

**REGIONAL INSTITUTE OF MEDICAL SCIENCES
IMPHAL : MANIPUR**

(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Notice Inviting Tender

Imphal, the *26th July* 2018

No. B/SEC/3004/2018-RIMS: Sealed Tenders in **TWO BID FORMAT** (Separate Technical Bid and Financial Bid) are invited for providing contract security services from registered Security agencies having

- a) Established infrastructure for providing security services at Regional Institute of Medical Sciences and its hospital at Imphal.
- b) Capability to provide Ex-Servicemen/trained personnel having good bearing, training and maintaining high standard of turn out.

Tender papers will be available from the Cashier, A-Block, RIMS, Lamphelpat, Imphal on payment of Rs. 1000/- or down loaded from the Institute website i.e. www.rims.edu.in. Those submitting bids with the downloaded forms will be required to enclose Rs. 1,000/- (Rupees One thousand) only in the form of Demand Draft of a nationalized Bank drawn in favour of Director, RIMS, Imphal along with the Technical bid & Financial Bid.

The tenders will be received upto 4 p.m. of 14-08-2018 only at office of Director, RIMS, Lamphelpat, Imphal-795004, Manipur and the bids will be opened on 16-08-2018 at 1 pm in presence of the bidders, if any.

However, the date of opening of tender may be deferred in case unavoidable situation arises and the new date will be intimated to the tenderer. Any subsequent notification, amendments, corrigendum etc. relating to this NIT will be published only in the RIMS website i.e. www.rims.edu.in and no elsewhere.

TENDER FOR PROVIDING SECURITY ARRANGEMENTS

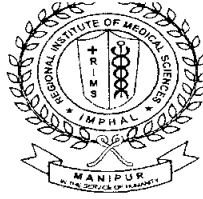
GENERAL TERMS AND CONDITIONS:

1. Eligibility Criteria:

- a. The Registered Office or one of the Branch Offices of the tenderer should be located in Manipur for at least past 2 years.
- b. Should have their own Bank Account;
- c. Should be registered with Income Tax and Service Tax departments;
- d. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act) and should be in compliance of applicable and relevant labour laws.

2. Qualification Criteria

- i. The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least a client.



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ii. Should be providing similar kind of services with deployment of at least 80 personnel in each of the last three years (i.e. providing security services through Ex-servicemen . Civil Guards) in a Regulatory bodies or Large Educational /Research Institutions, Universities run by Central Government / State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies.

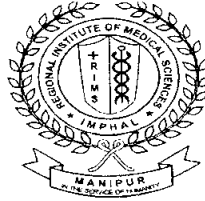
3. Documents required in support of eligibility and Qualification: The Tenderer should submit the following documents along with **Technical Bid**:

- a. Self Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed indicating the address in Manipur in the last 2 years.
- b. Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- c. EMD of required amount as specified in this tender document.
- d. Service Tax and Income Tax clearance certificate of last financial year.
- e. Self-attested copy of Service tax registration certificate for Security Agency, Employee Provident Fund (EPF) and PAN card.
- f. Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given **in Para 2** above.
- g. Declaration for not having been blacklisted by any State Government or by Government of India as per the prescribed format in **Form I** of this tender document.
- h. Audited Account of the agency of the last financial year.

4. The Earnest Money Deposit (EMD) amounting to Rs. 1,00,000/- (Rupees One Lakh) only in the form of Demand Draft from any nationalized Bank and drawn in favour of Director, RIMS should accompany the tender. Tenders without **tender papers cost** (Rs. 1000/-) and **EMD** (Rs. 1,00,000/-) will be **rejected** summarily. EMD of the unsuccessful bidders will be returned to them without interest. EMD of the successful bidder shall be returned on receipt of Performance Security after signing the contract. EMD shall be forfeited if the bidder withdraws his bid during the validity period of Tender.

5. Preparation and Submission of Bids:

- a. Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.
- b. All entries in the tender form should be legible and filled clearly.
- c. The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- d. All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- e. Technical Bid should contain all the documents required and EMD as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement, Details of Staff available with the Agency. (Format as per **Annexure – II**)
- f. Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure - III**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.



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g. The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than minimum wages applicable in which case the bid shall be rejected.

h. Both the bids (**Technical and Financial**) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as "Tender for Security Services at RIMS, Imphal".

6. Evaluation of Tenders:

a. The committee constituted by RIMS, Imphal shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document. All eligibility conditions have to be satisfied on the date of submission of bid and not later.

b. The bid of the bidders who submit their bid in the proper format and with the required EMD and Tender form cost will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.

c. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.

d. RIMS, Imphal may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.

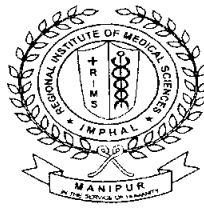
e. Only the Technically qualified bids shall be further considered for opening and evaluation of financial bids.

f. The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract. However it shall not be binding to give the contract to lowest bidder. For the purpose of comparison of total bid amount, to determine the L1 bidder, the rates quoted by the respective bidders for each type of personnel will be multiplied into the corresponding maximum number of that type of personnel mentioned in **Annexure – I** and total thereof derived. To illustrate, rate quoted for each security guard will be multiplied into 230, similarly rate quoted for each Security Supervisor will be multiplied into 25, and so on. Then the total value for the 4 types of security personnel will arrived at to determine L1 bidder. However, award of work will be made by considering the actual number of security personnel quoted by the L1 bidder so determined in the above manner.

g. In case more than one price bid quoting the same rates are received, the winning bidder shall be selected through lottery.

7. Performance Security Deposit and Award of Contract:

a. The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 4 % (four percent) of the total value of the contract in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of RIMS, Imphal covering the period of contract and 90 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful Security service provider. All incidental charges whatsoever such as premium, commission etc. with



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respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of RIMS, Imphal.

b. The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

c. If the successful Tenderer fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender ,after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

8. The duration of the contract for providing security arrangements at RIMS, Imphal, Manipur is for a period of two years from the date of which award of work 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 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 thereof. The detailed scope of work to be carried out by the contractor and tentative number of personnel to be engaged are at **Annexure - I**.

8. 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 latest by 10th day of the subsequent month without waiting for the bill to be cleared/paid by RIMS.

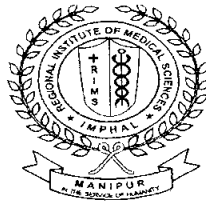
9. The persons employed through the Contractor for all intent and purposes are the employees of the Contractor and cannot claim employment and other benefits from RIMS.

10. Ex-Servicemen or Retired Policeman/Paramilitary personnel of high integrity and good conduct, medically and physically fit persons below the age of 50 years shall constitute 10% of guards preferably to be deployed by the Contractor.

11. The security guards to be provided under the contract should be able to speak **Manipuri** as they may be required to deal with the local people.

12. That the contractors/tenderers shall submit details such as, names, parentage, age, 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.

13. The contractor should obtain a valid license 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 license before commencement of work, and continue to have the same till completion of the contract.



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14. 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. In the event of the Contractor's failure to fulfill 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.

15. 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.

16. 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.

17. 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.

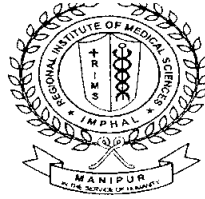
18. The Personnel deployed by the contractor should possess identity card certified by RIMS, Imphal for which attested photographs (2 nos.) of the workers shall be submitted to RIMS for identification.

19. 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 and Equipment

- 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
- i) Loaded Dragon torches (for night) — 25 Nos
- j) Walkie Talkies — 25 Nos.

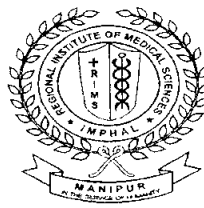
20. At any time during the continuation of the contract, if it is observed that the contractor is not complying with the provisions of the contract or other provisions of various Labour and other Acts, as applicable, the contract may be terminated by the Director, RIMS, Imphal by giving one month's notice.



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21. 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.
22. The contract agreement is to be signed by the contractor which will be taken as the date of commencement of the work.
23. 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.
24. 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.
25. The tenderer may see/inspect the areas/locations within the campus and no claim whatsoever will be entertained for any alleged ignorance thereof.
26. The Security money will be forfeited if the contractor fails to execute the agreement as per the letter of award.
27. 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 should be brought out separately in the covering letter and submitted along with the tender same.
28. 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.
29. The Tenderers shall declare in writing that he is in any way not related to any officer of RIMS administration.
30. 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.
31. Tenderers should submit the details of their registrations, particulars of evidence of supplying Security and Sanitation Personnel to any organizations earlier.
32. The monthly rates payable to the workers of the Contractor should be skilled labour rate for Security Suards(SG) and female security guards(FSG), proportionate increment for Security Supervisors (SS), Assistant Security Officer (ASO) and Security Officer(SO) as per norms fixed by the Central Government as applicable.
33. It is mandatory for the Contractor to pay minimum wages as fixed by the Central Government, plus the statutory dues like 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.



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34. The tenderer shall comply with all the existing Labour Acts such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund etc. For any lapse or breach on the part of the contractor in respect of non compliance of any Labour Legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify RIMS, Imphal, in case the institute is held liable for the lapse on the part of the Contract, in this regard.

34. Tenders which do not fulfill 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 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) (10% of the total recruit) must be Ex-service personnel from Indian Armed Forces/Paramilitary forces OR having the previous background of working with State Police Force, Assam Rifles, TSR, Border Security Force, CISF, CRPF. The maximum age limit is 50 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 18 years and not above 40 years.

Out of the above SG, there should be atleast 25 to 30 trained female Security Guards (FSG) between the age of 20 yrs and of 35 yrs and remaining Guards should be male only.

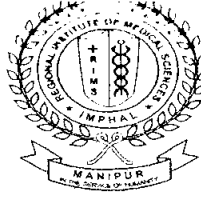
(2) The Security Supervisor (SS)-Male only

SS(s) should have the experience of working in Indian Armed Forces/Paramilitary/Manipur Police Force/ 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 55 years.

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

SO(s) should have the experience of working in Indian Armed Forces /Paramilitary/Manipur Police Force/ 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 58 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.



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- 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 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 RIMS.

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CAO/FA,

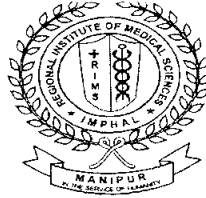
Regional Institute of Medical Sciences,
Imphal

Memo No. No. B/SEC/3004/2018-RIMS:

Dated: the 26th July 2018

Copy to:

1. The Cashier, RIMS, Imphal.
- ✓ 2. The System Administrator, RIMS, Imphal
-to upload the above tender in RIMS website
3. Notice Board.



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ANNEXURE - I

SCOPE of the WORK

Security

RIMS would outsource the security services pertaining to the Institute Campus on Annual Rate Contract (ARC) basis. The scope of work will be as given below:

- (i) Arranging security personnel.
- (ii) Providing round the clock security and sanitation services to the institute which includes:
 - Guarding & protecting all properties belonging to the institute as well as those of the campus dwellers/ visitors/ guests of the institute, against theft, pilferage, burglary, fire etc.
 - Ensuring safety of all institute staff, their family members, visitors and dwellers in the institute campus.
 - Preventing all sorts of anti-social elements from entering into the institute and/or occurrence of anti-social activities in the institute campus, regulating entry of unwanted visitors to the institute, preventing entry of stray animals like cows, buffaloes etc. into the institute checking of gate passes and allowing the entry/ exit of valid material accordingly to/from the institute, regulating the entry and exit of vehicles, maintenance of visitors register and register for vehicles and preserving the registers for verification by the institute authority.
 - Lodging complaints relating to security matters for FIR at the concerned Police Station.
 - All actions and services for safety and security services in the RIMS Campus/ Transit Houses, if not covered above.

Total No. of Security Personnel to be engaged (number is estimated number and may vary depending on the requirement)	- 200 to 230 Security Guards 20 to 25 Security supervisors 01 Asstt. Security Officer 01 Security Officer
No. of security personnel deployed at a time	- To be given by RIMS
No. of shifts a day	- 3
Duration of duty	- 8 hours each shift but not exceeding 12 hours in any case.

Form – I

SELF-DECLARATION – NO BLACKLISTING

To

The Director,
Regional Institute of Medical Sciences,
Imphal

Dear Sir/Madam,

Ref: Tender for Selection of Security Services Provider for RIMS, Imphal

In response to the Tender Document for Selection of Security Services Provider for RIMS, Imphal, I/ We hereby declare that presently our Company/firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization _____

ANNEXURE - II

(A) EARNEST MONEY DEPOSIT INFORMATION

Earnest Money for Rs. _____ (Rupees) _____
deposited either in the form of Demand Draft No. _____ dated _____ drawn on in
favour of Director, Regional Institute of Medical Sciences, Imphal.

Date: _____

Signature of the Tenderer

(B) NAME OF THE WORK - TENDER FOR THE WORK OF PROVIDING SECURITY ARRANGEMENTS AT RIMS, IMPHAL, MANIPUR

Sl.No.	Description	Pages
1.	Cover Page	
2.	Contents	
3.	Appendix Summary Sheet and General Terms & conditions and N.I.T.	
4.	E.M.D and./or Tender Paper Cost :	
5.	Schedule of Rates:	
6.	List of work done by the Contractor:	

7. Number of enclosures:

Signature of the Tenderer.

Copies to be endorsed with Tender document

1. Registration with Contract Labour (Regulation & Abolition) Act. 1970.
2. Shops and Establishment Registration.
3. EPF Registration.
4. Service Tax Registration.
5. Audited Account Statement of the agency for the last financial year.
6. PAN Card copy.
7. Copy of past experiences.
8. Order Copy of present work.

ANNEXURE – III

D1. SCHEDULE OF RATES

(Security Services by RIMS authority)

D2. Name of the Contractor :

D3. Details of Security Guard (Male/Female) to be deployed and rate of the following category of workers

<u>Sl.No.</u>	<u>Description</u>	<u>Rate/month (for one person)</u>
1.	Basic + D.A.	Rs.
2.	Provident Fund(EPF)	Rs.
3.	ESI %	Rs.
4.	Bonus	Rs.
5.	Gratuity	Rs.
6.	Any other (specify)	Rs.

Total : Rs.

7. Leave/Off/National Holiday (Leave Reserve) Rs.

A. Total Rs.

8. Service Charge on 'A' Rs.

B Total Rs .

9. Service Tax on 'B' Rs.

Grand total:

(i). Total per month _____ per person

(Rupees in words) _____.

(ii). Total number of person _____

D4. Security Supervisor

Sl.No. Description

Rate/month (for one person)

1.	Basic + D.A.	Rs.
2.	Provident Fund(EPF)	Rs.
3.	ESI %	Rs.
4.	Bonus	Rs.
5.	Gratuity	Rs.
6.	Any other (specify)	Rs.

Total : Rs.

7. Leave/Off/National Holiday (Leave Reserve) Rs.

A. Total Rs.

8. Service Charge on 'A' Rs.

B Total Rs .

9. Service Tax on 'B' Rs.

Grand total:

(i). Total per month _____ per person

(Rupees in words) _____.

(ii). Total number of person _____

D5. Assistant Security Officer

Sl.No. Description

Rate/month (for one person)

1.	Basic + D.A.	Rs.
2.	Provident Fund(EPF)	Rs.
3.	ESI %	Rs.
4.	Bonus	Rs.
5.	Gratuity	Rs.
6.	Any other (specify)	Rs.

Total : Rs.

7. Leave/Off/National Holiday (Leave Reserve) Rs.

A. Total Rs.

8. Service Charge on 'A' Rs.

B Total Rs .

9. Service Tax on 'B' Rs.

Grand total:

(i). Total per month _____ per person

(Rupees in words) _____.

(ii). Total number of person _____



D6. Security Officer only

Sl.No. Description Rate/month (for one person)

1.	Basic + D.A.	Rs.
2.	Provident Fund(EPF)	Rs.
3.	ESI %	Rs.
4.	Bonus	Rs.
5.	Gratuity	Rs.
6.	Any other (specify)	Rs.

Total : Rs.

7. Leave/Off/National Holiday (Leave Reserve) Rs.

A. Total Rs.

8. Service Charge on 'A' Rs.

B Total Rs .

9. Service Tax on 'B' Rs.

Grand total:

(i). Total per month _____ per person

(Rupees in words) _____.

(ii). Total number of person _____

**Signature of Contractor
with stamp**

Date:

Proforma of Performance Bank Guarantee

In consideration of the Director, Regional Institute of Medical Sciences, Imphal(hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between RIMS, Imphal and (hereinafter called "the said contractor(s) for the work of Contract Housekeeping Services (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).

2. We do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the RIMS, Imphal stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. (Rupees.....)

3. We, the said Bank, further undertake to pay to the RIMS, Imphal any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the RIMS, Imphal under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, RIMS, Imphal on behalf of the RIMS, Imphal certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We..... further agree with the RIMS, Imphal that the RIMS, Imphal (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RIMS, Imphal against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being

granted to the said contractor(s) or for any forbearance, act of omission on the part of the RIMS, Imphal or any indulgence by the RIMS, Imphal to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We... .. lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the RIMS, Imphal in writing.

7. This guarantee shall be valid up to unless extended on demand by the RIMS, Imphal Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... .. Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the day of for

(Indicate the name of the Bank)