu.in
website : www.rims.edu.in

RIMS, Imphal, is an Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India.

DISCLAIMER

The information contained in this document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Institute or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This invitation to tender is not an agreement and is neither an offer nor invitation by the Institute to the prospective Applicants or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this tender (the "Application"). This tender includes statements, which reflect various assumptions and assessments arrived at by the Institute in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This tender may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtain independent advice from appropriate sources.

Information provided in this tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Institute also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this tender.



The Institute may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender.

The issue of this tender does not imply that the Institute is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Service Provider, as the case may be, for the Project and the Institute reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Institute or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Institute shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

INTRODUCTION

- A. RIMS, Imphal, proposes to setup a New 3T MRI Machine in its premises. The key objective is to provide access to high quality MRI Scan under PPP mode at low pricing to patients at an affordable cost.

RIMS, Imphal, (the “Institute”) has decided to provide MRI Scan services through PPP model. The Project comprises of setting up of MRI Scan facility in the premises of RIMS, Imphal, at place identified by the institute for which certain concession would be granted to the selected Bidder for development of the MRI Scan facility. The Institute intends to award the Project to suitable Applicants (the “Bidders”) through an open competitive process in accordance with the procedure set out herein.

- B. The selected Bidder (the “Service Provider”) shall be responsible for Development (Where “Development” means financing, design, build, equip, operate, maintain and manage the MRI Scan unit) and use of this MRI Scan centre under and in accordance with the provisions of an agreement to be entered in to between the Service Provider and the Institute in the form provided by the Institute as part of the bidding documents to be issued to the selected applicant.
- C. The scope of work will broadly include developing MRI Scan center entailing financing, designing, building, equipping, operating, maintaining and managing such a facility thereof.
- D. The assessment of Project costs will have to be made by the Bidders.
- E. The Institute shall receive offers pursuant to this tender in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Institute, and all offers shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of tenders.

Brief description/instructions of bidding Process

1. The Bidders will be called upon to submit their technical and financial offers (the “Bids”) for the Project in accordance with the tender documents and further amendments time to time as provided by the Institute (collectively the “Bidding Documents”). An appropriate procedure shall be prescribed by the Institute for bidding and evaluation of the bids.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्था)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414750
e-mail : rims@rims.edu.in
website : www.rims.edu.in

2. Bidder will be required to deposit, along with its Bid, a refundable bid security, the amount of which shall be specified in the tender. Selected bidders Bid Security shall be retained till they provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Institute and in such event, the validity period of the bank guarantee shall not be less than 90 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Institute.
3. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
4. As part of the Bidding Documents, the Institute will provide a draft Agreement and other information relevant to the Project available with it.
5. The service period shall be pre-determined, and will be indicated in the draft Agreement forming part of the Bidding Documents.
6. The Service Provider shall be entitled to levy and charge a pre-determined user fee, as per the provisions described in the Bidding Document.
7. Further and other details of the process to be followed and the terms thereof will be spelt out in the Bidding Documents.
8. Any queries or request for additional information/ queries concerning this tender shall be submitted in writing via post and/or e-mail to the Institute.
9. Online tender in Two bids (Technical and Financial) is invited on behalf of Director, RIMS, Imphal, for providing of "New MRI Machine" for 7+3 Years on PPP basis at RIMS, Imphal. Manual bids shall not be accepted.
10. Bidder who has downloaded the tender from through RIMS web site www.rims.edu.in and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid shall be completely rejected and Bidder is liable to be banned from doing business with RIMS, Imphal.
11. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
12. Tender document may be downloaded from RIMS web site www.rims.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
13. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>
14. Manual bid shall not be accepted in any circumstance.
15. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414750
e-mail : rims@rims.edu.in
website : www.rims.edu.in

INDEX

S. No.	Content	Chapter No. / Annexure No.	Page No.
1.	Instructions to Bidders for e-tender Participation	Chapter-I	6-8
2.	General Information to Bidders	Chapter-II	9-11
3.	General Terms and Conditions	Chapter-III	12-22
4.	Pre-Qualification Criteria for Bidder	Chapter-IV	23-24
5.	Undertaking for Scan Services	Annexure-I	25
6.	Price Schedule	Annexure-II	26
7.	Criminal Liability Certificate	Annexure-III	27
8.	Possession Certificate	Annexure-IV	28
9.	Manufacture Authorization Form	Annexure-V	29
10.	Earnest Money deposit /Performance Security Format	Annexure-VI	30
11.	Undertaking for Compliance of T&C of Tender	Annexure-VII	31-32
12.	Pre-Integrity Pact	Annexure-VIII	33-39
13.	Declaration of the Bidder	Annexure-IX	40
14.	Format for Experience Certificate	Annexure-X	41

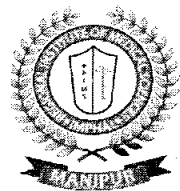
The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

1. Amendments to TE documents

- At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- Such an amendment will be notified only in the website(s) www.rims.edu.in or www.eprocure.gov.in/cppp. All prospective Bidder are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.
- In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

2. Clarification of Tender Enquiry documents

- A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to rims.imphal@gov.in. The purchaser will respond to such request provided the same is received by the purchaser two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.
- For any query related with this tender enquiry should be mailed to: rims.imphal@gov.in



CHAPTER-I

NOTICE INVITING e-TENDER (e-NIT)

Tender Enquiry No.: 11-RIMS-Hos/MRI-Opex

REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, for and on behalf of the Director, RIMS, Imphal, invites tenders, from eligible and qualified bidder for supply, installation, commissioning & running of “**New 3T MRI System/Centre on PPP basis**” at RIMS, Imphal.

Item No.	Tender ID	Name of the Item	Qty.	Unit	EMD Amount
1.	<u>11-RIMS-Hos/MRI-Opex</u>	SICR of New 3T MRI System/Centre on PPP basis	01	Set	Rs. 40,00,000/-

Instructions for Online Bid Submission: -

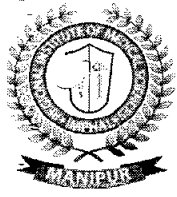
The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Institute recognized by CCA India (e.g. Sify / n Code / e Mudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please/rental note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR tender DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



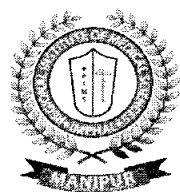
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please/rental go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please/rental note the
- iii) Number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iv) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- v) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.



क्षेत्रीय आयुर्विज्ञान संस्थान, इम्फाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414721
e-mail : rims@rims.edu.in
website : www.rims.edu.in

- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- viii) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- x) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xi) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the tender Inviting Institute for a tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

20/05/25

Deputy Director (Admn.)
RIMS, Imphal



CHAPTER-II

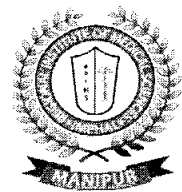
GENERAL CONDITIONS TO THE BIDDER (GIT)

1. Please read the terms and conditions before filling the tender form.
2. Bidder must assess business before participating in tender.
3. Each paper of the tender document must be signed by the Bidder with seal of Agency/Firm and pages numbered.
4. Bidder will be abiding by all the terms and conditions of tender document. An undertaking as per **Annexure-I** should be submitted in this regard.
5. PRICE BID OF ONLY THOSE BIDDERS WHO ARE FOUND TO BE QUALIFIED IN PREQUALIFICATION WILL BE OPENED.
6. All the documents of the firm and details of scan center uploaded by the Bidder should bear the same name and address.
7. **EARNEST MONEY DEPOSIT**

Nos.	Name of the Item	Qty.	Unit	EMD Amount
1	SICR of New 3 Tesla MRI System/Centre on PPP Model for 7+3 Years	01	Set	Rs. 40,00,000/-

Earnest money of as mentioned above by means of a Bank Demand Draft/ FDR is required to be submitted. A scanned copy of the same must be uploaded with the bid documents. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "The Director, RIMS, Imphal". The original EMD instrument must reach RIMS, Imphal, before opening of tender.

- i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the RIMS, Imphal, in respect of any previous supply will be entertained. Bidder will not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the Bidder fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- ii) Tenders without Earnest Money will be summarily rejected.
- iii) No claim shall lie against RIMS, Imphal, in respect of erosion in the value or interest on the amount of EMD.
- iv) If MSME bidder is registered for above tendered item, then the bidder will be exempted for submission of EMD amount, **only if, the bidder is manufacturer of the quoted item.** Bidder must upload scanned copy of following documents in support of exemption.
 - a. National Small Industries Corporation (NSIC)
 - b. Udyog Aadhar (MSME)
- v) The earnest money will be returned / refunded to the unsuccessful bidders after the tender is decided.
- vi) EMD should remain valid for a period of 90 days beyond the final bid validity period. When the Bidder agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414721
e-mail : rims@rims.edu.in
website : www.rims.edu.in

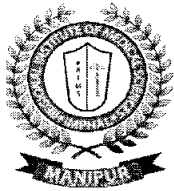
- vii) The earnest money of the successful bidder (after the submission of Security deposit/PSD) and the unsuccessful bidders will be returned to them without any interest.
8. Submit mentioned documents at the address of **Director RIMS, Lamphelpat, Imphal, Manipur-795004** within the tender duration, where following information should be indicated on the envelope for original EMD and Undertakings, Integrity Pact & Declaration as **Annexure-I, III, VII, VIII & IX: -**
- Closing date of tender time
 - Tender for supply, installation, commissioning & running of “New 3T MRI Machine” on PPP (model) basis for RIMS, Imphal.
 - Name of the Firm
9. The successful bidder shall be required to furnish a performance security within 15 days of receipt of 'Letter of Award' for an amount of **Rs. 1 Crore**, in the form of a Fixed Deposit Receipt/ Bank guarantee/DD from a nationalized or commercial bank in favor of **The Director RIMS, Imphal**. The Performance Security shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the bidder accordingly. EMD of successful bidder may be adjusted towards performance security.
10. **Forfeiture of Earnest Money Deposit: -**
The EMD may be forfeited: -
- If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder;
 - If a bidder modifies its bid in any manner after its opening but before the validity of the bid expires;
 - If a bidder does not accept the arithmetical corrections of its bid price;
 - In the case of successful bidder, if the bidder fails to:
 - Sign the contract within the prescribed time;
 - Furnish the performance security within the prescribed time.
 - In case, the bidder withdraws his offer during the validity period, after placement of order, the EMD shall be forfeited.
11. No service charges will be given to the agency for providing scanning services to the Institute.
12. Income Tax will be deducted as per Government Guidelines.
13. Possession certificate as per **Annexure —IV** required to be signed by successful bidder.
14. Payment and accounting: See details in clause – 32 of GTC (**General Conditions of Contract**)
15. The contract will be awarded initially for a period of 7 (seven) years, extendable for further 3 (three) years on the same terms and conditions, on mutual consent of both parties and the satisfactory performance of the service provider.
16. RIMS, Imphal, reserves all rights to reject one or all the proposals without assigning any reason thereof.
17. If the Successful Bidder fails to provide the facility of PPP model or comply with all the terms & conditions of the tender within the time period(s) specified in the contract, Purchaser shall, without prejudice to its other remedies under the contract, at the risk and cost of the Successful Bidder terminate the Contract and engage the next lowest bidder.
18. The Applicants are required to submit their proposals, providing their complete credentials and requests for empanelment.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414750
e-mail : rims@rims.edu.in
website : www.rims.edu.in

19. The Tender document and other detailed terms & conditions can be downloaded free of cost at CPPP Portal (<https://eprocure.gov.in/eprocure/app>). Besides, Tender document can also be downloaded from RIMS, Imphal, website (<https://www.rims.edu.in>).
20. The agencies are advised to visit the premises to get the onsite assessment of the work on any working day between 09:30 AM to 05:15 PM by obtaining prior appointment from the undersigned.



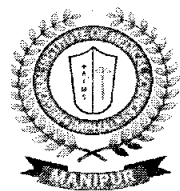
CHAPTER-III

General Terms and Conditions

1. Any person who is in Government service or an employee of the department should not be a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
2. The Scan Centre shall have to arrange their own technicians/staffs for 24/7 smooth functioning. Reports would be supervised and issued by RIMS authorities. Report should be dispatched within 24 hours. In case of any emergency investigations the scans must be done as and when informed telephonically round the clock by RIMS officials. The contact number of the Bidder for this purpose shall have to be furnished in his tender.
3. Scan Centre is responsible to provide scan services to all OPD/IPD patients. Services to EHS and BPL patients will be provided only if the required scan is/are not available in the institutional Scan Centre.
4. The space for running the Scan Centre will be provided by the institute (RIMS) in the hospital premises. The furnishing of the Scan Centre will be done by the bidder. The institute will provide water and electricity to the bidder and will charge licenses fee @5% of total receipts against it.
5. The Scan Centre should be made fully operational maximum by 18 weeks (including lab furnishing, installation of equipment's).
6. All the CGHS listed tests/scan has to be carried out in the provided Scan Centre premises of the institute. The performance of the Scan Centre will be under the supervision of the respective departments of RIMS.
7. The report should contain the name of RIMS, Imphal.
8. The Scan Centre will have to send/deliver the reports within the suitable turnaround time. In emergency case reports may also be asked/ communicated telephonically and to be followed by delivery of written reports, the reports shall have to be prepared in duplicate out of which one copy should be delivered to the patient and the second copy shall be enclosed in one bunch later along with the bills for verification.
9. The data generated through the Scan Centre covered in this contract will be the intellectual property of the RIMS, Imphal.
10. The disposal of the biomedical waste generated during collection of samples in the hospital should be done as per State Pollution Control Committee and will be the responsibility of the Bidder.
11. The Scan Centre will submit an undertaking that the charges quoted are not higher than they have quoted in any Government Hospital.
12. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India is obliged to pay compensation to such person employed by the bidder in execution of the work, the Institute/Government will be entitled to recover from the Scan Centre the amount of compensation so paid.



13. The Scan Centre shall indemnify the Department against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the Scan Centre or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
14. The contract will be awarded initially for a period of five years extendable for further two years or more on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the bidder.
15. The Director, RIMS, reserves the right to terminate the contract without assigning any reason by serving three calendar months' notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right of remedy that may be accrued to other party by reason of any incident which of any terms thereof. Such notice may be signed on behalf of Director, RIMS.
16. If any information documents furnished by Bidder are found to be incorrect/fake/forged at any time, the contract shall be terminated without any notice and the Performance Security will be forfeited.
17. In case the Scan Centre fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract, Director, RIMS, reserves the right to impose the penalty as detailed below: -
 - i. 0.5% of the expected expenditure per week, upto 10 weeks.
 - ii. After 10 weeks, Director, RIMS, reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting bidder will be blacklisted and attract penal action as per clause stated in (i) above and difference if any, will be recovered from the bidder.
 - iii. The Performance Security deposited by the Agency will be forfeited.
18. The Bidder shall clearly specify whether tender is submitted on behalf of his own or on behalf of a partnership firm, JV/Consortium or company. In case the tender is submitted on behalf of partnership firm or company, the Bidder should enclose the certified Copy of Partnership Deed (in case of Partnership Firm) or copy of Memorandum of Association (in case of Company) along with Authorization Letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract. No partnership deed will be accepted after submission of Tender bid. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the firms as the case may be in all matters pertaining to the contract including arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of registered/unregistered Partnership Firm, all the partners should sign quotations.
19. The Scan Centre has to maintain all the relevant records, registers and documents are required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/ Govt. bodies as per the existing rules or as amended from time to time.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-24. 30
e-mail : rims@rims.edu.in
website : www.rims.edu.in

20. In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the bidder, there will not be any liability on Hospital Authority.
21. In the event of any dispute arising in connection with the interpretation of any clause in the terms and condition of contract, agreement, or otherwise the matter shall be referred to the Director RIMS, Imphal.
22. If any complaint of misbehavior and misconduct comes into the knowledge of the Dy. Director (Admin.) then all such responsibility shall be of the bidder. He will responsible to make good for the losses so suffered by the department.
23. That the Scan Centre will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation.
24. The department shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Hospital at any time.
25. The Scan Centre shall, for providing proper services, ensure the following: -
 - i. Daily worksheet is to be prepared which should tally with results, missing report of investigation will have to be made available by Scan Centre at its own cost/effort within reasonable time without inconvenience to patient.
 - ii. That its staff does not smoke at the place of work.
 - iii. That any specific task related to Lab Investigations assigned to the Scan Centre by the Medical Superintendent or any officer authorized by him is carried out by the bidder diligently and well in time.
 - iv. That any dispute/difference arising out or relating to this contract including the interpretation of the terms will be resolved through discussion and if not so then the matter may be referred to the Director, RIMS, Imphal.
26. The Scan Centre shall seek instruction from Director for the purpose, hereinafter referred to as Authorized Officer.
27. The Scan Centre shall also be full responsible for any loss of materials and property etc. of the institute attributable to the negligence or failure in complying with the prescribed procedure. All such losses suffered by the Hospital/institute on this are compensated in full by the Scan Centre.
28. The Scan Centre shall submit the complete documents of the staff deployed for scanning services in the Scan Centre which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness, recent photographs, duly attested by the incharge Scan Centre.
29. The Institute reserves the right to change the place of duty for scanning services and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same within the time period assigned by the Institute authorities.
30. In case any new test added later by the institute, and CGHS rate for those tests are available then the service provider has to provide that facility at the original discount rate quoted.



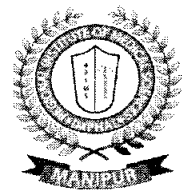
31. The Director reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality, Director further reserves the right to get the work done through some other agencies. Scan Centre will be black listed in the department for a period of four years from participation in such type of tender & his earnest money/performance security may also be forfeited if so warranted.

32. Payment & accounting:

- a) Payments for OPD/IPD patients will be made directly by the patients at cash counter of institute.
- b) Test will be done at the rate prescribed by the RIMS, Imphal from time to time and the payment will be done by the patients at the billing counters of the RIMS, Imphal, only. No other cost will be paid to the service provider except the amount collected from the patients towards investigation, after deduction of percentage sharing to the institute as per H1 bidder.
- c) Payment to the service provider will be done on monthly basis. The service provider will submit the bill after completion of the month with all necessary documents and the same will be paid within 10 days of submission of the bill in the Department. However, time taken for completing the shortfall, if any, shall be excluded from the specified time limit of payment. Payment will be made on the basis of the completed tests where the complete report has been generated with all necessary attachments (CDS etc.)
- d) Payment to the service provider (vendor) will be made by the institute after deducting a percentage as quoted by the highest bidder (H1) from the net collection amount in favour of the institute. All tests would be charged as per rates approved by RIMS/CGHS.
- e) Collection of test fees and monitoring of appointments will be under the control of the institute. Payments will be released on the basis of the number of studies for which reports are generated.
- f) GST (if applicable) will be paid to the vendor after showing the deposit receipt of the previous month.

33. LIABILITY OF BIDDER

- a) The Institute shall not be responsible financially or otherwise for any injury & accident to the deployed staff in the course of performing the duty. All licensing and statutory permissions/liabilities in case of accidents will be the responsibility of the bidder. Responsibility of report generation and medico-legal case (MLC) liability will rest solely with the doctors/staff hired by the bidder.
- b) The Scan Centre shall be liable to make alternate arrangements in case of the absence of any staff deployed for performing scans. Similarly, the bidder shall have to make alternate arrangements in case of the weekly off. No short leave or meal relief will be permitted to the Scan Centre staff deployed unless the bidder provided suitable substitute without any extra payment. The bidder has to keep sufficient number of leave reserves.
- c) In the event of any breach/violation or contravention of any terms and conditions by the Scan Centre, the said performance security shall be forfeited.
- d) The Institute reserves the right to cancel/reject in full or part of the tender when Bidder does not fulfill the conditions stipulated in the documents.
- e) Bidder submitting a tender will accept all the terms and conditions of the tender.



- f Any act on the part of the Bidder to influence anybody in the institute is liable for rejection of his tender.
- g The agency will have to arrange the Scan Centre Investigative Services as per the requirement of hospital authorities. The collection of samples will be strictly as per the guidelines of accreditation and direction of Hospital and relevant BMW rules.
- h The tender will have to comply with all relevant rules/Acts including the provision of the Minimum Wages Act, 1948, the Contract Labour (R& A) Act, 1970 and other legal and statutory requirements, wherever applicable.
- i Every worker/Staff appointed by the bidder for scan centre shall wear the prescribed uniform. The Agency will issue Identity Card and a badge bearing his/her name and designation to the worker, which the worker should wear while on duty. The said uniform, Identity Card and badge shall be provided by the contractor at his own cost. The colour of uniform will be decided by hospital authorities and will be intimated to the bidder at the time of assignment of order.
- j That the agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
- k The agency will not change any deputed worker during the contract without written information of the Hospital Authority.
- l The agency will appoint a qualified PRO/Manager for coordination between the agency and the Hospital Authorities and should also deal with the public grievances on behalf of agency.
- m That the agency staff shall work under overall supervision and direction of the Director or its authorized representative.
- n That the agency shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus, Gratuity, leave etc., to eligible staff engaged by the Scan Centre as per relevant rules.
- o That the agency will depute only those persons whose antecedents have been verified by the agency and Police.
- p The Hospital Authorities shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duties.
- q The agency staff shall carry out such other duties in the event of fire or any other natural calamities.
- r The agency shall not engage any Sub-contractor or transfer the contract to any other person in any manner.

34. Performance Evaluation: -

- i) The Quality assurance of the Scan Centre Investigative Services should be ensured regularly as per requirements of department.
- ii) The staff deployed at scan centre will work under the Supervision of the Hospital Authority as per requirement.
- iii) Appropriate records of all Investigations carried out shall be maintained by the bidder at his own cost and will be handed over to the institute at the end of every month.



- iv) Bidder will be fully responsible for any damage to the staff engaged by the bidder during duty hours, reports or due to hazardous duty of the performing scan, transportation etc.
- v) Bidder will deploy sufficiently trained (minimum graduates of required field) staff or performing scans and will provide the relevant equipment along with gloves, contrast, spirit, sanitizer, swab, vacutainer, needle destroyer, disinfection solution or any other consumable required in scan centre. The bidder will also provide stationary for carrying out these tests.

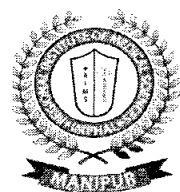
35. Penalty clause

- i) The agency shall be bound to observe all the instructions issued by the institute concerning general discipline and behavior. In case any person employed by the bidder is inefficient, quarrelsome, infirm and invalid or indulges in unlawful activities or the like, the bidder shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above. In addition to above, penalties as detailed below can also be imposed on the bidder by the hospital authorities and will be recovered from the monthly bill of the contract period.
- ii) For misbehaving with patients, officers, staff of institute- Rs.5000/per default.
- iii) For non-wearing of proper uniform, badge, ID card: Rs.1000/per default.
- iv) For causing nuisance/damage to the hospital properties etc.- Three times the market value of such property or Rs. 5000/ whichever is higher.
- v) False report or deviation of report beyond acceptable limit as per standard practices - Rs. 25,000/ on first instance and termination of contract subsequently and performance security will be forfeited.

- 36. Agreement:** Successful bidder shall submit Rs.100/ non-judicial stamp paper for preparing a contract agreement.

37. Scope of Work:

- a. The scope of services includes supply, Installation, of the MRI Machine for a period of 7 years and extendable up to 3 years at RIMS, Imphal.
- b. The bidder shall comprehensively maintain the equipment for the entire contract of MRI Scan Services through OPEX model for period of 7 years and extendable upto 3 years as mentioned in the tender.
- c. The vendor should provide a list of Instruments, consumables and accessories available for the use of the system. Institute may increase the quantity of instruments accessories & reusable at the time of supply.
- d. The applicant should furnish the details of Eligible Experience for the last 3 financial years immediately preceding the Application Due Date.
- e. The Applicants must provide the necessary information relating to Technical Capacity.
- f. The Applicant should furnish the required information and evidence in support of its claim of Technical Capacity.
- g. The Applicants must provide the manpower during the contract period.

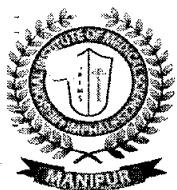


38. SPECIFICATIONS/TECHNICAL COMPLIANCE STATEMENT: -

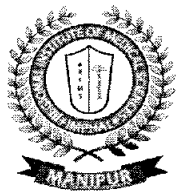
The firm must be submitted offer of quality product/ item along with detailed technical specification.

39. OTHER REQUIREMENTS: -

- a. System should be quoted with Performance Report/Certificate of Last 3 Years by Various user/users from Government Institutions of India
- b. The Vendor should have a Training Centre in India
- c. Firm should avail technical support staff within 24 hrs upon receipt of breakdown, to take action regarding repair or replace of defective equipment/parts. The cost of repair/replacement shall be borne by the suppliers
- d. The calibration of the Equipment would be as per the norms/frequency of as required by HOD/Professor Incharge of Department would be done by the successful bidder
- e. Application support, engineering support, bi-directional interfacing, machine downtime (24 hrs) including wear and tear of parts and preventive maintenance kit or parts according to schedule, training, validation tests, demonstration are to be provided free of cost by the bidder
- f. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies coming together as Consortium to implement the Project. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid both as a sole provider as well as a partner in a consortium
- g. The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered
- h. The supplier will have to undertake that they will provide/ assign of professional and technical staff with specialized knowledge, skills, and practical experience as per the requirement and special needs of operations. This assignment can be done based on mutual agreement for total contract period. The assigned staff normally works under the Institute supervision
- i. The Bidder shall have adequate experience in carrying out similar type of assignment /service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per Performa. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
- j. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate



- k. The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder
40. **Inspection and Tests/ Scan:** The Lessor may at any time during the Lease/rental Period require inspection of the Equipment provided the Lessor gives atleast 48 hours written notice. For such purpose, the Lessee will ensure that the Lessor and its authorized representatives have access to the Equipment and the premises at which the Equipment is located and to the records (including books of accounts) relating to the Equipment, during normal business hours. The Lessee will keep proper accounts of all its dealings in relation to the Equipment and deliver to the Lessor any such records when requested by the Lessor
41. **Maintenance:** The Bidder will maintain the item for a period of seven (7) years; any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the comprehensive warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds, the successful Bidder has to bear the loss incurred to the RIMS, Imphal.
42. **Contract Periods:** The contract for supply of scan services (all scans) shall be valid for a period of **seven (7) year** from the date of commencement of contract and same can be extended by the Director, RIMS, Imphal, on mutual agreement on same terms and conditions for **three (3) or more year**. The Director RIMS, Imphal, reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department.
43. **Manpower:** The supplier will have to undertake that they will provide/assign of professional and technical staff with specialized knowledge, skills, and practical experience as per the requirement and special needs of operations. This assignment can be done based on mutual agreement for total contract period. The assigned staff normally works under the Institute supervision
44. **Shifting:** The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of RIMS, Imphal, should the situation arise and whenever any further shifting take place, it will be done by supplier/firm.
45. **Communication of Acceptance:** RIMS, Imphal, reserves all right to reject any tender including of those Bidders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.
46. **Insolvency etc:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions here in specified RIMS, Imphal, shall have the power to terminate the contract without any prior notice.
47. **Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Institute, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by RIMS, Imphal. In that event the security deposit shall also stand forfeited.



48. **Right to call upon information regarding status of contract:** The RIMS, Imphal, will have the right to call upon information regarding status of contract at any point of time.

49. **OWNERSHIP IN THE EQUIPMENT**

The contract or will be the sole legal and beneficial owner of the Equipment and the Lessee will not do or permit to be done anything that could prejudice the rights of the Lessor in respect of the Equipment. The ownership in the Equipment will not for any reason pass to the Lessee except if, after the completion of the Lease/rental Period, or pursuant to provisions of the Lease/rental Agreement including end of lease/rental options, the Lessee purchases the Equipment from the Lessor under the applicable terms and conditions of the Lease/rental Agreement.

50. **TERMINATION CLAUSE: -**

Any of the following events shall constitute an event of default by the bidder entitling Institute to terminate this agreement:

- a. If the successful bidder withdraws its bid after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the Purchaser will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money Deposit or Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Purchaser.
- b. Failure to install the equipment in the Institute within time frame mentioned in the tender and contract or
- c. Failure to comply with the statutory requirements necessary for installing the Equipment
- d. The terms of the agreement signed between the parties will mention the terms of termination applicable to the parties.

51. **FORCE MAJEURE**

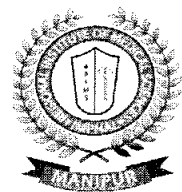
If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within **21 days** from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, RIMS, Imphal, may, at list option to terminate the contract.

52. **SUBLETTING OF CONTRACT:** The firm shall not assign or sublet the contractor any part of it to any other person or party without having prior permission in writing of RIMS, Imphal, which will be at liberty to refuse if thinks fit. The contract is non-transferable.

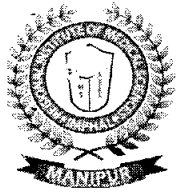


53. **INDEMNIFICATION CLAUSE:** The Supplier shall indemnify and hold harmless the Institute from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract.
54. **STANDARDS:** The goods supplied under this contract shall conform to the standards mentioned in Sl. No. 38 and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.
55. **TECHNICAL DOCUMENTS:** Supplier shall furnish the following documents to the Purchaser, free of cost, in such number of copies as specified in the Contract.
- Instruction/Testing/Operation/Servicing manual, lubrication charts, load bearing details etc.
 - Relevant Quality Certificates, of equipment.
 - Catalogue and literature
 - Any other related documents
56. **ARBITRATION:** If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, RIMS, Imphal, to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, RIMS, Imphal. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.
57. **SETTLEMENT OF DISPUTES**
- The contract shall be deemed to have been concluded at Imphal and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Raipur.
- In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above. But if this be not acceptable to the supplier, then the disputes shall be settled in accordance with the provisions of the law of land. The venue of arbitration shall be the place from where the contract is issued.
58. **LEGAL JURIDICITION:** The agreement shall be deemed to have been concluded in RIMS, Imphal, and all obligations here under shall be deemed to be located at RIMS, Imphal and Court within Imphal will have Jurisdiction to the exclusion of other courts.
59. **ENTIRETY OF THE AGREEMENT:** All of the terms agreed to between the Service Provide and Institute will be included in the agreement and no other communication, proposal or understanding, written, oral or implied, will be considered to be included in the Contract or form part of the Contract between the Service Provide and Institute unless specifically agreed to in that behalf in writing between Service Provide and Institute.



60. PERFORMANCE SECURITY DEPOSIT:

- a. The successful bidder shall have to submit a Performance Security Deposit (PSD) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days and up to 60 days from the date of issue of LOA may be given by the competent Institute to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. The Performance security shall be denominated in Indian Rupees.
 - b. Successful supplier/firm should submit Performance Security Deposit in favour of "Director, RIMS, Imphal" to be received in the RIMS, Imphal, before the date of commencement of supply or 30 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the tender documents, for an amount equal to Rs. 2 Crore (Rupees Two Crore only).
 - c. The Performance Security Deposit should be established in favour of "Director, RIMS, Imphal" through any Schedule Bank with a clause to enforce the same on their local branch at Imphal.
 - d. Validity of the Performance Security Deposit shall be for a period of 90 days beyond Contract Period.
61. The machine also used for the purpose of teaching, training, research and report studies for the students/residents of RIMS, Imphal.
62. H-1 will be decided on the basis of percentage discount quoted by the bidder on CGHS rates of all the test/scan parameters. Wherever CGHS rates are not available rates will be decided by institute on the basis of comparable scan. Decision of institute will be final and binding in this regard. Nothing extra on any account shall be borne by the Institute.

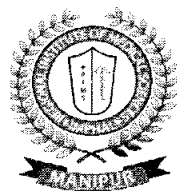


CHAPTER –IV

PRE QUALIFICATION BIDDER

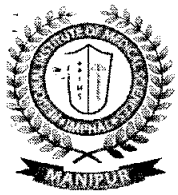
Documents required for prequalification bid

1. Earnest Money Deposit amounting to Rs. 40 Lakhs (Rupees Forty Lakhs only) in the form of a FDR/BG/DD from a nationalized/commercial bank in favour of Director, RIMS, Imphal. Original EMD valid up to six months, should be submitted at RIMS, Imphal upto 3.00 pm on **10.06.2025**
2. Undertaking on non-judicial stamp paper of Rs 100/- as per Annexure-III. Original Undertaking should be submitted along with bid document.
3. Partnership deed (in case of Partnership Firm), JV/Consortium Agreement Paper (in case of JV/Consortium) or copy of Memorandum of Association (in case of Company) along with authorization letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract.
4. Please **state whether the bidder** is Manufacture/ OEM/ Distributor/ Dealer/ Supplier/ trader relevant document should be uploaded.
5. In case of Distributor/Dealer/Supplier must upload tender specific authorization certificate from OEM/manufacturur.
6. In case of Distributor/Dealer/Supplier must upload Manufacture/OEM's annual turnover& balance sheet of last three years duly certified by CA as mentioned in tender. **Manufacture/OEM** should be registered and should have average annual turnover at least **100 Crore** in the last three financial years. Copies of authenticated balance sheet & Profit & loss A/c /Income Expenditure for the past three financial years should be uploaded. In case of Dealer/Distributor/Supplier haven't minimum annual turnover they should submitted Manufacture/OEM authenticated balance sheet & Profit & loss A/c/ Income Expenditure for last three financial years.
7. Bidder must be a public sector undertaking (state or central) primarily engaged in healthcare sector.
8. Bidder should be profit making from last 5 consecutive financial years.
9. The bidder should have at least 5 years' experience in installation, operation & maintenance of CT/ MRI system in Government hospitals and experience in large project with minimum 25 imaging centres in a state.
10. The bidder should have experience of executing an average of 10000 CT/ MRI cases annually in the past 3 years.
11. Bidder should have minimum 10 radiologists in panel and should have capabilities for tele-radiology reporting.
12. Bidder should have minimum 25 technicians in their role and working at their Imaging centers.
13. Copy of PAN Card **should be uploaded.**
14. Firm/ Company registration certificate should be uploaded.
15. The GST registration details may be furnished.
16. Income Tax Return of last three years should be uploaded.
17. Pre-Contract Integrity Pact as Per **Annexure-VIII.**
18. Signed and scanned copy of User List (Lis to Govt./ Semi Govt./Reputed Pvt. Hospital/ Organization) where quoted model of the same item has been supplied and installed by Bidder/OEM/Manufacturer, minimum 10 installations.



19. "Declaration by the Bidder" as mentioned in tender document should be uploaded.
20. **The firm must be submitted offer of quality product/ item along with detailed technical specification.**
21. An undertaking may be given that the discount being furnished with the proposal will remain valid on the rates of RIMS/CGHS as modified time to time during the currency of contract irrespective of validity period.
22. The System/ Machine offered have USFDA/CE/ISO/CDSCO/BIS Certificate approval.
23. Have you previously supplied these items to any government/reputed private organization/institution? If yes, attach the relevant poof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/ Organization/ reputed Private Organization or DGS&D rate in recent past.
24. The **Manufacture/ OEM/ Dealer/Distributor** not have been black-listed, debarred or suspended by any Central/ State Government/ Public Sector Undertaking, Govt. of India, Supreme Court/ High Court or any lower court within the last three (03) immediately-preceding years and should not have faced litigation that may have an impact on the delivery of services. (An Undertaking on the Letter Head of the firm duly signed& stamped by Authorized Signatory to be submitted at the time of application).
25. Following detail must be submitted on firm letter head:
 - a. Provident fund Account No.:
 - b. ESI No.:
 - c. License no. under Contract Labour (R & A) Act:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions and instructions contained in the Tender Document and undertake myself/ ourselves to abide by them.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414750
e-mail : rims@rims.edu.in
website : www.rims.edu.in

ANNEXURE-I

FORMAT OF UNDERTAKING FOR SCAN SERVICES

(To be submitted on stamp paper of Rs.100/-)

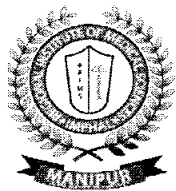
To

The Director,
RIMS, Imphal

I, the undersigned, certify that I have gone through all the terms and conditions mentioned in the tender documents and undertake to comply with them.

2. The rates quoted by me/us are valid and binding on me/us for acceptance for the entire period of contract.
3. I, the undersigned hereby bind myself to the Director, RIMS, Imphal, for outsourcing of Scan services at RIMS, Imphal, during the period of contract.
4. Performance Security Money deposited by me/us viz, pledge in favour of DIRECTOR, RIMS, Imphal, shall remain in custody of RIMS, Imphal, and should remain valid for a period of 60 days beyond the date of completion of all contract obligations.
5. I, will be wholly responsible for outsourcing of Scan Services of OPD & IPD patients at RIMS, Imphal, and will ensure deployment of adequate persons to provide efficient service. There is no case/litigation pending against our Firm by any Govt. Agency regarding any services as on today. Further the Centre has not been blacklisted by any Government agency/department. I / We also hereby certify that my/our Centre has not been blacklisted in the past by any Govt./Pvt. Institution.
6. I shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, and Gratuity as applicable from time to time of the workers employed for said services.
7. I shall be responsible for health and injury caused to the staff while on duty and also for the behavior and conduct of the staff while on duty in this hospital.
8. I shall abide all the rules under Biomedical Waste Management Rules as per State Pollution Control Board/ committee.
9. Any damage to hospital property, if any, due to lapse on my part/my staff shall be recovered from me.
10. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit performance security.
11. In the event of my breach/violation of terms and conditions, the Competent Authority is at liberty to terminate my contract and forfeit the performance security money deposited by me.
12. That the firm has not been blacklisted/debarred from participating in tender by any Institution (Govt./Public).
13. The decision of Director RIMS, Imphal, will be binding upon me.
14. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.

(SIGNATURE OF THE BIDDER WITH SEAL OF THE AGENCY)



ANNEXURE-II

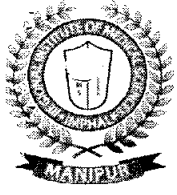
PRICE-SCHEDULE

1. Bidder should submit in the financial/price bid online in BOQ.
2. Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, their bids shall be liable to be rejected.
3. The contract will be awarded to the bidder quoting the maximum percentage of total collection sharing with RIMS, Imphal (H1).
4. The bidder has to submit the information's in the following table format.

Bidder Name/Company name	Percentage (%) of total collection payable to RIMS, Imphal

Note:

1. RIMS Imphal will charge electricity and water charges as per actuals.
2. No other cost will be given to firm other than the receipts received on CGHS rates after applying above discount. If any item is required for smooth functioning of equipment and are missed out by firm while calculating rates/discount, shall have to be supplied free of cost for the entire period of installation.
3. For patients of non-chargeable category like ECHS, Ayushman, BPL etc., either scan will be done by institute or payment will be made by the institute after applying above discount.
4. Institute does not commit any minimum number of tests/scan per month. Test/scan volume will depend on the requirement, financial resources available and agency performance.



ANNEXURE-III

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.500/-Non-Judicial Stamp Paper duly attested by Public Notary)

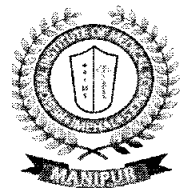
I..... S/o Resident of
do solemnly pledge and affirm: -

1. That I am the proprietor /partner/ authorized signatory of M/s.
2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/ Blacklisting is pending against my firm.
3. I /We hereby certify that in the last three years, neither this firm (Name:) nor any of its engaged lawyers/employees have been banned/ debarred/ suspended by Government of India/ any State Government/ Govt. agency, Supreme Court/ High Court or any lower Court within the last three years.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification



ANNEXURE-IV

POSSESSION CERTIFICATE

Whereas it has been decided by the RIMS vide Order No..... that a Scan Centre would be set up in the RIMS premises under Public Private Partnerships by of (Service Provider) to provide Standard Diagnostic Services in accordance with the Agreement executed on – between the aforesaid service provider and RIMS.

Whereas in terms of the aforesaid Agreement executed, RIMS is required to provide adequate rent free space to the above service provider to set up the Scan Centre.

Whereas the cover space in total area of square feet as indicated in the enclosed site map, within the premises of RIMS hospital has been identified as the project site in respect of the Scan Centre referred to above.

Now in keeping with the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to (service provider) on the following terms and conditions:

1. The ownership of the project site remains with the RIMS and the private sector partner shall have only occupancy right to the project site for running Scan Centre till such date as the agreement executed between RIMS and service provider shall remain valid.
2. No encumbrance of any nature shall be created in the project site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof
4. The occupant shall not sell, transfer or rent out this project site for **any** purpose whatsoever and this site will be used exclusively for Scan Centre by the service provider.
5. The occupant shall in respect to the said project site be subject to the provisions of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with RIMS.
6. The occupant shall vacate the project site in the event of the termination of the agreement or at the end of 10 years whichever is earlier.

(Signature & Date)

The Director, RIMS, Imphal

Received the possession of the above mentioned project site on this day of -

and solemnly declare that I shall abide by all the terms and conditions of the agreement as well as the terms mentioned in this certificate.

(Signature of service provider & Date)

Name of the service provider:

Address:



ANNEXURE-V

FORMAT FOR AUTHORIZATION CERTIFICATE

To,

The Director,
Regional Institute of Medical, Imphal

Dear Sir,

Tender No. : _____.

Equipment Name : _____.

2. We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. (Authorized Dealer/Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against this tender for the above goods manufactured by us.
3. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
4. We also hereby undertake to provide full guarantee/warranty/Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty/ Comprehensive Annual Maintenance Contract and to supply all the spares/accessories/consumables etc. during the said period.
5. We hereby extend our full guarantee and warranty as per the conditions of tender for the goods bided for supply against this tender by the above firm.

The authorization is valid up to _____.

Yours faithfully,

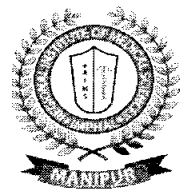
(Name)

For and on behalf of M/s. _____

(Name of manufacturers)/Principal

Note: -

This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the Principal Service provider. Original letter should be enclosed with bid document during submission in the sealed cover.



ANNEXURE-VI

PARTICULARS FOR EMD/PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT IMPHAL OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT IMPHAL. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,

The Director
Regional Institute of Medical Sciences, Imphal,
Manipur - 795004

LETTER OF GUARANTEE

WHEREAS Regional Institute of Medical Sciences (RIMS) Imphal (Buyer) have invited Tenders vide tender No. Dated for complete installation, operation and maintenance of MRI Scan Services AND WHERE AS the said tender document requires the supplier/firm(seller)/service provider whose tenders accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favor of "The Director RIMS, Imphal" in the form of Bank Guarantee for **Rs 1 Cr. (Rupees One Crore only)** which will be valid for entire contract period from the date of start of services, the said Performance Guarantee Bond is to be submitted within 15 (Fifteen) days from the date of acceptance of the LOA.

NOW THIS BANK HERE BY GUARANTEES that in the event of the said supplier/firm (seller)/service provider failing to abide by any of the conditions referred to in tender document/supply order/performance of the instrument/machinery, etc. This Bank shall pay to Regional Institute of Medical Sciences (RIMS) Imphal on demand and without protest or demur Rs. 80 Lakhs (Rupees Eighty Lakhs Only).

This Bank further agrees that the decision of Regional Institute of Medical Sciences (RIMS) Imphal (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ supply order shall be final and binding.

We, (name of the Bank & branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)/ service provider and/or Regional Institute of Medical Sciences (RIMS), Imphal (Buyer).

Not with standing anything contained herein: -

- Our liability under this Bank Guarantee shall not exceed (Indian Rupees only).
- This Bank Guarantee shall be valid upto (date) and
- We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if RIMS, Imphal, serve upon us a written claim or demand on or before (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank :

Complete Postal Address:



ANNEXURE – VII

UNDERTAKING FOR COMPLAINS OF T&C OF TENDER

(Should be given on Non-Judicial Stamp Paper worth of ₹500/- duly Notarized)

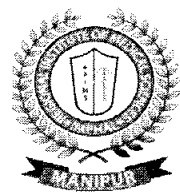
To be returned by Bidder along with the Tender duly signed)

To

**Director,
Regional Institute of Medical Sciences (RIMS),
Imphal – 795004 (Manipur)**

Respected Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned/set out in the Notice Inviting Tender Enquiry (NIT) document and undertake to comply with them. I have no objection to any of the content of this TE document and I undertake not to submit any complaint/ representation against the TE document after submission date and time of the TE.
2. I/We undersigned hereby bind myself/ourselves to REGIONAL INSTITUTE OF MEDICAL SCIENCES, LAMPHELPAT, IMPHAL, MANIPUR- 795004, INDIA for **Supply, Installation, Commissioning and Running of “New 3T MRI System” on PPP (model) basis**, during the period. (i.e. 07 Years).
3. If I/We fail to supply, Installation and testing the services in stipulated period the CA/ RIMS, Imphal hospital has full power to compound the loss through imposing penalty as per the Terms and Condition of this Limited Tender enquiry or forfeit the Bid Security/security deposit.
4. I undertake to supply and Installation of the services within stipulated period and if fails to supply the order during the stipulated period the necessary action can be taken by the Director, RIMS, Imphal, India.
5. I/We undertake to supply / maintain the Literature (Log Book /Maintenance Record/ Trouble shooting / Operation Manuals etc.) required by RIMS, Imphal.
6. I/we have necessary infrastructure for the maintenance and will provide all accessories/spares as and when required.
7. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
8. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by RIMS, Imphal.
9. I/We further undertake that none of the Proprietor / Partners /Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealings. I / We further undertake to report to the RIMS, Imphal immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/ Directors are Proprietor or Partner or The Director of such a firm which is banned/suspended in future during the currency of the Contract with you.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंफाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-24 50
e-mail : rims@rims.edu.in
website : www.rims.edu.in

Affirmation

I pledge and solemnly affirm that the information submitted in this NIQ Document is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity period. The Director, Regional Institute of Medical Sciences, Imphal (Manipur) will have full authority to take appropriate action as he/she may deem fit.

Signature of the Supplier Agency Authorized Signatory with seal of the firm

(Name of Supplier Agency)

Designation: Seal:

Date:/...../2025



ANNEXURE – VIII

PRE-CONTRACT INTEGRITY PACT

(Should be Executed on Rupees 500/- Non judicial stamp paper duly attested by Public Notary and submitted with Technical Bid Document)

General:

Reference: NIT No.: _____

Dated: _____

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 202..... between, the Director, RIMS, Imphal (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s __ represented by Shri, Manager/Director/Officer (hereinafter called the "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the Bidder/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the Director, RIMS, Imphal.

Objective:

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

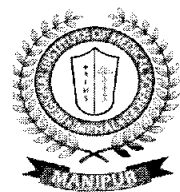
Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.



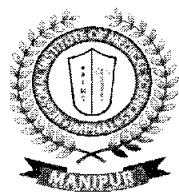
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.6 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.7 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

- 5.6 While submitting commercial bid, the BIDDER shall deposit an amount _____ as specified in the NIT/Bid as Earnest Money/Security Deposit, with the BUYER through any of the instruments mentioned in NIT/Bid
 - i) Bank Draft or a Pay Order in favour of **Director, RIMS, Imphal.**
 - ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instruments (to be specified in the RFP).



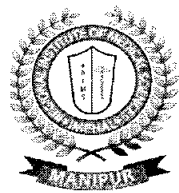
- 5.7 The Earnest Money/Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.8 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.9 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - To debar the BIDDER from participating in future bidding processes of the RIMS, Imphal for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.



- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.\
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
- 7. Fall Clause**
- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 8. Independent Monitors**
- 8.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission as per the details below presently: -
- i) Shri Nageshwar Rao Koripalli (E-mail: knagesahwarrao@gmail.com, Mobile: 9788918555/8985970045)
- ii) Shri Bharat Prasad Singh (Email:bps.arunabh@gmail.com Mobile: 9619145000)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.



- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Procurement such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the Director, RIMS, Imphal, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

- 12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



क्षेत्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर
REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720
0385-2414750
e-mail : rims@rims.edu.in
website : www.rims.edu.in

12.3 The Parties hereby sign this Integrity Pact as part of the contract at__on____and parties concerned are bound by it provisions.

RIMS, IMPHAL

Name of the Officer

Designation

RIMS, Imphal

Manager/Director/Officer

Witness

1.....

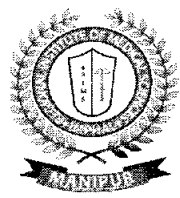
2.....

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.



ANNEXURE-IX

DECLARATION BY THE BIDDER

(Should be Executed on Rupees 100/- Non judicial stamp paper duly attested by Public Notary)

I am authorized signatory of the agency/firm/service provider and am competent to sign this declaration and execute this tender document.

1. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law
2. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with RIMS, Imphal and/or prosecuted as per laws.
3. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the RIMS, Imphal immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
5. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name:

Address



ANNEXURE-X

Format of Experience certificate

Sl. No	Contract No. /Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place:.....

seal)

Date:.....

(Signature of Bidder with

Name:

Seal:

Address:

Note:

- User List (List of Govt./ Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed.
- Copies of supply orders of the same models quoted (without hidden price for rate justification).