

पूर्वोत्तर इंदिरा गांधी क्षेत्रीय स्वास्थ्य एवं आयुर्विज्ञान संस्थान
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

(भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, स्वायत्त संस्थान)

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

निदेशक ब्लॉक, मावडियांग्दियंग, शिलांग -793 018 (मेघालय) /Director's Block, Mawdiangdiang, Shillong -793 018 (Meghalaya)

Store & Procurement:

Tele Fax: (0364) 2538032

F. No: NEIGR/S&P/A -09/2017 -18

Email: storeneigrihms@gmail.com

Website: neigrihms.gov.in

Dated: 03/7/2020

To,

Ms. Sushanta Kumar Nayak,
Regional Head, ICICI Bank Ltd.,
Shillong, Meghalaya

Tel: 9937021424; Email: sushanta.nayak@icicibank.com / loknath.sah@icicibank.com

Sub: Provisional letter of Intent –Installation, Operation and Maintenance of Automated Teller Machine (ATM) at the Casualty Area of the Institute at Mawdiangdiang, Shillong -793018 initially for a period of five years, subject to renewal at the option of the institute.

Ref:

1. Tender Enquiry No: NEIGR/S&P/OT-14A/2019 -2020; dated: 04.10.2019 and your offer in response to our tender.
2. Price Negotiation /Discussion /Confirmation dated: 28.06.2020.

Sir / Madam,

1. With reference to your bid and in accordance with the terms, conditions of the tender document and this letter of intent, the Institute is pleased to offer a service contract/ licensee for installation, operation and maintenance of Automated Teller Machine (ATM) on total turnkey basis by the Bank at the Casualty area of the Institute at Mawdiangdiang, Shillong -793018 initially for a period of five years, subject to renewal at the option of the institute, at a rental fee of **Rs 30 per sq. feet /per month (plus GST)** w.e.f. 15/07/2020 for the service and cost listed below.

Price Details:

Sl. No.	Particulars	Rental Amount (per month)	Goods & Service Tax (GST) @ 18%	Total Amount (in Rs) for running of ATM, as per tender conditions, per month
1.	Installation, operation and maintenance of Automated Teller Machine (ATM) at the Casualty Area of the Institute at Mawdiangdiang, Shillong -793018. <u>Area the space provided = 144 square feet (approximately). (FORMER OPEN ROOM)</u>	Rs 4320.00	Rs 777.60 (Reverse Charge basis)	Rs 5097.60 (Rupees Four thousand Seven hundred Eight and Twenty paise only)

2. The Accepting officer reserves the right to have second inspection, which would be nominated by the Director of the Institute, and have the right to take necessary action, if found not conforming to the terms & conditions of the contract though the report of the earlier inspection has been accepted by the normal inspection authority.
3. The terms and conditions of the tender and the agreement executed will be binding on the licensee/bank. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS / Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/ bank (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
4. The contract for providing the services is valid for a period of five years, subject to renewal at the option of the institute, from the date of award. It may be made clear that the said contract period may be extended on the option of the Director, NEIGRIHMS, if situation warrants till the finalization of the next tender, subject to

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satisfactory performance; However, the Institute reserves the right to terminate the contract with one month notice.

5. The bank/licensee will be responsible for complying with payment of minimum wages and other Social Security benefits including prescribed number of leave/holiday and prescribed hours (maximum work hours) of Work Schedule as per Labour Laws in force from time to time, for its manpower deployed in the services. Further, the agency is responsible for any violation of laws related to Social Security (E.S.I. & P.F., etc.). In the event of deployment of manpower by the said agency that covered under the provision shouldering responsibility towards Service Tax, wherever applicable & other Labour legislations. The agency will also be responsible for maintaining the premises as pollutant free and to obtain necessary certificate from competent authority of Pollution control and thereafter to obey such statutory orders from time to time, including treatment & disposal of garbage, and the agency will be liable for any consequences resulting from violation of any such rule / provision.
6. In the event of failure on the part of the licensee/bank to provide adequate service, then, necessary action will be taken by the management of NEIGRIHMS. If there is any complaint against the licensee, the licensee shall be afforded an opportunity to furnish explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserve the right to impose any penalty in addition to termination of contract and the decision of Director, NEIGRIHMS, Shillong shall be final and binding on the licensee/agency.
7. The bank /licensee hereby indemnify that the bank /licensee shall not represent to a third party during the currency contract /service provision in NEIGRIHMS, as a employee of NEIGRIHMS, Shillong and issue any identity card indicating any authority of NEIGRIHMS, Shillong.
8. The agency shall undertake to sign the contract agreement within 15 (fifteen) days from the date of issue of the letter of acceptance/Intent, failing which Earnest money deposit may be forfeited, in such event, the Institute shall proceed for a fresh tender. However, successful bidder shall execute an agreement on non – judicial stamp paper of value of Rs 100.00 (stamp duty to be paid by the bidder).
9. The agency must possess the valid license issued by the competent authority for carrying out the service for operation and maintenance of Automated Teller Machine (ATM). The agency shall be responsible for complying with all laws pertaining to the services as well as those pertaining to engagement of manpower.
10. The agency will have to pay the water–supply / electricity consumption /license fee / rental amount within the 7th day of the subsequent month. One year consumption /license fee to be paid by the agency, in advance, at the time of signing the contract. In case of delay, levy of 0.5 % per week or part thereof of the monthly amount , shall be payable to NEIGRIHMS, Shillong.
11. Competent authority reserves the right to amend /incorporate changes in any form, during the entire contract period, without any changes in the offered rates /cost and any other term and conditions of contract.
12. NEIGRIHMS may waive any minor infirmity or non- conformity or irregularity which does not constitute a deviation, provided such waiver does not prejudice or affect the relative ranking of EOI.
13. Separate electrical connection for ATM shall be taken by the bank/licensee on their own and the bank /licensee has to pay the electricity bill to the Institute as applicable.
14. Security arrangement of the ATM will be the responsibility of concerned bank/licensee. NEIGRIHMS shall not be responsible for any loss of cash, any loss of installation, equipment etc.,
15. All services for connectivity of ATM viz., lease lines/ broad band/ internet/ telephone lines / Air Conditioner to be procured /installed by the concerned bank(s)/licensee.
16. The premises shall be used for the purpose of installation, operation and maintenance of ATM only
17. All electrical consumables like bulbs, tubes, etc are to be replaced by the party, in case they are damaged.
18. Successful bank shall not be permitted to draw any electrical connections /extension, etc without obtaining approval from the Institute's Estate division.
19. Water taxes, if any, shall have to be paid as and when imposed by the Institute.
20. There shall be no structural damage to the premises.
21. Institute cannot ensure 24 (hrs) x 7 (days) electricity power supply. Party may install their own UPS, if required, to run their storage facilities with due intimation to the Institute.
22. The licensee shall pay all the Central, State and local levies including GST being imposed or assessed by the competent authority or levied in future from time to time
23. The licensee shall obtain all the required permissions/license from concerned authorities for running the ATM at their own level and shall obey all the rules/regulations applicable from time to time in this regard and take all the security precautions to safeguard the equipment's installed/provided at the premises.
24. The licensee shall be called upon for repair the premises in case it is found that the premises requires repair. It shall be the responsibility of the bank/licensee to renovate/construct the space for ATM Counter immediately at their own cost.

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25. The licensee shall submit a copy of verified antecedents of their employees /staff deployed on the allotted site from the police authorities /Superintendent of Police within one month from the date of actual possession.
26. No obnoxious trade shall be carried on in the premises. No other illegal activity shall be allowed to be carried by licensee and in case of such eventuality, all the responsibility or legal obligation fall upon the licensee.
27. Maintenance and regular functioning of the ATMs for all the 24 hours should be ensured by the Bank/licensee and NEIGRIHMS, Shillong will not undertake any responsibility in this account.
28. In the surroundings of the allocated ATM area, the bank/ licensee shall be responsible for upkeep, pest control service, security and sanitary services during the entire period of the contract and the extended period.
29. All electrical gadgets including CCTV, digital watches/lockers, furniture, consumables related to lightning and air conditioning, etc., shall be maintain by the bank/licensee at its own cost and risk.
30. Upon cancellation of contract/ completion of period of services, the bank/ licensee should handover the peaceful legal possession of the entire unit with area provided as per the scope of the contract. The Institute also reserve the right o assign or allot or award the contract to any third party upon cancellation of contract / license.
31. Bank/licensee shall be fully responsible for the maintenance in respect of proper design, quality and workmanship of all hardware, equipment, accessories, spare part etc. Covered by the agreement. Bank/licensee must warrant all hardware, equipment, accessories, spare part etc. against any manufacturing defects during the period of contract.
32. All Other terms and conditions are as per Tender Enquiry No: NEIGR/S&P/OT/E -14A/2019 -2020.
33. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. The jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre -institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987. The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong.

Yours faithfully,

[Signature]
Deputy Director (Admn.),
NEIGRIHMS

Deputy Director (Administration)
North Eastern Indira Gandhi
Regional Institute of Health &
Medical Sciences, Shillong

Copy forwarded for Information and necessary action please:

1. Medical Superintendent
2. Accounts Officer
3. Financial Adviser / Internal Auditor
4. Executive Engineer (Civil) / AE (Electrical) ~ to receiving *Electrical*
5. Stores Section record / Control Staff / *Stores* / *allied duty on monthly bases*
6. Chief Security Officer /In-charge Sanitary department / AO (S) of AAB / PA to Director
7. Mr Romanus ~ to upload on the website

[Signature]
Deputy Director (Admn.),
NEIGRIHMS

Deputy Director (Administration)
North Eastern Indira Gandhi
Regional Institute of Health &
Medical Sciences, Shillong