



REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL – 795 004
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

SUMMARY SHEET – GENERAL TERMS & CONDITIONS

The Tenderers should deposit EMD of Rs.60,000/-(Rupees Sixty Thousand) only in the form of Demand Draft of Scheduled Bank drawn in favour of Director, RIMS, Imphal along with the quotation which will be refunded to the unsuccessful bidder.

The tenders will be received upto **12.30 p.m.** on **5th June 2013 only at office of CSO, RIMS, Lamphelpat, Imphal-795004, Manipur** and will be opened on the same day at **1.30 P.M.** in presence of the bidders, if any.

However, the date of opening of tender may be deferred in case of unavoidable situation and the same will be intimated to the tenderer.

The successful bidder must deposit Security Money (to be calculated at the time of award of Contract). On receipt of Award of Contract, the Contractor needs to enter into an Agreement with RIMS, Imphal, a copy of which will be sent along with the Award letter.

GENERAL TERMS AND CONDITIONS:

1. The bidders must submit the **Registration Certificate** (Photocopy) along with the Tender, without which tender will be **invalid**.
2. The Earnest Money amounting to Rs.60,000/- (Rupees Sixty Thousand) only in the form of Demand Draft from any schedule Bank and drawn in favour of Director, RIMS should accompany the tender. Tenders received without earnest money will be rejected. Tenders without **tender papers cost** (Rs. 500/-) and **EMD** (Rs.60,000/-) will be **Rejected** summarily.
3. The duration of the contract for providing security arrangements and housekeeping (sanitation) at RIMS, Imphal, Manipur is for a period of one year from the date of commencement of work which may be extended for further period on the same rates, terms and conditions depending upon the satisfactory performance and approval of the competent authority. The contract can also be terminated prematurely by serving one month's written notice to do so without payment of any compensation whatsoever other than the dues under the agreement. The Director, RIMS, Imphal will have sole discretion to extend or terminate the contract at any time without assigning any reason. The detailed scope of work to be carried out by the contractors are at **Annexure**.
4. Rates payable under the contract are to be indicated by the tenderers. The tenderer must ensure that wages to the Security personnel against the contract should not be less than the minimum wages as per the Minimum Wages Act. 1948 amended from time to time. Payment of wages to the Security personnel must be disbursed in presence of CSO, RIMS, Imphal, latest by 10th day of the subsequent month without waiting for the bill to be cleared/paid by RIMS.
5. The persons employed through the Contractor for all intent and purposes are the employees of the Contractor and cannot claim employment and other benefits from RIMS.



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6. Ex-Servicemen of integrity and good conduct, medically and physically fit persons below the age of 45 years shall constitute minimum 25% of guards to be deployed by the Contractor.
7. That the contractors/tenderers shall submit details such as, names, parentage, residential address, age etc. of the persons provided by him in the premises of the RIMS for the purpose of proper identification of the employees of the contractor engaged for Security jobs in RIMS, Imphal, Manipur. Identity cards bearing their photographs/identification, etc. should be issued to all contract workers deployed at RIMS and display their identity cards while on duty.
8. The contractor should obtain a valid licence under the Contract Labour (R&A) Act. 1970. The contractor shall also maintain all statutory records as may be required from time to time under the said Act. And furnish the same for verification by the Employer/Labour Authority as and when required. He shall have a valid licence before commencement of work, and continue to have the same till completion of the contract.
9. That the contractor shall at his own cost, if required take necessary insurance cover in respect of the workers provided by him and such an insurance shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act. 1970; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act. 1948; and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the RIMS indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expenses arising out from the non compliance of the aforesaid statutory provision. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, RIMS shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
10. That the Contractor shall submit the proof of having deposited the amount of EPF contributions towards the persons deployed at RIMS and in their respective names before submitting the bill for the subsequent month. In case, the Contractor fails to do so the amount towards EPF contribution will be withheld till submission of required documents.
11. The Contractor may deploy his own personnel or re-appoint the presently deployed personnel by the earlier Contractor on his own terms & conditions and it will be the responsibility of the Contractor to ensure that no liability on this account should come on RIMS in respect of workers deployed by him.
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act.
13. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RIMS.



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14. The Personnel deployed by the contractor should possess identity card certified by CSO of RIMS, Imphal. Attested photographs (2 nos.) of the workers shall be submitted to RIMS for identification at the time of disbursement of wages which must be witnessed by the CSO, RIMS, Imphal, Manipur.

15. That the uniform and equipments supplied by the Contractor at his own cost to the persons deployed for this work shall include the following items at his cost and RIMS shall have no liability whatsoever on this account :-

Uniform

- a) Uniform (approved by the Director, RIMS.)
- b) Army cut anklets
- c) Ankle boots
- d) Khurpi Stick (to be decided by the Competent Authority)
- e) Web belt (with baton strap)
- f) Baton beret with ceremonial heckle
- g) Whistle.
- h) The seasonal equipment such as jerseys grey coats in winters and rain coats in monsoon

Equipment

- i) Loaded Dragon torches (for night) – 15 Nos
- j) Hand held metal detectors – 05 No.
- k) Underbelly mirror for vehicle checking – 02 No.
- l) Deep search metal detectors – 01 No.
- m) Walkie Talkies – 12 Nos.

16. At any time during the continuation of the contract, if it is observed that the contractor is not complying with the provisions of the contract or other provisions of various Labour and other Acts. as applicable, the contract may be terminated by the Director, RIMS, Imphal by giving one month notice.

17. The contractor shall give the Permanent Income Tax Number (PAN) for deduction of Income Tax on prevailing rates on the total value of payment to be deposited with Income Tax Department, Imphal.

18. The contract agreement is to be signed by the contractor which will be taken as the date of commencement of the work.

19. The Director, RIMS, Imphal does not bind himself to accept the lowest tender or any tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason and the tenderer shall be bound to comply with the same at the rates quoted.

20. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.



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21. The tenderer may see/inspect the areas/locations within the campus and no claim whatsoever will be entertained for any alleged ignorance thereof.
22. The Security money will be forfeited if the contractor fails to execute the agreement as per the letter of award.
23. Except writing rates and amount the tenderers should not write any conditions or make any charges, additions alterations and modifications in the tender which may result in cancellation of the tender. Tenderers who are desirous to offer rebate the should be brought out separately in the covering letter and submitted along with the tender same.
24. The tenders should be submitted in a sealed cover super scribed with the name of the contract, No. of NIT, date and time of opening, written on the envelope and the draft for EMD only has to be submitted in a separate envelope with the same information super scribed on the top of the envelopes.
25. The Tenderers shall declare in writing that he is in any way related to any officer of RIMS administration.
27. The Contractors/Bidders should certify that there is no legal dispute against him in any court of law in relation to the labour disputes and the Contractors or his agency is not black listed either by Central Govt, State Govt. or by any public/private organization.
28. Tenderers should submit the details of their registrations, particulars of evidence of supplying Security and Sanitation Personnel to any organizations earlier.
29. The monthly rates payable to the workers of the Contractor should be skilled labour rate for security guards(SG) and female security guards(FG) , proportionate increment for field supervisors(FS), sanitation supervisors(SS) and security officer(SO) as directed by Director General (Resettlement)/(DGR), Govt. of India, Ministry of Defence and unskilled labour rate for sanitation workers(SW) fixed by the State Government.
30. It is mandatory for the Contractor to pay minimum wages as fixed by Central Government or State Government, plus the statutory dues like ESI, EPF, Bonus, Service Tax etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evaluation.
31. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected.

COMPENSATION OF LOSSES AND PENALTY

The Contractor shall compensate, in full, the loss sustained by the Institute or its campus inmates on account of any theft, burglary and/or any other kind of lapses for providing security services in the campus, for which responsibilities are entrusted to the agency. The



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Director of the Institute will have the right to impose any penalty for lapses for security services and for recovery of any amount from contractor's bill.

RECRUITMENT AND CONTROL OF PERSONNEL

(1) The Security Guards (SG)

- (i) SG(s) (25% of the total recruit) must be Ex-service personnel from Indian Army / Para-military forces OR having the previous background of working with Manipur Rifles, Assam Rifles, TSR, Border Security Force, CISF, CRPF. The maximum age limit is 45 years.
- (ii) For other 75% of total requirement, the Guard should be well trained with some minimum literacy (preferably School Final/ Madhyamik Pass) and age not below 20 years and not above 40 years.

Out of the above SG, there should be 3 trained female Security Guards (FG) between the age of 20 yrs and of 35 yrs and remaining Guards should be male only.

(2) The Field Supervisor (FS)-Male only

FS(s) should have the experience of working in Indian Army /Paramilitary/Manipur Rifles/ Assam Rifles, TSR, Border Security Force, CISF, CRPF and should have been of the rank of Naik or equivalent and above. The maximum age limit is 50 years.

(3) Security Officer (SO) and Assistant Security Officer (ASO)-Male only

SO(s) should have the experience of working in Indian Army /Paramilitary/Manipur Rifles/ Assam Rifles, TSR, Border Security Force, CISF, CRPF and should have been of the rank of Naib/Subedar or equivalent and above. The maximum age limit is 55 years.

NOTE: All the deployed security personnel must be physically fit for performing security duty round the clock in RIMS campus and must possess good moral character. In this regard, the contractor must seek all credentials of the applicants, including their medical fitness certificates, character certificates, police verification and verify the credentials before recruiting any of them as security personnel.

NOTE: At least 10 (ten) security guards, out of the total guards, should possess valid vehicle driving license and be available on a 8 hrs. shift basis on all days for driving the Institute vehicles including Ambulances, whenever the need arises.

- The Contractor will be the “Employer” within the meaning of different labour legislations in respect of the security personnel employed and deployed by him. All the personnel deployed by him shall be under the direct control and supervision of the contractor.
- The security personnel deployed by the Contractor will be bound to observe all instructions issued by CSO, RIMS.
- Security personnel must be literate and physically fit.
- The contractor shall provide a complete list of the security personnel engaged by him in its final form to CSO, RIMS.