

## **REQUEST FOR PROPOSALS**

**FOR** 

COMPUTER OPERATOR/TYPISTS, ATTENDERS, DRIVERS AND SWEEPERS
ON OUTSOURCING BASIS

**FOR** 

**BRANCHES/OFFICES IN PRAKASAM DISTRICT, ANDHRA PRADESH** 

THE PRAKASAM DISTRICT COOPERATIVECENTRAL BANK LTD., NO. J. 551

Central Office:

GOVERNOR ROAD,

**ONGOLE -523001, (A.P.)** 

The PRAKASAM DISTRICT COOPERATIVE CENTRAL BANK LTD was established under APCSAct,1964 and it is state partnered bank is having 29 branches network in erstwhile Districts of Ongole. The bank is proposing to outsource the attenders drivers and sweepers for its branches/offices in the erstwhile Prakasam district by engaging Organizations/agencies involved in providing these services for its Branches and Offices in the district.

#### Requirement

Particulars	No. of persons required	Eligibility
attenders	30	Age between 20 and 50 years with minimum qualification and experience in the preferred
Drivers	05	A valid driving licence to drive the vehicle fitted with ATM
Sweepers	30	Women with age 20- 50 years are preferred.
Computer Operator cum Typists	02	Graduate Degree in Computer Application/ Computer Science OR Graduate Degree in any subjects and Diploma in Computer Application. Graduate Degree in any subjects and must have experience in Typewriting in Telugu & English.

We request a comprehensive proposal (sealed tenders) from the Agency/firms for providing services as per the details furnished in this document. The terms and conditions, format for technical bid and financial bid for providing the services is enclosed.

- 1. The intending agencies are requested to acquire about the working style of the bank before quoting to be familiar with the work and site condition.
- 2. The filled-in formats shall be submitted in sealed covers in the name of "The AGM(HRD), PDCC Bank, Head Office, Ongole". The Technical bids and financial bids are to be submitted separately by mentioning the words "Technical bid"/" financial bid" on the respective covers specifically. Only those bids which satisfy the technical specifications will be considered for opening the financial bid. Sealed covers specifying Technical Bid and Financial Bid should be dropped in the tender box placed in the office before the due date and time.

#### **SCHEDULE**

Acceptance of tenders (drop-in sealed tender	22/07/2022 time 05.00 pm
box)	
The last date for receipt of Sealed tenders	27/07/2022,time-05.00 pm
Date of opening of technical bid	28/07/2022, time/
	am/pm
Opening date of financial bid	28/07/2022, time/-
	am/pm

After evaluation of technical bids, the qualified tenderer/Bidders will be invited for opening of financial bid however the bank reserves the right to refix the date of the financial bid due to administrative exigencies and the same will be posted on the banks' website: https://prakasamdccb.com.

#### **I.TERMS AND CONDITIONS**

The Agency should be able to roll out the required services faster.

#### **Disclaimer:**

This RFP is not an offer by PDCC Bank, Ongole, but an invitation to receive a response from Firms/Organizations/agencies. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised officers of the Bank with the agency.

#### 1) AUTHORISATION FORM:

The proposal/ bid being submitted would be binding on the agency. As such authorized personnel of the firm or organization must sign the BID. The designated person should be authorized by a senior official of the organization having authority to do so. The proposal must be accompanied by an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions/ authority available shall be enclosed. If proposals are submitted through the business partners etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main agency/s with a commitment to fulfil the terms of the RFP should be enclosed along with the

technical bid. Proposals received without the authorisation letter/s will be summarily rejected.

## 2. **FOLLOWING INSTRUCTIONS MAY PLEASE BE TAKEN NOTE OF IN THIS CONNECTION.**

- i) Bid Offer IN DUPLICATE shall be submitted. Technical Bid shall be submitted in one sealed cover and Financial Bid shall be submitted in a separate SEALED cover. Both these sealed covers shall be kept in one sealed cover and shall be superscribed as <u>"RFP outsource the Computer Operators/Typists, attenders, drivers and sweepers"</u>
- ii) Both Technical & Price bid sealed covers shall be kept in one sealed cover and this cover shall be submitted to the Bank.

#### iii) BID SECURITY

- A. The agency shall furnish, as part of its bid, bid security for an amount of Rs 1,00,000/- (Rupees one Lakhs only) for participation in the form of a Demand Draft in favour of CEO,PDCC Bank, Ongole in the format enclosed without any exemption. The Bid Security should be enclosed in original with the Technical Bid".
- B. The successful Agency's Bid Security will be discharged and returned upon the Agency signing the contract & furnishing the Performance Security.

Unsuccessful Agency's Bid Security will be discharged or returned as promptly as possible, but no later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.

- C. The bid security may be forfeited: If any agency withdraws its bid during the period of bid validity; or in case of a successful Agency fails:
- a) To sign the contract within the stipulated time: or
- b) Fails to comply with any terms of RFP or work order
- 3. Bid should be submitted in 2 (two) separate sealed envelopes, one Financial Bid and another Technical Bid mentioning on top of the envelope 'Financial Bid' or 'Technical Bid', duly superscribing the envelope with the reference number of this letter. Technical Bid will be opened first. If the offer is non-responsive, Financial Bid will be returned unopened. The Technical Bid should necessarily contain all details and terms & conditions, which may appear in the Financial Bid. All pages of the proposal should be numbered in the format "Page No. X / Total Pages Y" and counter-signed by the authorised official.

Envelope 1: This sealed envelope shall contain the application and Earnest Money Deposit (EMD), covering letter and all other information about the bidder and shall be superscribed as "Technical Bid"

Envelope 2: This sealed envelope shall contain only the price bid and superscribed as "Financial bid"

Both these envelopes shall be kept in one envelope and shall be superscribed as "Attenders, Drivers and Sweepers for Branches/Offices in Prakasam District Co operative Central Bank Ltd, Ongole, AP

Please note that if any envelope is found to contain both technical and commercial offers together, that offer will be rejected summarily.

#### 4. Last Date:

The last date for submitting the proposals along with Bid Security is 27/07/2022 by 5.00 PM. Any proposal received after the due date and time will not be considered. The bids complete in all aspects should be dropped to RFP/Tender Box within the above-stipulated date.

Late Bids/RFP will not be entertained for any reason It is the sole responsibility of the bidder that he should ensure timely submission of the bid.

- 5. A Softcopy of this Document may also be downloaded from the website of the Bank: https://prakasamdccb.com.Only the hardcopy of the proposal signed on all pages with the company seal will be considered a valid proposal.
- 6. Clarifications needed, if any may be sought from the bank immediately. Bidder may contact during the bank working hours.
- 7 . Bank reserves the right to reject this invitation to offer in part or full or cancel the entire process at any stage without assigning any reason.

## 8. Scope of work:

## Attenders/ messengers

Attender will perform the duties as sub-staff under and as per the direction/instructions given by in-charge. However, the duties mentioned hereunder an illustrative.

He /she must wear the uniform during working hours and wear an ID card invariably.

- 1) He shall report to the branch one hour before opening time branch/office.
- He shall verify all locks and keys are intact if anything is observed he must intimate the In-charge officer.
- Opening and safe keeping in-store/record room.
- 4) Maintaining Orderliness / Queues of customers visiting the Branches.
- 5) His/her behaviour shall always be cordial with customers and staff of the Bank.
- He/she shall not leave the Bank without the permission of the concerned authority.

7) He/she shall not disclose or part with any information relating to Customers/depositors to any third party. 8) He/she shall be very punctual and show a high degree of integrity at all times. 9) He/she shall not leave the office /branch until Officer -in -charge/ Branch manager. Making arrangements for tea, coffee and arranging snacks etc. during the meeting and routinely to the officers and other official visitors/ representatives. Any work assigned by the officer/Branch manager/ staff 11) concerned. Storage of fresh drinking water and serving of staff and 12) visitors. 1. Regular/daily dusting/cleaning of all the furniture, office sweepers equipment etc. Regular dusting/ cleaning of racks, storage spaces, windows, walls, fans, switchboards and removing of cobwebs etc. on ceiling roof/ walls etc, 3. Cleaning of toilets with appropriate cleaning agents ,Dialy removal of waste material, Sweeping and Mopping the complete area in the primeses occupied etc. to maintain general cleanliness and hygiene in the office. **Drivers** The driver in a clean uniform must report for duty at the (i) specified time and place. He should be polite, courteous and service-oriented at all times. The driver must always be available at the place where the (ii) vehicle is parked. The drivers will carry out the orders given by the authorized officers of the Bank and will also observe the rules and regulations of the Bank regarding security. They should be periodically and trained/updated on rules/regulations of etiquette and communication. (iii) The driver should have a valid driving license, which should be produced by him as and when demanded by traffic personnel. Renewal of his driving license from time to time will be the sole responsibility of the Agency. The Driving Licence should be displayed prominently on the dashboard or any prominent place of the car as is now mandated for all taxis as per RTO guidelines.

(iv)	The driver must carry a placard depicting particulars of the
	arriving Guest / Officer at the Airport / Railway Station,
	etc. The driver should maintain a proper record of start
	and end kilometres daily and get the same authenticated
	by the user officer/staff.
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#### 9. TECHNICAL SPECIFICATIONS:

- 1. The agency should have been in business for at least 3 years. The agency shall be in profit and the last 3 years' balance sheets certified by Charted Accountants shall be produced.
- 2. Applicant should furnish the client list showing the details of the work carried out which includes the Name of the client, the value of the work executed and the period of work executed. Documentary proof is preferred.
- 3. The agency should have an effective infrastructure to provide the personnel required
- 4. The agency should have a credible supervisory infrastructure and network.
- 5. The agency should have registered with the Registrar of Companies/firms or a letter of proprietorship.
- 6. Agency should have income tax clearance/PAN No. and GST. No.
- 7. Agency Registration under the shops & establishment act and certificate from ESI Corporation.
- 8. Certificate from EPF Organization under EPF & Misc Provision act 1952 (latest).
- 9. Produce copies of previous work orders from clients for executing similar works.
- 10.Agency should have covered all statutory obligations like ESI, EPF, Labour License, GST and PAN.
- 11. Bidder should have previous three financial year's income tax return certificate.
- 12.Certificate of "No near relative" of the bidder firm/company be working/employed in PDCCB to be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.
- 13.Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- 14. Declaration towards Non-tampering of tender document.
- 15.Self-Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association/ Articles as applicable.
- 16.Bidders' profiles were duly filled & signed.

- 17.All the Bid document pages are sealed and signed.
- 18.Original "Power of Attorney" in case a person other than the bidder has signed the tender documents.
- 19.Evaluation of technical bids: Due weightage will be given to the technical specifications and in case of multiple bidders quoting the same/equal quotes, marks allotted to each category in the technical bid shall be considered for selection of bids.
- 20. The agency shall have an Office/Branch in Ongole and an authorized representative of the agency shall be available all working days.

## 10. REJECTION OF RFP/BID:

The authority inviting RFP/BID, at the bank's sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- I. If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- II. If the Bid is not duly signed, or not found proper or complete to the satisfaction of PDCC BANK, ONGOLE in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the bidders (s).
- III. If the bidder seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- IV. If the bid consists of unwarranted comments, conditions, deviations in the specification or any other omissions or commissions compared to documents.
- 11 The bid submitted by the bidder will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Bidder shall not be entitled during this period of Ninety days, without the consent in writing of PDCC BANK, ONGOLE to revoke or cancel or modify his bid submitted or in thereof. The PDCC BANK, ONGOLE shall communicate the acceptance of the bidder to the successful bidders (s). Due to administrative reasons, an extension of the period, if requested by the PDCC BANK, ONGOLE in writing, the bidder shall accede to such request for extension and communicate his acceptance to the PDCC BANK, ONGOLE in writing.

The PDCC BANK, ONGOLE reserves the right to award the contract or part thereof to **one or more bidders** whose rate may not necessarily be the lowest. The decision of the CEO, PDCC BANK, ONGOLE, in this regard shall be final and binding.

#### 12.SIGNING OF THE CONTRACT AGREEMENT:

The successful Tenderer shall be required to enter into an Agreement with PDCC BANK, ONGOLE within **10(Ten)** working days of being called upon on a non-judicial stamp paper of Rs. **100/-** (One hundred only) at his own cost and in the form annexed hereto to this effect. Such agreement must conform to all the terms and conditions of RFP and other such conditions in the tender offer as

may be agreed upon by the CEO, PDCC BANK, ONGOLE.

The PDCC BANK, ONGOLE reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of PDCC BANK, ONGOLE under this clause shall not construe the breach of contract.

#### 13 FORFEITURE OF BID SECURITY:

In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit within seven working days of being called upon to do so, the amount of Bid security shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of PDCC BANK, ONGOLE which will not amount to imposing of penalty.

Any clarifications on details of the contract can be obtained from the CEO, PDCC BANK, ONGOLE, before the date specified for the opening of the bid.

Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.

No Employee worked in PDCC BANK, ONGOLE is allowed to work as a contractor for two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employees clean record is found at any time to be such a person who had not obtained the permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the PDCC BANK, ONGOLE for his illegal act.

PDCC BANK, ONGOLE assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants before the execution of the contract.

No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought by the PDCC BANK, ONGOLE.

PDCC BANK, ONGOLE reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change the date of opening of the tender due to any reason, whatsoever, will not be considered.

PDCC BANK, ONGOLE is not bound to accept the lowest tender and reserves the absolute right to reject any or all tenders without assigning any reason thereof.

The tender form and Document shall be non-transferable.

These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.

The tender will be in force for Two Years commencing from the date of execution of the agreement. The CEO, PDCC BANK, ONGOLE may extend the period of the contract for up to one more year from the date of its expiry on the same terms and conditions. Similarly, the CEO, PDCC BANK, ONGOLE can also reduce the period of the contract which shall be binding on the contractor.

In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

#### OTHER IMPORTANT TERMS AND CONDITIONS

- 1 CONTRACT FORM & SECURITY DEPOSIT:
- **1.1** Within Ten (10) days of receipt of the format of the Contract Form, which will be sent along with the work order, the successful Agency shall sign and date the contract and return it to the Bank. The Proforma of the Contract Agreement will be provided along with the work order, which is to be signed on Rs.100/- value Non-Judicial Stamp paper after receipt of the work order.
- 1.2 Within Ten (10) days of the receipt of the work order from the Bank, the successful Agency shall submit the security deposit of Rs 5,00,000(Rs five lakhs only) in the form of a fixed deposit for a period of contract.
- 1.3 Failure of the successful Agency to comply with the requirement of

executing the Contract and submitting SECURITY DEPOSIT shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the **Bank** may allow the contract to the next lowest evaluated agency or call for new bids.

#### 2 TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, may terminate this Contract in whole or in part:

If the agency fails to provide sufficient services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank.

If the agency fails to perform any other obligation(s) under the Contract.

#### **SUPPLIER'S OBLIGATIONS:**

- 1) The successful agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.
- 2) The successful agency will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

#### Other terms & conditions:

- a) Contract will be for a period of two years and may be extended to up to 3 years as decided by the bank. However it is vests with the Bank.
- b) The agency's staff shall not misbehave with any of the Bank's staff members/customers and will not enter into any unlawful activities on the premises.
- c) Bank staff/security staff will have the right to check/search or interrogate any of the agency's staff while entering/working/leaving the premises.
- d) The agency shall issue identity cards to their workers on the agency's I/Cards. No person without this card shall be allowed any entry into the Bank's premises.
- e) The worker to be deployed at a Branch preferably from Service area and he should be well known of the operating area of the Branch.

- Experience if any shall be solicited. He shall be acceptable to the Officer-in-charge of the concerned branch/RO/HO. The Bank reserves the right to accept/reject the person deployed by the agency.
- f) Agency quoted commission (administrative charges) shall be reasonable and shall not be less than one rupee per person per month. Bank shall deduct the TDS on wages/invoices applicable as per income Tax Rules.
- g) The period of contract shall be invariably informed in writing by the agency to their worker deputed to Branch.
- h) EPF & ESI remittances for the outsourced personnel deployed at the Bank shall be remitted through a separate challan (exclusively to our Bank).
- i) It is the obligation/responsibility of the agency to obtain attendance/duty certificates of its employees in time and to claim bills based on the number of days worked. The agency is responsible for any delay in submission of bills to the Bank due to non-receipt of duty certificates and the consequences thereon in the statutory remittances i.e. Penalty etc are to be paid by the agency only.
- j) All the workers will attend the work in proper uniforms with the emblem/name of the firm embroidered at the cost of agency.
- k) The points mentioned in the scope of work will be done to the satisfaction of the Bank and on time.
- The payment shall be made monthly for which the agency shall have to raise a bill. The agency should have TIN No. GST No etc as per Govt Guidelines.
- m) The rate shall remain the same throughout the contract period and no extra amount shall be paid in case Bank asks to carry any work related to specialized cleaning on any day.
- n) There will be no increase in the rate during the contracted period. However, minimum wages may be increased as per GOAP/GOI orders.
- o) The agency has to ensure that minimum wages are being paid to the skilled and unskilled workforce and he has to produce the requisite certificate of depositing the desired amount of deductions ie.PF/ESIC

etc. as per labour act with appropriate authorities. The payment shall be released after the production of these papers and certificates through the e- payment system of the Bank. Further, monthly payment shall be released only after receipt of PF&ESI counterfoil/letter showing deposited the requisite amount with respective competent authorities.

- p) The contractor shall allow inspection of all the prescribed labour records to any of his manpower or his agent at a convenient time and place after due notice is received or from the labour officer or any other person, authorized by the Central/State Government on his behalf. The contractor shall submit a periodical return as may be specified from time to time.
- **q)** Agency/Service Provider to ensure that rates quoted by him fulfil the minimum wages criteria as fixed by the Govt. If the Bank feels that the rates quoted do not fulfil the minimum wages criteria clause, the bid shall be rejected out-rightly.
- **r)** Agency/Service Provider to ensure that the wages of their workforce engaged at our Bank is credited to their respective bank account.
- **s)** The Agency shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to the contract, documents etc. to be signed.
- t) The Agency shall pay a security deposit for Rs.5,00,000/- (Rupees Five Lakhs only) in the form of a security deposit (from any Branch of PDCC BANK, ONGOLE with a lien mark) to the Bank within 10 days of the receipt of the work order and before the commencement of service under the contract. The Bank shall be entitled to adjust or appropriate or forfeit the said security deposit towards loss or damage caused by the Agency or his employees or the amount of value of shortage or breakage to any premises, equipment, appliances, items etc. entrusted to or caused to other assets of Bank by the Agency or his employees or any other liability of the Agency. The security deposit will be released after six months of termination /expiry of the contract.
- **u)** In case, the agency assigns or sub-contracts this contract without the

written approval of the Bank or in case the performance of the Agency is found unsatisfactory in case of contravention by the agency of any of the terms & conditions contained herein and Schedules hereto, the Bank shall have the right to terminate the contract without giving any notice to the Agency. The Principal of the Bank shall be the sole authority to decide and judge the quality of service rendered by the Agency and his decision will be fully binding on the Agency.

- v) The Successful Agency shall execute an indemnity bond against the loss/damage sustained during the period of contact caused by the personnel outsourced by that particular Agency/Agency. The indemnity holds good and binds over the agency if the information about the said loss/damage is unearthed even after the contract period.
- **w)**The contract shall be for a period of two years subject to review after every six months.
- **x)** The services of the agency shall be extended to the branches located in the districts of Andhra Pradesh State at the sole discretion of the Bank, if it is necessary.
- 4. If any tender is withdrawn before the expiry of validity and after the acceptance of the tender, the Bid Security of the tenderer will be forfeited.
- 5. Successful tenderer is to execute an agreement in the proper form on a stamp of Rs. 100/- the cost of which will be borne by the tenderer himself within the stipulated time. Such agreement must conform to all the terms and conditions of RFP and other such conditions in the tender offer as may be agreed upon by THE CEO, PDCC BANK, ONGOLE.
- 6. If the work is not performed by any or all the manpower on any day/days in a month continuously for more than two days, a deduction shall be made proportionately (per day basis) from the bills of the contractor. Penalty @ Rs. 100/- per working day for each Unskilled Manpower may be imposed, if the said service is not provided for more than two days consecutively.
- 7. The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.
- 8. If any of the information furnished by the contractor is found to be

incorrect the contract is likely to be terminated.

- 9. The CEO, PDCC BANK, ONGOLE does not bind himself/herself to accept the lowest tender and reserve the right (i) to reject any or all tenders or (ii) the right to accept any portion of the tender offer without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of the contract without assigning any reason.
- 10. Acceptance of the tender will be communicated by an acceptance Note

or Letter of Intent.

- 11. The PDCC BANK, ONGOLE will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after the contract fails to comply with any of the terms and conditions act out above, the CEO PDCC BANK, ONGOLE reserve the right to forfeit Earnest Money /Security Deposit.
- 12. The contractor shall be responsible for providing all statuary benefits to the personnel employed by him like EPF, ESI etc, as applicable. Contractor needs to deposit the attested copy of Challan/documentary proof of depositing ESI/EPF(employee & employer contribution, as applicable, if any) and service tax quarterly with the bill.
- 13. The manpower engaged by the contractor for executing jobs is purely the responsibility of the contractor and they will not have any claim/liability on the PDCC BANK, ONGOLE. The contractor will intimate the local police station regarding the identity and permanent address of the persons employed and so provide to PDCC BANK, ONGOLE for the verification of their credentials by the police. A copy of the acknowledgement received from the local police station should be submitted to this office. Police verification is a must & to be done by once in a year.
- 14. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislation/Acts in respect of manpower Operator so employed and deployed in this office. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with

or against O/o The CEO, PDCC BANK, ONGOLE.

15. TAXES AND DUTIES: Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, Signature of the bidder with seal by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the PDCC BANK, ONGOLE from and against the same or any default by the Contractor in the payment thereof.

#### **INDEMNITIES**

16. The Contractor shall at all times hold the PDCC BANK, ONGOLE harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the PDCC BANK, ONGOLE, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the PDCC BANK, ONGOLE may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Contractor shall reimburse the PDCC BANK, ONGOLE or pay to the PDCC BANK, ONGOLE forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the PDCC BANK, ONGOLE arising out of or incidental to or in connection with the operation covered by the contract.

#### 17. INSOLVENCY OR DEATH OF CONTRACTOR

i) In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the

passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified, the CEO, PDCC BANK, ONGOLE shall have the power to terminate the contract without previous notice.

- ii) Contractor's heirs/representatives shall, without the consent in writing to the PDCC BANK, ONGOLE, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to The CEO, PDCC BANK, ONGOLE, in writing.
- iii) Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the CEO, PDCC BANK, ONGOLE shall have the option of terminating the contract without compensation to the Contractor, which does not amount to a breach of the contract.

#### **18.** Terms of Payment:

Payment will be made by the Bank against the acquaintance/invoice and on the production of satisfactory evidence of EPF, ESI & Other statutory remittances. Payment will be credited directly to the account of the Agency and the agency shall maintain an account with our Bank for this purpose. All its provided workers shall maintain a savings account with our Bank and the agency shall have to transfer the wages from their account to workers' accounts invariably.

#### 19. Arbitration:

All disputes and differences of any kind whatsoever arising out of or in connection with the work order shall be within the jurisdiction of courts in Ongole or shall be referred to arbitration under Ongole Jurisdiction. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration has to be governed by the provisions of the Indian Arbitration Act. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for applying Article 119 (a), Limitation Act, 1963 would run from that date.

Signature of the bidder with seal

#### Annexure -I

#### **BID FORM**

Date

To, The CEO PDCC Bank, Ongole, Dear Sir/Madam,

Having examined the Request for Proposal (RFP), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the personnel for attenders, drivers and sweepers of your Branches/ Offices in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to provide personnel/labour in accordance with the Schedule specified. If our bid is accepted, we will submit a security deposit in the form of FDR with your bank, for an amount of Rs.5,00,000/- (Rupees five Lakhs only) for the due performance of the Contract.

We agree to abide by this bid for 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this ...... day of 2022

(Signature)

(In the capacity of)

Duly Authorized to sign bid for & on behalf of (Name & Address of the Agency)

### **Annexure-II**

#### **BID SECURITY FORM**

Whereas	called	"the	Agency")	has	submitted	its Bid da	ted	_2022	for
the supply	of	(herei	inafter call	ed "t	he Bid")				

KNOW ALL PEOPLE by these presents that WE\_\_\_\_\_of\_having our Registered Office at (hereinafter called "the Bank") are bound to PDCC Bank, Ongole, Personnel & HRD Department, Head Office, Ongole (hereinafter called "the principal employer") in the sum of \_\_\_\_ for which payment well and truly to be made to the said agency, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this\_day of\_2022.

#### THE CONDITIONS of this obligation are:

- 1 If the Agency withdraws its Bid during the period of bid validity specified by the Agency on the Bid Form; or
- 2 If the Agency, has been notified of the acceptance of its Bid by the Principal employer during the period of Bid validity
- 3 Fails or refuses to execute the Contract Form if required; or

Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid.

We undertake to pay the principal employer up to the above amount upon receipt of its first written demand, without the principal employer has to substantiate its demand, provided that in its demand the Principal employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including -----, 2022, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

#### **Annexure-III**

#### LETTER OF AUTHORISATION TO BID

Dated

The CEO, PDCC Bank, Ongole,

Dear Sir/Madam,

Sub: Letter of Authorization to bid for PDCC Bank, Ongole's RFP floated for mentioned requirements.

Yours faithfully,

(NAME)

(Name of principal agency on whose behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the principal agency/agency/organization on whose behalf the proposal is submitted and should be signed by a person competent and has the power of attorney to bind the principal. It should be included by the Agency in its bid.

## **Annexure-IV**

## **BIDDER'S DETAILS**

Name of Tendering Company/ Firm / Agency (Attach a certificate of registration)	
Name of proprietor / Director of Company/Firm/agency	
Full Address of Reg. Office with Telephone: No., FAX No. & E-Mail	
Full address of Operating/Branch in Ongole Office: with Telephone No., FAX No. & E-Mail	
PAN / GIR/TAN No : (Attach Self Attested copy)	
Service Tax Registration No. : (Attach Self Attested copy)	
E.P.F. Registration No. : (Attach Self Attested copy)	
E.S.I. Registration No : (Attach Self Attested copy)	
GST Registration No. : (Attach Self Attested copy)	

9. Self-Attested copy of experience certificate/certificates issued by the competent authority for the satisfactory work carried out in outsourcing work of Skilled/Semiskilled / Unskilled Manpower Services/House Keeping Services in PSU's/Nationalized Banks / RRBs/ Government Department (Central/ State) for similar nature of work of value of Rs 20 lakhs at least during last three years from the date of Tender Notice. The summary of that can be tabulated in the given format in chronological order:--

SI.No	Details	of	the	Amount	of	Experience
	client		with	contract		certificate for the
	address		and			period
	ph.No					From to

(If the space provided is insufficient, a separate sheet may be attached). Additional information, if any (Attach separate sheet, if required).

Signature of the bidder with seal

#### **Annexure -VIII**

#### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Must be submitted on or before the date of bid opening)

То

The CEO,

PDCC Bank,

Ongole

Sub: Authorization for attending bid opening on (date) in the Tender of

Following a person is authorised to attend the bid opening for the tender mentioned

above on behalf of the Bidder.

Name of the Representative

Specimen Signature 1.

Signature of the Bidder

(Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case of authorization as prescribed above is not received.)

Signature of the bidder with seal

# Annexure -XI Undertaking

Work order No	Dated			Invoice no :		
Dat						
Date	.cu		21 10 a / 1 10 i	10111	········	
I/We, Of M/s	. ,	•				

- 1. I/ We strictly followed all rules & regulations under the Contract Labour Act-1970 and Contract Labour (Regulation and Abolition) Central rule 1971 during the currency of tender.
- 2. I/We shall be personally held responsible for default of non-payment to labours/manpower engaged/provided to PDCC BANK, ONGOLE for completion of work.
- 3. I/We ensured the strict compliance of various labour provisions of these labour laws:
- a) Workmen's Compensation Act 1923.
- b) Employees Provident Fund Act 1952.
- c) Maternity benefit Act 1961.
- d) Minimum wages Act 1948.
- e) Payment of Gratuity Act 1972.
- f) Equal Remuneration Act 1976.
- g) Any other applicable Act on Labour Regulation in force and amendments issued from time to time by Govt. agencies.

I/We further undertake to abide by the terms and conditions of the contract and any lapse/failure to maintain these provisions shall be my liability and the PDCC BANK, ONGOLE shall be free from any liability on this account.

Authorized Signatory

## **TECHNICAL BID**

S	Particulars	To be filled by the	Marks allotted
No		participant	
1	Full Name of the Company		
	/Organisation/Agency		
2	Constitution	Proprietorship / partnership	Prop/partnership
		/Company(Registrations,	firm-5 Company-6
		deeds, bylaws to	
		besubmitted)	
3	Complete Address		
	Telephone No		
	Fax		
	e-mail		
4	Details of Proprietor	Name Address Mobile	
	Managing Partner	<u>No.</u> <u>e-mail</u>	
	Managing Director		
5	Name and Address of the		
	Contact Persons of the Firm		
	Phone/Mobile Nos		
6	Year of Establishment of		>2 years = 5
	the Company/Firm		>4 years = 7
	(Enclose MOA/AOA)		More than 5 years =
	(Certificate of Registration		10
	&Renewal )		
7	INCOME TAX PAN/ TAN No		
	(With date)		
8	Total Number of workmen	Number:	> 270 = 5
	employed / on the role of	We confirm that no minors	> 400 = 10
	the company	are employed by our firms	> 500 = 15
			> 600 = 20

9	Number & date of licenses	ALC/CLC (Central Govt).	
	issued under Contract	Certificate of registration and	
	Labour	up-to-date Renewal	
	Act(Regulation&Abolition)	certificates shall be enclosed.	
	Act 1970,if applicable)		
10	Details of EMD	DD /BG	-
		(Mention Number, date,	
		issued Bank)	
11	EPF NO with date		
	ESI No with date		
	GST No with the		
	date(Copies of Certificates		
	and renewals shall		
	be enclosed)		
12	Main clients: (Bank/	Address and responsible	Private sectors = 5
	Financial Institutions)	person of the client with	PSBs/PSUs /Govt =
	Mention number of	cadre and mobile number	10
	persons provided and		
	enclose copies of work		
	orders & contract		
	agreements and credentials		
13	Turnover, Profits earned		Profit for
	during last 3financial		Preceding - 3 years - 5
	years.		5 years - 7
	Attach- Audited Balance		More than 5 years –
	sheet, IT Returns		10 TURNOVER-
			Up to - 1.0 crore - 5
			1 to 5 - 10
			Above 5.00 crores – 20
14.	Address of the Office in		
	Ongole If not available an		
	assurance letter to open		
	the Office at Ongole		

I/We confirm that provisions of the Minimum Wages Act will be complied with during the contract period.

Verification: I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the bank, if it deems fit.

Signature with Seal

# Annexure -XIII FINANCIAL BID

## (To be enclosed in a separate sealed envelope)

Financial Bid for the above-mentioned outsourcing Services for PDCC Bank, Ongole.

Only the service charge is required to be quoted per month of minimum wages as notified by the chief Labour commissioner from time to time.

S.No	Description	Agency quote	Remarks
		for one person	
1	Minimum Wages	Not to be quoted	As notified by the Govt/APCOS
		by bidder	from time to time.
2	EPF	Not to be quoted	As per Govt Guidelines
		by the bidder	
3	ESI	Not to be quoted	As per Govt Guidelines
		by bidder	
4	Agency's administrative		TDS to be absorbed by bidder
	charges /service		which will be deducted at the
	charges quote in only		source
	%s)		
5	Total	xxx	TDS shall be calculated on
			Total
			amount
6	GST	xxx	As per rates applicable

Date	Signature & Seal of the Tenderer
Place	Name
Place	Name

We abide by the terms and conditions of the bid.