

छत्तीसगढ़ राज्य सहकारी बैंक मर्या.

मुख्यालय, "सहकार भवन"

प्लॉट नं. 74, सेक्टर-24

नवा रायपुर, अटल नगर (छ.ग.) 492002



Chhattisgarh Rajya Sahakari Bank Mydt.

Head Office, "Sahakar Bhavan"

Plot No. 74, Sector-24

Nava Raipur, Atal Nagar (C.G.) 492002

छ.ग./मुख्यालय/अटल नगर/क्र. 5514 दि. 18/01/2023

C.G./H.O./Atal Nagar/No. Dt.

Request for Proposal (RFP)

Proposal are invited from eligible agencies for **Providing of Skilled Man Power for the Chhattisgarh Rajya Sahkari Bank Mydt. (Apex Bank) RFP Document can be Downloaded From Bank Website www.cgapexbank.com. Document shall be sent to office of the undersigned by speed post / registered post only Modification / Amendments / corrigendum ,if any shall not be advertised in the news paper .shall be published on website www.cgapexbank.com .The undersigned reserves the right to change the terms and conditions .select / reject any application without assigning any reason thereof. Cost of Tender Document is Rs 5000 (Non Refundable)**

Date of obtaining RFP Document Start from

19.01.2023

Last Date of Submission of Offer is -

02.02.2023 (2.00 PM)

Opening Of Proposals

03.02.2023 (2.00 PM)

For Any Clarification Contact Admin Department, Head Office, Nava Raipur, Atal Nagar.

for Managing Director

Email - cg.apexbank.ho@gmail.com, apex_yojna@yahoo.in

Abbreviation

GoCG	Government of Chhattisgarh
CGRSB	CHHATTISGARH RAJYA SAHAKARI BANK MYDT. (APEX BANK)
PSU	Public Sector Unit
EMD	Earnest Money Deposit
LOI	Letter of Intent
LOA	Letter of Acceptance
CV	Curriculum Vitae
PAN	Permanent Account Number
RFP	Request for Proposal
ToR	Terms of Reference
TS	Technical score
MD	Managing Director
CA	Chartered Accountant

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF CONSULTANCY AGENCY FOR
PROVIDING OF SKILLED MANPOWER FOR THE
CHATTISGARH RAJYA SAHKARI BANK MYDT. (APEX BANK)

MANAGING DIRECTOR

Chhattisgarh Rajya Sahkari Bank Mydt .(Apex Bank)
NAYA RAIPUR-492002

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the CGRSB, or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the CGRSB. To the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the CGRSB, in relation to supply of supporting staff a Professional Service Provider (PSP). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the CGRSB., its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, and reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The CGRSB. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The CGRSB., its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The CGRSB. also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The CGRSB may in its absolute discretion, but without being under any obligation to do so, update, Amend or supplement the information, assessment or assumption contained in this RFP.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CGRSB. or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the CGRSB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

INVITATION FOR PROPOSALS

SECTION A

OUR VISION: For the purpose of continuous increase in the living standards of the people of the state

and farmers, providing them credit facilities as per the requirement so that they can increase their income and agricultural productivity. Strengthening of District

Cooperative Central Bank Limited and Primary Agricultural Cooperative Credit Societies economically and democratically so that they can provide high level commercial services to the farming community for a strong rural India.

OUR MISSION

1. Providing state-of-the-art core banking services to the bank's customers.
2. To increase agricultural productivity by providing timely credit facility (agricultural loan) to the farmers of the state.
3. Commitment to social obligations for the purity of a strong society.
4. To nurture a culture of team spirit, empowerment and originality by encouraging ethical values so that the capacity of employees is continuously developed and institutional objectives are achieved.
5. Commitment to transparency, accountability and integrity while harmonizing principles and methodology.
6. To act as a leading cooperative bank to strengthen the cooperative movement in the country.
7. To make the organization dynamic, to devise a strong strategy to adapt to the new challenges, to make proper use of the available opportunities based on its prior achievements and experience so that the customers can get high level services and profit

Details of Manpower Requirement:

S. no.	Name of Post	No. Of Post	Basic	Other Allowns	Salary	Salary Per Month	Salary Annual	Salary for 2 Year
1	Computer operator	41	18440.00	6560.00	25,000	10,25,000	1,23,00,000	2,46,00,000
2	Supervisor	29	20680.00	9320.00	30,000	8,70,000	10440000	208,80,000
3	CIVIL Engineer	01	21000.00	14000.00	35,000	35,000	4,20,000	8,40,000
4	Driver	04	11440.00	3560.00	15,000	60,000	720,000	14,40,000
	Grand Total	75			105000	19,90,000	2,38,80,000	4,77,60,000

Note : 1. Bonus payment will be Extra Applicable on Basic wages - up to 21000/-
2. GST As Applicable.
3. Manpower Number Increase/Decrease as per requirement of the Bank.

The manpower provided by the selected agency for the CGRSB. will be dedicated full time staff and will be stationed at CGRSB. as well as. Working space will be provided by CGRSB. along with working station and required stationary. The day to day work of the manpower will be assigned by CGRSB. All the monitoring and reporting aspects of the manpower will be under the control and supervision of CGRSB and the concerned Reporting officer.

Responsibilities of the Agencies

1. Identifying manpower to suit CGRSB requirements; (See Annexure-f)
2. The Interview/Selection of the Manpower shall be done by the selection committee in consultation with CGRSB.
3. Adopting the Existing Manpower in consultation with CGRSB.
4. Collecting of monthly output reports and attaching the same when submitting bill to CGRSB
5. Keeping in constant touch with CGRSB to ensure all manpower are functioning satisfactorily.
6. To remove and replace an expert whenever felt necessary or whenever demanded by CGRSB The agency will need approval for its activity plan, including deployment of manpower from the bank on a quarterly basis.
7. The agency will ensure the selection of only those candidates who fulfill the eligibility criteria prescribed in guideline.
8. For all purpose the Agency will report to the Managing Director CGRSB.

Requirement of Manpower

CGRSB Reserves the right to make changes in thy required number of Manpower and their qualifications

SECTION-B

9. ELIGIBILITY CRITERIA FOR BIDDER (SEE ANNEXURE-2)

- a. The Bidder must be registered under appropriate legal framework
- b. The agency should have at least 5 years of experience of providing similar services in the context of professional/ Manpower or PMC service provider in state/Central/ PSUs/ Government.

- c. Average annual turnover of Rs. 300 lakhs during the last three Financial Year.
- d. Should not have been black listed by GoI, state governments and/or other Institutions. (Attach self Declaration).
- e. The agency should have EPFIESI registration certificate
- f. The agency should have GST return file updated /GST NO DUES
- g. Last 3 year Audited balance sheet.

10. **BID SUBMISSION**

The RFP must be submitted in three envelopes as follows:

- 1. Envelope A Mother envelope containing-
 - a. EMD & Document Charge in Form Of DD favor of "C.G.Rajya Sahakari Bank Mydt." Payable in Raipur
 - b. Envelope B;
 - c. Envelope C;
- 2. Envelope B Credentials of the Bidder on the prescribed format along with supporting documents. (See Annexure-2)
- 3. Envelope C Financial Quote of the Bidder on the prescribed format. (See Annexure-3)

The RFP shall be typed or written in English and shall be signed by the agency or a person's duly authorized. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the RFP prior to opening of the same.

3. FINANCIAL PROPOSAL

In the financial proposal the rate of tender should be in words and figures. The agency should quote the service charge. This service charge should be calculated on the total remuneration on the percentage basis. The Agency who quotes the lowest service charge will be the successful bidder. In case of tie between two agencies the agency with higher credentials in technical score will be declared successful bidder.

THE ENVELOPES MUST BE SUPER-SCRIBED AS FOLLOWS:

- a. Bids without the EMD will be noted and summarily rejected.
- b. Envelope B "CREDENTIALS OF THE BIDDER" will be opened and scrutinized by an in-house Scrutiny Committee at its convenience.
- c. The Scrutiny Committee will make a desk appraisal of the bids on the basis of marks against specific parameters (mentioned in the Docket) and prepare a Short List.
- d. Envelope C "FINANCIAL BID" will be opened in the presence of short-listed bidders or Representative with official letter who choose to be present
- e. CGRSB shall not be responsible for bids not reaching within time or bids lost/damaged in transit.
- f. The mother envelope (Envelope A) must be sent only by Registered/Speed Post so as to reach the MD, CGRSB. on or before the last date and time as mentioned earlier.

4. EARNEST MONEY DEPOSIT (EMD)

- (i) RFPs should necessarily be accompanied by Earnest Money Deposit for minimum of Rs 100000/- (One lac Only) in the form of a FDR /DD in favor of Managing Director, C.G .Rajya Sahkari Bank on any Nationalized scheduled bank payable at Raipur.
- (ii) The EMD must be kept in Envelope-A. For safety, it may be placed in a separate plain envelope and kept in Envelope-A.
- (iii) EMD shall be returned to the unsuccessful Bidders within a period of two weeks from the date of signing of Agreement between CGRSB and the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted against performance security and released upon completion of the assignment under this RFP.
- (iv) EMD shall be forfeited in the following cases:
 - a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b) If the successful Bidder fails to execute the assignment agreement within the stipulated time or any extension thereof provided by CGRSB..

5. Validity of Proposal

The validity of the RFP shall be as follows:

- i. 120 days after the date of bid opening, for the purpose of acceptance by CGRSB and
- ii. In case of selection and assignment of work, the consideration shall not be changed for Two years thereafter
- iii. Any Proposal which is valid for a shorter period shall be rejected as non-responsive.

6. Selection Process

Step-I: Desk scrutiny of the credentials (Envelope B) of all eligible bidders by an in-house Scrutiny Team. The Credentials will be evaluated by the Scrutiny Team based on the following scoring system:-

Evaluation Criteria

S. No	Parameters	Minimum Marks	Maximum Marks
1.	Registration of Shop and establishment Act for Necessary Location under C.G. State valid registration from last Six Month in Tender Notice : 1.For Each Division /Sambhag = 2 Marks, Maximum=10 Marks	2	10
2.	Work Order for Supply of Similar Manpower - Currently deployed in Cooperative banking sector / Insurance Sector / Govt Sector. 01. for One Organisation = 02 Marks. 02. Two Organisation =04 Marks Only Chhattisgarh State.	2	4
3.	Work Completed During Last 03 Years in Govt Banking Sector / Govt Insurance Sector / any Govt Sector/ Cooperative Bank for minimum 40 Manpower for Similar work in single order in only Chhattisgarh State : 1. Year 2020-Marks = 6. 2. Year 2021 Marks = 8, Only Govt. Banking/ Govt. Insurance Sector/ Cooperative Bank 3. Year 2022 Marks = 10, for Only Govt. Banking/ Govt. Insurance Sector./ Cooperative Bank	6	10
4.	Maximum Similar Manpower had been deployed within 11 years in Govt. banking /Govt. Insurance sector/Cooperative Bank only in Chhattisgarh State in single work, submit the proof like as certificate/certified invoice copy. 1. Up to 40 Manpower =05 marks. 2. Up to 80 Manpower = 6 Marks. 3. Up to 125 Manpower = 8 Marks. 4.Above 125 Manpower = 10 Marks.	5	10
5.	Valid Labour License registered by Central/ State Govt : 1. Up to 40 labour = 05 Marks. 2. Upto 99 Labour = 07 Marks 3. 100 & Above = 10 Marks.	5	10
6.	Networth of Contractor / Agency as on March 2022 : 1. Up to 02 Crore = 05 Marks. 2. Up to 07 Crore = 7.5 Marks. 3 Up to 07 to Above = 10 Marks.	5	10
7.	Minimum 200 employee EPF deposit should have done in last month , which will be verified by EPF portal : 1. Up to 200 = 02 Marks. 2. Up to 500 = 04 Marks. 3. Up to 1000 = 06 Marks. 4. Above 1000 = 10 Marks	2	10
8.	Currently Running Work Order for Supply of Similar Manpower at C.G. State only Govt. Bank / Govt. Insurance Sector/Cooperative Bank : 01. One Work Order = 02 Marks. 02. Two Work Order =04 Marks. 03. Three Work Order =06 Marks. 04. Three Work Order =08 Marks	2	8
9	EPF Registration =01 Marks if EPF Registration from C G State 03 Marks	1	3
10	ESIC Registration =01 Marks if ESIC Registration from C G State 03 Marks	1	3
11	GST Registration =01 Marks if GST Registration from C G State 03 Marks	1	3
12	Experience in Cooperative Bank (establish in CG State) 01 Marks For 01 Year & 01 Marks for Each Year (Maximum 10 Marks)	1	10
Total		33	91

Step-2: Based on above evaluation criteria, the bidders with minimum marks above 40 % will only qualified for opening of financial proposal.

Step-3: The financial bids of qualified bidders will be opened first and bidder with least cost will be selected as "L-1" provisionally. In case of tie in bid bidder with higher technical score will be declared successful bidder.

7. Payment Terms & Performance Security

1. Payment will be made to the Agency by CGRSB during the month after processing of the bill. The Agency has to prepare separate bills for CGRSB..
2. In case of unutilized amount, the agency has to refund the amount within 30 days. In the event of non refund of money CGRSB will charge 18% interest on unutilized amount per month.
3. The payments relating to CGRSB .. the Agency will be required to submit the Bill to CGRSB...
4. TDS will be deducted from payments in accordance with law.
5. The Agency which supplies the Manpower has to pay all other applicable taxes on gross remuneration of all employees to Central Govt. Tax Department. The Agency has to submit tax paid challan regularly to the CGRSB and then get reimbursement from CGRSB...
6. The total remuneration of manpower will be directly credited to recruited manpower agency from CGRSB with service charges.
7. Computers and other required accessories will be provided from CGRSB which will be a property of CGRSB., the agency will have to return the asset in working condition after the completion of contract.
8. Deduction of P.F. is responsibility of service provide agency.

8. Security Deposit:

1. For successful bidder earnest money deposit i.e. EMD shall be converted as initial Security Deposit. Further the contractor shall permit the CGRSB at the time of making any payment to him for work done under the contract to deduct towards security deposit @ 5% of agency charges quoted by bidder. However totals security deposit including EMD shall not exceed 10 % of total contract value. Security Deposit will be returned to firm at the end of contract period.
2. It shall be the responsibility of the agency to ensure timely renewal of Security Deposit.
Payment may be withheld for default in this regard.
3. If the agency fails to execute the contract successfully, the security deposit will be forfeited and nothing will be paid to him.

09. Penalty:

- (1) The agency is required to keep the office and running at all the times. Failure in this regard will attract penalty as follows:
 - (a) Initial deployment of manpower within 30 days from the date of signing of agreement if not able to do so, then 2% of monthly remuneration per person per week will be deducted.
 - (b) Replacement within 15 days if not able to do so 2% of monthly remuneration per person per month will be deducted subjected to following terms-

Penalty due to Replacement	<p>1. Replacement of Manpower shall generally not be allowed. The replacement of Manpower by bidder will be allowed only in case, the Manpower leaves the organization by submitting resignation with the present employer.</p> <p>2. In case of failure to meet the standard of the client, (Which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the Manpower without any penalty for replacement <i>lexis</i>.</p> <p>3. The replaced Manpower will be accepted by the CGRSB only if He She meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the client. The outgoing resources should complete the knowledge transfer with the replaced Manpower as per the satisfaction of the CGRSB. .. The bidding firm shall be allowed maximum of 30 days to replace the Manpower. After that due penalty will be enforced as per RFP.</p>
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10. Miscellaneous:

1. **Agreement:** The Selected firm will have to sign, within 15 days from the date of issuing LoA, an agreement on non-judicial stamp paper of adequate denomination with CGRSB ..
2. **Period:** The initial contract will be for 2 year Depending on the annual performance review of the agency the contract can be extended up to Five year after Satisfactory on mutual Consent.

11. Termination of Contract: CGRSB retains the right of premature termination of the agreement in the following conditions:

- i. In the event of premature termination or suspension of the scheme by Govt. of India and CGRSB. Engagement in the scheme, for which CGRSB cannot be held responsible.
- ii. Change in Bank policy that renders the assignment redundant

12. Conflict of Interest

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the clients interests paramount, strictly avoiding conflicts with other assignment or its own corporate interest, and acting without any consideration for future works.

The Consultant has as obligation to disclose to the client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its clients. Failure to disclose such situation may lead to the disqualification of the consultant or the termination of its contract.

Conflicting assignments:

Conflict among consulting assignments a Consultant (including its Experts and Sub-Consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another

Client.

a. Conflicting relationships:

Relationship with the Client's staff: a Consultant (including its Experts and Sub- consultants) that has a close business or family relationship with a professional staff of the CGRSB.who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contractor (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the CGRSB. Throughout the selection process and the execution of the Contract.

13. Substitution of Professionals.

- In case of substitution of manpower, CORSB. Reserves the right to examine the new Personnel proposed to be provided as replacement.
- In case of gap period for replacement of any specialist no remuneration will be provided for that period concern.

14. Acknowledgement by Agency

It shall be deemed that by submitting the Proposal, the bidder has:

- a. made a complete and careful examination of the RFP;
- b. Received all relevant information requested from CGRSB..
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the Information provided in the RFP or furnished by or on behalf of CORSB .or relating to any of the matters stated in the RFP Document
- d. satisfied itself about all matters, things and information, including matters referred to in Clause herein above, necessary and required for submitting the offer and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of. Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

NOTE:

CGRSB shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake there in or in any information or data given by CORSB.

15. Right to Reject any or all Proposals

- a) Notwithstanding anything contained in this RFP, CGRSB Reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) CGRSB further reserves the right to reject any Proposal at any time, if:
 - 1. A material misrepresentation is made or uncovered, or
 - 2. The Agency does not provide the supplemental information within time limit sought by CGRSB for evaluation of the Proposal. Such misrepresentation/ improper response may lead to the disqualification of the Agency.

NOTE:

If such disqualification /rejection occur after the Proposals have been opened and the highest ranking bidder gets disqualified / rejected.. then CGRSB reserves the right to consider the next best bidder, or any other measure as may be deemed fit in the sole discretion of CGRSB Including annulment of the RFP Process

16. Language

- a) The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the RFP Process shall be in English language and strictly on the forms provided in this RFP.
- b) All the supporting document or printed literature shall be submitted with the Proposal for proof of all the given information i.e. Educational qualification specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

17. Proposal Due Date

RFP filled in all respects must reach the office of CGRSB .at the address, time and date specified in this docket through Speed / Regd. Post only.

Late Submission RFPs received after the deadline for submission prescribed by CGRSB will reject the RFP.

18. Modifications and Withdrawal of Proposals

- a) No modifications to the Proposals shall be allowed once it is received by CGRSB., Raipur.
- b) However, a Proposal can be withdrawn by the bidder before date of opening.

19. RFP Opening

- a) CGRSB will open all Proposals, in the presence of Agencies or their Authorized representatives who choose to attend with authorization letter, at the venue, date and time mentioned and in the following location: CGRSB Building, Sector - 24, Atal Nagar, Naya Raipur.
- b) The Agency representatives who choose to be present will be required to sign a register Evidencing their attendance.

20. Commencement of Assignment

- a) The Agency must commence the Services within thirty (30) days from the date of signing of the Agreement.
- b) If the Agency fails to commence the assignment as specified herein, CGRSB may, unless it consents to extension of time thereof, forfeit the EMD and appropriate the same.

21. Proprietary Data

- a) All documents and other information provided by CGRSB or submitted by an Agency to CGRSB shall remain or become the property of CGRSB.
- b) Agency and the professionals, as the case may be, are to treat all information as strictly confidential.
- c) CGRSB will not return any proposal or any information related thereto.
- d) All information collected, analyzed, processed or in whatever manner provided by the professionals to CGRSB in relation to the assignment shall be the property of CGRSB.
- e) Or in whatever manner provided by the professionals to CGRSB in relation to the assignment shall be the property of CGRSB ...

22. Leave Policy

The objective of this policy is to ensure that employees are able to balance work and professional life without compromising work continuity and discipline.

- a. The Community Organizers and supporting staffs should be stationed in Raipur as well as in City for the entire Work period. The Resource has to follow the working hours, working days and Holidays of CGRSB ...
- b. All the staffs shall get prior approval of leave before leaving OFFICE STATION.
- c. Leave entitlement and computation will be effective from date of start of project.
- d. In case of important time bound assignment nodal agency may call Managers to work on holiday or in the State. In this case no extra payment will be given to selected agency.
- e. An employee can avail maximum 12 leaves per year on pro-rata basis.

- f. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case by case basis and will be decided by Bank.
- g. The travel Expenses and TA/DA of staff for official works shall be borne by CGRSB. as per the guideline issued by CGRSB. Including procedure to claim travel expenses.

23. Dispute resolution

Amicable resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties headed by MD, of CGRSB ..

24. Arbitration

- a) **Procedure** Any Dispute which is not resolved amicably within 30 days from the last date written communication from either Party shall be referred to the arbitration, which arbitration shall be governed by the, Arbitration and Conciliation Act, 1996 ("Arbitration Act")

- b) **Place of Arbitration**

The place of Arbitration shall be compulsorily at Raipur City

- c) **Place of Arbitration**

The place of Arbitration shall be Raipur city.

- c) **English language**

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in the English language and, if oral hearings take place, the English language shall be used in all such hearings.

- d) **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

- e) **Performance during Dispute Resolution**

Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

25. Fraud And Corrupt Practices

- The Agency and their officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.
- notwithstanding anything to the contrary contained in this docket, CGRSB. shall reject a Proposal without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively termed the "Prohibited Practices") in the Selection Process.
- In such an event, CGRSB. shall, without prejudice to any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to CGRSR for, inter alia, time, cost and effort of CGRSB .in regard to the RFP, including consideration and evaluator of such Agency's Proposal.
- Without prejudice to the rights of CGRSB. under the Clause hereinabove and the rights and remedies which the CGRSR may have under the Letter of acceptance (LoA) or the Agreement, if an Agency or Consultant, as the case may be, is found by CGRSB. to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Agency or Consultant shall not be eligible to participate in any tender or RFP or EoI issued by CGRSB. during a period of 2 (two) years from the date such Agency or Consultant, as the case may be, is found by CGRSB. to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them: a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CGRSB. who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CGRSB. shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner. Whatsoever, whether during the Selection Process or after the

issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant! adviser of the CGRSB. in relation to any matter concerning the Project;

Force Majeure

- i. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of Its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

IV. Measures to be taken:

- a.) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- b.) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c.) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d.) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either: (i) demobilize,; or
(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

Detail scope of work will be as per term of reference (ToR) as mentioned below

The overall responsibilities of the CGRSB. will include, but not be limited to, the following:

- To facilitate establishment of Support staff
- To provide professional and technical inputs on specific components
- To support for branches of CGRSB.
- To document the progress and process of implementation and best practices
- To undertake/commission studies to assess the impact of the BANK
- To coordinate with various departments of state government, central government, banks and such organizations to help.

Terms of Reference (ToR) for Staff positions:

- **Terms of Reference (ToR) for positions Scope of work**

The position is a contractual engagement, initially for two years. Renewal of contract is done every two years based on performance appraisal. The incumbent will report to the Concern Project Officer, or any other officer assigned by him. The person should have good command on Hindi and the regional language. The person should be proficient with MS office.

Educational Qualification, Experience & Competencies of Manpower supplied to CGRSB

The Educational Qualification, Experience of manpower shall be as per the requirement of CGRSB. The Successful bidder may request the APEX BANK at the time of realizing the advertisement and recruitment. The Successful bidder is binding on rules of CGRSB Contractual positions. Details Are Given in tabulation

S. No	Name of Post	No. of post	Qualification	Experience
1	Supervisor	29	Graduation in any discipline and Diploma in Computer.	Three year 10 relevant field
2	Computer operator	41	Graduation in any discipline and PGDCAIDCA	Three year III relevant field
3	Civil Engineer	01	Graduation m Civil engineering	Five year in relevant field
4	Driver	04	Higher secondary and valid Diving License	Three year in relevant field

3. CREDENTIALS OF THE BIDDER

(On the Bidder's Letter Head, To be signed and placed in Envelope B and sealed)

To

**Managing Director
Chattisgarh Rajya Sahkari Bank Mydt.
Plot 0-74 sector -24 ,Atal Nagar
Nawa Raipur**

Dear Sir,

We, the undersigned, offer to provide the services for CGRSB in accordance with your RFP dated [27.11.2020]. Our details credential is given here as under: S. No

Details Response

A. Particulars of the Bidder

- 1) Name of the firm
- 2) Year of establishment with legal entity
- 3) Complete postal address with Pin code
- 4) Name of the Contact Person
- 5) Office Phone
- 6) Fax
- 7) Mobile Number
- 8) Website
- 9) Email

B. Operation in other State, if any I. Enclose Certificate from Govt.

Dept/Donor stating working in the States

- 1) Brief details of work being done
- 2) Complete postal address
- 3) Name of the Contact Person
- 4) Office Phone
- 5) Fax
- 6) Mobile Number
- 7) Email

C. No of Year of Existence with Valid Registration of Service Tax/PAN/IT returns

1. Certificate of Incorporation/Registration
2. Copy of PAN Number,
3. Copy of Valid Service Tax Registration

4. Copy of IT return

D. Years of Experience in Providing Manpower Services

1. Attach work orders along with client certificates specifying no of year served and "completion" OR "satisfactory work in progress"
2. List of organization of last five year with list of number manpower supplied

E. Value of Assignment with Govt. Department

1. List of Govt. Department along with contact person and telephone/mobile number.
2. Contract copy of 3 assignments each. F. Last 3 years Annual turnover
1. Certificate from CA in each of 3 year along with CA registration number.
2. 3 years Audited Report.

Financial Year	Turnover (Lakhs)

G. Bidder's experience

[Using the format below, provide information on each assignment for which your Company, in Supply and Managing the Professional Manpower similar to the ones requested under this assignment during the last 5 years. Mention not more than 5 Major latest assignments Enclose the work order.

S.no.	Name Of Assignment	Name of client (Govt./Non Govt.)	Value of Assignment In Lacs	Type of Professional manpower/Recruited /Supplied / Managed	Place of Assignment	Period of Assignment	Brief about the Assignment
1							
2							
3							
4							
5							

Signature [In full and initials]:.....

Name and Title of the Authorized Signatory.....

Name of the Agency:.....

Address:.....

Signature [In full and initials]:.....

Financial Proposal
(PRICE BID)

(On the Bidder's Letter Head, To be signed and placed in Envelope C and sealed)

To,

Managing Director,
Chhattisgarh Rajya Sahkari Bank
Mydt. Sector 24 plot no -74, Nava
Raipur, Atal Nagar

Dear Sir,

Subject: RFP for Agency for supply of manpower at CGRSB.

Reference: Your Notice No

As part of our RFP we hereby offer our Financial Bid for CGRSB. Staffs:

Financial Proposal

S. no.	Name of Post	No. Of Post	Basic	Other Allowns	Salary	Salary Per Month	Salary Annual	Salary for 2 Year
1	Computer operator	41	18440.00	6560.00	25,000	10,25,000	12300000	24600000
2	Supervisor	29	20680.00	9320.00	30,000	870000	10440000	20880000
3	CIVIL Engineer	01	21000.00	14000.00	35,000	35,000	4,20,000	840,000
4	Driver	04	11440.00	3560.00	15,000	60,000	720,000	1440000
	Grand Total	75			105000	1990000	23880000	47760000

Note : Bonus payment will be Extra Applicable on Basic wages - up to 21000/-

1. Proposed Service Charge in Percentage on total value of one Month Remuneration% (To be filled in Percentage only (Maximum upto - two decimal only)
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Note: The Actual Monthly Salary may vary and the actual salary will be calculated taking into consideration the leave and absent from duty. There is a provision of EPF, ESIC in that case the total remuneration may vary.

1. I confirm that I am duly authorized to submit this bid and to abide the bidder (organization)

Accordingly.

2. TDS will be deducted as per prevailing rates.

3. GST applicable as per prevailing govt .rules.

4. Administration Charges will be Extra @ 1% .

Yours sincerely

Signature (In Full).....

Name and Title of the Authorized Signatory.....

Name of the Agency.....

1. General.

This pre bid-contract Agreement (hereinafter called the integrity Pact) is made on..... the day of the month of year Between CGRSB acting through Shri K.N.KANDEY, M.D. (hereinafter called the "CLIENT" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s..... MD (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered.

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a Ministry of the Government of India performing its functions on behalf of the President of India.

2. Objectives

NOW, THEREFORE, the CLIENT and the BIDDER agree to enter into this pre contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Now, therefore, the Buyer and the Bidder agree to enter into this pre contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the CLIENT to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by their officials by following transparent procedures.

3. Commitments of the CLIENT

3. The CLIENT Commits itself to the following:-

The CLIENT undertakes that no official, of the CLIENT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders. 4.2 The CLIENT will, during the pre-contract stage, treat all Bidders alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.

All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the contract would not be stalled.

4. Commitments of Bidders

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Government.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER further confirms and declares to the CLIENT that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores 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 CLIENT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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.

The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Client as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression:-

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest money (security deposit)

Every BIDDER, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

- (i) Bank Draft or a Pay Order in favour of the.....
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to theCLIENT..... Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in RFP

The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual OR otherwise the Govt. of India decides the period of project, obligations to complete satisfaction of both the BIDDER and the CUENT, whichever is later.

8.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. Sanctions for Violation :-

Any breach of the aforesaid provisions by the BIDDER or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) shall entitle the CLIENT to take all or anyone of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.

The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the CLIENT and the CLIENT shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

To recover all sums already paid by the CLIENT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BUYER from the CLIENT in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CLIENT, along with interest.

To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to BIDDER

To debar the BIDDER from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT