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Tender Document

Paschim Banga Gramin Bank invites Tender for Engagement of Contractors for providing Multipurpose Workers for 29 Branches of PBGB in five districts of West Bengal for various miscellaneous work for 11 month period from April, 01, 2019 to February, 29, 2020.

Last Date for submission: 3:00 pm on March,07,2019

Date of Tender: 20.02.2019

Place: Howrah

(S.K.SAHU) GENERAL MANAGER

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Our Profile

Paschim Banga Gramin Bank is one of the leading Regional Rural Banks formed by amalgamation of three erstwhile Gramin Banks viz. Howrah Gramin Bank, Bardhaman Gramin Bank and Mayurakshi Gramin Bank as per Govt of India Notification No: 1/4/2006-RRB dated 26.02.2007. On amalgamation of erstwhile three Gramin Banks now termed/treated as transferor Banks, newly established Paschim Banga Gramin Bank, a UCO Sponsored RRB has five districts viz. Howrah, Hooghly, East & West Burdwan and Birbhum as its area of operation, with 230 Branches.

<u>Tender for Engagement of Contractors for providing Multipurpose Workers for</u> <u>29 Branches of Paschim Banga Gramin Bank</u>

TERMS & CONDITIONS:-

General Instructions: 1. PBGB, Howrah intends to engage contractors for providing Multipurpose Workers for 29 Branches in five districts of West Bengal as per laid down Contractual obligations for 11 months from April, 2019 to February, 2020. However, the Contract can be further extended for a further period of one / two years or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the contractor.

The estimated number of Multipurpose Workers will be twenty none (29), which may include female Multipurpose Workers also. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the currency of the Contract. The Bank reserves the right to award entire Contract to one contractor or contractors.

Submission of Tender:

Interested contractors shall submit the tenders in prescribed form in two parts Part-I and Part-II separately. Part-I of the tender will contain the Technical Bid including the contractor's covering letter, contractor's additional conditions, if any, and be in a sealed envelope, superscribing "Tender for Engagement of Contractors for providing Multipurpose Workers at PBGB, Howrah from April, 2019 to February 29, 2020".

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Part-II of the tender will contain contractor's Financial Bid only and be in a separate sealed envelope, superscribing the name of relevant Contract. Both these sealed envelopes should further be sealed in another envelope and addressed by name to the General Manager, (PAD), Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah-711101and submitted to the Bank

on or before March 07, 2019 upto 3pm in the manner enumerated above.

Tender cost

The cost of tender is Rs. 5000 which is not refundable. All bidders have to enclose a bank draft oF Rs. 5000/- along with Bid application in favour of Paschim Banga Gramin Bank payable at Howrah/Kolkata

Bank Guarantee

The successful bidder shall furnish a bank guarantee of Rs. 50000 (Rs. fifty thousand only) from a commercial bank in favour of Paschim Banga Gramin Bank and shall cover entire period of contact.

Scope of Work: Work to be performed by Multipurpose Worker

- i. To perform activities such as receiving and delivering documents or items, including correspondence, memorandum, publications, records, files, packages, etc. and to assist with basic Office duties such as photocopying, filing and assisting superiors as and when necessary.
- ii. To serve Officers / staff of the Bank with water, tea/ coffee and lunch upon demand and to attend to visitors and promptly serve them with water, tea/ coffee and other needs.
- iii. To maintain cleanliness of the Office, Office equipment's and furniture and clean them as and when required.
- iv. Cleaning of floors/toilets/common areas etc. with suitable tile cleaning chemicals provided by the bank and keeping the passage clean at all times, even if it means cleaning repeatedly. Refilling of Hand Wash / Liquid Soap, Air freshener etc. as and when require.
- v. Cleaning of windows and doors internally every day and externally once in a month.

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vi. To perform other miscellaneous office work assigned by the Officers / staff of the Bank.

vii. Over and above the activities mentioned above, any other work relating to Housekeeping of the designated areas will be done as and when required as per the instructions of the Officers / staff of the Bank.

viii. The Firm / Contractor have to deploy 29 persons on all working days. The Office normally remains closed on 2nd and 4th Saturdays, all Sundays and Bank Holidays. However, the firm will have to deploy personal in case office is required to be open on holidays/Saturday/Sunday."Swach Bharat Cleaning" as and when notified by the Competent Authority, there will be an elaborated cleaning of the premises including the common area, staircase, UPS Room, Server Room, Parking area and terrace (before any celebrations). No Additional payment will be made on account of this cleaning exercise.

If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

Application containing false or inadequate information is liable for rejection.

Financial Bids of only those contractors who qualify the Technical Bid only will be opened. Financial Bids of the contractors who do not qualify the Technical Bid will be returned to them unopened.

Instructions for Filing the Tender Form:

- i. The tender form must be filled either in English or in Hindi and all entries must be handwritten. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- ii. Rates should be quoted in both words and figures in the columns specified. Alteration and overwriting of figures is not permitted at all. Other than figures, all erasures and alterations made while filing the tender must be authenticated by initials of the contractor. Failure to comply with this condition will render the tender void at the Bank's option.
- iii. Each of the tender documents should be signed by the person / persons submitting the tender in token of his / her / their having acquainted himself / herself / themselves with the conditions of Contract, etc. as laid down. Any tender with any of the documents not so signed will be rejected.

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iv. The tender submitted shall be signed by a competent authority otherwise, the tender may be rejected by the Bank.

v. The contractor must use only the tender forms issued by the Bank. Any addition/ alteration in the text of the tender form made by the contractor shall not be valid and shall be treated as null and void.

Eligibility Criteria (Pre-qualification Criteria):

The contractor should satisfy the following conditions and is requested to enclose the following documents in Part-I, Technical Bid for examining their qualification/suitability. Part-II, Financial Bid of only those contractors will be opened who are found eligible after the scrutiny of Part-I, Technical Bid:

- i. The contractor should have minimum 3 years of experience of contactor with any of commercial/ RRB bank as on 31.03.2018. Applicant should furnish their client list showing the details of work carried out during the last 3 years. Produce the copies of work orders from clients for executing multipurpose worker related job in baking sector for last three years. PBGB shall have the discretion to make such enquiry from the clients as it deems fit.
- ii. Contractors should have all regulatory compliances including (PAN/TAN/GST and Labour Welfare Registrations etc.) supported by documentary evidence.
- iii. Contractor should have an office in West Bengal.
- iv. Rates quoted by the agency should be in accordance with The Contract Labour Act 1970, The Minimum Wages Act 1948, The Employment of children Act 1938, Shops and Establishment Act and other acts as applicable from time to time. Tender having quoted rates below the prescribed rates will be rejected. The Bank shall deduct TDS and other statutory dues (wherever applicable) as per statutory norms.

Eligibility Criteria for Multipurpose Workers to be deployed:

- i. Multipurpose Workers must be persons between 18 and 50 years of age.
- ii. Multipurpose Workers should be fluent in local languages.
- iii. Multipurpose Workers should have Aadhaar Cards.

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iv. Multipurpose Workers should be resident of West Bengal.

v. Character & Antecedents of Multipurpose Workers should be verified by Police/Civil Authorities before their engagement in the bank and should be submitted to PBGB, HO, Howrah prior to their engagement in the bank.

Pay Structure:

The Contractor shall also comply with various Labour Laws as applicable from time to time. Rates quoted by the agency should be in accordance with Minimum Wages Act as prescribed by the Government of West Bengal from time to time. Tender having quoted rates below the prescribed rates or inflated rates will be rejected. The rates should be inclusive of all charges. The Bank shall deduct TDS and other statutory dues (wherever applicable) as per statutory norms.

Agreement Between the successful contractor and the Bank:

The successful contractor shall execute an Agreement, at its own expenses, on a non judicial Stamp Paper of appropriate value, as per the format provided by the Bank, in duplicate, on receipt of intimation from the Bank of the acceptance of his tender. The Bank and the contractor will retain one copy of the agreement each.

No Commitment to Accept Lowest or any Tender:

The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. Further if the rates quoted by the contractor is found to be in contravention of payment of minimum wages Act or other applicable laws, the Bank will have the discretion to award tender to the contractors complying these laws / rules.

Terms of Payment:

- i. The contractor shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender.
- ii. The contractor will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the contractor and submitted to the

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Bank shall be made by the Bank after the end of every calendar month. The contractor must ensure payment to the manpower deployed by 5th of every month and submit bill towards the same by 10th of the same month (or next working day if 10th is not a working day). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing which the bill may not be paid.

iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the contractor shall not claim themselves as the employees of the Bank and there shall be no employer employee relationship between the Bank and the persons so deployed by the contractor.

iv. In the event of termination of the contract for any reason whatsoever, the contractor or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

Penalty and Liquidated Damages:

i. The Bank will impose a penalty at a suitable rate / pro rata basis per person per day if the manpower deployed are found unauthorizedly absent.

ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful contractor are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful contractor can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

Uniform and Other Facilities:

i. It shall be the responsibility of the successful contractor to provide full uniform (summer and winter both) alongwith the nameplate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government. ii. The Bank will not provide accommodation to the multipurpose worker in the Bank's Premises or elsewhere.

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Reporting:

- i. The contractor will introduce its manpower to Officer-in-Charge, declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the contractor shall furnish the complete particulars / bio-data of multipurpose worker with passport size colour photo, before deployment, including a copy of the Aadhaar Card, wherever applicable.
- ii. The Bank reserves the right to advise the contractor to remove any multipurpose worker found not discharging his or her duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of Multipurpose Workers deployed by the contractor will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the contractor will have to abide by such direction.
- iv. In case of any pilferage, damage or theft, the contractor or its representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss.
- v. It may be distinctly understood that there shall not be any unauthorised absenteeism by the multipurpose workers. In case of unauthorised absenteeism, if any, replacement will have to be provided by the contractor.

Termination of the Contract:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
- a. in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
- b. the contractor commits a breach of any terms and conditions of this agreement and/or
- c. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

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ii. In case, the contractor wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

<u>Settlement of Disputes by Arbitration:</u> If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Howrah and only courts in West Bengal shall have jurisdiction to determine the same.

Other terms and conditions:

- i. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for the following:
- a. Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
- b. Any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of Contract on the part of the contractor and the Bank shall be entitled to claim damages and pursue legal remedies.
- c. All losses and claims, damages or compensation for breach of any provisions of The Contract Labour Act 1970, The Payment of Wages Act 1936, The Minimum Wages Act 1948, The Employment of children Act 1938 or any other applicable law/statute in force from time to time in this regard. The contractor shall be wholly responsible for liabilities, if any, in this regard.
- ii. Any dispute regarding working hours and of compensation payable to the workers deployed by the contractor will be the responsibility of the contractor and no representation will be entertained on this issue by this Office. The contractor shall totally indemnify the Bank in this regard.
- iii. If awarded, the contractor shall not assign the Contract. The contractor shall not sublet any portion of the Contract except with written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the Contract.

HEAD OFFICE NATABAR PAUL ROAD, CHATTERJEE PARA MORE

TIKIAPARA, HOWRAH-711101 Phone: 2667 9650; Fax: 26679589 www.pbgbank.com

iv. If any contractor is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients are not found satisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender and his sealed cover containing Part-II of the tender will be returned to the contractor. The Bank is not bound to assign any reason for rejecting the tender.

- v. After prima facie scrutiny, if any contractor is found not fulfilling the required eligibility criteria, the tender submitted by it will not be processed further.
- vi. The contractor / manpower deployed by it shall not disclose directly or indirectly to anyone details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipments etc., which may come to the possession or knowledge of the contractor during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank.
- vii. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- viii. The contractor shall ensure that no employee of the contractor will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.
- ix. The contractor must obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only well trained, literate, disciplined and honest personnel shall be deployed.

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x. The contractor shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The contractor has to give an undertaking on to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by the Bank as per Minimum Wages Act, 1948 and other applicable laws. The contractor shall also keep the Bank indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities.

xi. The contractor shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, neat uniform, display of I cards, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or the manpower deployed have observed the same.

xii. The Contract can be further extended for a further period of one / two years or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the contractor. The decision of the Bank in this regard will be final.

xiii.All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the contractor and the Bank shall not be liable in any manner whatsoever.

xiv. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the contractor shall alone be liable to pay such damages or compensation to the persons deployed.

Opening of Tender:

Part-I of the tender will be opened at 04:00 pm on 7th March 2019 in the presence of the contractors or authorized representative of the contractors who choose to be present. Part-II, Financial Bid of only those contractors who qualify the Part-I, Technical Bid will be opened on 8th March 2019 at 4:00P.M

Raise of Query

Querry if any can be raised on or before 27-02-2019 upto 5 P.M and thereafter no querry will be entertained. Bank reserves the right to entertain or

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reject the querry without assigning any reason. Queries should be send via email to mail id: ho.pad@mail.pbgb.co.in

In case more than one contractors quote the same rate in Financial Bid, the award of the contract will be decided on the basis of experience of serving in Banking Sector. If the same situation prevails, the Bank reserves the right to award the Contract to any of them. The decision of the Bank in this regard will be final and binding on the contractors.

The contractor must obtain for itself on its own responsibility and at its own expenses all the information which may be necessary for the purpose of making tender and for entering into a Contract and must inspect the site of work, acquaint itself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

Paschim Banga Gramin Bank Reserves the right to:

- Reject any or all responses received in response to the tender without assigning any reason whatsoever.
- Cancel the tender at any stage, without assigning any reason whatsoever.
- Waive or Change any formalities, irregularities, or inconsistencies in this
 proposal (format and delivery). Such a change / waiver would be duly
 and publicly notified in the Bank's website before the closure of the bid
 date.
- Extend the time for submission of all proposals and such an extension would be duly communicated to all the companies.
- Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within a specified time frame.
- Select the bidder even if a single bid is received as response.

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Other terms & conditions:

a) Modification in tender documents:

The Bank reserves the right to modify any part of this document as and when required or warranted. Such change(s) if any may be in the form of an addendum / corrigendum and will be uploaded in Bank's website www.pbgbank.com. All such change(s) will automatically become part of this request for EOI and will be binding on all applicants. Interested applicants are advised to regularly refer the Bank's URL (https://www.pbgbank.com/)referred to above for any updates.

Date:- 20-02-2019 Place: Howrah

CENERAL MANAGER

(S.K.SAHU) GENERAL MANAGER

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Application (On letter head of the contractor)

Date:

The General Manager Paschim Banga Gramin Bank Head Office, Chatterjee Para More, Tikiapara, Natabar Pal Road, Howrah-711101

Sir,

<u>Tender for Engagement of Contractors for providing Multipurpose Workers for 29 Branches of PBGB in five districts of West Bengal for various miscellaneous work from April, 01, 2019 to February, 29, 2020</u>

I/We hereby offer for my/our services to be engaged for providing <u>Multipurpose</u> <u>Workers</u> to be deployed at PBGB, Howrah, 29 Branches.

I/We am/are aware that the engagement does not guarantee any work order.

In the event of getting a Contract, I/We agree to honour the obligation with due diligence and efficiency as required by PBGB, Howrah.

I/We also understand that mere filling of the Application form does not automatically qualify me/us for being engaged.

I/We also agree to PBGB Howrah's right to reject any or all Applications (including mine/ours) without assigning any reason thereof.

I/We understand that PBGB reserves the right to entertain or reject any tender at any stage of scrutiny without assigning any reason

I/We agree to all the terms and conditions of the tender notice.

Thanking you

Yours faithfully

Signature and Seal of the contractor:

Address:

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Part- I TECHNICAL BID (BASIC INFORMATION)

<u>Technical bid for Engagement of Contractors for providing Multipurpose</u>

<u>Workers for 29 Branches of PBGB in five districts of West Bengal for various</u>

<u>miscellaneous work from April, 01, 2019 to February, 29, 2020</u>

SI. No.	Information Required	Comments Contractor	of	the	proof attached
1	Name, Address and Contact No. of the Contractor				
2	Aadhaar No. /Pan No. / Other Identity Proof				
3	The contractor should be serving the Banking Sector continuously for least for 3 years as on March 31, 2018				
4	Whether the contractor complies with the provisions of The Contract Labour Act 1970, The Payment of Wages Act 1936, The Minimum Wages Act 1948, The Employment of children Act 1938 and other acts as applicable from time to time.				
5	Existing Deployment		-		
6	Head office address				
7	Office at west bengal				

Signature of authorised person of bidder with seal

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Last date for submission :- 3:00 P.M on March 7th, 2019 PART-II

Financial bid for Engagement of Contractors for providing Multipurpose Workers for 29 Branches of PBGB in five districts of West Bengal for various miscellaneous work from April, 01, 2019 to February, 29, 2020

SI. No.	Description of charges	Rate per person (per month)	Total charges for all 29
			persons
1			
2			
3			
4			
5	Grand total		

Date:

Signature of authorised person of bidder with seal

DATE:- 20-02-2019 PLACE:- HOWRAH

> (S.K.SAHU) GENERAL MANAGER

GENERAL MANAGER