

REQUEST FOR PROPOSAL (RFP)

for

HOUSEKEEPING, SECURITY GUARDS (UN-ARMED) AND DRIVER SERVICES CONTRACT

to

ANDHRA PRAGATHI GRAMEENA BANK BRANCHES/OFFICES

RFP: 931/HO-PHRD/TENDER/House Keeping/2024

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ANDHRA PRAGATHI GRAMEENA BANK
HEAD OFFICE :: PERSONNEL & HRD DEPT
KADAPA, ANDHRA PRADESH

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Signature of bidder along with seal of firm or company



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1.REQUEST FOR PROPOSAL

For providing (1) Housekeeping (2) Security Services (Un-Armed) (3) Drivers services at our Branches/ Regional Offices/ Head Office.

Andhra Pragathi Grameena Bank (*hereinafter referred to as 'APGB' and/or 'The Bank' for the sake of brevity and convenience*) is constituted under Regional Rural Banks Act 1976. The Bank is having its Head Office at KADAPA with a jurisdiction of 10 districts namely Anantapuramu, Annamayya, Bapatla, YSR Kadapa, Kurnool, Nandyal, SPSR Nellore, Prakasam, Sri Satya Sai and Tirupathi. The Bank is having 9 (Nine) Regional Offices of which 6 (Six) are at District Head Quarters namely Anantapuramu, Kadapa, Kurnool, Nandyal, Nellore, Ongole and the other 3 (Three) Regional Offices are at Kadiri of Sri Satya Sai district, Markapuram of Prakasam district and Rajampet of Annamayya district. The Bank is providing banking services with its 551 branches.

The Bank is proposing to outsource **Housekeeping, Security Guards (Unarmed) and Drivers Services** by engaging contract agencies involved in providing these services for our Branches and Offices. We invite comprehensive proposals (sealed tenders) from the firms/ proprietaries/ companies/established and registered in India for providing the aforesaid services as per the details furnished in this tender (RFP) document.

Bank invite comprehensive tender proposal in sealed covers from the **Agencies/firms** for providing of services as per the details furnished in this document. The terms and conditions, format for technical bid and financial bid for providing the services are furnished in the tender document.

1. The intending agencies shall be familiar with the services to be provided to branches / offices of our Bank.
2. The filled in formats shall be submitted in sealed covers in the name of "The General Manager, Andhra Praghathi Grameena Bank, Personnel & HRD Department, Head Office, Kadapa-516003". The Technical bids and Financial bids are to be submitted separately by mentioning the words "Technical bid" or "Financial bid" on the respective covers specifically. Only those bids which satisfy the technical specifications will be considered for financial bid, for finalization.

PARTICULARS	
RFP / Tender Reference No	931/HO-PHRD/TENDERS/HouseKeeping/2024
Start Date where tender forms / document are available	From 07.12.2024 ANDHRA PRAGATHI GRAMEENA BANK HEAD OFFICE, 1 st FLOOR, Personnel & HRD Department, D.No:59/166-15, Akkayapalli, Revenu Ward 59, Near Mariyapuram church, Kadapa -516 003. [OR] https://www.apgb.in/tenders/RFP for Housekeeping, Security Guards (Unarmed) and Drivers Services
Pre Bid Meeting Date and time, Address, Contact Person, telephone number, email address	16.12.2024 at 11.00 a.m. Shri G.Param Siva, Chief Manager, PHRD Dept., ANDHRA PRAGATHI GRAMEENA BANK HEAD OFFICE, 1 st FLOOR, D.No:59/166-15, Akkayapalli, Revenu Ward 59, Near Mariyapuram church, Kadapa -516 003. Phone No: 9490158037/ 9490158009, e-mail ID: apgbpersonnel@apgb.in



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
Andhra Pragathi Grameena Bank

RFP FOR HOUSEKEEPING, SECURITY GUARDS (UN-ARMED) & DRIVER SERVICES CONTRACT - 07.12.2024

Last date and time for queries	Interested bidders can raise their queries, if any, on or before 13.12.2024 by 3.00 p.m. For clarifications, they have to invariably attend Pre-Bid Meeting scheduled on 16.12.2024 at 11.00 am. Any change in the date will be informed through our website.
Last date and time for submission of Bids	30.12.2024 by 11.00 a.m.
Place and address for submission bids	The General Manager, Andhra Pragathi Grameena Bank, Personnel & HRD Department, D.No:59/166-15, Akkayapalli, Revenu Ward 59, Near Mariyapuram church, Kadapa -516 003.
Opening of Technical Bids (Date, Time and Place)	Technical Bids will be opened on 30.12.2024 at 3.00 p.m. at APGB Head Office, 1 st Floor, Beside Mariyapuram Church, Kadapa, A P- 516 001. Any change in the date will be informed through our website. Representative/s of bidder may be present during opening of Technical bid. However, Technical bids would be opened even in the absence of any or all the bidder's representatives, as per the procedure of the bank.
Opening of Financial Bids	Financial bids of those bidders, who qualify in the Technical Bids would be opened after 30.12.2024 with due information to Bidders. Representative/s of bidder/s may be present during opening of Financial Bid. However Financial Bids would be opened even in the absence of any or all the bidder's representatives, as per the procedure of the bank.
Tender/ RFP document Cost	Rs.2,950/- (Rupees Two Thousand Nine Hundred and Fifty Only inclusive of GST) non-refundable and should be remitted through RTGS/NEFT for the credit of A/c No: 93341000013; IFSC: APGB0000001 favoring Andhra Pragathi Grameena Bank, Head Office, Kadapa.
Earnest Money Deposit	Rs.5,00,000/- (Rupees Five lakhs only) should be submitted along with Technical Bids & should be remitted through NEFT/RTGS for the credit of A/c: 93341000013, IFSC: APGB0000001 favoring Andhra Pragathi Grameena Bank, Head Office, Kadapa. Bank Guarantee also accepted, which shall be for <i>bid validity + 30 days (Annexure-XIV).</i>
Personnel to be deployed by the agency through this tender(tentatively)	Housekeeping : 680 Security Guards : 10 Drivers : 22
Estimated Annual Cost (Approximately)	Rs.18.00 Crores (at an estimated cost of Rs.2.53 lakhs per annum per manpower)



3. The mandatory condition for accepting the bids shall be the previous (Experience) services rendered by the agency/ies.
4. The bidder/contractor has to provide their email id, contact number, postal address in the bid documents. All official communication from the Bank shall be made through email only.
5. The technical bids & financial bids will be opened by the committee constituted by the Bank for this purpose. The decision of the committee will be final and binding upon all the bidders.
6. The Bank reserves the right to postpone, altogether cancel, or modify the RFP at any stage in the process without assigning any reason/s and without thereby incurring any liability what so ever.
7. No personal enquiry will be entertained.
8. RFP means the "Request for Proposal" document.
9. Proposal, Bid means "Response to the RFP Document".
10. Tender means RFP response documents prepared by the Bidder and submitted to "Andhra Pragathi Grameena Bank".
11. Selected bidder and the Bank shall be individually referred to as "party" and collectively as "parties". The terms, Successful bidder and the Bank are also referred as Contractor / Supplier / Service Provider and Purchaser respectively.
12. The term "Bid" & "Quote / Quotation" bears the same meaning in this RFP.
13. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
14. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

2. PURPOSE

RFP (Request for Proposal) for Supply of manpower for Housekeeping, Security Guards (Un-Armed) and Drivers services at our Branches/ Regional Offices/ Head Office.

3. INVITATION

The bidders desirous of taking up the contract for supply of manpower for Housekeeping, Security Guards (Un-Armed) and Drivers services at Branches / Regional Offices / Head Office of **Andhra Pragathi Grameena Bank** are invited to submit their technical and financial bids in response to this RFP.

The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Housekeeping, Security Guards (Un-Armed) and Drivers services adhering to the Bank's requirement outlined in this RFP.

4. DISCLAIMER

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting



because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement between the Authority and the prospective Bidders or any other person/s. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations, analyze, check the accuracy, reliability and completeness of information in this RFP, and where necessary, obtain independent advice.

Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The interpretations of the Bank is final and binding on all bidders without incurring any liability what so ever.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

Bank's right to accept or reject any bid or all bids

The Bank reserves the right to accept or reject any Bid / Offer received in part or in full and to cancel the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason. Bank reserves the right to cancel the entire Bidding / Procurement / Procurement Process at any stage without assigning any reason whatsoever.

5. AUTHORISATION LETTER

The proposal/ bid being submitted would be binding on the agency/ bidder. As such, it is necessary that authorized personnel of the firm or organization sign the BID documents. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the RFP documents should be inevitably submitted.

Proposals received without the authorization letter will be liable to be summarily rejected.



6. ELIGIBILITY CRITERIA

1. The bidders/ agencies have to submit the details of documents of eligibility as per Annexure-III.
2. The bidder / agency must be a firm / proprietary / company registered under companies Act **with an experience of at least 10 (Ten) years** in the field of Housekeeping, Security Guards (Unarmed) and Drivers Services and should possess the necessary capacity, expertise and experience in providing similar services to Government institutions / PSUs/Banks.
3. **Societies are not eligible.**
4. The bidder / agency must be in profits for the last three years each. The average annual turnover of the bidder for the last three years should not be less than **Rs.70 Crore**. Last three years' Income Tax returns and audited balance sheets certified by Chartered Accountants should be produced along with the technical bid.
5. Bidders should have successfully completed contracts in Government institutions / PSUs/Banks as detailed below during last 5 years from the date of publishing this tender.
 - a. **Three similar completed works each costing not less than Rs.10 Cr per annum**
 - or
 - b. **Two similar completed works each costing not less than Rs.12 Cr per annum**
 - or
 - c. **One similar completed works each costing not less than Rs.15 Cr per annum**
6. The bidder/agency should furnish the client list along with previous work orders showing the details of the work carried out which includes name of the client, values and periods of the works executed. Documentary proof in support thereof should be provided.
7. The bidder / agency should have the adequate personnel credible supervisory infrastructure and network to provide the services required at all the places.
8. The agency should have:
 - Registration certificate under GST, certificate of incorporation issued by ROC, Registration certificate issued by authorized official of Co-operative department (as applicable).
 - Registration Certificate under Shops and Establishments Act.
 - Previous Years' Income Tax Returns, PAN and TAN.
 - Registration Certificate of ESIC, EPF Registration No. under EPF & Miscellaneous Provisions Act, 1952, Registration under Profession Tax act – as applicable.
 - Agency should be enrolled with RLC/ ALC under Contract Labour Act 1970 and certificate to that effect should be produced.
 - Valid registration certificate under NSIC / MSME for specific grade, as applicable.
 - Valid ISO certification is mandatory. Certificates issued before of date of publishing this tender.
 - Agency should have covered under all statutory obligations like ESI, EPF, Labour License, GST and PAN etc.



9. The agency/contractor should have not less than 3000 Manpower on its rolls as on date of publishing this tender. Latest 3months EPF & ESI ECRs shall be produced as proof of evidence.
10. The agency/contractor should have done at least one contract not less than 300 manpower in any of the states of Andhra Pradesh and Telangana during the last 3 years.
11. The bidder should have at least three running contracts with not less than 500 deployments in each contract out of which one should be from Banking Sector.
12. Technical Specifications (Technical Details) are to be furnished item-wise. Please furnish full details, ensuring strict conformity with the specifications in every aspect, in order to avoid ambiguity.
13. Relevant detailed information shall be submitted for each item with the proposal.
14. The agency shall have an Office/Branch at Kadapa and an authorized representative of the agency shall be available all the working days and he should have working knowledge of Computers (MS Office, Excel) and representatives at the remaining Headquarters (Annamaiah, Anantapur, Sri Satya Sai, Kurnool, Nandyal, Nellore, Tirupathi, Bapla and Prakasam).
15. In case there is no Office/branch at Kadapa, the agency should furnish an assurance letter accepting to open the branch at Kadapa and placing their representatives at other Headquarters.

7. RFP COST

Cost of participating in RFP/Tender is Rs.2,950/- (Rupees Two Thousand Nine Hundred and Fifty Only inclusive of GST) **non-refundable** and should be remitted through RTGS/NEFT/IMPS for the credit of A/c No:93341000013, IFSC: APGB0000001 favoring **Andhra Pragathi Grameena Bank, Head Office, Kadapa.**

8. EARNEST MONEY DEPOSIT

1. Bidder to submit the EMD (bid security) of **Rs.5,00,000/- (Rupees Five Lakhs only)** and should be remitted through NEFT/ RTGS for the credit of A/c: 93341000013; IFSC: APGB0000001 favoring **Andhra Pragathi Grameena Bank, Head Office, Kadapa.**
2. Bank Guarantee for Rs.5,00,000/- is also accepted as EMD and shall have period of bid validity + 3 months (Annexure-XIV).
3. The EMD remitted particulars should be mentioned with the "Non-Price Bid / Technical Bid". Any bid not accompanied with the requisite EMD/NSIC/MSME certificate(s) shall be treated as non-responsive and is liable to be rejected. (Their Technical Bid will not be opened).
4. The EMD of successful bidder will be discharged and returned upon the bidder signing the contract & furnishing the Performance Security.
5. The EMD of Unsuccessful Bidders will be discharged or returned as promptly as possible but in any case not later than the 30th day after the expiry of the period of bid validity (120 days from the last date of submission of BID) prescribed by the Bank.
6. If EMD is forfeited for any reason, the concerned bidder will be debarred from further



participation for the RFP to be floated by the Bank during next two years, at the sole discretion of the Bank.

7. EMD amount of successful bidder will be returned only after execution of contract, Service Level Agreement and submission of Bank Guarantee as per terms and conditions of the Bank.

The EMD is liable to be forfeited in case of occurrence of any or all of the following events

1. If the bidder withdraws his / her / their bid during the period of bid validity {And / Or}
2. If the Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.
OR
3. In case of a successful bidder, if the bidder fails:
 - ❖ To sign the Contract within the stipulated time.
And/or
 - ❖ Fails to comply with any terms of tender or work order.
And/or
 - ❖ Found any statement/enclosures/annexures is False/Incorrect.

9. EXEMPTION FOR MSME / NSIC REGISTERED BIDDERS

Firms registered under NSIC / MSME for specific trade, etc., are exempted from RFP Cost and EMD. Contractor should submit the copy of valid, renewed NSIC / MSME certificate for the specific grade.

10. PRE BID QUERIES - CLARIFICATIONS & AMENDMENTS

If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidders requiring any clarification on the bidding documents should submit written queries on or before 13.12.2024 at 03:00 pm in under mentioned format:

Sr. No	Tender Clause No	Page No	Query

The Bank will consolidate all the queries and discuss during the pre-bid meeting or publish in the Bank's website. No individual / one-to-one correspondence shall be made or entertained in this regard.

The replies/clarifications of the Bank in response to the queries raised by the bidder/s and any other clarification / amendments / corrigendum furnished in this regard shall become part and parcel of the RFP document and it shall be binding on the bidders.

It shall be the endeavor of APGB to sort out all queries as far as possible. However, no reply / response by APGB to any one or all of the queries raised by any of the bidders shall not constitute a valid reason for non-submission of the RFP and no objection shall lie or be entertained on this ground to the RFP process.



It is further clarified that such act of 'no reply/response' by the Bank, to any query shall in no case be deemed to mean or be interpreted to mean that the version / understanding of the bidder/s, as reflected in the query, has been accepted by the Bank.

At any time prior to the deadline for submission of bids, Andhra Pragathi Grameena Bank may modify or alter the bidding document by issuing an amendment/ corrigendum.

Any clarification issued by **Andhra Pragathi Grameena Bank** will be in the form of corrigendum and will be available on **Andhra Pragathi Grameena Bank** website <https://www.apgb.in/tenders/> under "Tenders" section. The amendment will be binding on all bidders.

Andhra Pragathi Grameena Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through **Andhra Pragathi Grameena Bank** website - <https://www.apgb.in/tenders/> under "Tenders" section.

11. THE BID SHOULD CONSIST OF

The RFP shall follow two bid system and bids are to be submitted to **Andhra Pragathi Grameena Bank**, PHRD Department, Head Office, Kadapa at above mentioned address, containing **Envelope 1 (Technical Bid)** and **Envelope 2 (Commercial/ Financial / Price Bid)**, to be submitted in **Envelope 3** (preferably a big envelope that contains both the bids).

All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP document will have to be submitted. In the first stage, only Technical Bid will be opened and evaluated.

Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this RFP document will be evaluated for technical specifications.

Only those who qualify in the Technical Bid shall be eligible to be considered for **Envelope 2 (Financial/Price Bid)** opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

Envelope 1: This sealed envelope shall be super-scribed as "**Technical Bid**" containing application, tender cost, Information on Earnest Money Deposit (EMD), covering letter and all other relevant information pertaining to bidder.

Envelope 2: This sealed envelope shall be super scribed as "**Commercial / Financial / Price Bid**" containing the price bid only.

Envelope 3: This sealed envelope shall be super scribed as "**RFP for supply of manpower for Housekeeping (Sweeping, Cleaning and Maintenance), Security Guards (un-armed) & Drivers Services Contract**" containing sealed Envelope 1 and sealed Envelope 2 only.

Very Important: If Technical Bid and Commercial Bid, in lieu of sealed Envelope 1 and Envelope 2, found kept in a single sealed envelope or in case envelope is not sealed i.e., open/loose, the RFP of concern bidder will summarily be rejected.

12. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE (BG)

1. The selected bidders / contractors would be required to submit **Security Deposit/ Performance Bank Guarantee for Rs.30,00,000/- (Rupees Thirty Lakh only)** within 14 days of the receipt of work order from the Bank and prior to



commencement of work under the contract.

2. Security deposit will not bear any interest.
3. Successful Bidder can also furnish Bank Guarantee (issued only by scheduled commercial bank) for the said amount which shall be acceptable to Bank and shall be valid for the contract period from the date of signing the contract with additional claim period of **Three months** after expiry of validity period or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.
4. The percentage of the security deposit is subject to change and can be revised as per the CVC guidelines and Bank's Policy.
5. The bank guarantee should be issued by any scheduled commercial bank, other than Andhra Pragathi Grameena Bank {a format for BG is attached in Annexure -V}.
6. The Security Deposit / Performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance by the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Security Deposit / Bank Guarantee (BG).
7. In addition, if any act of the Contractor results in imposition of Liquidated Damages then the Bank reserves the right to invoke the Performance Bank guarantee or recover from Security Deposit.

13. BIDDING DOCUMENT AND COST OF BIDDING

The Bidder / Contractor shall bear all costs associated with the preparation and submission of its bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. CONTENT OF BIDDING DOCUMENT

The bidding document provides overview of the requirements, bidding procedures and contract terms and conditions. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder/Contractor is expected to examine all instructions, statements, specifications, terms and conditions in the bidding document. Failure to furnish entire requisite information as required by the bidding documents and/or submission of bid, which is not in accordance with the bidding documents in every respect, will be at the Bidder's risk and may result in outright rejection of the bid.

Andhra Pragathi Grameena Bank has made considerable effort/s to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, **Andhra Pragathi Grameena Bank** is entitled to issue corrigendum to RFP relevant to the Scope of Work, if warranted.

15. PREPARATION AND SUBMISSION OF BIDS

Following are the essentials of and necessary accompaniments to the BID document to be submitted

- 14.1 The bids prepared by the bidder and all correspondence and documents relating to bid must be made or written in English language.



- 14.2 Bidder must provide specific and factual replies to specific questions asked in the RFP.
- 14.3 The bids should be submitted to **Andhra Pragathi Grameena Bank**, PHRD Department, HO-Kadapa at above mentioned address before last date and time.
- 14.4 BID document (all pages including annexures & corrigendum, if any) should be duly signed by authorized signatory with company / firm seal.
- 14.5 The RFP Cost and EMD should be remitted / deposited as specified in tender.
- 14.6 The BID should be accompanied with a letter on Bidder's / Contractor's letter head mentioning therein, the following: -
 - a) Details of RFP cost and EMD submitted, technical competence and experience of the bidder.
 - b) Certifying that the period of the validity of the bid is 120 days from the last date of submission of bid.
 - c) Confirming that the bidder has quoted for all the items / services mention in the bid in their commercial bid.
 - d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-III**
- 14.7 Covering letter on bidder's letterhead as mentioned in Annexure-I
- 14.8 Bidder's details as per Annexure –II on bidder's letterhead.
- 14.9 Audited balance sheets of profit and loss account statement for last 3 years i.e., 2021-22, 2022-23 and 2023-24 (Financial Year) must be enclosed.
- 14.10 Letter of authorization to bid as mentioned in Annexure-VI on bidder's letterhead along with a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- 14.11 Response to all points of the Technical evaluation format as per Annexure-IV. Bidder should submit financial / price bid as per Annexure– VII on bidder's letter head in sealed Envelope 2 (Financial/Price Bid).
- 14.12 Declaration regarding minimum wages to be paid by the contractor as mentioned in Annexure-VIII (a) and certificate as mentioned in Annexure-VIII (b) on bidder's letterhead.
- 14.13 Declaration of near relatives of APGB employees as mentioned in Annexure-IX on bidder's letterhead.
- 14.14 Undertaking as mentioned in Annexure-X on bidder's letterhead.
- 14.15 Affidavit on a non-judicial stamp paper of Rs.100/- duly notarized declaration as mentioned in Annexure-XI.
- 14.16 Details of litigation / arbitration cases resulting from the contracts executed in the last five years or currently under execution as mentioned in Annexure-XII.
- 14.17 NDA as per Annexure-XIII.

16. BID PRICES

The administrative charges / service charges and other statutory charges, payments, taxes, etc., **per person per month** should be quoted in price bid inclusive of escalation on account of increase in tool cost during the contract period and renewable on the same terms and



conditions, including profit, lump sum payment towards the cost such as Insurance, Personal Protective Equipment, Tools required, all taxes, uniform, duties & statutory levies, etc.,

17. REVEALING OF PRICES

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result in disqualification.

18. VALIDITY OF BIDS

Bid shall remain valid for period of **120 days** from the last date of submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 120 days, if so desired by the Bank in writing or by email.

Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

19. BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of **Andhra Pragathi Grameena Bank**.

20. PRE-CONTRACT INTEGRITY PACT

Bidders shall submit Pre-Contract Integrity Pact (IP) on minimum of Rs.100/- stamp paper along with the technical bid as per Annexure-A of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract.

Pre-Contract Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

Adoption of Pre-Contract Integrity Pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons / officials of both sides, not to resort to any corrupt practices in any aspect / stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
3. The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-A.
4. Those Bids which are not containing the above are liable for rejection.
5. Bidders should disclose the payments to be made by them to agents / brokers or any



other intermediary.

6. Bidders should disclose any transgressions with any other company that may impinge on the anti-corruption principle.
7. Pre-Contract Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract.
8. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
10. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
11. Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid

21. FORMAT SIGNING AND LAST DATE OF SUBMISSION OF BID

1. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
2. All pages of the Bid document should be serially numbered in the format "Page No. X / Total Pages Y" and shall be signed by the authorized person(s) only.
3. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature.
4. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the RFP document.
5. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
6. Bid should be typed and submitted on A4 size paper, spirally bound securely and in serial order.
7. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
8. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day.
9. The bank may at its discretion extend the bid submission date.
10. The modified target date & time will be notified on the web site of the Bank.

22. BID CURRENCY

Prices shall be expressed in Indian Rupees only.

23. LATE SUBMISSION OF BIDS



Any bid received through courier or hand delivery after the due date and time will be rejected. Bank will not entertain any request / query regarding the same.

24. MODIFICATIONS AND WITHDRAWAL OF BIDS

Once bid is submitted, no modification is permissible. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

25. OPENING AND EVALUATION OF BIDS

25.1 Opening of Technical Bid

All the Bids will be opened at the date, time & location mentioned as above. The technical bids will be opened in the presence of representatives of the bidders who choose to remain present at the time of opening of BIDS. However, technical bids would be opened even in the absence of any or all the bidders' representatives though they choose not to remain present at the time of opening the bids.

25.2 Evaluation process

25.2.1 Preliminary examination

25.2.1.1 The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished.

25.2.1.2 A bid determined as not substantially responsive will be rejected.

25.2.1.3 The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

25.2.1.4 After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.

25.2.1.5 Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

25.2.2 Envelop 1 (Technical Evaluation)

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure III**) and technical information submitted as per technical bid evaluation format (**Annexure IV**) and site visits. Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation.

25.2.3 Envelop 2 (Financial/Commercial Evaluation)

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting price bid set out in **Annexure-VII**. The commercial offer should consist of administrative charges / service charges and other statutory charges, payments, taxes etc. per person per month only for the tendered work.

Note: The Bidders should ensure to follow the minimum wages (Central Govt./ State Govt. whichever is higher) Labour act, ESIC, EPF, Insurance and all statutory obligations etc. while quoting the price bid and final price in the price bid.



26. AWARD AND SIGNING OF CONTRACT

1. **Andhra Pragathi Grameena Bank** will notify successful bidder in writing by letter in duplicate.
2. The Selected bidder has to return the duplicate copy of the letter to the bank, within 7 working days duly stamped and Signed by Authorized official in token of acceptance.
3. The successful bidder shall be required to enter into a contract with the Bank, within 7 days from the receipt of work order or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.
4. The cost of agreement needs be borne by the Contractor.
5. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

27. SIGNING OF CONTRACT FORM SLA and NDA (Non-Disclosure Agreement)

1. The selected Bidder shall execute
 - [a] Service Level Agreement (SLA), which must include all the services & terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank and
 - [b] Non-Disclosure Agreement (NDA) as per Annexure-XIII
2. The selected Bidder shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.
3. The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be borne by the Bidder.

28 SUB-CONTRACTING

As per scope of the RFP, **subcontracting is explicitly prohibited.**

29 CANCELLATION / TERMINATION OF CONTRACT

1. **Andhra Pragathi Grameena Bank** may terminate the contract with successful bidder (Service Provider / Supplier) any time by giving a prior notice of **30 days in writing** as per terms of contract.
2. In the event of instances of unsatisfactory service, misbehavior, theft, burglary, moral turpitude, misuse of the Bank's premises etc. by the successful bidder (Contractor) or by any employee of the Contractor, the Bank may instantly terminate the contract without any prior notice or showing any reason whatsoever to the successful bidder (Contractor) and the Contractor shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination.
3. The Security Deposit / Bank Guarantee kept with Bank, shall automatically stand forfeited under such circumstances without any further correspondence / intimation in the matter.
4. In the event of termination of this Contract for any reason whatsoever, the Bank shall have the right to publicize such termination to caution the customers / public from



dealing with the successful bidder (Contractor) or any of its personnel.

5. In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.
6. The Bank (Purchaser), by 30 days' written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.
7. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

30. LIQUIDATED DAMAGE & LIMITATION OF LIABILITY

If contractor fails to perform services within the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, **a sum equivalent up to 10% of the monthly bill.**

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.

31. INTELLECTUAL PROPERTY RIGHTS (IPR)

1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
2. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
3. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense
 - a) procure for Bank the right to continue to use such deliverables
 - b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
 - c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case



service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims at the expenses of the indemnifying party.

Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

32. STATUTORY AND OTHER REGULATIONS

The Contactor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

33. SCOPE OF WORK

Duties of a person to be deployed as Housekeeping (Sweeping, cleaning & maintenance), Security Guards (un-armed) & Drivers are as follows.

A. Duties of Housekeeper (Sweeping, Cleaning & Maintenance):

i) Once in a day:

- 1) Sweeping and moping the complete area in the premises occupied.
- 2) Dusting of table, chairs and other Office furniture.
- 3) Brushing and cleaning of carpets.
- 4) Watering of indoor / outdoor plants.
- 5) Daily removal of waste material.
- 6) Cleaning of water filters, flasks and glasses.
- 7) Cleaning of water coolers and refilling.
- 8) Loading and unloading of materials.
- 9) Cleaning of toilets with appropriate cleaning agents.
- 10) Simple binding of books and registers.
- 11) Filing independently letters and other papers in receipt. Filing it as per indications marked there on.
- 12) Assisting in issuing stationery.
- 13) Stack the old records in orderly manner and assisting by giving them out when required.
- 14) Undertaking the whole process of stitching the vouchers viz. sorting, arranging, numbering and tallying the total number of vouchers.
- 15) Dispatch of outward post/local delivery.
- 16) Any other work of such nature entrusted by the Branch/Office.

ii) Once in a week:

- 1) Cleaning of Fans, Tube lights, Venetian blades etc.
- 2) Cleaning of glasses and laminated surfaces.



- 3) Removing the cobwebs from the premises occupied.
- 4) Any other work of such nature entrusted by the Branch/Office.

In addition to that, the person so deployed through contract agency for housekeeping services are also required to perform other tasks not specified above but allotted to them as per bank's requirement from time to time

B. Unarmed Security Guards:

Attending security duties at the premises of Head Office/Regional Office/Branches round the clock on shift basis distributed among the services provided by the Service Provider. Any other work of such nature entrusted by the Branch/Office from time to time.

C. Drivers:

Attending driving duties of Mobile ATMs of the Bank and any other Bank's vehicle as and when required. Any other work of such nature entrusted by the Branch/Office from time to time.

D. Manpower Requirement

1. The bank proposes to deploy the required man power in the Branches, Regional Offices and in Head Office, Kadapa for housekeeping, Security (un-armed) and Drivers services.
2. The approximate requirement of manpower for the current year is 712 for the administrative offices and branches.
3. Bank may fulfill the vacancies in certain periodic intervals (for the administrative offices and proposed new branches) like monthly/quarterly/half yearly etc.,

However, the Bank reserve all the rights to increase or decrease the number of persons required and /or altogether change in the deployment locations.

34. TERMS AND CONDITIONS

34.1 The payment to the engaged personnel by the contract agency should be in conformity with the provisions of the Minimum Wages Act as per norms laid down by Chief Central Labour Commissioner (Central) and paid at the frequency laid under the law. Minimum Wage consists of Basic Wage and the Special allowance i.e. V.D.A (V.D.A declared every six monthly). The contractor while quoting the Rates must take into account the existing Minimum Wage of Central Govt. **The Bank may fix wages higher than the Minimum wages also at its discretion and the Agency shall comply with the payment of such higher wages to the personnel deployed to the Bank.**

Note: It is to be noted that both the Central Govt. and the State Govt. have notified the rates of the Minimum Wages. The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment', as declared by the Chief Labour Commissioner (Central) from time to time. At present, Minimum wage rates of both Central Govt. & State Government according to Area notified by the Dy. Chief Commissioner (Central) is applicable.

34.2 Uniform rate of Minimum wages are applicable throughout **Andhra Pragathi Grameena Bank** as per the applicable category as "Unskilled" and "Skilled" ,



- contractor must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads.
- 34.3 The contractor should not enter into any financial obligations/contract with the personnel deployed except wages..
- 34.4 The rates and the statutory estimated prices to be included in the Contractor's service charges and the applicable taxes. In other words, a commercial bid is to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the bidder/s.
- 34.5 **Service charges rate quoted should be taken into consideration including Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc. and various obligations. Financial bids offering zero / unreasonable commission shall be liable for disqualification.**
- 34.6 Minimum Wages and the Statutory Overheads – Contractors while estimating the amount and the quoted rates, will have to take into consideration the existing applicable rates of Minimum Wage, the nature of job for which the rates are quoted with Statutory Overheads and the Statutory Liability. The minimum wages rates quoted should be as per the rates applicable to the Areas where the deployment is made.
- 34.7 As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /RFP to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
- 34.8 Any violation of any of the statutory payment based on any written complaint of any Authority or Agency representing workers shall attract penalty as decided by Government Department or **Andhra Pragathi Grameena Bank** including the cancellation of contract or legal action as per the Laws.
- 34.9 The bidder should have on their own name, a separate / individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment.
- 34.10 The agency should be covered under the EPF & MP Act, ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed. A certified copy of monthly PF-ECR, ESI contribution, Profession Tax, etc. from respective websites should be submitted to Bank along with monthly Wage Register copy and monthly statement of salary paid to workers' account.
- 34.11 The agency must have obtained the applicable Labour License from Labour Dept., (Appropriate Authority) for engaging workers and ensure its enforceability during the contract period.
- 34.12 The Contractor shall give an Undertaking Indemnifying the **Andhra Pragathi Grameena Bank** against any sort of payment / claims which may arise due to any applicable laws of the land whether prospective or with the retrospective effect in respect of the liability that may arise for the Contract period. **Andhra Pragathi Grameena Bank** will not be held responsible for the said act.
- 34.13 Further, the Contractor shall indemnify and keep indemnified **Andhra Pragathi Grameena Bank** from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of the contract



and/or against any claim, action or demand and liability to any workman / employee of the contractor under any Law of the Land, which the Bank may be required to comply and all expenses the Bank shall be put to, owing to the Acts of commission and/or omissions whether willful or not on the part of the Contractor.

- 34.14 The indemnity provided at para 34.12 shall be in addition to and not in lieu of any indemnity to which the Bank shall be entitled in law. If the Bank is caused or required to pay or reimburse any amounts as may be necessary for the purpose of observance and/or arising due to non-observance of the provisions stipulated in the notifications / bye-laws / Acts / Rules / Regulations including amendments, if any, that are required to be paid or incurred or reimbursed on the part of the Contractor, the **Andhra Pragathi Grameena Bank** shall have the right to deduct and recover such amount from any money due to the Contractor on account of running bills.
- 34.15 It is mandatory on the part of Contractor to pay / quote wages applicable as per Minimum Wages Act, but it is to be noted that both the Central Govt. and the State Govt. have notified the rates of the Minimum Wages.
- 34.16 The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled and also it is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
- 34.17 The Contractor should follow the following actions while deploying, making payment of wages and other benefit in respect of deployed personnel :-
- i) Contractor should, before engaging any person, obtain an application for employment. Based on their application, the contractor should, on his letterhead, communicate letter of engagement to such applicant for a period ending with the termination of the contract (Please write desirable day).
 - ii) The engagement of the deployed personnel will stand terminated on the date on which the contract shall expire due to efflux of time or due to sooner termination owing to any of terms of contract. Such documents need to be submitted to the Bank for record. Further, Permanent addresses of all deployed persons along with their AADHAAR cards shall be made available by the contractor to the Bank, before deployment.
 - iii) Person below the age of 18 should not be deployed.
 - iv) The Contractor must produce valid proof of the same.
 - v) The deployed personnel should not be above 60 years of age.
 - vi) The deployed personnel shall not continue services on completing age of 60 years.
 - vii) Any violation in this regard will be dealt with seriously. Any retired / separated person should not be re-engaged even though he / she may not have reached 60 years of age.
 - viii) Engagement of child labour / adolescent is strictly prohibited and any one violating this clause will be blacklisted and whenever there are violation of the provisions, the Bank will resort to legal action as deemed fit.
 - ix) The persons deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their tasks.



- x) Preference must be given to local persons for deployment
- xi) The persons deployed shall have to strictly adhere to punctuality with regard to office / branch timings.
- xii) Late arrivals, early departures and short leaves shall not be permitted in any manner.
- xiii) In case, the persons deployed is absent on a particular day or comes late / leaves early, proportionate deduction for one day will be made from the fees payable to the contractor.
- xiv) The persons deployed by the contract agency should not have any adverse background.
- xv) Any persons deployed by the agency shall neither indulge in criminal act nor should have criminal cases against him / her.
- xvi) The contractor should make adequate enquiries / due diligence about the character of such persons in this regard and ensure to submit Character Certificate at the time of deployment.
- xvii) The written confirmation from the Contractor that he / she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the persons engaged by him/her at **APGB** Branches/Offices.
- xviii) Contractor should provide necessary uniform / safety requirements, identity cards to persons at their own cost.
- xix) The persons engaged by contractor shall compulsorily wear their uniform while on duty and shall always carry his/her Identity Cards.
- xx) Secrecy/confidentiality is the sole identity of the bank. It is the responsibility of the contractor to bring the importance of confidentiality to the notice of deployed personnel and train them in such a manner that they would never disclose any kind of information in respect of the Bank and/or in respect any of Bank's customers to any third party.
- xxi) The Contractor should issue the termination notice to deployed personnel on completion of the term of contract and settle the dues at the end of the contract.
- xxii) The contractor must take care that all the benefits are extended timely to persons deployed.
- xxiii) It is advised that the contractor should rotate the personnel, so that at one particular location, the same persons are not continuously engaged.
- xxiv) The contractor shall attend to all emergency calls relating to assigned works promptly and in time bound manner.
- xxv) The cleaning will have to be done as per frequency mentioned in scope of work.
- xxvi) If required, the cleaning will have to be done more frequently for proper House Keeping and Facility Management Services including work of messenger, pantry, Care Taker of Bank for.
- xxvii) The contractor shall be solely responsible for accommodation, remuneration, acts of omissions / commissions of persons deployed at the Banks Offices / Branches.



- xxviii) The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
- xxix) The contractor should settle all their legal dues including leave salary, if applicable and No Dues Certificate to be produced from the personnel engaged on yearly basis/at the end of contract.
- xxx) Contractor shall be responsible for the safety and security of all the internal items such as furniture, equipment, fixtures, etc.,
- xxxi) The Bank will recover the cost of any damage to the Bank's property from Security Deposit / Bank Guarantee kept with the bank.
- xxxii) The Housekeeping supervisor shall maintain daily log sheets for the work and produce the same along with the bills every month while claiming the payment for the contract.
- xxxiii) The Contractor shall pay not less than minimum wages to the deployed personnel as notified / revised from time to time as applicable under the Minimum Wages Act, 1948 or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits.
- xxxiv) In any case, the rate of wage payable shall not be less than the higher of the two rates. Any statutory rise due to amendment in Act on account of Government Directions shall be implemented by the Contractor and amount if any arising out of such amendment shall be reimbursed to the Contractors at actual.
- xxxv) The statutory rise shall consist of rise in PF & ESI contribution. Further, this also consists of revision of minimum wages (Basic Wage).
- xxxvi) The Contractor shall ensure payment of wages to all deployed personnel, engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf) prescribed under the Payment of Wages Act, the Contract Labour (Regulation and abolition) Act, 1970 and rules framed there under, the Minimum Wages Act and any other applicable laws and applicable acts.
- xxxvii) The Contractor shall ensure timely payment of wages as per the payment of wages act. The Contractor must also keep his wage register available at all times as close to the work site as possible and produce the same for Inspection whenever required by designated Bank's Officials and ensure the monthly payment on or before 7th of every month.
- xxxviii) The persons must be given weekly off and Bank's holidays as admissible.
- xxxix) For health, safety and welfare of workers, Persons have to be covered under the main schemes of the "Pradhan Mantri Social Security Schemes".
- xl) The Contractor shall, without fail, cover all the personnel deployed by it on this work with all risk policy, workmen compensation insurance and comprehensive third party insurance etc. Copy of the same will have to be submitted to the Bank before taking up the work.
- xli) The contract agency shall obtain adequate Insurance Policy in respect of the personnel engaged for the service towards meeting the liability of



compensation arising out of death, injury/ disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of the of the contract.

- xlii) Besides, the contractor shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the Bank against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the Bank may be party or involved as a result of the contractor's failure to comply the obligations under the relevant act/ law which the contract agency is bound to follow.
 - xliii) While finalizing Bill, **Andhra Pragathi Grameena Bank**, will ascertain that there are neither any complaints pending nor any compliance pending with Govt., investigation / Govt. Authority at the particular moment, in respect of all Annual Contracts.
 - xliv) Monthly compliance will be verified by the **Andhra Pragathi Grameena Bank** while releasing their monthly bills towards ESI/PF/Professional Tax. That, regular ESI/PF/ Professional Tax Compliance should be in order.
 - xlv) It should be supported with Indemnity Bond and NOC of workers, if any, so as to indemnify **Andhra Pragathi Grameena Bank** from any liability in future.
 - xlvi) All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept with **Andhra Pragathi Grameena Bank** for their records to be retained as per the Retention Policy for further audit, if any, for at least five years.
 - xlvii) Contractor has to give monthly undertaking with supportive documents stating that they are complying with all laws applicable for all the persons including persons temporarily engaged at **Andhra Pragathi Grameena Bank** Branches/Offices.
- 34.18 Contractor must obtain valid Labour License for employing number of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed / engaged before actual execution of work and copy be forwarded to **Andhra Pragathi Grameena Bank**, Head Office, Kadapa before actual execution of work.
- 34.19 The contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued on that behalf by the Licensing Officer. The license may be renewed as per the requirement.
- 34.20 The Contractor must have his separate Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover their labours under the said Act under his Code No., and shall deposit regularly in time P.F. Contribution of both shares (Employers/ Employees) @12% of wage disbursed to the P.F. Office before due date along with the necessary Administrative Charges. Receipt copies of the challans should be submitted by contractor to the **Andhra Pragathi Grameena Bank**, Head Office, Kadapa every month before 25th of each month. Further, every month the contractor should submit copy of ECR in respect to PF, ESI, Professional Tax & LWF, etc. and documents to be submitted to Bank on completion of work for release of final bills, etc.
- 34.21 The Contractor must comply with the provisions of the Employee's Provident Fund Act (including Employees' Pension Scheme 1995) as may be applicable and ESI Act as amended from time to time. The Contractor should submit monthly challans of ESI &



- PF with the Certification that ESI/PF payment made in time in respect of **Andhra Pragathi Grameena Bank** Work Order.
- 34.22 The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their contract labours under the said Act, under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employees share and @ 3.25% towards employer's share of Gross Wages. Receipt copies of the challans should be submitted to the **Andhra Pragathi Grameena Bank**, Head Office, Kadapa.
- 34.23 The Successful bidder should also submit the six monthly returns and should ensure that all workers are getting ESI permanent Cards registered with IMP/Hospital/Dispensary. The Contractor should submit monthly copy of proof of submission of ESI contributions. The contractor should also submit relevant documents regarding ESI contributions done on completion of work for release of final bills, etc. If the provisions of The Workmen's Compensation Act 1923 are applicable to any contract worker, Contractor has to ensure the compliance of the same.
- 34.24 The contractor should have registration under Professional Tax and deduct the same from wages of his employees & remit Professional Tax every month to Government treasury in time and also submit Returns in time.
- 34.25 Copy of the allotment letters of PF and ESI Code No., separately at the time of award of Contract including work order copy may be forwarded for further compliance to **Andhra Pragathi Grameena Bank**, Head Office, Kadapa in order to show the same to PF & ESI Inspector during their visit/Inspection.
- 34.26 In short, the Contractor shall furnish the following information to the **Andhra Pragathi Grameena Bank**, Head Office, Kadapa, within 7 days of the receipt of the Work Order or actual date of commencement of work, whichever is earlier to **Andhra Pragathi Grameena Bank**, Head Office, Kadapa.
- i) Work Order Copy.
 - ii) ESI, PF, Profession Tax, GST etc. allotment letter.
 - iii) Labour License/application in Form No. IV for obtaining Labour License to the Bank, if applicable and in turn Bank will provide Form-V to successful bidder once obtained from competent authority.
 - iv) Nature of work and the no. of workers to be engaged from the date of commencement of work.
 - v) Bank Guarantee/ Security Deposit.
 - vi) Indemnity bond.
 - vii) Rate of Wages and the date of payment.
- 34.27 The Contractor would remit ESI, PF Contributions in respect of Persons to be engaged at **Andhra Pragathi Grameena Bank** branches / offices and submit the proof of challan copy & ECR copy every month along with wage register copy & should maintain monthly ESI/PF Compliance records with them.
- 34.28 Monthly bill/regular bills of Contractors should be reimbursed only when it is confirmed, after examination that the ESI, PF & minimum wage compliance is made fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised.
- 34.29 It may be ensured that the Contractor shall submit all the relevant documents monthly showing compliance of all the relevant Acts, Laws, Rules and Legislations as



and when called by **Andhra Pragathi Grameena Bank**, whenever there are complaints / non-compliance noticed.

- 34.30 During continuance of the Contract, the Contractor shall comply and abide, at all times with, all existing labour enactments and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour laws, including rules / regulations / bye laws, that may be passed or notification that may be issued under any labour law, in future, either by the State or Central Government or the local authority.
- 34.31 Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) there under shall be the sole responsibility of the Contractor.
- 34.32 Some of the major laws applicable and the compliance of which is to be made are given below (the list is inclusive and not exhaustive):
- i) Contract Labour (R&A) Act, 1970
 - ii) Minimum Wages Act, 1948
 - iii) Payment of Wages Act, 1936
 - iv) Employees Provident Fund & Misc. Provisions Act, 1952
 - v) Employees State Insurance Act, 1948
 - vi) Employee's Compensation Act, 1923
 - vii) Professional Tax Act. Etc.,
 - viii) Maternity Benefit Act, 1961
 - ix) Payment of Bonus Act, 1965
- 34.33 Contractor shall keep adequate no. of strength and contractors' services shall be available as and when required during the emergency.
- 34.34 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued there under from time to time.
- 34.35 The contractor should show all his records / monthly returns to the **Andhra Pragathi Grameena Bank**, Head Office to ensure strict compliance at proper time. If contractor fails to do so, it shall be deemed to be a breach of the contract and **Andhra Pragathi Grameena Bank** may in its discretion cancel the contract.
- 34.36 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.
- 34.37 **Andhra Pragathi Grameena Bank** shall be entitled at all times to carry out check(s) or inspection(s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.
- 34.38 The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by **Andhra Pragathi Grameena Bank**, Head Office, Kadapa at the time of obtaining clearance for release of final bill to avoid any further problem with regard to past liability of the said contractor for the said period.



- 34.39 **Andhra Pragathi Grameena Bank** Head Office, Kadapa will preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans, etc., for the retention period as per the policy to show as and when required to Investigation Agency.
- 34.40 The contractor and deployed persons shall open account with **Andhra Pragathi Grameena Bank**. The monthly bill payments shall be credited directly to the account of the contractor maintained with our bank subject to production of copies of PF, ESIC, PT, tax paid challans & other statutory payments subsequently.
- 34.41 Agency/Service provider shall ensure that the wages of their workforce deployed at our Bank is credited promptly to their respective Bank accounts in our Bank only.
- 34.42 While making such payment the Bank shall make the following deductions: -
- 34.42.1 Income-tax or any other tax deduction at source as per the Government rules.
- 34.42.2 The amount equivalent to any damages / loss etc. caused to the Bank by the workmen / employees of the contract agency.
- 34.42.3 The Bank reserves right to correct arithmetical errors or other errors shall be acceptable to and binding upon the contractor.
- 34.43 The Contractor shall ensure that the person/s appointed or to be appointed by them for service in the Bank's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason whatsoever.
- 34.44 The Contractor shall be required to produce verification certificate of such person from competent authority at his cost.
- 34.45 The contract shall be for a period of two years, subject to review after every year and operations will be reviewed for every three months. The contract may be renewed for further period of two years, on same terms and conditions or at mutually agreed terms and conditions (both technical & financial), at the discretion of the Bank, subject to rendering satisfactory services by the agency during the contract period.
- 34.46 **APGB** may terminate the contract any time by giving the Contractor a notice in writing as per terms of contract. In the event of instances of unsatisfactory service, gross misbehavior, theft, burglary, moral turpitude, misuse of the Bank's premises, etc., by the Contractor or by any staff of the Contractor
- 34.47 Such termination of contract may be done instantly without any prior notice or showing any reason whatsoever to the Contractor and the Contractor shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination.
- 34.48 The Security Deposit / Bank Guarantee kept with Bank, shall automatically stand forfeited under such circumstances without any further correspondence / intimation in the matter
- 34.49 In the event of termination of this Contract for any reason whatsoever, the Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor or any of its workers
- 34.50 Upon termination, the contractor shall be entitled to be paid only for the work actually performed up to the date of termination, as per the terms and conditions of contract.
- 34.51 In case of non-fulfillment of Contractual terms and conditions as stipulated in RFP /



- Work Order in addition to statutory compliance, the **APGB** Head Office, Kadapa, will deduct the appropriate amount as penalty out of the bills submitted by contractor.
- 34.52 The decision in this regard taken by the Bank will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.
- 34.53 After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no further claim for any extra payment of whatsoever nature for the compliance of the terms stipulated herein.
- 34.54 Bank reserve the right to modify / alter or cancel any part/full job/work order without assigning any reason thereof.
- 34.55 Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, **APGB** will not own any responsibility in this regard of whatsoever nature.
- 34.56 The Contractor shall submit a declaration that he / she himself / herself or no near relatives of his / her is in permanent / temporary employment with the bank at present. Here, near relatives would mean members of a HUF/ spouse / the one related to other in the manner as father, mother, son(s) and son's wife (daughter-in-laws), daughter(s), husband (son- in-law), brother(s), and brother's wife, sister(s), and sister's husband (brother-in-law).
- 34.57 Within **7** days of receipt of the format of *Contract Agreement*, which will be sent along with the work order, the successful bidder shall execute the contract under the authorized signature & date 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 work order.
- 34.58 **Within 14 days of the receipt of work order from the Bank, the successful bidder shall submit the performance security for Rs.30,00,000/- (Rupees Thirty Lakh only) in the form of cash deposit with the Bank or Bank Guarantee. Performance security shall be for the contract period + 3 months.**
- 34.59 Failure of the successful bidder to comply with the requirement of executing Contract Agreement 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 make the award to the next lowest evaluated agency or call for new bids.
- 34.60 This security deposit shall not bear any interest. They can also furnish Bank Guarantee (issued only by scheduled commercial bank) for the said amount, which shall be acceptable to Bank and shall have validity period of 15 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.
- 34.61 The percentage of the security deposit is subject to change and can be revised as per the CVC guidelines and Bank's need. If the contract value has increased over a period of time, additional Bank Guarantee for the increased value has to be submitted.
- 34.62 The Bank reserves the right to split the tender and procure services from other sources during the tender process, as per the terms and conditions of tender.
- 34.63 The successful Contractor shall be required to enter into a contract with the Bank, within 7 days from the receipt of work order or within such extended period as may be decided by the Bank along with the letter of acceptance, Security Deposit/Bank Guarantee and other terms and conditions as may be determined by the Bank to be



necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The cost of agreement to be borne by the Contractor.

- 34.64 The Bank reserves the right to reject any particular person deployed under the contract with the Bank without assigning any reason.
- 34.65 In case the Contractor fails to take action against the defaulter, the Bank reserves the right to take suitable/legal action against the Contractor and the person concerned. The professional fee and all other expenses will be recovered from the Contractor.
- 34.66 Persons deployed should be made aware of the fact by contractor that this is purely a contract work and it does not entitle them to seek employment / job opportunity for the Bank at any point of time.
- 34.67 Performance of the Contract shall be made by the contractor strictly in accordance with the time schedule specified by the Bank.
- 34.68 Time is the essence of Contract. Any delay by the contractor in the performance of its contractual obligations, which the Bank in its sole discretion may adjudge, shall render the contractor liable to any or all the following sanctions:
- 34.68.1 Forfeiture of its EMD / Security Deposit / performance guarantee /performance security
- 34.68.2 Imposition of liquidated damages / penalty
- 34.68.3 Termination of the Contract for default
- 34.69 In case the contractor has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and /or otherwise will be available to the contractor. However, the Bank shall have such rights against the contractor.
- 34.70 That the contractor is not involved in any major litigation and no litigation or investigation is threatened against the contractor. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of services under the Contract.
- 34.71 That the contractor confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the contract or services.
- 34.72 The contractor shall not claim any benefit/waiver from Govt. agency and after awarding contract; successful bidder should submit affidavit of the same.
- 34.73 Every contractor shall in respect of each work on which he engages Contract Labour shall be required to maintain following Registers/ Records under Contract Labour (R&A) Act , Minimum Wages Act and as per various labour laws and the ease of compliance to maintain registers under various labour laws, 2017.
- 34.73.1 Muster Roll OR Muster-Cum-Wage Register
- 34.73.2 Register of Wages
- 34.73.3 Register of Deductions
- 34.73.4 Register of Overtime
- 34.73.5 Register of Fines
- 34.73.6 Register of Advances
- 34.73.7 Issue Wage Slips to the workers at least a day prior to disbursement of Wages
- 34.73.8 Issue of Employment Card /Identity Card
- 34.74 No Party has any authority to bind the other party in any manner whatsoever, except



as agreed under the terms of the contract.

- 34.75 All employees/personnel/representatives/agents etc., engaged by the contractor for performing its obligations under the contract will be in sole employment of the contractor and the contractor shall be solely responsible for their wages, statutory payments etc.
- 34.76 The contractor shall not make or permit to be made a public announcement or media release about any aspect of the Contract without the permission of the bank.
- 34.77 Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.
- 34.78 All liabilities on legal aspects of contractor's labour lies with the contractor himself.

Other Terms & Conditions:

1. In case the Bank utilizes the services of the agency personnel for any extra work, no extra cost/charges thereof will be paid.
2. In case of Tie of Financial Bids preference will be given in the following order
 - a. Having on hand similar contract with RRB
 - b. On hand large number of personnel deployment contract in Banking sector.
 - c. Agency registered under MSME.
 - d. Proprietor/Managing Partner/ Managing Director is an Ex Servicemen Agency.
3. The Bank may, at any time may acquire additional Manpower for which the agency is bound to provide services on same terms & conditions of the agreement entered, even due to amalgamation of one or more Banks.
4. Bidder/Service providing agency should not have been penalized by the Govt./Statutory body/Law enforcing agency for violation of any law related workers/personnel deployed in the last three years.
5. Notwithstanding anything contained herein above, the Bank reserves right to continue / amend / modify / cancel terms of contract at any point of time in the event of amalgamation/ merger/acquisition of the Banks as notified by DFS or any other agency of GOI.

35.SETTLEMENT DISPUTES AND ARBITRATION

1. Any dispute or difference of any kind whatsoever if arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.



The dispute resolution mechanism to be applied shall be as follows: -

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- b) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

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 Kadapa or shall be referred to arbitration under KADAPA Jurisdiction.

36. Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:-

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and
 - (b) no inquiries or investigations threatened, commenced or pending against Bidder by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been/ shall be complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder.
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants,



conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or

- c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract.

37. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired.

(P R PADGETWAR)
GENERAL MANAGER



Format of Contract Integrity Pact

INTEGRITY PACT FOR

.....

Andhra Pragathi Grameena Bank, a Regional Rural Bank, incorporated under the Regional Rural Bank Act, 1976 and having its Head Office at 59/166-15, Akkayapalli, Revenu Ward 59, Mariyapuram, Kadapa -516 003, herein after referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant rules, regulations and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the



following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) will be original Manufacturer /System Integrator/ Authorised agent/ Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such goods/ services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of contract, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the tender terms.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages



equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the tender terms, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violating Bidder(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Fall Clause

The Bidder(s)/ Contractor(s) undertakes that it has not supplied/ supplying same product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/ entity whether or not constituted under any law and if it is found at any stage that same product/ systems or sub systems/ services was supplied by the Bidder(s)/ Contractor(s) to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder(s)/ Contractor(s) to the Principal, if the contract has already been concluded.



Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kadapa.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Company Code of Conduct

Bidder(s) / Contractor(s) also has a code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

Sanctions for Violation

If the Bidder(s)/Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned here in below:

- i) To disqualify the Bidder/Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder/Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder/ Seller for damages, if any. Subject to Clause5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.



iv) To encash EMD/Advance Bank Guarantees/Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

Compensation for Damages

If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.”

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place:
Date:

Place:
Date:



Annexure-I

BID COVERING LETTER

(To be submitted by the bidder/agency along with bid documents)

Ref. No.:

Place:

Date:

To

General Manager-PHRD,
Andhra Pragathi Grameena Bank,
Personnel & HRD Department,
D.No:59/166-15, Akkayapalli, Revenu Ward 59,
Near Mariyapuram church, Kadapa -516 003.

Dear Sir,

Having examined the Request for Proposal (RFP/tender): _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the personnel for sweeping, cleaning & maintenance of your Branches/Offices in conformity with the said RFP/tender 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 the security deposit /Bank Guarantee of schedule commercial Bank (Acceptable to the Bank) for amount equivalent to **Rs.30,00,000/- (Rupees Thirty Lakh only)** to the bank within 14 (Fourteen) days from receipt of work order and prior to commencement of service under the contract for the due performance of the Contract, in the form prescribed by the Bank and we undertake to execute a contract at our cost. This security deposit shall not bear any interest. The BG to be submitted shall be valid for contract period from the date of signing the contract with additional claim period of 3 (Three) months after expiry of validity period or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

We agree to abide by this bid for a period of 120 days from the last date of submission of Bid and the Bid 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 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".

We understand that you are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

I/we read and understood all conditions and requirements of **Andhra Pragathi Grameena Bank**, Head Office, Kadapa for providing sweeping, cleaning & maintenance services.

Dated this..... Day of..... 2024

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Signature of bidder along with seal of firm or company



Annexure-II

BIDDER DETAILS

No	PARTICULARS	TO BE FILLED BY THE PARTICIPANT		
1	Full Name of the Firm/ Company			
2	Constitution	Proprietorship / Partnership / Company		
		Registrations, deeds, bylaws to be submitted		
3	Complete Address			
	Telephone No./Mobile No.			
	Fax & e-mail			
	Website URL, if any			
4	Details: Proprietor/Managing Partner/Managing Director	Name:		
		Address:		
		Mob. No./Phone No.:		
		e-mail:		
5	Authorized person to sign & act on behalf of the agency (Enclose Authorization Letter)	Name:		
		Designation:		
		Address:		
		Mob. No./Phone No.:		
6	Profit as on	31.03.2022	Rs.	
		31.03.2023	Rs.	
		31.03.2024	Rs.	
		Attach documentary proof like IT Returns, Audited Balance sheets etc.		
7	Date of establishment / incorporation / commencement of business			
	Experience (at least for 10 years)			
	No. of Personnel engaged	(We confirm that no minors are employed by our firms)		
	Enclose- MOA, AOA, Partnership deed, Certificate of Registration & Renewal (whichever is applicable)			
	Name of the previous clients	Details of works carried	Value of work order	Period of work
	1.			
	2.			
	3.			
	4.			
	5.			
Copies of previous work orders should be enclosed				



8	Top three completed annual housekeeping and maintenance contract (contract period from 01/04/2018 to 31/03/2024). The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.	
	No.	Description
	Completed Annual Contract-1	
	1.	Client Name and Address
	2.	Annual Contract Value (completed)
	3.	Duration of Contract
	4.	Client Representative Name
	5.	Contact No (Landline/Mobile No)
	6.	e-mail ID
	Completed Annual Contract-2	
	1.	Client Name and Address
	2.	Annual Contract Value (completed)
	3.	Duration of Contract
	4.	Client Representative Name
	5.	Contact No (Landline/Mobile No)
	6.	e-mail ID
	Completed Annual Contract-3	
	1.	Client Name and Address
	2.	Annual Contract Value (completed)
	3.	Duration of Contract
	4.	Client Representative Name
	5.	Contact No (Landline/Mobile No)
	6.	e-mail ID
	9	PAN No.
		GST No.
	10	Reg. no. under Shops & Est. Act. / Gram Panchayat to commence the business
	11	Contract Labour Act registration no. (Regulation & Abolition Act 1970, if applicable)



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్
Andhra Pragathi Grameena Bank

RFP FOR HOUSEKEEPING, SECURITY GUARDS (UN-ARMED) & DRIVER SERVICES CONTRACT - 07.12.2024

	Date of registration	
	ALC/CLC (Central Govt.) Certificate of registration and up to date Renewal certificates shall be enclosed	
12	Details of EMD/BG	UTR/REF. No.:
		Date:
		Issuing Bank:
		Branch:
13	ESIC registration no. with date	
	Cert. of ROC with no. & date (if applicable)	
	EPF registration no. with date	
	Profession Tax registration no. with date	
	GST registration no. with date	
	Copies of Certificates and renewals shall be enclosed	
14	Address of the office in Kadapa (If not available an assurance letter to open Office at Kadapa)	
15	Contact Person available at office in Kadapa	Name:
		Mob. No./Phone No.:
16	For remaining terms and conditions enclose a separate sheet	

I/We confirm that provisions of 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 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 OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**



ANNEXURE-III

ELIGIBILITY CRITERIA

The bidders/agencies meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected;

S N o	Eligibility criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company registered under Companies Act with experience of minimum 10 (Ten) years for providing Housekeeping and Maintenance services	i) In case of Proprietary, copy of GST registration certificate ii) In case of firms Copy of the firm registration Certificate iii) In case of company copy of certificate of incorporation issued by Registrar of companies and full address of registered office.
2	Handled minimum 3 (Three) completed annual contracts in Housekeeping and Maintenance with each contract having value of not less than Rs.10 Crore . OR Handled minimum 2 (Two) completed annual contracts in Housekeeping and Maintenance with each contract having value of not less than Rs.12 Crore . OR Handled minimum 1 (One) completed annual contracts in Housekeeping and Maintenance with each contract having value of not less than Rs.15 Crore .	Copy of the work order and work completion certificates issued by the Banks specifying the below criteria's for the works carried out during the period from 01/04/2019 to 31/03/2024. 1. Scope of work. 2. Contract value. 3. No. of staff deployed by the contractor for the contract. 4. Period of the contract for completed. 5. Monthly payment Note: (i) Renewal of annual contracts will be considered as a single contract. (ii) Enclose Copy of agreement.
3	The bidder/agency should have a minimum average annual turnover of Rs.70 Crore for the previous three financial years (as on 31-03-2024). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2021-22, 2022-23 and Audited Balance sheet for 2023-24, establishing the turnover criteria should be submitted. The bidder/ agency must be in profits for last three years.	Copy of the Income Tax returns, audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.



4	The Bidder / agency should have its Head Office / Regional Office/Circle Office in the AP and an Office / Branch at Kadapa representative office who will be available on all working days at that place. In case there is no office / Branch at Kadapa, the bidder / agency should furnish an assurance letter accepting to open an office / branch at Kadapa with an authorized representative within one month from date of award of contract	Address Proof of the firm should be submitted along with Registration under Shops and Establishment Act.
5	Agency/Bidder should be enrolled with RLC/ALC under Contract Labour Act 1970 and certificate to that effect should be produced	Copy of valid labour license under contract Labour (regulation and Abolition) Act, 1970.
6	Registered with ESI, EPF, GST, PT, Etc., authorities and must be in possession of Permanent Account No (PAN)	Copy of valid registration certificate of ESI, EPF, GST, PT and PAN Should be submitted.

A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder/agency. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**



ANNEXURE-IV

TECHNICAL BID EVALUATION

The bidder shall submit documentary evidence for all the particulars mentioned hereunder;

No	Particulars	Marks	To be filled up by the Bank	Documents Attached [Yes/No]. If Yes, state the Nature of Document (s).
1	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2202, 2023 and 2024			
	>100 crores	10		
	>90 crores but <=100 crores	8		
	>80 crores but <=90 crores	6		
	=>70 crores but <=80 crores	4		
<70 crores	0			
2	No. of Employees on payroll in Housekeeping, Security Guards (un-armed) & Drivers Services as on 31/03/2024			
	>3000	10		
	>2500 but <=3000	8		
	>2000 but <=2500	6		
	>1500 but <=2000	4		
<1500	0			
3	Number of years of experience in Housekeeping, Security Guards (un-armed) & Drivers services			
	>= 15 years	10		
	>10 but <15 years	8		
4	ISO Certification			
	Available and in Inforce	2		
	Available, but Expired	0		
5	Whether the Bidder had provided services in			
	Govt./PSU + RRBs	5		
	Govt./PSU	3		
	Private	2		



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Andhra Pragathi Grameena Bank

RFP FOR HOUSEKEEPING, SECURITY GUARDS (UN-ARMED) & DRIVER SERVICES CONTRACT - 07.12.2024

6	Constitution			
	Public Ltd.	5		
	Private Ltd.	4		
	Partnership	3		
	Others (excluding Society/ies)	2		
7	Value of single largest annual contract in the past five years (up to 31.03.2024) in Housekeeping, Security Guards (un-armed) & Drivers services			
	>20 Crore	5		
	>15 Crore but <=20 Crore	4		
	<=15 Crore	3		
8	Complaint registration and Response methodology			
	Online (electronic, web- based) system available with the Contractor	3		
	Manual system available with the Contractor	1		
	No system used by the Contractor	0		
Total Marks		50		

Technical Bid Evaluation: Max marks 50

Minimum marks required for qualifying in the Technical bid evaluation: 30 Marks.

The Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, etc.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**



Annexure-V

FORM OF BANK GUARANTEE IN FAVOUR OF ANDHRA PRAGATHI GRAMEENA BANK

To,
The General Manager,
Andhra Pragathi Grameena Bank,
Personnel & HRD Department,
D.No:59/166-15, Akkayapalli, Revenu Ward 59,
Near Mariyapuram church, Kadapa -516 003.

WHEREAS(hereinafter called “ the Contractor)
Having its office at has undertaken, in pursuance of the Contract
No.....to provide outsourcing
personnel for Housekeeping, Security Guards (unarmed) and Driver services.

We,, Branch (hereinafter
referred to as “the Bank”), at the request of
..... (Contractor(s)), do hereby undertake to
pay to Andhra Pragathi Grameena Bank an amount not exceeding Rs.30,00,000/- (Rupees
Thirty Lakh only) against any loss or damage caused to or suffered or would be caused to or
suffered by the Andhra Pragathi Grameena Bank by reason of any breach by the said
contractor(s) of any of the terms or conditions contained in the said Agreement.

We, the Bank do hereby undertake to pay amounts due and payable under this guarantee
without any demur, merely on a demand from the Andhra Pragathi Grameena Bank, at any
time during the period of guarantee, stating that the amount claimed is due by way of loss or
damage caused to or would be caused to or suffered by the Andhra Pragathi Grameena Bank
by reason of any breach by the said contractor(s) of any of the terms or conditions contained
in the said agreement or by reason of the contractor(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.

We, the Bank further agree that the guarantee herein contained shall remain in full force and
effect during the period that would be taken for the performance of the said agreement and
that it shall continue to be enforceable till all the dues of the Andhra Pragathi Grameena Bank
under or by virtue of the said agreement have been fully paid and its claims satisfied or
discharges or till Andhra Pragathi Grameena Bank, Head Office, Kadapa, certifies that the
terms and conditions of the said agreement have been fully and properly carried out by the
said contractor(s) and accordingly discharge this guarantee.

We, the Bank lastly undertake not to revoke this guarantee during its currency, except with the
previous consent of the Andhra Pragathi Grameena Bank in writing.

Notwithstanding anything contained herein:

This Bank Guarantee shall be valid up to

Dated theday of,

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details
are as follows

Name of the Bank: Andhra Pragathi Grameena Bank
Name of the Branch: HEAD OFFICE
IFSC Code: APGB0000001



Annexure-VI

LETTER OF AUTHORISATION TO BID

No.

Dated: / /2024

The General Manager,
Andhra Pragathi Grameena Bank,
Personnel & HRD Department,
D.No:59/166-15, Akkayapalli, Revenu Ward 59,
Near Mariyapuram church, Kadapa -516 003.

Dear Sir,

Sub: Letter of Authorization to bid for **Andhra Pragathi Grameena Bank's** RFP floated for Sweeping, Cleaning & Maintenance requirements.

We M/s (Name and address of the contractor) hereby authorize(Name, cadre and Address of Agents), as our Authorized representative to submit a bid, and sign the contract on behalf of us for all the requirements by the bank as called for vide the bank's request for proposal reference no. Dated 2024

Yours faithfully,

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

(Note: This letter of authority should be on the letterhead of the principal contractor/ agency/ organization on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Agency in its bid. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted)



Annexure-VII

FINANCIAL BID

Wages for contract labour – Unskilled (Periodicity-Monthly)

S.No	Description	Agency quote for one person	Remarks
1	Agency's administrative charges /service charges for Housekeeping, Security Guards (Un-Armed) and Drivers services.	Figure in Rs. (two decimals) (in words.....)	Quote in Rs. / Ps only per person per month. (Do not mention in % s)

Note:

- 1) We abide by the terms and conditions of the bid.
- 2) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The table, shown above should be filled carefully. The contractor should furnish Rate Analysis for any item for scrutiny of the rates if required.
- 3) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the RFP document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of **Andhra Pragathi Grameena Bank**.
- 4) Contractor's Administrative charges/Service charges including profit margin (per person) shall not be Nil or less than or equal to zero. Any bid offer with contractor's admin charge/service charge or profit margin as nil or less than or equal to zero shall be considered unresponsive.
- 5) Bid price quoted in % s will be summarily rejected.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**



Annexure - VIII (a)

Declaration regarding minimum wages to be paid by the contractor to contract labour

(This is to enable the APGB to satisfy themselves of the intention of the contractor to adhere to Minimum Wages Act. etc.)

Wages per day of Contract Labour proposed to be paid by the contractor excluding employer's contribution of EPF but including employee contribution of EPF etc.

1) For Area A

Rs..... (in figures)

Rs..... (in words)

2) For Area B

Rs..... (in figures)

Rs..... (in words)

3) For Area C

Rs..... (in figures)

Rs..... (in words)

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:



Annexure - VIII (b)

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by our Agency in _____ for Cleaning, Sweeping and Maintenance work for the month _____ Year _____.

Office in which subscription remitted	Bill No. & Date	EPF	ESI	Others

(Note: Attach the respective document challan for the verification)

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:
Address:



Annexure - VIII (c)

CERTIFICATE FOR COMPLYING WITH ALL THE APPLICABLE LABOUR LAWS AND THE RULES/ ORDERS

Certified that I/We have complied with all the applicable Labour Laws and the Rules/Orders issued there under from time to time. I/We undertake to Submit all relevant records/monthly returns to the **Andhra Pragathi Grameena Bank**, Head Office, Kadapa to ensure strict compliance at proper time. If I/We fail to do so, failure will be a breach of the contract and **Andhra Pragathi Grameena Bank** may in its discretion cancel the contract.

Some of the major laws applicable and the compliance is to be made are given below (the list is inclusive and not exhaustive):

- i) Contract Labour (R&A) Act, 1970
- ii) Minimum Wages Act, 1948
- iii) Payment of Wages Act, 1936
- iv) Employees Provident Fund & Misc.Provisions Act, 1952
- v) Employees State Insurance Act, 1948
- vi) Employee's Compensation Act, 1923
- vii) Professional Tax Act. Etc
- viii) Maternity Benefit Act, 1961
- ix) Payment of Bonus Act, 1965

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:
Address:



Annexure - IX

DECLARATION OF NEAR RELATIVES OF APGB EMPLOYEES

I/We _____, S/o/D/O _____ residing at _____ hereby certify that none of our relatives as defined in the Tender Document is/are employed in **Andhra Pragathi Grameena Bank** as per details given in the Tender Document. In case at any stage, it is found that the information given by me is false/incorrect, **Andhra Pragathi Grameena Bank** shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

[The near relatives are members of a Hindu Undivided Family/Husband and Wife/the one related to other in the manner as father, mother, son(s), and son's wife (daughter – in – laws), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)]

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:



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Andhra Pragathi Grameena Bank

RFP FOR HOUSEKEEPING, SECURITY GUARDS (UN-ARMED) & DRIVER SERVICES CONTRACT - 07.12.2024

Annexure - X

UNDERTAKING

We hereby certify that we have gone through the RFP Document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum and other Labour related statutory formalities like PF, ESI, PT, LWF etc.

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:



Annexure – XI

AFFIDAVIT REGARDING BLACKLIST/ DELIST/ DEBARRED AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED DECLARATION

I, _____*sole proprietor/ partner/ authorized signatory of M/s. _____sole proprietorship/ partnership firm/ public/ private limited company, having its principal place of business/registered office at (Full Address) do hereby solemnly affirm and declare as under:-

That I am the sole proprietor of M/s _____

OR

That ours is partnership firm having partners as under:-
Full Name of partners.

- (a)
- (b)
- (c)
- (d)

OR

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.

(Delete which is not applicable while typing affidavit)

If proprietorship, a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. dept. from participating in the tender as on date.

I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on..... that the contents of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

* Strike off whichever is not applicable



Annexure - XII

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS
EXECUTED IN THE LAST FIVE YEARS OR CURRENTLY UNDER EXECUTION**

No	Award for or against applicant	Year	Name of client	Cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

Note:

- 1) information has to filled up in this format only
- 2) Indicate other points, if any to show your technical competence to indicate any important in your favor.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:
Address:



Annexure - XIII

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this theday of.....2024 between ANDHRA PRAGATHI GRAMEENA BANK, a body corporate constituted under the Regional Rural Banks Act 1976, having its Head Office at Mariyapuram, Kadapa-516003. A.P., hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

AND

M/s_____ Limited a company registered under the Companies Act having its registered office at_____ hereinafter called the "Supplier" which term shall wherever the context so require includes its successors and assigns, WITNESSETH:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to procure Customer Relationship Management Platform.

M/s_____ Limited has been engaged in the business of providing the Manpower for housekeeping and maintenance services.

The parties have entered into agreement dated _____ for supply of manpower for housekeeping and maintenance services and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information:

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The



Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions:

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- Is or becomes publicly known through no unauthorized act of the Receiving party
- Is rightfully received from a third party without restriction and without breach of this agreement
- Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

1. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

2. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and



proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

3. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

4. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

5. Entire Agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

6. Indemnity Clause

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

7. Governing Laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

BANK

M/s



Annexure – XIV

Bank Guarantee Format for Earnest Money Deposit

To

The General Manager,
Andhra Pragathi Grameena Bank,
Personnel & HRD Department,
D.No:59/166-15, Akkayapalli, Revenu Ward 59,
Near Mariyapuram church, Kadapa -516 003.

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____(hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs.5,00,000/- (Rupees Five Lakh only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.
- (c) Fails to comply with any terms of tender or work order. And/or
- (d) Found any statement/enclosures/annexures is False/Incorrect

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs.5,00,000/- (Rupees Five Lakh only)



ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బేంక
Andhra Pragathi Grameena Bank

RFP FOR HOUSEKEEPING, SECURITY GUARDS (UN-ARMED) & DRIVER SERVICES CONTRACT - 07.12.2024

ii) This Bank Guarantee is valid up to _____ and

iii) 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 _____ (mention period of guarantee as found under clause above plus claim period)

Dated _____ day of _____ 2024.
(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Andhra Pragathi Grameena Bank

Name of the Branch: HEAD OFFICE

IFSC Code: APGB0000001