

**A GOVT. ENTERPRISE**

একটি সরকারী সংস্থা

Tender Document**Request for Proposal (RFP)**

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 June, 01, 2020 to April, 30, 2021.

Tenderers may download the RFP document from the e-Tender website www.tenderwizard.com/eproc or Bank's official website www.pbgbank.com.

RFP REF NO: PBGB/HO/RFP/130/2020-21, Date: 14/05/2020

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the Bidder.

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আপনার জন্য ব্যাংক- সকলের জন্য ব্যাংকিং

HEAD OFFICE:- NATABAR PAL ROAD, TIKIAPARA MORE, CHATTERJEE PARA MORE, HOWRAH- 711101

প্রধান কার্যালয়:- নটবর পাল রোড, চ্যাটারজি পারা মোড়, টিকিয়াপাড়া, হাওড়া- ৭১১১০১

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Tender Reference	Tender No.130/2020-21 Dated 14/05/2020
Tender Cost	The bidder shall furnish tender cost (non-refundable) of Rs.5000/- by way of NEFT/RTGS/(Account No.- 10011082030033, Name of Account- "TENDER FEE", IFSC Code- UCBAORRBPBG(Fifth Digit is ZERO)) Demand Draft drawn on any schedule bank in favour of Paschim Banga Gramin Bank, payable at Howrah or Kolkata. Scanned copy of Demand Draft should be uploaded in e-tender website provided above. Non-uploading of tender cost in e-tender website is liable to be rejected on grounds of non-submission of tender cost.
Date of issue of RFP	14/05/2020
Last Date & Time for Submission of Tender:	Bids can be submitted online before 26/05/2020 upto 3.00 pm at e-Tender website www.tenderwizard.com/eproc
Date and Time of Opening Technical Bid.	On 27/05/2020 at 11.00 am at Paschim Banga Gramin Bank, HRM Department, Head Office, Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101
Date and Time of Opening of Price Bid.	28-05-2020, AT 11 A.M . Price Bid of tender will be opened for those vendors whose technical bid is qualified.
Validity of Tenders	6 months from the date of opening
Address of communication	Paschim Banga Gramin Bank, HRM Department, Head Office, Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101
Process of submission of tender document.	This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e-Tendering Service Provider M/s Antares Systems Ltd through Website https:// www.tenderwizard.com/eproc Following activities will be conducted online through above website: a) Submission of Technical Bid & Commercial Bid by the Vendor b) Opening of Technical Bid & Commercial Bid by the Bank c) Clarification, if any, sought by the Bank. d) On-line evaluation by the Bank. Representatives of Vendors will be given training, if any, for e- Tendering by the Service Provider, M/s Antares Systems Ltd. • Bidders who wish to participate in online tenders

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	<p>will have to register with the website (https://www.tenderwizard.com/eproc) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.</p> <ul style="list-style-type: none"> • Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd: <ol style="list-style-type: none"> a) Support to the Bidders for participating in the bids through e-tendering Website. b) Call center support/ email/ phone/mobile etc. in all possible medium. c) Registration with the e-tendering website. d) User Manual / Training Kit to the Bidder. e) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system. f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact <p>Antares Systems Ltd. Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034</p> <p>Help Desk: Contact Person: Mr. Kushal Bose/ Mr. Tousik Ghosh Mobile no. 07686913157 / 09674758724 (On working days-0900 hours–1800 hours) e-mail: kushal.b@antaressystems.com :tousik.g@antaressystems.com</p> <ol style="list-style-type: none"> g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only. h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents
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	After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
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Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Bank in this regard shall be final, conclusive and binding on all the Tenderers.

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract. The tenderer is advised to acquaint himself/herself/themselves with all local conditions, nature of work and all matters pertaining thereto.

All the information relating to corrigendum if any, selection of bidders to participate in Price Bid, name of L-1 bidders etc. will be uploaded in Bank's website which may please be noted.

Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <https://www.tenderwizard.com/eproc>. latest by 26-05-2020 up to 3.00 PM.

General Manager
PA & HR Department,
Paschim Banga Gramin Bank
Howrah

Date of Tender : **14.05.2020**, Howrah

GENERAL MANAGER

(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 and five administrative offices.

Tender for Engagement of Contractors for providing Multipurpose Workers for 29 Branches of Paschim Banga Gramin Bank**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 June, 2020 to April, 2021. However, the Contract can be further extended for a further period of one / two years (during the subsistence of the Agreement) 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 nine (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:

Documents required with the prescribed form:(To be scanned and uploaded in our e-tender website.)

Interested contractors shall scan and upload 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 and applications.

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Part-II of the tender will contain contractor's Financial Bid only and be in a separately scanned and uploaded. Both these documents should be scanned and uploaded in the website ([https:// www.tenderwizard.com/eproc](https://www.tenderwizard.com/eproc)) on or before 26th May, 2020 up to 3pm in the manner enumerated above.

Tender cost

The cost of E-tender is Rs. 5000/- which is not refundable. All bidders have to upload a scanned copy of the bank draft of Rs. 5000/- or scanned copy of NEFT Transaction Receipt, along with scanned copy of Bid application along with Technical and Financial Bid in favour of Paschim Banga Gramin Bank payable at Howrah/Kolkata

Bank Guarantee

The successful bidder shall furnish a bank guarantee of Rs. 50,000 (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

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 June, 2020 to April, 2021. However, the Contract can be further extended for a further period(s) as per Bank's discretion and subject to satisfactory performance and adherence to Contractual obligations by the contractor. The estimated number of Multipurpose Workers will be twenty nine (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.

Interested Service providing Agency may upload the required documents through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <https://www.tenderwizard.com/eproc> duly completed in all respects on or before 26/05/2020 till 3.00 p.m.

Following are the activities to be performed by Multipurpose Workers:-

i. To perform activities such as receiving and delivering documents or items, including correspondence, memorandum, publications, records, files,

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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/customers 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 at regular interval

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."Swachh 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 not be opened and will be rejected.

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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/typed. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its sole 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 discretion.

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.

iv. The tender uploaded 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.

vi. Physical submission of tender will not be accepted and the same must be scanned and uploaded in the website mention above.

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 contractor with any of Commercial Bank/ RRB as on 31.03.2020. 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.

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ii. Contractors should have all regulatory compliances including (PAN/TAN/GST and Labour Welfare Registrations etc.) supported by documentary evidence. Scanned copies of the same to be uploaded along with other documents.

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.

Rejection of the Bid: The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.
- b) It is received through Telegram/Fax/E-mail.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- e) If there is any conflict of interest between Bank and Bidder.

Eligibility Criteria for Multipurpose Workers to be deployed:

- i. Multipurpose Workers must be persons between 18 and 59 years of age.
- ii. Multipurpose Workers should be fluent in local languages.
- iii. Multipurpose Workers should have Aadhaar Cards.
- iv. Multipurpose Workers should be resident of West Bengal, preferably of the locality.

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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. Bank reserve the right to accept even single Bidder participate in the bid

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 Bank shall be made by the Bank after the end of every calendar month. The

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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) along with 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/conveyance 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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আপনার জন্য ব্যাংক- সকলের জন্য ব্যাংকিং

HEAD OFFICE:- NATABAR PAL ROAD, TIKIAPARA MORE, CHATTERJEE PARA MORE, HOWRAH- 711101

প্রধান কার্যালয়:- নটবর পাল রোড, চ্যাটারজি পারা মোড়, টিকিয়াপাড়া, হাওড়া- ৭১১১০১

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

Settlement of Disputes by Arbitration: 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.

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- 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 Part-II of the tender will not be entertained. 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 or its manpower engaged 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 strict 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.
- 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

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with Minimum Wages in the State of West Bengal 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 engagement. 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 11:00 am on 27th May 2020 in the presence of the Committee of Executives at Paschim Banga Gramin Bank, head Office, Natabar Pal Road, Howrah through E-Mode only. Part-II, Financial Bid of only those bidders who qualify the Part-I, Technical Bid will be opened on 28th May 2020 at 11:00A.M

Raise of Query

Query if any can be raised on or before 20-05-2020 up to 5 P.M and thereafter no query will be entertained. Bank reserves the right to entertain or reject the query without assigning any reason. Queries should be send via email to mail id:- ho.pad@mail.pbgb.co.in and ho.gm2@mail.pbgb.co.in .

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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.

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.

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Please note that all the offered documents shall be duly signed by the bidder on all the pages in due acceptance of the terms and conditions

Bank reserves the rights to accept or reject the quotation of service provider manpower agency without assigning any reason what so ever.

Prescribed Performa may be downloaded from Paschim Banga Gramin Bank Tender website www.tenderwizard.com/eproc OR Paschim Banga Gramin Bank's website www.pbgbank.com.

Further, tenders so received up to prescribed date i.e. **26.05.2020 (3.00 pm.)** will be opened on **27.05.2020 at 11.00 am.** in presence of Committee of Executives at Paschim Banga Gramin Bank, Head Office, Natabar Pal Road, Howrah through E-Mode only. Part-II, Financial Bid of only those bidders who qualify the Part-I, Technical Bid will be opened on 28th May 2020 at 11:00A.M

The general terms and conditions are applicable for the tender.

Signature :

Place :

Name & Designation :

Date :

Organisation :

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Application (On letter head of the contractor)

Ref.No. :

Date:

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

Sir ,

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 June 2020 to April, 2021

I/We hereby offer for my/our services to be engaged for providing **Multipurpose Workers** 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:

Note : Copies of all relevant documents should be scanned and uploaded in our e-tender website along with the application. Last date for submitting application is **26.05.2020 before 3.00pm.**

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Part- I TECHNICAL BID (BASIC INFORMATION)

Technical 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 June 2020 to April, 2021

Sl. No.	Information Required	Comments of the Contractor	proof attached
1	Name, Address and Contact No. of the Contractor		
2	Name, Address and Contact No. of Corporate Office		
3	Name, Address and Contact No. of Registered Office		
4	Name, Address and Contact No. of Branch Office at West Bengal		
5	Aadhaar No. /Pan No. / Other Identity Proof		
6	The contractor should be serving the Banking Sector continuously for least for 3 years as on March 31, 2020		
7	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.		
8	Existing Deployment (Details)		

Signature of authorised person of bidder with seal

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DECLARATION

(Declaration to be given on Letter Head)

1. I / We hereby submit the application on prescribed format and our quotation marked as "Tender for Engagement of Contractors for providing Multipurpose Workers at PBGB' in your e-tender website in response to your tender dated 14.05.2020 for Engagement of Contractors for providing Multipurpose Workers In 29 Branches of PBGB. I / We agree that the decision of PBG BANK in selection of tenders will be final and binding on me / us.
2. All the information furnished in the scanned, attached forms(technical and financial) are correct to the best of my / our knowledge and we understand that if any information is found to be false at a later date, contract made between ourselves and Bank will be treated as invalid.
3. Bank shall have the authority to verify all the information provided by us.
4. All supporting documents shall be provided by us in authenticity of the information furnished.

Place : Signature : Name & Designation :
Date : Organisation :

Last date for submission :- 3:00 P.M on May 26th, 2020

Note : Copies of all relevant documents should be scanned and uploaded in our e-tender website along with the application. Last date for submitting online application is **26.05.2020 before 3.00pm.**

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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 June 2020 to April, 2021*

Sr.No	Description	Contract worker to work as Multipurpose Worker
1	Basic including VDA	
2	Employee's Provident Fund (13%)	
3	Bonus	
4	TOTAL	
5	Leave Allowance	
6	TOTAL	
7	Service Charge 5% on above	
8	Total	
9	GST @ 18%	
	GRAND TOTAL	

Date:

Signature of authorised person of bidder with seal

* Financial Bid should conform to the Minimum Wages as applicable in the State of West Bengal

Note : Copies of all relevant documents should be scanned and uploaded in our e-tender website along with the application. Last date for submitting online application is **26.05.2020 before 3.00pm.**

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DRAFT AGREEMENT
(NON JUDICIAL STAMP PAPER OF RUPEES FIFTY)

**AGREEMENT FOR ENGAGEMENT OF MANPOWER SERVICES
ACROSS BANK BRANCHES**

MEMORANDUM OF AGREEMENT made this 1st day of June
2020,(Two Thousand and Twenty) at Howrah

Between

Paschim Banga Gramin Bank, a Government Enterprise
constituted under the provisions of Regional Rural Bank Act, 1976
having its Head Office at Natabar Pal Road, Chatterjee Para
More, Tikiapara, Howrah 711101, (hereafter referred to as the
“Principal Employer” which expression shall wherever the context
so admits and includes successors and its assignees) represented

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by its Chairman and General Manager deputed from Sponsor Bank , (UCO Bank).

And

“Service Providing Agency ” referred to as SPA, which expression shall wherever the context so admits, means and includes his legal representatives, administrators and successors).

Whereas the Principal Employer requires the services of the SPA in various branches in West Bengal to provide Contract worker to work as Multipurpose Worker.

Whereas the SPA and the Principal Employer have agreed to enter into a service contract for 11 months w.e.f. 1st June, 2020 for the purpose of providing Contract worker to work as Multipurpose Worker on the terms and conditions as mentioned hereunder.

Whereas, the Recommendations of Committee on HR Policy for RRBs post CBS Implementation thereof, constituted by the Government of India, under the Chairmanship of Sri. S.K.Mitra Executive Director, NABARD to re-assess the manpower planning/ staffing pattern in RRBs post CBS, and after consideration by the Government of India, of the recommendations of the aforesaid Committee on HR Policy for RRBs post CBS along with NABARD's comments under the Heading at Para No. 4.19 Outsourcing which reads as follows:-

RRBs are allowed by Thorat Committee to outsource the following non-core functions-

- Sweeping, cleaning and Maintenance
- Security
- IT and software development and maintenance
- Cash remittance
- Courier Service

Considering the technology adoption taking place, in addition to the above, the RRBs may outsource the work of Office Attendants or any other work, depending on the need.

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The comments offered by NABARD is as follows, **“May be approved. RRBs after approval of the sponsor bank, may as far as possible outsource the work of office attendants and non-core functions”**

Now these present witness & the parties hereto hereby mutually agreed as follows: -

A.DEFINITIONS:

a. **“Principal Employer”** means the Paschim Banga Gramin Bank, its Branches, Regional Offices and Head Office.

b. **“S.P.A”** shall mean the Service Providing Agency, provider of manpower on outsourced basis for deployment in Paschim Banga Gramin Bank's (Principal Employer) Branches, Regional Offices and Head Offices in and around West Bengal.

c. **“Authority”** shall mean the Chairman of Paschim Banga Gramin Bank (Principal Employer), General Manager or any Officer authorized in writing on his behalf for any specified work to take up on his behalf.

B. TERMS & CONDITIONS

1. The SPA agrees to provide requisite number of Contract workers as and when exigencies arises, to work as Multipurpose Worker for offices or various Branches/Officers of the Principal Employer at the cost of per Contract worker(Per Month) as per details indicated below:

Sr.No	Description	Contract worker to work as Multipurpose Worker
1	Basic including VDA	
2	Employee's Provident Fund (13%)	
3	Bonus	

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HEAD OFFICE:- NATABAR PAL ROAD, TIKIAPARA MORE, CHATTERJEE PARA MORE, HOWRAH- 711101

প্রধান কার্যালয়:- নটবর পাল রোড, চ্যাটারজি পারা মোড়, টিকিয়াপাড়া, হাওড়া- ৭১১১০১

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	TOTAL	
4		
5	Leave Allowance	
	TOTAL	
6		
	Service Charge 5% on above	
7		
	Total	
8		
9	GST @ 18%	
	GRAND TOTAL	

2. There will be no enhancement in rates/charges during the above period unless there is a revision of minimum wages by the Labour Commissioner, Government of West Bengal.

3. The SPA shall ensure that the Contract worker to work as Multipurpose Worker shall be deployed at the Building of the Principal Employer as per the duty schedule given by the Contractor.

4. The SPA shall ensure that the Contract worker to work as Multipurpose Workers will not take any alcohol or intoxicants and smoke during the duty hours or shall enter in any of its premises of the Principal Employer in an inebriated state.

5. The Contractor will provide cleaning materials as per their requirement for keeping the premises of the Principal Employer in a hygienic condition.

6. The SPA shall ensure that the persons deployed do not indulge in any activities including money transactions, which may tarnish the image of the Principal Employer.

7. The SPA shall have exclusive control over the nature and manner in which the work of the Principal Employer shall be executed. At no point of time the Principal Employer shall interfere, question with the mode and manner in which the duties of the principal Employer shall be executed.

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8. The Contract Workers provided by the SPA shall be medically fit, mentally sound and possess good health and not suffer from any contagious /minor/ major/diseases.

9. The SPA shall ensure that the persons deployed will report to the appropriate authority of the Principal Employer and will function under their general directions.

10. The SPA shall ensure that at no point of time during the prescribed duty hours, the Employees of the SPA engaged for the work will leave their place of duty without prior intimation to the SPA. The SPA shall also arrange to send a substitute wherever and whenever the regular Multipurpose Worker(s) is (are) absent or on leave.

11. The SPA shall maintain up to date record of his employees as per Shops & Establishments Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity, Bonus Act, Workmans' Compensation Act, Contract Labour (Regulation & Abolition Act), 1970. Further the SPA shall have a valid license to this effect.

12. The SPA shall comply with all the provisions of laws of the land applicable while providing employees to the Principal Employer.

13. Neither the SPA nor any of their employees will have any claim against the Principal Employer for any liability arising out of any commission / omissions caused by the Persons engaged for work by the SPA while on duty except the hiring charges payable to the SPA as stated under item No. 1 above.

14. The SPA shall ensure that its employees at no point of time demand for absorption, regularization or for permanence in the establishment of the Principal Employer.

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15. The SPA shall depute a supervisor, if required to supervise, monitor and regulate the working of the Multipurpose Worker.

16. In return for a fixed sum / rates, the SPA will at its own risk & cost provide Contract worker for services of Multipurpose Worker as per the requirement of the Principal Employer purely on Contractual basis.

17. The SPA shall be absolutely responsible for the payment of salary, all other statutory obligations for their employees (or their dependent) employed on account of salary/wages, bonus, arrears, employment, termination benefits, compensation or other claim whatsoever and the Principal Employer will not be liable in any manner for payment of any such charges.

18. A record of duty hours/ attendance of such persons and making suitable note of their absences duly granted the compensations required to be maintained by the SPA. However, this attendance register may be available at the premises of the Principal Employer also.

19. In case of any mishap sustained by the Multipurpose Worker of whatsoever nature (minor/major/fatal including death during the course of their duty) if any, the responsibility of granting compensation, may be considered as per Workmen Compensation Act. The SPA will obtain a Workmen Compensation (WC) Policy in respect of all employees/workmen deputed to various Branches of the Principal Employer. The cost of the Workmen Compensation Policy will be reimbursed by the principal Employer on production of copies of Policies and Bills. The SPA shall also annex with this agreement a copy of the license allotted to him by the Registering Authority.

20. The payment of wages to the workers employed by the SPA will be disbursed by the Contractor himself or his nominee. Total amount will be reimbursed by the Principal Employer on presentation of copy of Payment Register or Payment Voucher.

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21. The Agreement shall commence from 1st of June 2020 and shall continue till 30th April, 2021 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.

22. The Agreement shall automatically expire on 30th April, 2021 unless it is extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Principal Employer and SPA, during the continuation of the present agreement.

23. The Multipurpose Workers to be provided by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are engaging. The character and antecedents of each personnel of the Service Provider must have been verified by the Service Provider before their deployment, collecting proofs and identity like driving license, Principal Employer account details, previous work experience, proof of residence, recent photograph, Voter ID card and a certification to this effect submitted to the office of the Authorised Officer. The Service Provider will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the Authorised Officer.

24. The SPA shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

25. The SPA will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of

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terms of Agreement making it liable for legal action besides termination of the Agreement.

26. The SPA shall at all time reimburse the Principal Employer, for any legal disputes raised by the employees of the SPA.

27. The Principal Employer will have the right to terminate the agreement at its sole discretion even without assigning any reason by issuing one month's notice to the SPA during continuance of the agreement.

28. The SPA shall not engage, employ or depute any person below 18 (eighteen) years of age, any pregnant women or any specially abled person(s) for discharging any of the duties of the Principal Employer. Neither any person above the age of **60(sixty)** years shall be engaged, employed for discharging the duties of the Principal Employer.

29. The SPA shall agree that that during the term of this Agreement and at all times thereafter it shall keep confidential and cause their respective affiliates, directors, representatives, employees and agents, as the case may be, to keep confidential any Confidential Information which any of its employees may acquire in connection with the engagement under the Principal Employer's Branch, Regional Office or Head Office and shall not use or disclose such information except with the consent of the Principal Employer.

30. Separate dress code and identity cards to be provided to the Multipurpose Workers at their own cost. Such dress code should bear the logo of the SPA.

31. The parties agrees to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Local Court within the limits of the Head Office of the Principal Employer.

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32. The contract can be terminated by either of the parties after giving written notice at least 30 days in advance or payment in lieu for 1 month billing amount.

32. The SPA should keep a Bank Guarantee of Rs. 50000/- (Rupees fifty thousand only) till its services are utilized by the Principal Employer.

33. In case of breach of any terms and conditions of this agreement, the Security Deposit of the SPA shall be liable to be forfeited besides annulment of the Agreement.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON THE DATE FIRST WRITTEN ABOVE.

FOR	PASCHIM BANGA GRAMIN BANK	M/s
NAME:		
PLACE	HOWRAH	HOWRAH
DATE		
WITNESS 1		
WITNESS 2		

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DRAFT

Letter of Undertaking & Indemnity**(To be executed on non-judicial stamp paper of requisite value)**

To

General Manager

Paschim Banga Gramin Bank

HR DEPARTMENT

Head Office,

In consideration of PBG Bank, a Regional Rural Bank, constituted under the Regional Rural Bank Act, 1976 as amended from time to time having its Head Office at Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated agreeing to appoint us as vendor/ Bidder for supply of Manpower Services at Head Office, Tikiapara, Howrah- 711101, we,, a Partnership/LLP/Proprietorship/Company incorporated under the Companies Act, 1956 having its registered office at - (full address) do hereby irrevocably and unconditionally agree and undertake that:

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.

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- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking security deposit.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

.....

(Signature of the Authorized Signatory along with the seal of the Partnership/LLP/Proprietorship/Company)

.....

(Signature of the Authorized Signatory of Bank)

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DRAFT BANK GUARANTEE

PERFORMANCE GUARANTEE

1. In consideration of PBG BANK, a Regional rural Bank Having its Head Office at Natabar Pal Road, Chatterjee Para More, Tikiapara Howrah-711101 (hereinafter referred to as the PBG Bank) **having agreed to enter** **(hereinafter called "the said VENDOR") from the demand, under the terms and conditions of PBG BANK's Letter of Intent bearing no.** **issued to the Vendor and an Agreement to be made between PBG BANK and the Vendor for a period of 11 months. In pursuance of Request For Proposal no.**....., **as modified, (hereinafter called "the said Agreement")**, of security deposit for the due fulfillment by the said VENDOR of the **Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.**.....

We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of[VENDOR] do hereby undertake to pay to PASCHIM BANGA GRAMIN BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by PASCHIM BANGA GRAMIN BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from PASCHIM BANGA GRAMIN BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. 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 shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to PASCHIM BANGA GRAMIN BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in

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full force and effect during the period that would be taken for the performance of the said Service Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till PASCHIM BANGA GRAMIN BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

We the Bank further Guarantee that this Bank shall continue to stand as guarantor for all past, present and future performance of the Service Provider/ Vendor.

This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Service Provider/ Vendor.

We, the Bank, do hereby agree that the decision of Paschim Banga Gramin Bank as to whether the Vendor/Service Provider has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is not free from deficiencies or defects or the same is not in accordance with of the terms and conditions of the said Letter of Intent/ Service Agreement and as to the amount payable to Paschim Banga Gramin Bank by the Guarantor Bank hereunder, shall be final and binding on the Bank. Any dispute between Paschim Banga Gramin Bank and the Service Provider/Vendor shall not affect our obligation under this guarantee. We hereby waive the necessity of your demanding the said debt from the Service Provider/Vendor before presenting us with the demand and acknowledge that we are the primary obligee and not just the surety of the Service Provider/Vendor. We further agree that no change or addition to or other modification of the terms of the Agreement/ Letter of Intent or of the works to be performed there under or of any of the related documents shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification, etc.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with PBG BANK that PBG BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by PBG BANK against the said VENDOR and to forebear 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 variation, or extension being granted to the said VENDOR or

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for any forbearance, act or omission on the part of PBG BANK of any indulgence by PBG BANK to the said VENDOR 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of PBG BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and **the grace period for invoking the Guarantee shall be 30 days from the date of expiry.**

iii. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the Paschim Banga Gramin Bank in writing

iv) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (date of expiry of Guarantee excluding grace period).

8. Dated the day of, 20...

Yours' faithfully,

For and on behalf of _____ Bank

Authorised Official

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