

ELLAQUAI DEHATI BANK
H.O: Nirman Complex, Barzulla, Srinagar.

SCHEDULE-I

Terms & Conditions

**CONTRACT FOR HOUSE KEEPING AND MAINTENANCE OF 70-75 BRANCHES
IN 13 DISTRICTS OF JAMMU & KASHMIR STATE.**

The selected contractor will have to do the work related to the upkeep and maintenance of the 70-75 Branches in 13 districts of J&K State for services of sweeping, mopping, dusting, cleaning and other maintenance services described in the price bid and in detailed terms & conditions

The Contractor will have to do the aforesaid work services at the total consideration as quoted in tender per annum payable in monthly equal installments on completion of work every month and on production of monthly bills.

1. **The site of work:** In the branches and offices located in undernoted 13 Districts of J&K State.

1. Srinagar	4. Pulwama	7. Jammu	10. Doda
2. Anantnag	5. Kulgam	8. Udhampur	11. Baderwah
3. Budgam	6. Shopian	9. Reasi	12. Ramban
			13. Samba

2. **Contract period:** The contract shall be for a period of one year w.e.f. the date of award of work. The bank shall have full discretion to terminate the contract at any time subject to notice of one month. Besides, if the job entrusted under the contract is declared illegal or prohibited at a later date by operation of law and in that situation the contract will come to an end forthwith. In no circumstances, compensation shall be payable by the Bank to the Contractor, and the contract labourers employed by the Contractor shall not have any right to get employed or absorbed in the Bank.

3. **The area of Services:** Entire premises of the branches/offices allotted for out sourcing purposes including ceiling, walls, open premises of parking, basements, drainage of clogged drains/sewer lines, stairs cases.

4. Nature of Services:

The Contractor shall arrange for performance upkeep including sweeping, washing, cleaning, dusting, mopping etc. of furniture and fixture, windows, windows glasses, doors, carpets, windscreens, polishing of metal surfaces. The contractor shall ensure that even those areas of premises shall be well maintained and cleaned, which are not in the immediate use and/or is vacant. The contractor shall ensure cleaning of toilets and streetlight etc.

The Contractor shall arrange for upkeep of entire complex including furniture and fixtures at the frequency/interval as is specified in the Annexure-1 to these terms & conditions.

The Contractor shall ensure a very high standard of housekeeping, cleanliness and maintenance of the all branches/premises at all times with due regard to hygiene. Disposal of all garbage/wastes shall be the responsibility of the Contractor to arrange.

The Contractor shall ensure top class upkeep and maintenance, services of aforesaid buildings and the premises by employing sufficient number of skilled/unskilled contract labourers. The hours of work of each contract labour shall be 9.30 am to 4.30 pm including ½ hour Lunch period. The said work shall include maintenance, externally and internally of the branches including roof, parking spaces, and terraces and all around the premises including roads drainage.

The contractor will be responsible to attend to the complaints/ requirements within the purview of the contract and such complaints and requirements will be attended to by the contractor immediately.

The Contractor shall arrange cleaning of toilets including W.C. urinals, washbasins.

The Contractor shall also arrange polishing of planters, gamlas, shining of brass plates and other name plates also.

- 5.** The Contractor shall engage trained contract labour for housekeeping, maintenance and specialized works. The Contractor shall ensure that its contract labourers, observe cleanliness and wear neat and clean uniforms with plastic name badges for identification of them and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The contractor shall have full control over its contract labourers engaged by it. The contractor shall give necessary guidance and instructions to its contract labourers to carry out the jobs assigned to them by the Contractor. The contractor shall also be responsible for payment of their wages and/or other dues to its contract labourers including compliance of hours of work and condition of employment in consonance of its applicable laws and rules. All liabilities arising out of violation of local laws and/or Central laws shall be the contractor's responsibility. The contractor on instructions of the General Manager (G.B) will immediately remove from the work any contract labour who may in the opinion of the Bank found to be unsuitable in the interest of the Bank or who may misconduct himself and such personnel shall not be again engaged or allowed to work in the campus/premises.

6. The Contractor shall be registered licensee under the contract labour (Regulation and Abolition) Act 1970 and rules there under and the contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the Contractor shall indemnify the Bank against the penalties/claims or for any default on their part.
7. It will be Contractor's responsibility to ensure that each obligation under this contract is duly performed and observed. The Contractor shall also designate supervisors for proper supervision of the services to be rendered by the contractor and/or through its contract labour.
8. The Contractor shall carry out improvements as may be needed for ensuring satisfactory service and shall take due notice of complaints made by the employees or the General Manager (G.B). The Contractor shall submit the complaint register to the senior Manager P&D everyday for further putting up to the competent authority.
9. The contractor shall be responsible for any loss due to theft/pilferage/ damage to the Bank's property under the contractor's area of service of the fittings, fixtures, furniture or other equipments entrusted in his charge or any property belonging to the Bank's staff/guest/customers when such a loss/damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Contractor's part or that of his supervisor or any of contractor's labourers and the contractor shall be liable to pay to the Bank such amount in respect of such damages/losses as may be assessed by the General Manager or any other officer authorized in this regard. Further the contractor shall personally be responsible for good conduct and satisfactory antecedent of the contract labour employed by contractor.
10. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of contractor while executing the work under the agreement.
11. The Contractor shall not permit any of his employees to use any area of the premises/building for residential purposes.
12. All cleansing material and equipments required for day to day housekeeping will be provided by the Bank.
13. The Contractor shall be liable to comply with all applicable laws, rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations which are in vogue or will become applicable in future.
14. The Contractor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons engaged by the Contractor.

15. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to contract labour (Regulation of abolition) Act 1970 and contract labour (R&A) central rule 1971 P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract Labour (R&A) Act, Essential Commodities Act, Migrant Labour Act and/or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time.
16. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
17. The Contractor shall bind himself/executor or administrator and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court or authority in respect of the workmen or any one, employed/engaged by the contractor in connection with this contract. Such indemnity bond has to be furnished/executed on a non-judicial stamp paper worth the applicable stamp duty affixed thereon. The cost of such stamp paper, demi paper etc. shall be borne by the Contractor.
18. The Contractor shall be responsible for all the claims for its contract labourers and the said labourers of the Contractor shall not make any claims whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank.
19. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious diseases.
20. The contractor shall provide weekly off/holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services to bank on all days.
21. The contract shall be terminated by efflux of time limited under this or earlier by one month notice by the Bank.
- 22.. In case the Contractor fails to fulfill his obligations for any day or any number of days, to the satisfaction of the Bank, for any reasons whatsoever, he shall pay by way of liquidated damages up to a sum of Rs.500/- per day per individual complaint for the entire number of such days and the Bank shall without prejudice to their other rights and remedies, shall be entitled to deduct, such damages from the money, if any, payable to the contractor besides its right to recover otherwise. The time will be computed from the date of entry of a complaint in the Register by the user till the date of its satisfactory resolution.

- 23.. All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the General Manager Ellaquai Dehati Bank ,H.O. Barzulla, Srinagar whose decision shall be final, conclusive and binding on the parties to this agreement.
- 24.. The contractor shall have to execute an agreement as per the enclosed format within seven days from the date he has been advised to do so, failing which his tender will be rejected and EMD will be forfeited. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement. All the terms & conditions will also form a part of the agreement.
- 25.. The Contractor shall have to deposit a sum of Rs.50000/- (Rupees fifty thousand only) as Security Deposit inclusive of EMD of Rs. 25,000/- at the time of execution of agreement. The Security Deposit will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the Bank without any interest.
- 26.. The Contractor's rate shall remain firm throughout the contract period.
27. The Contractor shall be paid at monthly intervals upon presenting his bill(s) for the previous months of contract work.
28. The tender will remain open for acceptance for 90days from the date of opening of this tender.
29. All type of taxes including G.S.T applicable now or made applicable in future for the materials and services etc. will have to be borne by the contractor and bank shall not make any extra payment.
30. The contractor will take out adequate Insurance Cover at his cost.

Terms & Conditions as mentioned above accepted

ANNEXURE-1

Periodicity Of House Keeping Services:

(a)	Sweeping & mopping	Once a day
	Banking Hall	Sweeping & mopping twice a day
	Staircase	Mopping Twice a day
	Open terraces, roof, road/basement	Sweeping once a day
(b)	Dusting of furniture/wall paneling	Once a day
(c)	Cleaning of toilets	Twice a day
(d)	Cleaning of buckets/mugs with vim/detergent	Once a week
(e)	Cleaning of toilet walls skirting/tiles of walls	Once a week
(f)	Cleaning of window panes/doors panes/ wall paneling	Once a week
(g)	Cleaning of fans/switch boards/wall/tube lights/wall hanging	Once a fortnight
(h)	Cleaning of planters	Once in a day
(i)	Cleaning of inside sewerage	Once in a day
(j)	Cleaning of dustbin	Once a day

NOTE

Outsourcing Agency staff should wear immaculate dress with company's logo and photo-identity card.

Signature of the contractor

SAFETY CODE

The safety code has to be observed by the contractor as under:

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time. In case where the injury necessitates hospitalizations.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 6 metres in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used, an extra Mazdoor shall be engaged for holding the ladder.
5. No floor roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
6. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate strength and free from defects.
8. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.

Signature of the contractor

PENALTY:

1) The bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to bank's property by the contractor or for unsatisfactory work as per Annexure Edb- A.

2) The contractor while upkeeping/maintaining at the aforesaid complex shall use the aforesaid complex only for upkeeping/maintenance purposes, and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.

3) The contractor shall keep all the walls floors, carpets tools and structures of the various premises of Branches and water drainage mains and pipes and sanitary apparatus of whatsoever nature in good, substantial and proper working order and condition while carrying out the maintenance work of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and contractor expressly undertake to indemnify and keep the bank indemnified from all monetary losses. Legal actions proceedings suffer, the bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the bank.

4) The contractor specifically agree for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft., robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the bank.

Signature of the contractor

Enclosure to ANNEXURE (I)

Sr. No.	Services
1	Dusting, Booming, cleaning, wet mopping of the premises.
2	Emptying and cleaning of waste buckets and dispensing of the waste papers.
3	Cleaning and dusting of Signage's, walls and partitions.
4	Brushing of Carpets, mats etc.
5	Cleaning, dusting and wet mopping of glasses, windows and doors.
6	Cleaning and disinfecting the toilets.
7	Perfume spray in the office premises from time to time.
8	Complete cleaning work as per check list
9	Maintaining the Check list and producing the same for inspection

Schedule of Back Charges / Penalties**Annexure Edb- A**

Sr. No	Description	Ist Occasion RS	IIInd Occasion Rs	IIIrd Occasion Rs
1	Lack of cleanliness and hygienic conditions	500	1000	Termination
2	Smoking by contractors staff on duty	500	1000	Termination
3	Non maintenance of peace and order in the premises	500	1000	Termination
4	Unauthorized changes of Manpower	500	1000	Termination
5	Non availability of Manpower	500	1000	Termination
6	Departure from the stipulated timings / schedules	500	1000	Termination
7	Misbehavior and wrong conduct of contractors staff.	500	1000	Termination
8	Use of unapproved / Expired House Keeping material	500	1000	Termination
9	Improper Uniform /Grooming	500	1000	Termination
10	Major departure from standard operating procedures of House Keeping	500	1000	Termination
11	Damaging Banks Property	Actual cost	Actual Cost	Termination
12	Misusing of facilities provided by Management for any other purpose not covered under the contract	500	1000	Termination
13	Unwillingness / delay in implementation of the directions/ suggestions/ instructions given by the Admin-In-Charge or his representative	500	1000	Termination
14	Non-compliance of any of the provisions of the scope of work.	500	1000	Termination
15	Non compliance of Labour laws / Statutory requirement	Termination	x	X

AGREEMENT OF CONTRACT FOR HOUSE KEEPING AND MAINTENANCE

This agreement made at Srinagar on _____ between Ellaquai Dehati Bank a body corporate constituted under the Regional Rural Bank Act 1976, having its Head Office, Nirman Complex, I.G.Road, Barzulla, Srinagar represented by General Manager (hereinafter referred to as "the Bank" which expression shall include wherever the context so permits its successors and assigns) of THE ONE PART.

AND

M/s _____, referred to as "The Contractor" which expression shall include wherever the context so permits its/his successors and assigns) of OTHER PART.

Whereas the bank has invited offers for rendering Housekeeping/Maintenance services more fully described in the Schedule I and for that purpose the bank advertised in the Newspaper inviting of interest from eligible contractors and finally after due process selected the Contractor for the upkeep and maintenance of the aforesaid 70-75 branches of Ellaquai Dehati Bank. The contractor was advised by way of letter of intent/acceptance vide letter no. _____ dated _____, stating therein the references of documents which are to be made part of the contract.

And Whereas the Contractor offered its/his services for a consideration more fully described in Annexures.

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. The Contractor shall arrange for the services at the Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in Schedule II more specifically described hereunder.

2. The Charges for rendering the services payable by the Bank to the Contractor shall be Rs._____ including taxes per branch payable on monthly basis on completion of work every month and production of monthly bills and on terms and conditions herein after inclusive of all taxes. The details of which are as detailed in Annexures. This agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Schedule II shall be the employees of the contractor and not of the bank.

3. The contractor shall always have on his 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 at the Establishment/s.

4. The Contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Housekeeping personnel engaged by the Contractor.

5. The Contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him 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. He will, at the request of the authorized officer of the bank/establishment remove from the work any person engaged by him for the services, who may be in the opinion of the Bank,

unsuitable and/or is not courteous, polite with the employees of the Bank's it's customers or third parties.

6. 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 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.

7. 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 purpose.

8. The contract shall provide proper uniform to all personnel and ensure their cleanliness and upkeep.

9. The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean

10. The contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.

11. The contractor shall bear all the costs and expenses and stamp duty in respect of all documents that may be entered into with the bank to give effect to this contract.

12. The contractor shall alone bear all existing and/or future taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the state/Central Government (s) or any local body or authority for and in connection with the rendering services.

13. The contractor will be obligated to meet the Premises Committee of the Bank once in a month for assessing and monitoring the quality of housekeeping 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. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the bank for any period under such review, the bank at its discretion, reserves its right to terminate these presents under due notice to the contractor without incurring any further liability therefore.

14. The agreement shall come into force and be effective from _____ for a period of one year and expires on _____ subject to the review of satisfactory performance as mentioned herein above. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents, if he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this Agreement.

15. The Contractor shall deposit a sum of Rs.50000/- (Rupees fifty thousand only) as Security Deposit with the bank for due fulfilment and performance of the contract. The Security Deposit shall be held in Deposited Call Receipt with the Ellaquai Dehati Bank in name of Bank and the deposit receipt will be kept in the custody of the bank. inclusive of EMD of Rs.25000/- at the time of execution of agreement. The Security Deposit will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the Bank without any interest. The Security Deposit will be returned to the contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and/or materials/articles provided to him 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 his 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.

16. 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 and will be liable for and unequivocally assume responsibility for due compliance with all 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.

17. 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 housekeeping services under these presents.

18. The Contractor shall obtain adequate Insurance Policy in respect of his 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.

19. The contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bills and if found in order, certify for payment. The payments as far as possible will be made within one week from the date of certification, subject to the compliance and due certification that the contractor has cleared/paid all his dues, viz., Labour Payments, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force.

20. The Bank further reserves right to delete sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed services have been received or notices by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

21. In case the contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages, a sum of Rs.500/- per day for the entire number of such days 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 and/or from the Security Deposit/Earnest money.

22. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to General Manager in the Bank, whose decision shall be final, conclusive and binding on the contractor.

23. All the taxes, existing or future 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 by no 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.

24. 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 license under Contract Labour (Regulation and Abolition) Act, 1950 and rules hereunder. 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 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.

25. The Contractor shall in terms of the Provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provision, 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 presents. 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.

26. In terms of the provision 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 Representative 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.

27. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles 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.

28. The Contractor shall not without the written consent of the Bank assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

29. 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 are duly verified before such engagement.

30. If during the currency of the Contract, any Statute, rules/Govt. 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 workmen/ employees.

31. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.

32. The Courts in Srinagar alone shall have jurisdiction in respect of any matter touching these presents.

Signed and delivered
For _____ and _____ on _____ behalf _____ of
(Witness)
M/s .

1)

2)

Signed and delivered
For and on behalf of
Ellaquai Dehati Bank

Authorized Signatory

Witness:

1)

2)

Schedule – I (Attached)

ANNEXURE -V

DAILY CHECK LIST

S.No.	Particulars	Checking Time	Checking Time	Remarks
1	Dusting of Chairs			
2	Brooming of Outside Area			
3	Washing of Outside Area			
6	Dusting of Railing of Staircase and outside railing			
7	Dusting of Walls			
8	Dusting of Glass tables and counter			
9	Dusting of Telephones			
10	Dusting of Pictures			
11	Cobweb Removal			
12	Cleaning of Glasses			
13	Brooming and Moping of staircase			
14	Dusting of racks, wooden almirahs			
15	Brooming of Floors			
16	Wet Moping of Floors			

DAILY CHECKLIST FOR TOILETS

Location.....

Date.....

Date

Day Monday Tuesday Wednesday Thursday Friday Saturday Sunday

930

1100

X

1200

X

1300

1400

X

1500

1600

X

1700

X

1800

X

1900

X

2000

X

2200

X

WEEKLY CHECK LIST

Weekly cleaning Jan Feb Mar Apr May June July Aug

Window & door
frames

Exhaust fans

A.C. Grills/ Filters

Removal of
cobweb

Scrubbing of all
Floors

Heavy vacuuming
of upholstered
furniture and
carpet

Polishing of
chrome and brass
fixtures

Disinfecting and
cleaning of all
phones

Scrubbing of all
Glazed Tiles and
Slabs

Scrubbing of
Staircases

Pictures and
Boards

Vacuuming of
Venational blinds

Scrubbing of all
Toilets

Monthly cleaning schedule

No. of Boys

Work to be done	1 st Week	2 nd Week	3 rd Week	4 th Week	Sin of Supervisor Checked
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Venation

Blinds

Glasses

Tables

Door
(wooden)

Partitions

SCHEDULE -II
PRICE PROPOSAL

AREA/OFFICE	DETAILS OF WORK	AMT. PER MONTH	Per person
70-75 branches In 13 districts of State.	Spray/manual dusting, mopping, water/ chemical cleaning of schedule premises comprising of marble/quality granite, wooden furniture of high value, glass doors/panes, modern electric gadgets, windows, window glasses. Curtains, windscreens, polished metal surfaces including banking halls, corridors toilets & wash basins etc. and exterior cleaning, polishing of glass and metallic engravings, logos, sign names etc. and maintenance of open area around the building. Provision/maintenance of flower arrangements pots etc., including cleaning of sanitary and storm/ rain water drains to keep the premises in excellent condition.		

Note: The rate should be inclusive of all type of taxes (including GST) applicable now or made applicable in future. More details in terms & conditions.

SIGNATURE OF CONTRACTOR
WITH SEAL