

JHARKHAND RAJYA GRAMIN BANK (JRG BANK), HEAD OFFICE, RANCHI

INVITES

TENDER FOR HIRING OF AGENCIES / FIRMS FOR PROVIDING HOUSEKEEPING SERVICES & DRIVERS

RFP No. 01/2024-25

Dated 29.04.2024

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

This Tender 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 Tender invitation is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender invitation does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document 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 Tender.

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender documents. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

NOTICE INVITING TENDERS

JHARKHAND RAJYA GRAMIN BANK is a Regional Rural Bank, sponsored by State Bank of India, and jointly established by Government of India, Government of Jharkhand and State Bank of India. Our Bank has 445 branches as of now and are operating in Eight regions viz. Ranchi, Singhbhum, Gumla, Palamu, Hazaribagh, Giridih, Deogarh & Godda in the States of Jharkhand. All the 445 branches have been functioning in a computerized environment on CBS platform.

The locations of the Bank in Jharkhand State are:

S.No.	Region	Districts covered
1	Ranchi	Ranchi & Khunti
2	Singhbhum	East Singhbhum, West Singhbhum & Seraikella -Kharsawan
3	Gumla	Gumla, Simdega, Latehar & Lohardagga
4	Palamu	Palamu & Garhwa
5	Hazaribagh	Hazaribagh, Chatra, Ramgarh & Koderma
6	Giridih	Giridih, Dhanbad & Bokaro
7	Deogarh	Deogarh, Jamtara & Dumka
8	Godda	Godda, Sahebganj & Pakur
9	Head Office	Ranchi

Electronic tenders are invited by the undersigned from interested individuals / parties for supply of housekeeping services and drivers for our various Branches and Offices situated in 24 districts of Jharkhand state with the following details:

Scope of work & Location	Hiring of Agency / Contractor for providing House Keeping services and drivers on contract basis for various branches/Offices situated in 24 districts of Jharkhand.
Estimated cost	65,00,000/- per month (including GST)
Schedule of requirements of work	Please refer to the Annexure – SP enclosed with this document.
No of vendors to be empaneled	Min – 1 and Max – 6
Availability of tender documents	The tender notice with terms & conditions including tender schedule is available at Bank's website www.jrgbank.in and at web-address https://www.tenderwizard.com/eproc
Tender availability start date & time	7:00 PM on 29.04.2024
Tender availability end date & time	4:00 PM on 21.05.2024

Last date and time of submission of tender	4:00 PM on 21.05.2024 <i>The tenders have to be submitted electronically only. tenders received after the said time and date will not be entertained.</i>
Web-address at which tender is to be submitted	https://www.tenderwizard.com/eproc
Date and time of opening of Technical bid & Financial Bid	On 22.05.2024 at 11:00 AM <i>However, Bank at its sole discretion may change the date & time of opening of bids for some unavoidable circumstances.</i>
Eligibility Criteria	Please refer to the Annexure – EL enclosed with this document.
Tender Cost (Non-Refundable)	Tender Cost of Rs. 5000/- (Rupees Five Thousand Only) in favour of “JRG Bank” payable at Ranchi. <i>Scanned copy of demand draft to be uploaded in the website specified above and Physical demand draft to be submitted to Bank before last date of submission.</i>
EMD detail	Earnest Money of Rs. 200000/- (Rupees Two Lakh Only) in favour of “JRG Bank” payable at Ranchi. <u>(Exempted for MSE Units. However, declaration as per EMD Declaration to be submitted electronically)</u> <i>No interest shall be payable on the Earnest Money Deposit (EMD). Scanned copy of demand draft to be uploaded in the website specified above and Physical demand draft to be submitted to Bank before last date of submission.</i>
Performance Guarantee / Security deposit	Amount equivalent to one month (inception of service) cost to Bank in form of security deposit issued from JRG Bank or Bank Guarantee issued by any Scheduled Public Sector Bank in favour of Jharkhand Rajya Gramin Bank.
Technical Bid	Technical Bid should contain the followings, duly signed: a) Tender Document b) Documents required as per eligibility criteria mentioned in Annexure - EL c) Tender Cost d) EMD/ EMD declaration, as applicable e) Application form f) Solvency certificate g) Acceptance of draft indemnity bond h) Acceptance of draft agreement i) Acceptance of draft Bank Guarantee j) General Undertaking

	<i>Documents have to be uploaded duly signed by the authorized person, in the prescribed format only.</i>
Financial / Price / Commercial Bid <i>(Strictly in specified format)</i>	Financial Bid should contain the financial / price bid. Please refer Annexure – Fin enclosed with this document.
Delivery Period	Delivery period of services would be 15 days (during commencement of contract) from the date of order or immediately for adhoc requirement. <i>Please note that contract can be cancelled unilaterally by the Bank in case of services are not received within the prescribed delivery period. Extension of the contracted delivery period will be at the sole discretion of the Bank.</i>
Validity of offer	120 days
Deduction of statutory taxes	As per Central / State government rules.
L-1 identification method	L-1 will be decided on the basis of Service charge rate quoted.
E-Tender related queries	M/s Antares Systems Limited 37/3, Honganasu' Kengeri, Bangalore Mysore Road, Bangalore – 560 060, India Contact Person: Mr. Ravi Roshan Mobile no. 09708966664 E-mail: ravi.r@antaressystems.com Mr. Kushal Bose Mobile no. 09674758719 E-mail: kaushal.b@antaressystems.com
Address of Tender inviting Office	The General Manager, Jharkhand Rajya Gramin Bank, Head Office, 3rd Floor, Zila Parishad Market Complex Kutchery Chowk, Ranchi - 834001 (Jharkhand)
Contact details	Name: Rajesh Kumar Designation: Head of Department, Accounts Phone No.: +91 9430185853

E-mail Id: hoaccount@jrjb.in
Tenderer have to submit the tender in two part bid system i.e. Technical Bid & Price / Commercial Bid in https://www.tenderwizard.com/eproc .
Tenders have to be submitted electronically and no other mode will be accepted, whatsoever be the reason.
The successful tenderer shall be bound to execute an agreement within 7 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.
Bank reserves the right to change / cancel / withdraw the tender at its discretion without assigning any reason for the same.

General Manager

E-TENDERING INSTRUCTIONS TO BIDDERS

General

JRGB hereby publish the TENDER on e-tendering Portal (Website) <https://www.tenderwizard.com/eproc> in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities etc. for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly signed, should be in prescribed Electronic Forms (Online) available on above portal, on or before prescribed dates mentioned in the Tender Notice in this document and online portal for above tender.

Instructions

1. Tender Bidding Methodology:

Electronically Sealed Bid System – Two parts

2. Broad outline of activities from Bidders prospective

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on the e-Procurement portal : <https://www.tenderwizard.com/eproc>
- c. Create Users and assign roles on the above portal
- d. View Notice Inviting Tender (NIT) on the above portal
- e. Download Official Copy of Tender Documents from the above portal
- f. Clarification to Tender Documents on the above portal
- g. Bid-Submission on the above portal
- h. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Technical-Part
- i. Post-TOE Clarification on the above portal (Optional) – Respond to JRGB’s Post TOE queries
- j. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital

Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender portal: <https://www.tenderwizard.com/eproc> vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Helpdesk of the portal to get your registration accepted/activated.

HEPLDESK

Contact Person:

Mr. Rakesh Kumar Mobile no.9771414548,

Mr. Ravi Roshan, Mobile no. 09708966664

4. Bidding related Information for this Tender

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) & Tender Cost Document
- Submission of signed copy of Tender Documents/ Addendum
- Technical-Part and Financial Bid, Each of the above electronic envelopes consists of Main bid in Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

5. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their Offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is

dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

6. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e- auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e- procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of JRGB by the bidders in time, then Jharkhand Rajya Gramin Bank will promptly re-schedule the affected event(s).

General Manager

Annexure – SP

Schedule of Requirements

Services required is as follows:

S N	Item Description	No. of places of services requirement
a	Hiring of Agencies / Firm for providing House Keeping services & Drivers on contract basis at various branches/Offices situated in 24 districts of Jharkhand.	Approximately 350 no. of Branches / office for Housekeeping services and 10 no. of Branches / office for Drivers

NOTE: For payment of wages, Contractor will have to consider the allotment of districts under Area B and Area C as per Central Govt. norms / allotment.

Terms for delivery: FOB (free on board) and place of delivery will be JRG Bank (Jharkhand Rajya Gramin Bank) Branches / Offices situated in 24 districts of Jharkhand.

However, actual may change during the issuance of work order based on the requirements.

Annexure – EL

Eligibility Criteria

- a) Average annual turnover of the company of last three years should be minimum of Rs.200 lacs in the same services. (*CA Certificate / Audited Balance sheet should be enclosed*).
- b) Profit during last three years. (*CA Certificate / Audited Balance sheet should be enclosed*).
- c) The firm should have past 5 years' experience in contract for providing services of Housekeeping / Driving with Central or State Government agencies/ Departments/ Organizations / Scheduled Commercial Banks. (*Certificate regarding tenure and performance should be submitted from each organization to be enclosed with the Technical Bid*).
- d) More than 250 personnel deployed by the firm /company as on 31.03.2024. (*Electronic Challan cum return (ECR) of Provident Fund Organization should be attached along with the technical bid as a proof of number of personnel deployed by the firm / company - **Challan for last 12 months and member details for February / March 2024.***
- e) The firm / company should be registered under or with followings:
 - ✓ Employees' Provident Funds & Miscellaneous Provisions Act 1952, or EPF Authority
 - ✓ Employee State Insurance Act 1948, or ESI Authority
 - ✓ Contract Labour (Regulation and Abolition) Act 1970, or Labour Department
 - ✓ The Jharkhand Shop and Establishment Act

Registration / License certificate for aforesaid acts have to be mandatorily submitted.

- f) The applicant requires furnishing copy of their PAN card, GST Registration, of firm as applicable.
- g) The applicant requires furnishing registration details for Firm / Company etc. along with Authority letter / Board resolution / Deed to transact on behalf of firm / Company and KYC of person authorized.
- h) The firm/company should have an Office in Jharkhand.
- i) The firm should have not been blacklisted in the past (Undertaking to this effect by the firm to be enclosed as per Annexure – General Undertaking).

Note: Audited financials for last three financial years 2020-21, 2021-22,2022-23 has to be mandatorily submitted.

STANDARD TERMS & CONDITIONS

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Agency / Contractor in the Contract) as selected by the Bank. Failure to do so may result in rejection of the Bid submitted by the Bidder.

Two-Bids system: The Technical Bid would be opened first on the time and date mentioned above. Time of opening of the Price Bid will be after opening and evaluation of the Technical Bids. Price Bids of only those firms will be opened, whose Technical Bids are found Complete /suitable after Technical evaluation is done by the Bank.

Forwarding of Bids: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office.

Person submitting the bid should have proper authority from the Firm / Company

Clarification: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Bank in writing about the clarifications sought not later than 7 (Seven) days prior to the date of opening of the Bids. However, during evaluation and comparison of bids, the Bank may, at its sole discretion, ask the bidder for clarification of his / her / their bid.

Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

Validity of Bids. The Bids should remain valid till 120 days from the last date of submission of the Bids.

Earnest Money Deposit: The bidder has to submit EMD while submitting the tender. In case of successful bidder / bidders, earnest money deposit will be forfeited by the Bank if: -

- (a) After submission of the tender, if the tenderer fails/refuses to comply with any / all of the terms & conditions of the Tender,
- (b) The Tenderer withdraws / alters the offer during the validity period,
- (c) Security Deposit is not submitted within the stipulated time,
- (d) The tender is accepted by the Bank but the contractor fails to enter into a formal agreement,

EMD will be returned to successful bidder after submission of Performance Guarantee

/ Security Deposit and execution of agreement. No interest shall be payable on Earnest Money Deposit (EMD).

Security Deposit / Performance Guarantee: The successful contractor shall deposit a security deposit / performance guarantee with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in either term deposit in the joint names of Bank and the contractor or in the form of Bank Guarantee. The Security Deposit will be returned to the contractor after three months from the date of expiry of the agreement provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / vehicles / equipment's provided to Contractor are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

Law: The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

Access to Books of Accounts: In case it is found to the satisfaction of the Bank that the Agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Agency, on a specific request of the Bank, shall provide necessary information /inspection of the relevant financial documents/information.

Non-disclosure of Contract documents: Except with the written consent of the Bank/ Agency, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Term of Contract - The Agency shall provide services as required by the JRG Bank (Jharkhand Rajya Gramin Bank) for a period of **three years**, subject to renewal / review every year.

Termination of Contract: Without prejudice to what is contained hereinabove, the Bank shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of 30 days without assigning any reason(s) and without payment of any compensation, if (not limited):

- a) In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- b) The contractor commits a breach of any terms and conditions of this agreement and /or
- c) for any reason whatsoever, the contractor becomes disentitled in law to

- perform his obligations under this agreement and/or
- d) There is any variation in the ownership/partnership or management of the contractor or his/ her/its business without the prior approval in writing of the bank to such variation.

In the event of termination of this agreement for any reason whatsoever, the contractor or persons employed by him / her / it or his / her / its agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

However, the Agency may terminate the contract by issuing prior written notice of 90 days. Bank shall not pay any claim /compensation to the Contractor for such termination of Contract.

Transfer and Sub-letting: The Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Option Clause: Within the currency of the contract, Bank can exercise an option to procure an additional 50% of the original contracted manpower person services in accordance with the same terms & conditions of the present contract. The Bidder is to confirm the acceptance of the same. It will be entirely the discretion of the Bank to exercise this option or not.

Tolerance Clause – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Bank reserves the right to increase or decrease (20 % plus/minus) number of person's manpower services of the required work up to that limit without any change in the terms & conditions and prices quoted by the Agency. While awarding the contract, the quantity ordered can be increased or decreased by the Bank within this tolerance limit.

Minimum Wages: - The Contractor should ensure payment of existing minimum wages as per minimum wages Act 1948. Minimum wages mentioned in commercial bids should be in concurrence of **Gazette of India, extra ordinary Part-II – section III- sub section(II) no. 173 dated 19.01.2017.**

Non adherence to the minimum wages Act 1948, will result in cancellation of the contract forfeiting to EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him / her / it for execution of the proposed services. Contract should adhere to the term as per the existing minimum wages promulgated by Central government as revised from time to time.

Whenever there is a revision in Minimum wages by the order of Government of India, the same shall be accordingly reviewed & revised by the Contractor / Agency and the same will be paid to the Agency at the rate of 'B' or 'C' class center (whichever is applicable) on production of documents.

Bank will consider the Minimum Wages criteria for Housekeeping Works and Drivers as notified by the Ministry of Labour & Employment, Government of India from time to time. The applicable rate of payment of minimum wages shall be the rate of minimum wages notified by the Central Government from time to time as under:

- (a) Minimum wages criteria defined for "Employment of sweeping & cleaning" will be considered for "Housekeeping Works"
- (b) Minimum wages criteria defined for "Employment of Skilled/Clerical Workers" will be considered for "Drivers"

EPF and ESI - It shall be responsibility of the Contractor to obtain his / her / its independent EPF and ESI Code from the concerned department and remit the contribution in accordance with the EPF/ESI Scheme to appropriate authorities. EPF/ESI cards in respect of each manpower deployed is to be obtained and provided to them individually on awarding the contract.

Payment Terms– Payment through Online/electronic way will be made to the firm on monthly basis on submission of bill duly signed along with proof of having remitted the wages to concerned manpower.

The bills claiming for reimbursement of each month shall be submitted to the Bank, on or before the 7th of the succeeding month after remitting the contributions towards EPF and ESI of the previous month. The wages of the personnel for each and every month of the contract period shall be payable by the Agency on or before the 3rd day of the succeeding month. To ensure the prompt disbursement of the monthly wages, the Agency shall pay the wages for the month from their own source first and thereafter make claim for reimbursement from the Bank.

Bank will reimburse the claim for actual number of days in a month for which Bank has availed the services from Contractor.

The Agency / Contractor shall submit the proof of having deposited the amount of contribution claimed by him /her / it on account of ESI and EPF in respect of the persons deployed, in their respective names, before submitting the bills for the subsequent month's EPF and Service Charges. Failing to which, the amount of EPF and Service Charges will be withheld from the bills submitted and paid after submission of proof of remittance of the same to the account of the concerned personnel. The amount towards

ESI and EPF contributions will be released only on submission of the required documents of each employee.

Payment will be made by Regional Office of concerned Regions of the Bank. However, no advance payment(s) will be made.

Indemnity Bond:

- Contractor shall sign an Indemnity Bond in enclosed format before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the Contractor.
- In the event of any damage to the loose furniture, interiors, computers, vehicles and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Bank official, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by the Bank.
- Before commencing the work, the contractor shall appoint/nominate a responsible Officer to supervise implementation of all safety measures and liaison with his counterpart of Bank.

Risk & Expense Clause – If the Contractor fails to carry out the work as per the Scope of Work and Terms and Condition the Bank may at its discretion to get the work done either in full or part thereof, through alternative source at the risk and expenses of the Contractor. The expenses thus incurred would be deducted either from the Contractors pending bills or from the security deposit as applicable.

Force majeure Clause

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation (except for failure to pay any sum which has become due on account of receipt of goods under the provision of the present contract), if the non-

performance results from such force majeure circumstance as Flood, Fire, Earthquake and other acts of God as well as war, military operation, blockade, acts of action of state authorities or any other circumstance beyond the parties control that have arisen after the conclusion of the present contract.

- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract will be extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations due to Force Majeure conditions, is to notify in writing from the other party for the beginning and cessation of the above circumstance immediately, but in any case not later than 10 (ten) days from the moment of its beginning.
- (d) If the impossibility of complete or partial performance of an obligation for more than 06 (Six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 90 (ninety) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the service received.

Split of work order- Bank at its sole discretion may split the work order/contract between L- 1, L-2, L-3, L-4 and so on in different districts / regions, provided L-2, L-3, L-4 match the rate of L-1 bidder. Preference of selection of the districts/regions will be given in order of L-1, L-2, L-3, L-4 and so on to eligible bidders.

Penalty Provisions

- (a) In case any of Agency / Contractor staff deployed under the contract is (are) absent, a penalty equal to **double the wages/ or charges incurred** for standby arrangement made by the Bank, for the number of persons deployed on that particular day may be levied by the bank and the same shall be deducted from the contractor's bills. In case any of contractor's persons deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence.
- (b) In case any public complaint is received attributable to misconduct/ misbehavior of contractor's persons, a **penalty or Rs. 1,000/- for each such incident** shall be levied and the same shall be deducted from contractor's bill. Further, the concerned contractor's persons shall be removed immediately.
- (c) The persons engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of **Rs. 1,000/- each occasion** and habitual non-compliance in this regard shall not be allowed to continue. The contractor should immediately substitute with other person. The

penalty on this account shall be deducted from the Contractor's bills.

- (d) The Agency are not permitted to accept/recover any registration charges/fees, commission etc. from the aspirants willing to work as HOUSEKEEPING WORKS AND DRIVERS at bank's branch/ office locations. If such incidents come to the notice of bank or any complaint received, bank shall take appropriate action against such vendor as deemed suitable. In such case, vendor shall also be liable for penalty of **Rs. 5000/- at each incident along with charges / fees collected**. In addition to this, Bank at its sole discretion may terminate the contract with immediate effect. Bank shall not pay any claim /compensation to Contractor for such termination of Contract.
- (e) In the event of the Agency's failure to submit the Bonds, Guarantees, Documents, services and conduct trials, installation, training etc. as specified in this document or required by the Bank, the Bank may at its discretion, withhold any payment until the completion of the task. The Bank may also deduct **Rs. 1000/- per day** from the Agency as agreed liquidated damages.
- (f) If Agency makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract, then **security deposit / performance guarantee can be adjusted / invoked**
- (g) If services of Agency are found unsatisfactory, then **security deposit / performance guarantee can be adjusted / invoked**.

Dispute Resolution: The Bank and the Agency / Contractor shall make every effort to resolve amicably, by direct in formal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations,

- a) the Bank and the Agency are unable to resolve amicably a contract dispute;
- b) either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Agency.

In case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be jointly appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.

The Arbitration and Reconciliation Act, 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Ranchi.

Bank's Right

In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency / Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.

If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the contractor to the Bank within 07 (seven) days. The Bank shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security / Security Deposit.

Obligation of the Contractor

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

Antecedent verification of all employees, employed by the Agency services will be done by the Agency and the proof of the same along with photographs temporary and permanent address of the employees will be submitted to the Bank by the Agency

The Agency shall ensure that its employees engaged at the Bank and its installation performs all duties assigned to them from time to time by Bank and shall ensure to keep the branch premises, campus, washrooms, toilet sheets etc. neat and clean.

The Agency shall ensure that all necessary registers are maintained at the respective places as assigned by the statutory guidelines / Bank.

The Agency shall ensure that during the discharge of their duties the persons of HOUSEKEEPING WORKS and DRIVERS shall not resort to settlement of any disputes through arguments, manhandling and physical contact. Matter of urgency should be immediately brought to the notice of duty personnel / Officer.

The Agency has to deploy its personnel as set out by the Bank and shall remove the persons when no longer required by the Bank.

The Agency shall ensure that the personnels deployed by the Agency shall carry out

the duties on all weather conditions and should be equipped with the monsoon/seasonal gears and other required outfit.

The Contractor will not change the personnel frequently. However, the Bank reserves the right of changing of the personnel at any time without citing any reason thereof.

All liabilities arising out of accident or death of Manpower of Agency while on duty shall be borne by the Agency / Contractor.

Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank.

The contractor or persons at HOUSEKEEPING WORKS AND DRIVERS shall not accept any gratitude or reward in any shape.

The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Bank may issue from time to time and which have been mutually agreed upon between the two parties.

The Contractor shall be responsible to maintain all property, equipment, infrastructure and vehicles of the Bank entrusted to it. The contractor will deploy the Personnel as per the need given by the Bank. The Personnel shall be required to work as per the instructions of the Bank.

The Agency shall ensure that its staff shall not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to any information about the affairs of the Bank.

The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works / services / workers under the contract provided by the contractor.

The contractor shall get its staff screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each persons deployed. Bank will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

The contractor shall provide the uniform/dress, ID Batch/Name plate for wearing during the duty hours by its persons. All the expenses incurred on the items like uniform/dress, ID Batch / Name plate raincoats etc. will be borne by the contractor.

Suitable transport for the deployment of manpower will be provided by the Contractor/ Agency, if required. The Bank shall not be responsible for providing transport and / or

residential arrangement or meals to any of the persons of the contractor. The employee of the Agency shall have no right to the facilities available in the Bank such as conveyance, lodging, boarding, canteen facilities, sports, recreational room etc.

A register shall be maintained by the Agency, where daily record of attendance will be maintained, for perusal of Bank's officials, as and when required.

The contracting Agency shall deploy any person for Housekeeping works & Drivers in accordance with the eligibility criteria as below:

FOR HOUSEKEEPING WORKS should have following eligibility criteria:

- (a) Persons employed should have academic qualification at least 8th pass.
- (b) Age should be 18 to 50 years
- (c) Person employed should be medically fit as follows:
 - Should not be suffering with any eye disease and should be able to read and write in Hindi and English.
 - Should not be suffering with hearing disease.
 - Should not be suffering with any disease of limbs.
 - Should not be insane.

FOR DRIVING works should have following eligibility criteria:

- (a) Matriculation from a recognized Board or equivalent.
- (b) Possess Driving License for LMV/ Heavy Vehicles.
- (c) Three years' experience of driving LMV / Heavy vehicle.
- (d) Knowledge of motor mechanism
- (e) Ability to read and write Hindi or English language and numbers.
- (f) Age should be 18 to 45 years

The Agency shall ensure that the housekeeping persons / drivers deployed in the premises on **holidays** and **Sundays** will be assessed as per actual requirement and the number of personnel will be suitably reduced, the decision of Bank will be the final.

The Agency shall ensure that the persons deployed by the Agency should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting materials available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities. In emergent situations, persons deployed by the Agency shall also participate as per their role defined in the disaster plan, if any, of the Bank. They should be sensitized for their role in such situations.

The persons deployed by the Agency are required to display mature behavior, especially towards female staff and female Customers, failing which it will attract provisions of Sexual Harassment Act.

The Agency shall ensure that the persons deployed by the Agency shall not leave the premises without permission of Bank Officials.

The Agency has a license from the Licensing Authority/s concerned under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules 1971 there-under to provide their service at various branches of JRG Bank (Jharkhand Rajya Gramin Bank) and fulfill all the terms and conditions under the said Acts /Rules. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- ❖ Minimum Wages Act,1948
- ❖ Payment of Wages Act 1936
- ❖ Workmen's Compensation Act 1923
- ❖ Contract Labour Regulation and Abolition Act 1970 and Central Rules1971
- ❖ Apprentice Act 1961
- ❖ Industrial Employment (Standing Order) Act 1946
- ❖ Personal Injuries (Compensation Insurance) Act 1963
- ❖ Employees' Provident Fund and Miscellaneous Provisions Act 1952
- ❖ Employees State Insurance Corporation Act
- ❖ Shop and Establishment Act, as applicable
- ❖ Factories Act, 1948
- ❖ Employment of Children Act 1938,
- ❖ Employers Liability Act 1938,
- ❖ Industrial Disputes Act 1947
- ❖ Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.

The Bank will have the liberty to inspect all relevant documents including receipts/acknowledgements regarding details of payment made to the personnel deployed at various branches of JRG Bank (Jharkhand Rajya Gramin Bank). The Agency shall provide Bank account number {preferably at JRG Bank (Jharkhand Rajya Gramin Bank) branch}, EPF Account numbers (UAN), ESI account numbers of all personnel employed by them within one month of executing agreement. No reimbursement shall be payable in respect of manpower for Housekeeping works and Drivers in whose case documentary evidence as aforesaid is not submitted in time by the Agency.

The Agency shall ensure that a complete list of manpower for HOUSEKEEPING WORKS AND DRIVERS, engaged by the Agency for deployment in the Bank, shall be furnished by the Agency along-with complete addresses and other antecedents/details of each individual including his / her next of kin, date of birth, Mobile Phone Number, EPF Account UAN, ESI A/c Number, Bank A/c No. etc.

The Agency shall submit monthly duty chart of manpower for HOUSEKEEPING WORKS AND DRIVERS to the bank at the beginning of each month. The Agency shall also submit the daily attendance sheet of manpower for HOUSEKEEPING WORKS AND DRIVERS for the month to the Bank. Failure to do so shall result in non-payment of the reimbursement for the day(s) for which the attendance sheet is not furnished.

The Agency shall compensate the Bank in full for the loss sustained to the Bank on account of act of manpower for HOUSEKEEPING WORKS AND DRIVERS. The amount or loss to be compensated by the Agency shall be determined by the Bank which shall be binding to the Agency. The Agency shall also be fully responsible for any loss of materials and property etc. of the Bank attributable to the negligence or failure of the manpower for HOUSEKEEPING WORKS AND DRIVERS in complying with the prescribed procedure. All financial losses thus suffered by the Bank shall be compensated in full by the Agency. The decision of Bank in this regard shall be binding to the Agency.

Agency will be responsible for any misdeed /misappropriation done by their worker and have to reimburse the Bank to the full amount of loss. In the event of failure of payment of such loss, Bank will recover the same from the monthly bill payable to the contractor or from the Bank Guarantee/ Security deposit/other means.

The Agency shall arrange to ensure good behaviour by the manpower provided by them,with all the staff of the Bank as well as with the customers. They shall abstain from taking part in any Union/Association activities and in any kind of other activities detrimental to the interest of the Bank. The manpower for HOUSEKEEPING WORKS AND DRIVERS shall not be permitted to wear any odd wrappers. The dress shall be simple and formal. Each person deployed by the Agency shall wear a badge bearing his / her name. Anybody reporting for duty in improper uniform willnot be taken for duty.

The Agency shall provide at his / her / its cost all statutory benefits to manpower for HOUSEKEEPINGWORKS AND DRIVERS deployed by it at the Bank including but not limited to weekly off for 6 day's work and off on Bank Holidays. The Bank will not entertain any liability whatsoever on this account. The Agency shall comply with all statutory provisions as laid down norms under various Labour Laws / Acts / Rules in respect of Minimum Wages, Provident Funds, ESI, and Labour Legislation's. The Agency shall comply with all legal requirements for obtaining license under theContract Labour (R&A) Act, 1970 at its own cost. In case of any violation of Labour Laws or any other laws by the Agency the Agency shall be solely liable for the consequences thereof and there will not be any liability on part of the Bank. The Agency shall produce wages register and all other registers/records/books maintained by the Agency under different labour statutes for inspection by the Authorized Officer of the Bank.

The Agency shall maintain EPF and ESI contribution record for its workers. The

individual person wise details should be provided to the Bank every month. The Bank will monitor such payments as per statutory obligations. The Agency shall immediately on taking over, arrange to open new account or transfer the EPF accounts of the workers from the previous Agency. This process shall be completed within one month from the date of agreement.

The clearance of any dispute / complaints regarding ESI, EPF or any other matter is the responsibility of the Agency and the Bank will take appropriate action against the Agency if it is not resolved within time.

Police verification of all manpower for HOUSEKEEPING WORKS and Drivers shall be submitted to the bank by the Agency in first 30 days.

It will be mandatory for the Agency to submit the Bio-data with full details of proposed manpower for HOUSEKEEPING WORKS and Drivers within 30 days of engaging new manpower.

Any loss if caused to the bank due to dereliction of duty by the manpower for HOUSEKEEPING WORKS and / or Drivers, the same shall be made good by the Agency as per bank's decision. Penalties to be levied will be as laid down in the proposal and accepted by the Agency.

The Agency shall ensure that the following **code of conduct** shall be followed by the persons deployed on duty by the Agency in the Bank:

- (a) Report for duty in Smart dress displaying Badges/Photo Identity Cards.
- (b) Always be regular and punctual and arrive at duty at least 30 minutes before commencement of the respective shift duty.
- (c) Always be alert and perform their duties with honesty and sincerity.
- (d) Abstain from indulging in gossip, reading of newspaper/ magazines, frequent talking on mobile or checking messages/ online surfing or any other activities apart from his / her duty, while on duty.
- (e) They must not chew pans/ smoke cigarettes or Bidi and/or any other tobacco products and must not consume any toxic/ alcoholic drinks.
- (f) Do not be under influence of liquor while on duty.
- (g) Do not leave duty posts without completing their duties or without due substitution.
- (h) Always remember to report any untoward incident / misconduct or misbehaviour of people to the competent authority immediately.

- (i) Behave properly with all the employees, branch customers and visitors of the Bank with due regard and civility and always render a helping hand.
- (j) Should not be having nature of criminal and antisocial behaviour.

DUTIES AND RESPONSIBILITIES UNDER HOUSEKEEPING SERVICES

The manpower for HOUSEKEEPING WORKS by the Agency shall perform following functions:

- (a) To perform housekeeping and Driving works at assigned branch / office of the Bank.
- (b) Working on weekends/ holidays as per requirement of the Bank.
- (c) To prevent unauthorized entries at the branch / office of the Bank. Manpower for HOUSEKEEPING WORKS should be able to categorize the legitimate visitors without causing any embarrassment to them.
- (d) The manpower for HOUSEKEEPING WORKS will be responsible for overall cleansing of branch premises,
- (e) Additionally, but not limited to as provided in Annexure - Duties

DUTIES AND RESPONSIBILITIES UNDER DRIVING SERVICES:

The manpower supplied for driving by the Agency shall perform the following functions:

- (a) Transporting staff or other officials from one place to other.
- (b) Carrying out vehicle maintenance checks and timely service whenever required and permitted. He / She should possess basic knowledge of preventive / breakdown maintenance of vehicles
- (c) Delivering package/ articles to the concerned as advised by the Bank.
- (d) Picking up office purchases or other administrative needs.
- (e) Utilizing navigation apps to find the most optimal route.
- (f) Interacting with all officials in a polite manner.
- (g) Working at night and on weekends/ holidays as per requirement of the Bank.
viii. Timing of duty may vary as per plan of visit to the place.
- (h) Any cost incurred on food, lunch, etc to will not be borne by the Bank.
- (i) Maintaining an organized travel schedule.

- (j) Ensuring that vehicles have sufficient fuel and are always ready for use.
- (k) Arranging for vehicle repairs/periodical services whenever necessary.
- (l) Keeping & updating log of daily mileage records duly signed by Bank's official and provide monthly abstract of mileage and log.
- (m) Driving a variety of vehicles, including motorbikes, cars, heavy vehicles etc as required by the Bank.
- (n) While driving, he / she will ensure safety of the vehicle, material and person(s)
- (o) He / She will be responsible for lodging a FIR with the nearest police Station in the event of any accident/ theft, en-route and also inform the Officer-in-Charge of the Bank.
- (p) He / She will ensure keeping papers of the vehicle (registration book etc.) intact and updated.
- (q) He / She should possess knowledge of traffic/safety rules and regulations.
- (r) He / She should maintain proper personal hygiene, be courteous and have no vices like smoking, chewing Gutkha etc.

Documentary evidence of proof of age, qualification, address, police clearance Certificate and Medical Fitness Certificate with Bio-data of all personnel deployed have to be provided within one month after commencement of the contract.

The Agency should ensure that the manpower such deployed should not engage himself/ herself in financial transaction with customers of the Bank or any staff of the Bank. They have to ensure that Bank's image or reputation should not get deteriorated by his/ her action. The Agency should ensure that the manpower such deployed should not use Bank's computers/ any hardware or any other infrastructure without permission and also ensure that they will not access Bank's emails, P&C matters, circulars and must maintain secrecy of customers' accounts and their dealings with the Bank.

Miscellaneous provisions

- Bank shall not be liable for any loss/ damage of items, injury or any other ailments that may happen to the personnel of the Agency while on duty.
- The manpower for HOUSEKEEPING WORKS AND DRIVERS deployed by the Agency shall be the employee of the Agency. There shall not be any employer - employee relationship between the Bank and the manpower for HOUSEKEEPING WORKS and DRIVERS. The Agency shall bear all expenses in connection with the

employment. The Bank shall not be responsible financially or otherwise for any injury to the manpower for HOUSEKEEPING WORKS AND DRIVERS in the course of performing their duties. The Agency shall obtain adequate insurance coverage in respect of its employees engaged for the work, and towards meeting the liability at compensation arising out of death / accidental damages etc.

- The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition Act 1970), EPF / ESIC etc. with regard to the persons engaged by them for works. It will be the responsibility of the contractor to provide details of manpower deployed by them, in the Department and to the Labour department of the relevant area.
- As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the persons engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the persons engaged for the Housekeeping Works and Drivers, is required to be submitted to the Bank. In any eventuality, if the contractor failed to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, Bank is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Bank.
- The antecedents of staff deployed shall be get verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Bank.
- Under the terms of their employment agreement with the Contractor the HOUSEKEEPING WORKS AND DRIVERS shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- That in the event of any loss occasioned to the Bank, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Bank, the said loss will be claimed from the contractor. The decision of the Bank will be final and binding on the Agency.
- The Bank shall have the right, without assigning any reason, to have any person removed that is considered to be undesirable or otherwise.
- The persons engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Customers/Attendants and should project an image of

utmost discipline. The Bank shall have right to have any person removed in case of customer's/staff complaints or as decided by representative of the Bank if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

- The working hours generally will be from 9.30 hrs. to 18.30 hrs. But the timings are changeable and shall be fixed by the Bank from time to time depending upon the requirements.
- The Contractor persons will have to report at branch office at least 30 minutes in advance before start of the business for daily housekeeping arrangement of branch premises and to complete all other required service. Similarly, Drivers will report well before time as per their duty.
- The payment would be made at the end of every month based on the services rendered on daily basis by the persons deployed by the contractor and based on the documentary proof jointly signed by the representative of the Bank and the contractor /his / her / its representative/personnel authorized by them. No other claim on whatever account shall be entertained by the Bank.
- Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.
- The Agency / Contractor is advised to coordinate with concerned Regional Office of Jharkhand Rajya Gramin Bank (**JRG Bank**) for identification and selection of suitable candidates for manpower for Housekeeping and cleaning works/ Driving Services
- Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's staff shall attend the court as and when required.
- The contractor shall have their own Establishment / Setup / Mechanism etc. to ensure correct and satisfactory performance of his / her / its liabilities and responsibilities under the contract.
- No union formation is allowed.
- If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Bank.

- During the course of contract, if any contractor's staff are found to be indulging in any corrupt practices causing any loss of revenue to the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee / Security Deposit.
- The Bank shall not be under any obligation for providing employment to any of the manpower/personnel/worker of the contractor during or after the expiry of the contract. The Bank does not recognize any employee-employer relationship with any of the workers of the contractor.
- If as a result of post payment audit any overpayment is detected in respect of any work done by the Agency or alleged to have done by the Agency under the tender, it shall be recovered by the Bank from the Agency. If any underpayment is discovered, the amount shall be duly paid to the Agency by the Bank.
- The HOUSEKEEPING and DRIVERS deployed by the Agency shall not be workmen of the Bank. The personnel engaged by the Agency to work with at the installation shall be governed by the rules/ regulations of Agency. However, any personnel engaged by the Agency to work at Bank will be deployed only on the approval of the Bank. In the event of any adverse report from personnel of Bank on the functioning conducts of the employees of the Agency, the erring employees shall be liable for disciplinary action by the Agency, which may include discharge from service by the Agency.
- Bank is not responsible for the disbursement of pay and allowance to the personnel engaged by the Agency. The Agency shall directly pay to personnel employed, under intimation to the Bank.
- The cost and expenses of non-judicial stamp paper as applicable for preparing a Contract Agreement will be borne by the Agency.
- The Agency shall be fully responsible for the act of all the manpower provided by them for housekeeping works and Drivers.
- In case of failure of the Agency to commence work or in the event of breach of any of the terms of the contract, the security deposit of the Agency shall be forfeited. Any sum of money due to the Agency, including the security deposit refundable to them under the contract may be owed to the Bank. The Bank will have all rights for cancellation of the contract and to get the work done through any other Agency for the remaining terms of the contract at the risk and costs of the Agency.
- Any other provision as may be deemed appropriate by Bank shall be incorporated in the agreement. The same shall be binding on the Agency.
- If any information furnished by the Agency is found to be incorrect at any time, the

contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Bank.

General Manager

Annexure – Fin

**PRICE BID FORMAT
 (ONLY FOR REFERENCE NOT FOR QUOTING)
 (PRICE SHOULD BE SUBMITTED ONLINE ONLY)**

Sr. No	Pre requisite	Cost for House- keeping staff per DAY (Rs.)		Cost for Driver per DAY (Rs.)	
		Area B	Area C	Area B	Area C
	AREA				
A)	Basic + V.D.A*	651.00	522.00	862.00	734.00
B)	Employer State Insurance (ESI) @ 3.25%	21.16	16.97	28.02	23.86
C)	Employer Provident Fund (EPF) @ 13%	84.63	67.86	112.06	95.42
D)	Bonus @ 8.33%	54.23	43.48	71.8	61.14
E)	Total (A to D)	811.02	650.31	1073.88	914.42
F)	Service Charge @ _____% (Uniform for all columns)				
G)	Sub Total (E + F)				
H)	GST 18%				
I)	Total charge Per Head payable (G + H)				

- **Service charge should be uniform for all column and in case of any discrepancies in this regard, my / our bid is liable to be rejected.**
- L-1 will be decided on the basis of Service Charge Quoted (Sr. No. F).
- Filled column should not be altered / modified.
- *Basic + VDA rates applicable as on 01.04.2024 and subject to change in terms of Government of India instruction / order / guidelines from time to time.

(Signature & Seal of Authorised Signatory)

16.	Solvency certificate (Mention Bank, branch, date and amount)	
17.	Annual turnover (Enclose copies of financial statements of financial years):	
	Financial year	2020-21 2021-22 2022-23 2023-24
	Turnover (Rs. In Lacs)	
18.	Name & addresses of the persons who will be in a position to Certify about the quality as well as performance of your firm / organization:	
19.	Whether willing to work anywhere in the State of Jharkhand	
20.	Whether the applicant has abandoned any contract or been Blacklisted by a client [Enclose a declaration]:	
21.	Declaration regarding near relatives Working in the Bank:	
22.	I / We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my / our empanelment are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.	
23.	Whether all documents, listed below, have been enclosed (Yes/No): a) Certificate of Incorporation, Articles & Memorandum of Association.* / Partnership Deed etc.as applicable b) Copy of PAN Card c) Certificate of licensing under Contract Labour Act. d) Certificate of Registration under GST, e) Certificate of Registration under Shops & Establishment Act, f) Certificate of Registration with EPFO g) Certificate of Registration with ESIC h) Financial Statements (P&L and Balance Sheet) for the financial Years (2020-21, 2021-22, 2022-23, 2023-24). i) Copies of Income Tax Return submitted and settled for the financial years 2020-21, 2021-22 , 2022-23, 2023-24. j) Performance certificate obtained from previous & present clients for eligible services rendered during last 3 years (01.04.2021 to 31.03.2024)	

	<p>k) A declaration on letterhead that the firm has not abandoned any work or rescinded any contract or been disqualified by a client during the last 5 years</p> <p>l) Solvency certificate or any other certificate acceptable to the Bank.</p> <p>m) Past record of compliance on Labour Laws etc</p> <p>Note: - Photo copy of all the documents mentioned above to be enclosed.</p>	
--	--	--

(THREE HIGH VALUE WORKS EXECUTED TO BE MENTIONED)

Period of contract		Name & address of concerned service	Nature of contract undertaken	Value of contract per month Excluding GST	Remarks, if any
From	To				

(You can use additional sheets, if required)

Date :

Signature of the bidder with seal

(Name and Address of the Issuing Bank)

To
The General Manager,
Jharkhand Rajya Gramin Bank,
Zila Parishad Premises, Market Complex,
3rd Floor, Near Kutchery,
Ranchi – 834001

Dear Sir/ Madam,

Solvency Certificate

This is to state that to the best of our knowledge and information, M/s_____ can be treated as good up to a sum of Rs. _____ lacs (Rupees_____ only). It is certified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Yours faithfully,

BRANCH MANAGER

EARNEST MONEY DEPOSIT DECLARATION

(Letter to the bank on the bidder's letterhead)

To
The General Manager,
Jharkhand Rajya Gramin Bank,
Zila Parishad Premises, Market Complex,
3rd Floor, Near Kutchery,
Ranchi – 834001

Dear Sir,

Sub: Earnest money deposit declaration.

Whereas I/We (name of agency) _____ have submitted bid for supply of services of housekeeping & driving for tender No. _____ dated _____

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (a) If after the opening of tender, I/We withdraw and / or modify my / our bid during the period of validity of tender (including extended validity of tender) as specified in the tender documents.
- (b) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee / security deposit before the deadline defined in the tender documents.

I/We shall be suspended for one year and shall not be eligible to bid for JRG Bank tender from date of issue of suspension order.

Yours faithfully,

(SIGNATURE OF AUTHORISED PERSON WITH SEAL)

(NAME & DESIGNATION)

DATE:

PLACE:

DRAFT AGREEMENT BETWEEN BANK AND CONTRACTOR

THIS AGREEMENT made at _____ on this _____ day of 20____ between Jharkhand Rajya Gramin Bank (JRG Bank), a Regional Rural Bank constituted under the Regional Rural Bank Act, 1976 having its Head Office at 3rd Floor, Zila Parishad Market Complex, Kutchury Chowk, Ranchi and having Regional Offices and Branches at various places in Jharkhand (hereinafter a referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns)

AND

M/s _____ (hereinafter referred to as “THE CONTRACTOR or AGENCY” which expression shall include wherever the context so permits its / his / her successors and assigns)

WHEREAS Bank has invited offers for providing Housekeeping services and Drivers (Services) at the requirement of Bank and the contractor is fully liable to offer its / his / her services.

AND WHEREAS pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement being these presents on the various terms and conditions hereinafter appearing

NOW IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between the parties thereto as follows.

1. Tender document bearing RFP No. _____ dated _____, technical bid, price bid and letter of award of work will form part of this contract.
2. The agreement shall come into force and be effective from _____ for a period of 3 (three) years and expires on _____ subject to the review of satisfactory performance at annual interval. However, the Bank at its discretion, reserves its right to terminate at 30 days prior notice to the Contractor without incurring any further liability therefore. The Contractor will have the right to terminate the agreement by submitting 90 days prior notice.

The satisfactory performance shall also include making payment to the employees strictly as per the wages mandated by the Labour Commissioners periodically and remitting the statutory contributions.

3. **PAYMENT MECHANISM:** Payment will be made to the firm on monthly basis on submission of bill along with proof of having remitted the wages to concerned manpower and statutory contributions.

The bills claiming for reimbursement of each month shall be submitted to the Bank, on or before the 7th of the succeeding month after remitting the contributions towards EPF and ESI of the previous month. The wages of the personnel for each and every month of the contract period shall be payable by the Contractor on or before the 3rd day of the succeeding month. To ensure the prompt disbursement of the monthly wages, the Contractor shall pay the wages for the month from his / her / its own source first and thereafter make claim for reimbursement from the Bank.

Bank will reimburse the claim for actual number of days in a month for which Bank has availed the services from Contractor.

The Contractor shall submit the proof of having deposited the amount of contribution claimed by him / her / it on account of ESI and EPF in respect of the persons deployed, in their respective names, before submitting the bills for the subsequent month's EPF and Service Charges. Failing to which amount of EPF and Service Charges will be withheld from the bills submitted and paid after submission of proof of remittance of the same to the account of the concerned personnel. The amount towards ESI and EPF contributions will be released only on submission of the required documents of each employee.

No advance payment(s) will be made.

4. **RISK & EXPENSE CLAUSE:** If the Contractor fails to carry out the work as per the Scope of Work and Terms & Condition, the Bank may at its discretion to get the work done either in full or part thereof, through alternative source at the risk and expenses of the Contractor. The expenses thus incurred would be deducted either from the Contractor's pending bills or from the security deposit as applicable.

5. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

6. This agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him / her / it for providing the services shall be the employees of the contractor and not of the Bank.

7. The Bank may provide (but not bound to do so) selected articles / equipment / vehicles for the purpose. The contractor shall take care of the said articles / equipment / vehicles as a bailee, in terms of the provisions contained under the Indian Contract Act and shall duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles / equipment / vehicles shall be the sole responsibility of the contractor.

8. The contractor shall always have on his / her / its active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services.

9. The contractor shall provide adequate number of supervisors as his / her / its agents or nominees for supervising the services who will personally supervise and check the working of the personnel engaged by the Contractor.

10. The contractor shall be responsible for the good conduct and performance on the part of his / her / its personnel and the contractor shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by him / her / its and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. The Agency / Contractor will, at the request of the authorized Officer of the Bank, will

remove from the work any person engaged by him / her / it for the services who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers or third parties.

11. The contractor shall strictly comply with all Labour and such other statutory laws in relation to the services to be provided and the personnel engaged by the contractor and he / she / it shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

12. The contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

13. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Housekeeping, Driver etc.

14. The contractor shall ensure excellent standard of housekeeping & driving and also ensure that the entire premises as well as vehicles are kept hygienic and clean.

15. The Contractor shall discharge his / her / its obligations under these presents most diligently, efficiently and honestly.

16. The Contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement.

17. The Contractor will be obligated to meet the Head of Department, Accounts Department once in a month for assessing and monitoring the quality of housekeeping / driving services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/ her / it.

18. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him / her / it and will be liable for and unequivocally assume responsibility for due compliance withal the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.

19. The contractor shall arrange and pay for policy under the Public Liability Insurance

Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the services under these presents.

20. The Contractor shall obtain adequate Insurance Policy in respect of his / her / its workmen 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 these presents.

21. PENALTY PROVISIONS:

(a) In case any of Agency / Contractor staff deployed under the contract is (are) absent, a penalty equal to double the wages/ or charges incurred for standby arrangement made by the Bank, for the number of persons deployed on that particular day may be levied by the bank and the same shall be deducted from the contractor's bills. In case any of contractor's persons deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence.

(b) In case any public complaint is received attributable to misconduct/ misbehavior of contractor's persons, a penalty of Rs. 1,000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned contractor's persons shall be removed immediately.

(c) The persons engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs. 1,000/- each occasion and habitual non-compliance in this regard shall not be allowed to continue. The contractor should immediately substitute with other person. The penalty on this account shall be deducted from the Contractor's bills.

(d) The Agency are not permitted to accept/recover any registration charges/fees, commission etc. from the aspirants willing to work as HOUSEKEEPING WORKS AND DRIVERS at bank's branch/ office locations. If such incidents come to the notice of bank or any complaint received, bank shall take appropriate action against such vendor as deemed suitable. In such case, vendor shall also be liable for penalty of Rs. 5000/- at each incident along with charges / fees collected. In addition to this, Bank at its sole discretion may terminate the contract with immediate effect. Bank shall not pay any claim /compensation to Contractor for such termination of Contract.

(e) In the event of the Agency's failure to submit the Bonds, Guarantees, Documents, services and conduct trials, installation, training etc. as specified in this document or required by the Bank, the Bank may at its discretion, withhold any payment until the completion of the task. The Bank may also deduct Rs. 1000/- per day from the Agency as agreed liquidated damages.

(f) If Agency makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract, then security deposit / performance guarantee can be adjusted / invoked and The Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages

from the money, if any, payable by them to the Contractor.

(g) If services of Agency are found unsatisfactory, then security deposit / performance guarantee can be adjusted / invoked and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.

22. DISPUTE RESOLUTION: The Bank and the Agency / Contractor shall make every effort to resolve amicably, by direct in formal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations,

- a) the Bank and the Agency are unable to resolve amicably a contract dispute;
- b) either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Agency.

In case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be jointly appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.

The Arbitration and Reconciliation Act, 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Ranchi.

23. TERMINATION OF AGREEMENT: Without prejudice to what is contained hereinabove, the Bank shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of 30 days without assigning any reason(s) and without payment of any compensation, if (not limited):

- (a) In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- (b) The contractor commits a breach of any terms and conditions of this agreement and /or
- (c) for any reason whatsoever, the contractor becomes disentitled in law to perform his / her / its obligations under this agreement and/or
- (d) There is any variation in the ownership/partnership or management of the contractor or his / her / its business without the prior approval in writing of the bank to such variation.

In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him / her / it or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

However, the Contractor may terminate the contract by issuing prior written notice of 90 days. Bank shall not pay any claim /compensation to Contractor for such termination of Contract.

24. **SECURITY DEPOSIT / PERFORMANCE GUARANTEE:** The contractor shall deposit a sum amounting to _____ as SECURITY DEPOSIT with the Bank for due fulfilment and performance of the contract. The Security Deposit shall be held in either term deposit in the joint names of Bank and the Contractor or in the form of Bank Guarantee. The Security Deposit will be returned to the contractor after three months from the date of expiry of these present provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / vehicles/ equipment's provided to him / her / it are duly accounted for and returned to the Bank in good working order and condition to the satisfaction of the Bank and all his / her / its dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

25. **STAMP DUTY:** The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the Bank and the contractor shall be provided with a Certified / Notarized copy for their record.

26. All the taxes which the Bank may be liable to deduct or called upon to so deduct during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.

27. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation and Abolition) Act 1950 and rules including any amendments therein there under. The Contractor shall comply with all rules and regulations in force under the said Act and Rules. The Contractor shall comply with all applicable laws, Rules and Regulations relating to ESI, Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

28. The Contractor shall in terms of the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these present. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.

29. In terms of provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its

personnel only in the presence of the Authorized Representatives of the Bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.

30. Nothing contained in these presents is intended nor shall be construed to be a great, demise or assignment in law of the premises or the articles / equipment or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

31. The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract and forfeit the Security Deposit.

32. The Contractor shall be responsible for any loss due to theft / pilferage and / or damage to the Bank's property when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen / employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him / her / it are duly verified before such engagement.

33. If during the currency of the Contract, any Statue, Rules / Government notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his / her / its workmen / employees.

34. The contractor shall be bound for continuity of arrangement to ensure the business continuity of the Bank. In the event of Agreement comes to end on ace termination or by the expiry of the term / renewed Agreement or otherwise the service provider shall render all reasonable assistance and help to Bank and to any new contractor engaged by the Bank, for the smooth switch over & continuity of the services.

35. The contractor shall indemnify and keep indemnified the Jharkhand Rajya Gramin Bank against all losses and claims, damages or compensation for breach of any provisions of this Agreement and of applicable law, including without limitation, the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

36. The all parts of this contract have been read by the Contractor and fully understood by the Contractor.

37. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as

private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

38. The Contractor shall take all appropriate actions with respect to his / her / its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

39. The Bank reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

40. The courts in Ranchi City and District (Jharkhand State) alone shall have jurisdiction in respect of any matter touching these presents.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands hereto and on or a duplicate here on the day, month and year hereinabove first mentioned

For M/s _____
(THE CONTRACTOR)

For Jharkhand Rajya Gramin Bank
(JRG BANK)

Authorized Signatory:

Authorized Signatory:

1.

1.

2.

2.

DRAFT INDEMNITY BOND FORMAT

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the bidder)

THIS DEED OF INDEMNITY BOND executed at _____ on this ____ day of _____ Month of year ____ By M/s _____ duly represented by proprietor / one of its partners / authorized signatory Shri _____, aged ____ years, son of _____ Shri _____, residing at _____ (hereinafter referred to as "the Contractor")

In favour of Jharkhand Rajya Gramin Bank (JRG Bank), having its Head Office at 3rd Floor, Zila Parishad Market Complex, Kutchury Chowk, Ranchi – 834001, Jharkhand

Whereas JRG Bank has invited tenders from the qualified contractors for providing Housekeeping services & Drivers.

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by JRG Bank vide their letter no. _____ dated _____.

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with JRG Bank and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Jharkhand Rajya Gramin Bank on _____ (hereinafter referred to as "the Contract").

In consideration of JRG Bank having recommended & awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the JRG Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep JRG Bank indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. _____ Value Rs. _____ Date: _____

To
The General Manager,
Jharkhand Rajya Gramin Bank,
Zila Parishad Office Premises, Market Complex,
3rd Floor, Near Kutcheri Chowk,
Ranchi – 834001

Dear Sir,

Bank Guarantee of Rs. _____ towards Security Deposit / Performance Guarantee

FOR PROVIDING HOUSEKEEPING SERVICES & DRIVERS AT VARIOUS BRANCHES / OFFICES OF JHARKHAND RAJYA GRAMIN BANK

WHEREAS _____
(Name and address of contractor/ vendor) (hereinafter called the Agency or Contractor) having its registered office at _____ have entered into contract for providing housekeeping services and drivers to Jharkhand Rajya Gramin Bank (JRG Bank), having its Head office at 3rd Floor, Zila Parishad Premises, Market Complex, Near Kutcheri Chowk, Ranchi – 834001 as mentioned vide Jharkhand Rajya Gramin Bank letter no. _____ dated _____, agreement dated _____ and tender bearing RFP no. _____ dated _____ relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee of Rs _____ (Rupees _____ only), to JRG Bank for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to Jharkhand Rajya Gramin Bank (JRG Bank), Head Office, Ranchi a Guarantee of a Scheduled Public Sector Bank for a value of Rs _____ (Rupees _____) to be valid up to _____ (date).

AND WHEREAS _____ (Name of Bank and its branch) having its office at _____ (address) (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), at the request of the contractor hereby furnishes a Bank guarantee in favour of Jharkhand Rajya

Gramin Bank (JRG Bank), and Guarantees in the manner hereinafter appearing. In consideration of the premise, we _____ (name of Bank and its branch) having our office at _____ (address) here after called the "Guarantor" (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his / her / its obligations under the said contract, then notwithstanding any dispute between JRG Bank and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to Jharkhand Rajya Gramin Bank immediately any sum claimed by Jharkhand Rajya Gramin Bank under the said contract up to a maximum amount of Rs. _____ (Rupees _____ only).

In case the amount demanded by Jharkhand Rajya Gramin Bank is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs. _____ (Rupees _____ only).

Such payment shall be notwithstanding any right the contractor may have directly against Jharkhand Rajya Gramin Bank or any disputes raised by the Contractor with Jharkhand Rajya Gramin Bank or any suits or proceedings pending in any competent court or before any arbitrator. Jharkhand Rajya Gramin Bank's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between Jharkhand Rajya Gramin Bank and the Contractor and or indulgence shown to the contractor by Jharkhand Rajya Gramin Bank, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by Jharkhand Rajya Gramin Bank in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of Jharkhand Rajya Gramin Bank.

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee Jharkhand Rajya Gramin Bank will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship. This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to Jharkhand Rajya Gramin Bank of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to Jharkhand Rajya Gramin Bank in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Jharkhand Rajya Gramin Bank that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

This guarantee will remain valid up to _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before _____, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has been duly authorised by the _____ (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the _____

SIGNED AND DELIVERED For & on behalf of _____

For & on behalf of _____
(Bankers Name & Seal)

(Signature/s with designation/s of signatories) (Banker's seal)

Annexure – General Undertaking

(General Undertaking to the Bank on the firm's letterhead)

Date:

To
The General Manager
Jharkhand Rajya Gramin Bank,
Head office,
3rd Floor, Zila Parishad Market Complex
Kuthchury Chowk, Ranchi - 834001 Jharkhand

Dear Sir,

Ref: Tender Notice No. /2024-25 _____ dated _____ for hiring of agencies / firms for providing housekeeping / driving services

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for hiring of agencies / firms for providing housekeeping services & drivers as detailed in your above referred RFP vide RFP No. _____ dated _____.

I/ We confirm that we have not been disqualified / Black listed by any Scheduled commercial bank / Financial Institutions for

I/ We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. These conditions are fully acceptable and binding on us.

I/ We also confirm that the offer shall remain valid for a period of 120 days from the date of opening the technical bid and also the price finalized shall remain valid for a period of three years from the date of such finalization.

I/ We hereby undertake to provide Performance Bank Guarantee / Security of _____ with a validity period of three years.

I/ We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

I/ We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions / deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

I/ We enclose Demand Draft of _____ favoring Jharkhand Rajya Gramin Bank and payable at Ranchi, towards Non-refundable Tender Cost.

I/ We enclose Demand Draft of _____ favoring Jharkhand Rajya Gramin Bank and payable at Ranchi, towards non-interest bearing Earnest Money Deposit / Earnest Money Deposit declaration.

I / We have read the instructions appended and all terms and conditions and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Jharkhand Rajya Gramin Bank, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

I / We agree that the decision of **JRG Bank (Jharkhand Rajya Gramin Bank)** in selection of contractors will be final and binding to me / us.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

All the information furnished by me hereunder is correct to the best of my knowledge and belief.

Yours faithfully,

Authorized Signatories
(Seal of the firm)

Name:

Designation:

Date:

Annexure – Duties

Sl. No	Nature of Services	Frequency
1	<p>Sweeping& Cleaning</p> <p>(a) Damp moping of tiles, vitrified floors, stair cases, side walls, PVC flooring and entrance areas.</p> <p>(b) Sweep and clean all floor areas, roads etc.</p> <p>(c) Floors shall be made free of stain, dirt, muds, and, footprints, liquid spills, and other debris.</p> <p>(d) Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.</p> <p>(e) During inclement weather, the frequency of cleaning may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears swirl marks, detergent residue, or any evidence of dirt remaining or water standing.</p> <p>(f) After sweeping all vitrified floor areas would be machine scrub cleaned.</p> <p>(g) Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.</p> <p>(h) Daily cleaning of lift cabins, mirrors & doors in all the floors.</p>	Daily and as when required.
	<p>(I) Removal of stagnant water.</p> <p>(j) Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises</p>	
2	<p>Vacuuming: Vacuuming all carpets, runner sand carpet protectors so that they are free of dirt, lint, mud, etc</p> <p>(b) Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.</p> <p>©Any chairs, trash receptacle sand easily move able items shall be moved to vacuum underneath and then replace in the original position.</p> <p>(d) All Sofa Set / Chairs revolving / non-revolving cushioned chairs cushioned stools, Curtains, venetian/vertical fabric blind, Roller blinds etc.</p>	Daily and as when required.

3	<p>Washrooms & toilets cleaning: Thorough cleaning and sanitization of toilets, bathrooms, wash basins and spray facilities using suitable non abrasive cleaner sand disinfectants. All surfaces shall be free of grime, soap, mud and smudges.</p> <p>a) Cleaning of mirrors, glass doors, glass windows, etc</p> <p>b) Replenishment of paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, odonil, etc. in all the toilets & wash rooms.</p>	Daily and as whenever required.
4	<p>Trash Removal:</p> <p>(a) Emptying all waste paper baskets from all floor areas and washing or wiping them clean with damp cloth replacing plastic waste paper basket lining sand returning items where they were located.</p> <p>(b) All waste from waste paper baskets will be collected and deposited in the building's waste containers.</p> <p>© Dry and wet garbage would be segregated and temporarily dumped into designated area within the premises.</p> <p>d) Collection of old newspapers, bundling & shifting to specified place.</p> <p>(e) All the wastes, trash, debris, garden waste etc. has to be disposed from the campus on daily basis as per the guidelines of NMC or any local appropriate authority. Any co-ordination in this regard with aforesaid authorities, has to be carried out by the Contractor.</p> <p>(f) Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% of bill amount and its deduction from the monthly bill.</p>	Daily
5	<p>Court Yard Cleaning:</p> <p>Cleaning the court with the use of battery electric operated scrubbing machine to kept 100% neat and clean. All floors should be maintained neat and clean as per scope of work.</p>	Daily

6	<p>Glass Surface Cleaning: (a) All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method. (b) Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned. © Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaners and lint free cloth or paper towels.</p>	Daily
7	<p>Spot Carpet Cleaning: Spot clean carpet whenever necessary to remove stains using appropriate products ,chemicals etc.</p>	Daily
8	<p>Damp & Dry Cleaning: Wipe clean all white boards of training room, classrooms, conference rooms etc. Wipe clean all table tops of workstations, cubicles and other furniture and fixtures. Conference Rooms Cleaning includes cleaning of Glass windows, ceiling marble cladding, carpets, chairs Service Rooms/ bath/ toilets, etc.</p>	Daily
9	<p>Shifting of Furniture: The man power required for shifting of any type furniture's, cupboards, e-waste, monitors, PCs, printers etc within the premises using suitable trolley as per instruction of the bank</p>	As when required.
10	<p>Deep Cleaning: Stairways surrounding common areas, terraces, generators rooms AHU Rooms, basements, car parking Ceiling, walls, partition sets. Toilets and washrooms Interior and Exterior glasses will be cleaned on both sides throughout the building. Ceiling fans pedestal fans, wall mounted fans, Indoor split AC units, etc Up-Keeping & removing choke-up in the storm water drains in the ground & basement level and other drains in the ground &basement level and other drains located inside the premises. The Contractor should co-ordinate with NMC or any local appropriate authority and keep the inter-junctions clear from any obstruction.</p>	Weekly.
11	<p>Window Glass Cleaning: · The service provider shall undertake cleaning of the glasses and glass panes from the exterior/interior in all floors. · Dusting window sills and blinds.</p>	Weekly

12	<p>Sanitizing: Office desk paper bins would be cleaned and sanitized. · All washroom dustbins would be thoroughly cleaned and sanitized. · Waste bins from Pantry and Cafeteria areas would be thoroughly cleaned and sanitized with disinfectants. · Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectant. · All wooden partitions, wooden paneling, doors etc. are to be cleaned with detergent and disinfectant.</p>	Weekly
13	<p>Dusting and Wiping: Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks. Dusting vertical blinds, curtains including mending of blinds damaged due to wear and tear or otherwise with change/replacement of pulling cords and beads, weight plates at the bottom of the blinds, cleaning of channel replacement of pulley etc.</p>	Fortnightly
14	<p>Scrubbing: All floor are as with scrubbing machines.</p>	Fortnightly
15	<p>Deep Cleaning: Deep cleaning, dusting and wiping of sanitary fittings in the wash rooms, ladies' toilets etc. Deep cleaning, dusting and wiping of handles, doors, door closers, fittings, windows, curtains etc. Cleaning dusting and wiping official se ceilings. After cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks. Cleaning/sweeping of all the terraces on fortnightly basis. Cleaning, dusting, cobwebs. Dusting of fire extinguishers, fire hydrant heads located at various places. Note: The Contractor will ensure that no Acid or similar cleansing agent/material should be used in the process of cleaning of CP/Brass fittings. Any damages caused on account of violations shall be at the contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures at their own cost></p>	Weekly
16	<p>External Drainage Cleaning: · By using suitable drain cleaning equipment including Sewer Cleaning Pull out Tools, Drain Cleaning Machines, Super Sucker and high-pressure jet machine with washing complete. Note: Separate payment will not be done for this and should be included/ considered while quoting the rates</p>	As when required.

17	<p>Polishing:</p> <p>All the Brass/SS door handles/door knobs, hand railings, lift walls, other brass fittings are required to be polished and kept in shining condition by using approved quality polishing agents including buffing as and when directed.</p>	Twice a year
18	<p>Cleaning works: Cleaning of vertical fabric blinds/ Roller blinds and checking / rectification of the same using suitable material.</p> <p>Cleaning of over head water tanks</p> <p>Deep cleaning of all service ducts, chajj as in the floor, etc.</p> <p>Note: The contractor has to take necessary safety precautions for their laborer by wearing personal protective equipment like safety belt, safety helmet, shoes, etc. while executing the work in the ducts, chajj as etc..</p>	Quarterly
19	<p>Chemical / Shampoo wash: All sofa sets/chairs revolving chairs, non- revolving chairs, cushioned stools, Curtains, venetian/vertical/Roller blinds etc. are to be dry cleaned/chemical washed/ Shampooing.</p>	Quarterly or as and when required.
20	<p>Maintenance of sewerage system, open drains, cleaning of septic tank etc by using bleaching powder, oil, disinfectant, and other items of branded product of high quality at contractor's cost necessary removing offflies, mosquitoes, insects, etc wherever required.</p> <p>Weeding out unwanted shrubs/trees found on any part of the building and cleaning of the roof top and clearing obstruction material from rainwater outlet to avoid water logging.</p> <p>Maintenance and operation of pumps, sanitary and plumbing installation at contractor's cost, at the branch premises as stated above.</p> <p>Cleaning & maintenance of existing garden, lawns, Aquarium, indoor & outdoor seasonal plants, trimming of trees inside the campus by engaging gardener for maintenance of garden at the centre.</p> <p>Undertaking necessary minor repair work and replacement of parts pertaining to sanitary fittings, doors/ windows, window panes etc. materials cost shall be reimbursed on production of bills with no extra labour and or vice charges.</p>	Quarterly or as and when required

Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive;
- ii. Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises.
- iii. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.