On-Line Tender (e-NIT) For Selection/Engagement of Agency for providing Skilled Manpower to the Bank.

e-NIT Ref. No. JKB/E&ED/Skilled-manpower/2026-1784

Dated:03-07-2026

Issued by:
J&K Bank Ltd.
Business Support Division,
Corporate Headquarters,
M. A. Road Srinagar, 190 001 J&K

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The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder’s risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

TABLE OF CONTENTS

On-line Request for Proposal (RFP) for Selection/Engagement/Empanelment of Agency for Providing Skilled Manpower to the Bank.

The Jammu & Kashmir Bank invites e-tenders under '**Two Bid System**' for providing Skilled Manpower at different Zones/Offices spread across UTs of J&K and Ladakh as per the following schedule.

e-NIT Ref. No.	**JKB/E&ED/Skilled-manpower/2026-1785** **Dated:03-07-2026**
Department Name	**Business Support Division, Corporate Headquarters, M.A.Road Srinagar 190 001 J&K**
Scope of Work	**Contract for Providing Skilled Manpower on contract basis at Different Offices/Zones of the Bank located in the Union Territories of J&K & Ladakh.**
Tender Details	**Providing Skilled Manpower on contract basis at Different Offices/Zones of the Bank located in the Union Territories of J&K & Ladakh**
Trades for the Manpower	**Electrician, HVAC Operator/Mechanical Technician, Plumber Carpenter, Cook and Gardener**
Bid Document Availability including changes/amendments, if any to be issued	**Tender Document may be downloaded from Bank's e-Tendering Service Provider Portal https://jkbank.abcprocure.com from:** July 06, 2026 2026 16.00 Hrs. to July 27, 2026-2026 17.00 Hrs.
Last Date for Pre-Bid Queries & submission Mode	**Up to** July 13, 2026 17.00 Hrs. **on-line through the prescribed e-portal https://jkbank.abcprocure.com**
Pre-bid Queries Response date	**All communications regarding points / Queries requiring clarifications shall be given online on** July 20, 2026 **on-line through the prescribed e-Tendering Portal**
Date and Time for Eligibility/ Technical Bid Opening	To be notified separately
Last Date of Submission of RFP Bid	July 27, 2026-2026 17.00 Hrs.
Validity Of Price Bid	180 days **from last date of submission of bid**
Submission Mode of Technical & Commercial BIDs	On Line through the prescribed e-Tendering Portal https://jkbank.abcprocure.com

Tender Processing Fee (Non- Refundable)	Rs.2500/- (Rupees Two Thousand Five Only) to be deposited to below detailed A/c through NEFT / RTGS/ Bank Transfer only : Account Name: Tender Fee/ Cost Account 16-digit Account No : **9931530300000001** IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 **UTR Number & Date /Tran No. & Date may be uploaded on e-Tendering Portal as Proof** (Tender/Participation fee is exempted for all MSEs, Start-ups as recognized by DIPP- Eligible entities shall upload proof in support of claiming the aforesaid exemption)
Bid Security/Earnest Money Deposit (EMD) (Refundable)	₹ 12,00,000/- (INR Twelve Lakhs only) To be deposited to below detailed A/C through NEFT / RTGS/ Bank Transfer only: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : **9931070690000001** IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K – 190001 **UTR Number & Date / Tran No. & Date may be uploaded on e-Tendering Portal as Proof of the EMD** EMD in the form of CDR/Bank Guarantee (BG) favoring General Manager (BSD) J&K Bank of any Nationalized / Commercial Bank can also be accepted.
Performance Security	**The successful bidder has to deposit Security deposit equal to 5% of gross value of the contract awarded.**
Eligibility & Technical Criteria	As per Tender Document
Updating/Amendments/Corrigendum	Corrigendum, if any, will be uploaded on online tender portal https://jkbank.abcprocure.com only
For e-Tender related Queries	**Service Provider:** **M/s. E-procurement Technologies Limited**

<table>
<tr><td></td><td>(Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,

Ahmedabad- 380006, Gujarat

Help Desk:
<table>
<tr><th>Sr. No</th><th>Name</th></tr>
<tr><td>1</td><td>Sandhya Vekariya - 6352631968</td></tr>
<tr><td>2</td><td>Suraj Gupta - 6352632310</td></tr>
<tr><td>3</td><td>Ijlalaehmad Pathan - 6352631902</td></tr>
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1. Scope and other Requirements

a) The Bidder/Tenderer shall be required to provide Skilled Manpower on 'Contract Basis' for a period of **Two (2) years** **(further extendable up to one more year subject to approval & sole discretion of competent authority of the Bank),** from the date of commencement of the contract. However, the Bank shall review the performance of the Agency after every **Six Months**. The rates in respect of Company Cost/Service Charges shall remain fixed during the Contract Period and no revision in rates will be permitted.

b) **Nature of work**: The skilled manpower deployed under the contract representing various trades such as Electrician, Plumbing, HVAC Operator/Mechanical Technician, Carpentry, Cook and Gardening would be required to perform the job role pertaining to the category of trade in which they are hired.

c) The Bidder/Tenderer shall be required to provide skilled manpower of the following skilled categories of Trade to the bank:

J&K and Ladakh Regions

Sl. No.	Location Description	Approx. no. of premises
01	Electricians	50
02	Plumbers	25
03	HVAC operators/Mechanical Technicians (Lift & STP operators)	10
04	Carpenters	10
05	Cooks	15
06	Gardeners	15
Total No. of Technicians required (Approx.)		125

Concerned official of the Bank at CHQ/Zonal level shall be responsible for planning, organizing and monitoring of the overall operation of the deployed Manpower in the Bank in accordance with scope and terms & conditions of the contract, besides, ensuring proper supervision of the duties assigned to the manpower deployed at their end. **The requirement of Manpower (skilled) is tentative and may increase or decrease at the sole discretion of the Competent Authority of the Bank.**

d) Full details of the locations in J&K and Ladakh UTs where Skilled Manpower is to be deputed are attached as **Annexure A**. These locations are named as base locations for the sake of reporting of manpower on daily basis. The service of the deputed manpower shall not be confined to respective base locations only but may be utilised on regular basis in Branches/Offices/ATMs of the Bank falling under such base locations. The Bidders/Tenderers are advised, in their own interest, to visit the base locations to have a clear picture of the locations and cost to be borne by Bidders/Tenderers for giving prompt and efficient manpower services before quoting rates in the Financial Bid.

e) The minimum qualification along with age limit prescribed for the manpower provided under the contract to the Bank shall be as under:

1	**Name of the Post**	Electrician, HVAC Operator/Mechanical Technician (Lift & STP Operators) , Plumber & Carpenter
2	**Age limit**	20-50 Years
3	**Minimum Educational Qualification/Experience**	i) 10th class pass from a Board or its equivalent recognised by the Government. **&** ii) ITI Diploma in Relevant Trade and two years working experience in relevant trade OR Seven years work experience in relevant trade
4	**Name of the Post**	Cook & Gardener
5	**Age limit**	20-50 Years
6	**Minimum Educational Qualification/Experience**	2 to 3 years of experience in a commercial environment

f) Manpower deployed by the service provider under the contract shall not be entitled to any travel allowance while reporting to their base locations/offices in connection with their duties. However, they shall be admissible for T.A allowance while discharging duties at sites other than their base locations/offices, on actual basis.

g) Duty shift per person per day shall be of 8 hours duration in single stretch. However, the start and end timings of the shift shall be fixed as per the requirement of the Bank which may include night shifts also.

2. Minimum Eligibility Criteria

a) The Bidder shall have a minimum average annual turnover of ₹1.80 Crore (Rupees one crore and eighty lakhs only) in providing of Manpower Services (Gross Receipt towards Manpower services) during the last three financial years i.e., 2022-23, 2023-24 & 2024-25. Proof of the same shall be submitted by way of a certificate from Chartered Accountant (CA) certifying therein achievement of stipulated or higher turnover for the desired services in the years specified above by the bidder, besides, submitting copies of balance sheet and profit & loss statement for the said years.

b) The Bidder/Tenderer should have a minimum experience of Seven (07) years as on 31/03/2026 in the field of providing manpower services on Contract Basis. Attach self-attested photo- copy of proof along with the relevant work completion certificates

c) The Bidder should have previously executed similar kind of contracts in Government/Public Sector undertakings (PSUs)/shall have experience of successful execution of *similar contracts in Government /Public Sector Undertakings (PSUs)/Private Banks/other Corporate Houses, etc. as per below given matrix. Satisfactory completion reports (from concerned departments) along with the year of execution & total project cost should be mentioned clearly.

- Three similar works, each of value not less than ₹ 2.40 Crores, or
- Two similar works, each of value not less than ₹ 3.00 Crores, or
- One similar work of ₹ 4.80 Crores.

d) The Bidder should be registered under Contract Labour (Regulation and Abolition) Act, 1970 as well as Shops and Establishments Act. The Bidder should have valid labour license under the Act. The copy of the registration certificate, labour license and/or any other relevant statutory certificate should be submitted along with the Technical Bid.

e) The skilled manpower to be deployed by the Bidder should be covered under ESI and EPF. Copies of ESI and EPF Registration certificates issued to the company should be submitted. The proof of ESI and EPF subscription for the last two years should also be submitted along with the Technical Bid.

f) The Bidder should have valid PAN and GST registration number. Copies of each should be submitted along with the Technical Bid.

g) The Bidder shall have a copy each of Income Tax returns filed for the three Financial Years viz.2022-23, 2023-24 & 2024-25 (Assessment Year 2023-24, 2024-25 & 2025-26). These copies should be submitted along with the Technical Bid.

h) The Bidder should furnish a current Bank Solvency Certificate from a scheduled commercial bank for any amount of not less than Rs. 120.00 lacs

i) The Bidder should not have been black-listed by any Government organization (enclose declaration on company's letter head).

j) The Bidder should be a profit making enterprise for the last three financial years ending on 31/03/2025 (enclose declaration on company's letter head).

k) The bidder should preferably have one of the offices located in Jammu/Kashmir.

l) The bidder shall mandatorily indicate the authorized signatory/signatories who can discuss and correspond with the Bank with regard to obligation under the contract. The said representative (not required for proprietorship firms in case the authorised signatory is the proprietor himself/herself) should have a valid Power of Attorney from the bidder for taking any decision regarding the tender.

3. BID PREPARATION & SUBMISSION

a) BIDDING PROCESS

- The Bidder shall submit the bids electronically, through the e-procurement portal (http://jkbank.abcprocure.com).
- This tender shall follow a two-stage Bidding process. The Bid shall be submitted in two parts, Technical Bid and Price Bid.
- In the first stage, only Technical Bid will be opened online and evaluated.
- The Bid shall be considered qualified technically provided it meets all the requirements under this Bid document.
- Under the second stage, the Price Bid of only those Bidders, whose Bids are found qualified technically, will be opened. Date of opening of Price Bid would be notified separately.
- The lowest bidder will be decided by online reverse auction if required, conducted through Bank's e-portal. The date of reverse auction will be intimated later to the eligible bidder

b) INSTRUCTIONS FOR ONLINE BIDDING PROCESS

- The bidders are required to submit soft copies of their bids electronically on the Banks e-procurement Portal.
- More information useful for submitting online bids on the Portal may be obtained at: http://jkbank.abcprocure.com.

c) PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- **Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.**
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule.

d) SUBMISSION OF BIDS

- Bidder should log into the website well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be solely responsible for any delay due to other issues.
- The bidder has to upload the required bid documents one by one as indicated in the tender document.
- Bidder should prepare BID SECURITY (EMD) as per the instructions specified in the tender document. The original BID SECURITY (EMD) other than online transfer, shall be submitted by the date & time of Bid Opening as specified in the tender document. Otherwise the uploaded bid will be rejected.

e) ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the contact persons indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to e-Portal in general may be directed to the Portal Helpdesk contact persons as indicated in the tender document.

f) BIDDING DOCUMENT

- The Bidder is expected to examine all instructions, forms, terms & conditions and prequalification requirements in the bidding documents. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.
- **Bank may ask for any document during the process of evaluation of bids which has to be provided by bidder for evaluation without delay or laxity.**

g) BID VALIDITY PERIOD

- The bid shall remain valid for a period of at least 180 days from the last date of submission of bids.

h) TECHNICAL BID

- The Technical Bid should be complete in all respects and contain all information asked for in this document. Technical Bid shall comprise of the following documents:
  - ✓ Scanned copy of the Bid Security (EMD).
  - ✓ Signed & scanned copy of balance sheet and profit & loss statements (preferably audited) for last three financial years viz 2022-23, 2023-24 & 2024-25 along with Certificate from CA certifying therein achievement of stipulated or higher turnover for the manpower services in these three years.
  - ✓ Signed & scanned copy of experience certificate in the field of providing manpower (as detailed in minimum eligibility criteria).

- ✓ Signed & scanned copy of completion certificate of similar contract(s) executed (as detailed in minimum eligibility criteria).
- ✓ Signed & scanned copy of registration of ESI and EPF, and also proof of ESI & EPF subscription for the last two years.
- ✓ Signed & scanned copy of Current Labour License, Registration Certificate or any other statutory certificate.
- ✓ Signed & scanned copy of PAN and GST registration no.
- ✓ Signed & scanned copy of Income Tax returns for the three financial years viz 2022-23, 2023-24 & 2024-25 (Assessment Year 2023-24, 2024-25 & 2025-26).
- ✓ Signed & scanned copy of the Power of Attorney from the Bidder in respect of Authorized Signatory for the Bid.
- ✓ Signed & scanned copy of **Annexure-B** – Pre-Qualification Document.
- ✓ Signed & scanned copy of **Annexure-C-** Bidder Information.
- ✓ Signed & scanned copy of **Annexure-D** – Details of BID SECURITY (EMD), Turnover and Work Experience.
- ✓ Declaration regarding minimum wages to be paid by the selected bidder to Skilled Manpower- as per **Annexure G**.
- ✓ Signed & scanned copy of tender document.

▪ The following documents shall be submitted, in original, by the Bidder by the date & time of Bid Opening:
  - ✓ Bid Security (in case of CDR/Bank Guarantee)
  - ✓ POA from the Bidder in respect of Authorized Signatory for the Bid.

i) BID SECURITY

- Each bid shall be accompanied with a Bid Security (EMD) of **₹12.00 Lakhs (Rupees Twelve Lakhs only)** in the form of online transfer (through direct transfer/NEFT/RTGS) to the Bank Account mentioned above or CDR/ Bank Guarantee in the name of General Manager BSD J&K Bank from any Nationalized/Scheduled Bank valid for at least 45 (Forty Five) Days beyond the validity period of the bid, i.e., Bid validity period plus 45 (Forty Five) Days, in the format given at the **Annexure-F** – Format of Bid Security or Bank transfer/NEFT/RTGS vide bank details given above.
- If the Bid Security is found not in conformity with the requirements mentioned in the tender document, the bid shall be rejected.
- No interest shall be payable on the Bid Security.
- **The Bid Security shall be forfeited if the bidder withdraws its bid after the last date of submission of the bids, any hiding/ mis-representation of facts, refuses to accept Letter of Award, fails to sign the Contract within the stipulated time, tampering / modification of the Price Bid Template in any manner, involvement of the Bidder in any Corrupt, Collusive, Coercive or Fraudulent Practices.**
- The Bid Security of unsuccessful Bidders shall be returned upon the successful Bidder signing the Contract, but, barring any unforeseen circumstances, not later than 30 days of the award of contract.
- EMD and Tender cost is exempted for the agencies registered under MSE/Start-ups. Those vendors registered with MSEs/Start-ups having valid exemption certificate have to upload the MSE/Start-ups certificate clearly indicating the exemption claimed by the

vendor. MSE/ Start-ups registrations will be considered valid only if the vendor bidding for a particular work has been registered for the particular trade.

- The validity of MSE/Start-ups registration should not have been lapsed at the time of submission of tender. If bidder fulfils the above conditions, EMD & tender cost will be exempted. The MSE/Start-ups Vendor in case does not take up the work after becoming L-1, Bank has right to complaint to the Govt. to black list the firm and finally debar from participating in further works and also inform IBA about the same.

j) PRICE BID

- The Price Bid shall be complete in all respects and contain all information asked for in this document.
- **The company cost/ service charges quoted shall be only in terms of percentage of basic wages (as defined in annexure E).**
- The Company costs/service charges shall be quoted on monthly basis.
- The company cost/service charges quoted by the Bidder shall be firm. No price escalation will be allowed except for the increase in the minimum wages as notified by the Government and other Govt. applicable taxes (GST).
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided at **Annexure E** and no other format is acceptable.
- The company cost quoted shall include profit, lump sum payment towards the cost such as Insurance, bonus, personal protective equipment, shoes, uniform, required tools, mobile charges, etc. including all items mentioned in this RFP document (as per Annexure E). It will be the sole responsibility of the bidder to bid, after considering all the expenses, costs and statutory dues towards manpower, suppliers or any third party, including government authorities.

k) AMENDMENT OF BIDDING DOCUMENTS

- At any time prior to the deadline of submission of the bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by way of Amendments/Addendum/Corrigendum, if any, shall be notified through e-Portal. Prospective Bidders are advised to visit Bank website http://www.jkbank.com and Bank's e-Portal http://jkbank.abcprocure.com for any corrigendum /addendum/ amendment. In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their bid, the Bank may, at its discretion, extend the date & time of the submission of bids. However, the extension in time due to any amendment cannot be claimed as a matter of right by the Bidders.

l) MODIFICATION OF BIDS BY BIDDERS

- A Bidder may modify its bid on the e-procurement portal till the last date & time of the submission of Bid.
- Modification of the Bid sent through any other means shall not be considered by the Bank.
- The e-Procurement system will not allow any late submission of bids after due date and time as per server system.

4. BID OPENING & EVALUATION

a) OPENING OF BIDS

- The Bank shall open the bids as per electronic bid opening procedures specified in e-Procurement Portal of the Bank at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at http://jkbank.abcprocure.com. **Price Bids of only those Bidders shall be opened who qualify the Pre-Qualification/Technical Bid.**

b) PRELIMINARY EXAMINATION OF TECHNICAL BID

- The Bank will examine the bids to determine their completeness in all respect as per the requirements of this Bid Document.
- The Bank may waive, at its sole discretion, any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

c) EVALUATION OF TECHNICAL & PRICE BID

- The Bank shall evaluate the Technical Bid based on the documents submitted as indicated in this Bid Document and shortlist the bidding agencies on that basis only.
- Financial bids of only those bidders, who qualify the Pre-Qualification/Technical Bid shall be opened.
- **The lowest bidder will be decided by online reverse auction (<u>if required</u>), conducted through Bank's e-portal. The date of reverse auction will be intimated later to the eligible bidder.**
- Bank reserves the right to reject the bid under any of the following circumstances:
  - ✓ Bid is incomplete and/or not accompanied with all required documents as mentioned in this Bid Document.
  - ✓ Bid is without valid Bid Security.
  - ✓ Bid is not in conformity with the terms and conditions stipulated in this Bid Document.
  - ✓ Bid is conditional.
  - ✓ Bid having Conflict of Interest.
- **Bank in its own discretion shall have the right to reject any or all Bids, if the quoted rates are not aligned to the prevailing market /Government notified rates.**
- **If a Bidder quotes 'Nil' charges/ consideration or less than minimum stipulated percentage, the bid shall be treated as non-responsive and will not be considered.**

5. AWARD OF CONTRACT AND PAYMENT

a) L-1 BIDDER

- On completion of evaluation process i.e. shortlisting of firms on the basis of Pre-qualification & reverse auction (if required) conducted after that, the Bidder who has quoted the lowest service charge rate/company cost will be **L1**.

- **In an eventuality of all or two or more than two vendors quoting the same service charge rate, the contract will be awarded to top scorer in Evaluation Matrix (Annexure K). Top scorer will be considered L1.**

- **In the event of bidders having equal score in the Evaluation Matrix also, lowest bidder (L1) will be decided on the basis of highest Turnover. High turnover (Average turnover for last 3 years) shall be considered L1.**

b) LETTER OF AWARD (LoA)

- The L-1 bidder will be considered for issuing Letter of Award (LoA).
- The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the Bank reserves the right to cancel the LoA.
- The work has to be commenced immediately after award of the contract in favour of the successful bidder. If the successful bidder delays the commencement of the work for more than 15 days after award of the contract or such exceeded time as may be intimated to the successful bidder, the Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD/Bid Security amount.

c) PERFORMANCE SECURITY

- The successful bidder has to deposit Performance Security amount equal to 5% of gross value of the awarded contract and same shall be in the form of CDR/Bank Guarantee.
- The security deposit shall not bear any interest.
- Performance Security shall remain valid up to 60 days after the expiry of the contract period.
- If the successful bidder fails to provide satisfactory performance, the Bank shall be at liberty to terminate the contract and withhold the Performance Security or the balance payment of the bidder, apart from being entitled to take any other action that it deems fit. The decision with regard to satisfactory performance shall lie completely with the Bank and the decision of the Bank in this regard shall be final and binding.

d) SIGNING OF CONTRACT

- The successful bidder shall be required to enter into a contract with Bank within Fifteen Days (15) working days from issue of the Letter of Award.
- The successful bidder will be required to execute the contract agreement on a non- judicial stamp paper.
- The agreement shall be executed as per the Bank's prescribed format within fifteen days from the date he has been advised to do so, failing which his tender will be rejected and EMD will be forfeited. The selected bidder shall bear all costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions will also form a part of the agreement. Bank reserves the right to add/delete any other clauses in the agreement.

e) SUB-CONTRACTING

- The selected bidder shall not assign/sub lease, in whole or in part, its obligations to perform under the contract, to other firm.

f) TERMS OF PAYMENT

- No mobilization or any other advance payment shall be made.

- The selected bidder has to submit the bill in triplicate, along with supporting documents (like attendance sheet, wage register, etc.) that it (i.e. selected bidder) has made payment to the deployed manpower, in the first week of the next month for release of payment for the previous month.
- The Bank shall deduct proportionate amount for each day of absence of the deployed manpower while making payment to the bidder each month, in case no substitute in place of the absentee is provided.
- The Agency will prepare bill for each month for the deployed manpower based upon the per day wage rate (fixed as per minimum wages), monthly quoted service charges rate and working days in the month.
- Taxes as per the government notified rates shall be deducted at source.

6. Tools/Equipment

All basic tools/equipment required for routine discharge of services by the manpower provided to the Bank shall be arranged by the selected bidder without any extra cost. However, any high end tools/equipment, if needed, shall be arranged by the Bank of its own and provided to the manpower as per requirement which shall be returned by the concerned either on demand or at the end/termination of the contract to the Bank. Minimum required list of tools/equipment to be provided to the manpower from the Agency's side is as given under

S.No.	Trade	Tools List
01	Electrician	Screw driver set, Spanner set, Pliers, wire cutters, digital multimeter (basic type), hammer, chiselling tool, tool bag, etc.
02	Plumber	Pipe wrench, pipe saw, hexablade with frame, hammer, chisel, screw driver set, spanner set, plier, tool bag, etc.
03	HVAC Operator/Mechanical Technician	Screw driver set, socket set, hammer, plier, tongue and grove plier, spanner set, tool bag, etc.
04	Carpenter	Handsaw, planer, hammer& marteau, chisel, measuring tape, wood file, spirit level, bit and brace, screw driver, basula with handle (toor), steel square and tool bag
05	Gardener	Pruning shears, hedge cutter, spade, hoe, rake, watering equipment, etc.
06	Cook	N/A

7. OTHER TERMS & CONDITIONS

a) Language of the Bid shall be in English Only.

b) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

c) The Bank, at its sole discretion, may ask for additional information and / or seek clarifications from a Bidder after the Tender deadline, inter alia, for the purpose of removal of inconsistencies or infirmities in its bid. However, seeking of clarifications will in no way mean that the Bank is entering into a contract with the said Bidder.

d) The manpower engaged in providing requisite services to the Bank shall be the employees of the selected bidder and will take their remuneration/wages from the same. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the Bank.

e) The selected bidder shall furnish full particulars of the manpower deployed under the contract including details like Name, Father's Name / Guardian's name, Age, Photograph, Permanent & Postal Address, etc., and they will also ensure the verification of antecedents of such manpower from Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the Bank.

f) The selected bidder shall be responsible for compliance of all the applicable laws and obligations arising from the action of providing the requisite services to the Bank.

g) An attendance register shall be maintained by the Bank in which the worker/deputed manpower shall enter the arrival and departure time on daily basis which shall be countersigned by the authorized officer assigned by the Bank. A copy of the monthly attendance shall be forwarded to the selected bidder or its assigned representative for perusal and processing of monthly bill/s at its end.

h) Every person so appointed by the selected bidder shall attend the office wearing an identity card, displaying his name and trade, duly signed by the Agency/selected bidder and countersigned by a Bank Authorised Officer. Entry without such identity card will be prohibited.

i) Any liability arising out of under Municipal, UT or Central Government laws and regulations will be the sole responsibility of the selected bidder and the Bank shall not be responsible for any such liability whatsoever it may be.

j) The selected bidder shall comply with all the rules and regulations regarding safety and security of the workers and the Bank will in no way be responsible in any manner in case of any mishap to the workers. The Bidder shall indemnify the Bank from all its liabilities whatsoever.

k) The manpower provided shall be under the direct control and supervision of the Bank so far as assignment of work and its discharge is concerned. Furthermore, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the Bank from time to time.

l) The selected bidder shall not sub-let the contract in any case. However, any case of change in control of the bidders shall be subject to approval of Bank.

m) The selected bidder shall be responsible for punctuality, discipline and conduct of the worker. In case a worker lacks any of the above and his quality of work deteriorate during the course of his service, the bidder shall provide replacement.

n) The Bank shall be compensated by the selected bidder for any loss, theft or damage to the property due to the negligence at the end of deployed manpower.

o) The successful bidder shall strictly adhere to all prevailing labour laws including but not limited to contract labour (Regulation & Abolition Act, 1970) and other safety regulations. The successful bidder shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions & guidelines that are applicable for carrying out work including without Limitation the following:

- Minimum Wages Act,1948
- Payment of Wages Act, 1936
- Workmen's compensation Act 1923 (Amended), as applicable.
- Contract Labour regulation abolition Act1970 and Central rules 1971.
- Apprentice Act 1961.
- Industrial employment (Standing Order) Act 1947.
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications.
- Employee's Provident fund and Miscellaneous Provisions Act 1952 and amendment thereof.
- Employee State Insurance Corporation Act.
- Shop & Establishment Act, as applicable.
- Any other Act Central or UT, that may be applicable or bye law or enactment relating thereto, and rules framed there under from time to time.
- Factories Act.
- Employment of Children Act, 1938
- Employers Liability Act, 1938
- Industrial Dispute Act,1947
- The successful bidder shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of said acts, to or on behalf of any workmen employed by the successful bidder by an authority empowered under the relevant act.

Any cost incurred by the Bank in connection with any claim or proceedings under the said acts or in respect of loss, injury or improper performance of this contract by the selected bidder, or his workmen and any money which may become payable to the Bank as aforesaid shall be recovered by the Bank from the successful bidder. The successful bidder shall keep the Bank saved, harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen relating to work carried out by the successful bidder for this contract.

p) It shall be the sole liability of the selected bidder to pay the wages, provident fund, ESI, gratuity, leave benefits, bonus, Medical facilities, uniforms etc., as applicable under relevant Acts/ rules to the manpower deployed to the Bank. The bidder has to give an undertaking in this regard in the form of an Indemnity Bond, that it is following all the labour laws including the payment of minimum wages etc. If desired, the bidder shall furnish all the relevant record for verification to the Bank. In case, it is ascertained that the firm has not paid the due amount to the personnel engaged for the work the difference of amount not paid to such employees shall be deducted by the Bank from the subsequent payments due to the bidder.

q) If the selected bidder fails to render any or all the services, for any period during the period of the contract, the bank shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the bidder.

r) Any wilful damage caused by any personnel of the selected bidder during the contract period, it shall be the sole responsibility of that bidder and the loss shall be compensated by the said bidder.

s) Bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

t) The Bank does not bind itself to accept the lowest tender and reserves the right to accept or reject any bid and/or annul the bidding process and /or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Bank's action.

u) The Court/Courts in Srinagar alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.

v) Any additional items of work/services not covered by the Contract shall be at a rate agreed by mutual discussion between the selected bidder and the Bank.

w) The selected Bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 and any other law/statute in force in this regard.

x) The selected bidder shall ensure punctuality of workers so as to avoid disruptions in rendering services and shall be responsible for smooth discharge of duties assigned to its workers by all the office/Zones mentioned in the Tender Document.

y) The works shall be carried out as per the instructions of authorized officials of the bank and the standards/benchmark of conditions and specifications of respective trade category of manpower shall be maintained.

Z) On termination of the contract, the selected bidder and his personnel shall not use any premises of the bank and shall handover peaceful possession of the Bank premises together with tools and articles provided, if any, in good condition.

aa) The selected bidder shall maintain the Complaint Register for any problem reported by authorised bank official and ensure that the complaint is attended immediately.

ab) No employee of the Bank shall be engaged by the Agency during the course of carrying out the works.

ac) Each page of this tender document including all annexures should be signed by the bidder and submitted online.

ad) Whenever any unauthorised absence or unsatisfactory performance, conduct or behaviour of any worker is brought to the notice of the selected bidder by the Bank for replacement, the bidder shall immediately provide replacement for the same and if no prompt action is taken, penalty of Rs 500/- per day shall be imposed starting from the corresponding date of such unauthorised absence/replacement request brought to the notice of the bidder till the issue is resolved, subject to maximum deduction of 10% of liquidated damages from the monthly bill.

ae) The successful bidder has to furnish Regional Labour License from the concerned authorities before the signing of the agreement.

af) The successful Bidder shall, by responding to the Bank with a bid/proposal, be deemed to have accepted the terms of this document and the disclaimer in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this tender document.

ag) All costs and expenses incurred by interested bidders in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by J&K BANK, will be borne entirely and exclusively by the Bidder.

ah) The successful bidder shall not assign or outsource the works undertaken by them under this Tender Document/ assignment awarded by the Bank without the written consent of the Bank.

ai) Bank reserves the right to reject any/ all bids or quash the entire process at any point of time without assigning any reasons whatsoever.

8. TERMINATION OF CONTRACT

a) The bank shall be at liberty to terminate the contract by issuing one month's notice to the selected bidder/Agency without assigning any reason whatsoever. Bank shall not entertain any claim of compensation by the selected bidder for such termination of Contract.

b) The Bank, without prejudice to any other remedy for breach of contract, by giving one month written notice to the selected bidder, may terminate this contract in whole or in part, if the bidder fails to perform any obligation(s) under the contract. In this case the selected bidder shall be liable to compensate for any loss suffered by the Bank due to such termination.

c) The Bank may at any time terminate the contract by giving written notice to the selected bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

d) In case of the Termination of the Contract, the Performance Security submitted by the Agency shall be uncashed by the Bank.

e) In case of any document found fake/forged/manipulated, the Bank shall be at liberty to cancel/terminate the contract during the evaluation or even after allotment of contract without giving any reasons thereof.

9. ARBITRATION/DISPUTE RESOLUTION

It will be the endeavour of the Parties to resolve amicably any disputes or differences that may arise between them from misconstruing the meaning and operation of this document and the breach that may result.

In case of dispute or difference arising between the Parties relating to any matter arising out of or connected with this document, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be chosen by mutual discussion between the Parties. The decision of the arbitrator shall be final.

The successful bidder shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Client or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the Adjudicator, as the case may be, is obtained.

The arbitration proceedings shall be held at Corporate Headquarters Srinagar J&K, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.”

10. SAFETY MEASURES

The Agency will fully sensitize the workers regarding complying to all types of safety norms stipulated by the Govt. besides use of appropriate safety equipment during performance of the work at their end.

11. Force Majeure

Neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by a force majeure event beyond that Party’s reasonable control and occurring without its fault or negligence, including, without limitation, performance failures of Parties outside the control of the contracting Party.

Force Majeure means any event or circumstance, or combination of events or circumstances including but not limited to those stated hereunder, that wholly or partly prevents or unavoidably delays the affected party in performance of its obligations under the agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided even if the affected party had taken reasonable care: (i) any act of God, or (ii) any explosion, accident, breakage of facilities, plant or equipment, or structural collapse or a chemical contamination caused by a person not being the affected party (or an affiliate, associate, Agency or any other person acting under the direction or control of the affected party) and not being due to inherent defects in the project, or (iii) any epidemic, plague or quarantine, or (iv) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo (including causing unavailability or shortage of fuel or materials), revolution, riot, insurrection, civil commotion, religious strife, communal violence, act of terrorism, extremist action or politically motivated sabotage or abduction, or (v) any act of government instrumentality, or (vi) any event or circumstance of a nature analogous to any of the foregoing.

If force majeure applies, dates by which obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. In the event of the force majeure conditions continuing beyond ______ weeks, the Bank shall review this Tender and shall be entitled to cancel this Tender, unless the term of this Tender is extended."

12. Corrupt & Fraudulent Practices.

It is required that bidders observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
The Bank reserves the right to reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

13. Integrity Pact

Integrity Pact is to be signed by the successful bidder and the Bank in the format enclosed at Annexure J. The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

13. DEFINITIONS

- **BANK/PURCHASER** shall mean "The Jammu & Kashmir Bank Ltd"
- **AGENCY/Firm** shall mean the successful tenderer/bidder to whom the work is awarded.

- **Worker/person/personnel** shall mean the skilled manpower provided by the selected bidder.

Annexure A

List of Offices/Zones (Base Locations)									
			Manpower Category						
S.No	NAME of the Office/Zone of the Bank	Full Address	Electrician	Plumber	HVAC operator/M. Technician	Carpenter	Cook	Gardener
			(No.)	(No.)	(No.)	(No.)	(No.)	(No.)
1	JK Bank Corporate Headquarters.	M. A. Road Srinagar, Kashmir (J&K)	2	3	2	1	15	12
2	JK Bank Service Operations	Sher-i-Kashmir Park, Poloview, Srinagar, Kashmir (J&K)	2	0	0	0	0	0
3	JK Bank Contact Centre	Rajbagh, Srinagar, Kashmir (J&K)	3	0	0	0	0	0
4	JK Bank CPC CASA	Nawa-i-Subah Complex, Rajbagh, Srinagar, Kashmir(J&K)	2	0	0	0	0	0

5	JK Bank Zonal Office Srinagar	Opposite Govt. College for Women M.A.Road Srinagar, Kashmir (J&K)	5	2	1	1	0	0
6	JK Bank Zonal Office Budgam	Industrial Estate, Zainakote, Srinagar (J&K)	4	2	0	1	0	0
7	JK Bank Zonal Office Pulwama	NEAR S P OFFICE, WASHBUG, PULWAMA, Kashmir (J&K)	3	1	1	1	0	0
8	JK Bank Zonal Office Anantnag	Industrial area, Bakshiabad behind GPO, Anantnag, Kashmir (J&K)	4	1	1	1	0	0
9	JK Bank Zonal Office Baramulla	Amargarh Sopore, Baramulla, Kashmir (J&K)	5	3	1	1	0	0
10	JK Bank Zonal Office Jammu	Railhead Complex, Panama Chowk, Jammu, (J&K)	7	3	2	1	0	3

11	JK Bank Zonal Office Kathua	Near forest protection force office, national highway, hatlimorh, Kathua, Jammu (J&K)	3	4	0	1	0	0
12	JK Bank Zonal office Rajouri	Muradpur, Rajouri Jammu(J&K)	3	2	0	1	0	0
13	JK Bank Zonal Office Doda	Mini secretariat New DC Complex Zellna Kishtwar, Jammu (J&K)	3	0	0	1	0	0
14	JK Bank Zonal Office Udhampur	Opposite Sanson Petrol Pump, Domail, NHA1, Udhampur, Jammu (J&K)	2	2	0	0	0	0
15	JK Bank Zonal Office Ladakh	Leh, Ladakh	2	2	2	0	0	0
	Total No.		**50**	**25**	**10**	**10**	**15**	**15**
	Grand Total	**125**						

Annexure B

PRE-QUALIFICATION DOCUMENT

(To be submitted by bidders along with bid application)

Name of Work:

Providing of Skilled Manpower to various Offices/Zones of the Bank spread across UTs of J&K and Ladakh.

Name and address of the Bidder:

____

PRE- QUALIFYING CRITERION	ENCLOSURE CHECK LIST	Remarks (YES/NO)
ANNUAL TURNOVER FOR SIMILAR WORK DURING LAST THREE FINANCIAL YEARS VIZ 2022/23, 2023/24 & 2024-25	PROOF OF TURNOVER ENCLOSED (BALANCE SHEET AND PROFIT AND LOSS STATEMENT- ALONG WITH CA CERTIFICATE FOR RELEVANT TURNOVER)	
EXPERIENCE CERTIFICATE OF PROVIDING MANPOWER SERVICES TO GOVT./SEMI GOVT DEPTT./PSU/PVT BANKS or OTHER CORPORATES)	COPY OF CERTIFICATES ENCLOSED	
COMPLETED WORK OF SIMILAR NATURE IN LAST THREE CONSECUTIVE YEARS	COPY ENCLOSED Work order along with the completion certificates for the particular works.	
LABOUR LICENSE Registration	COPY OF LABOUR LICENSE	
PAN & GST REGISTRATION NO.	COPY OF PAN & GST REGISTRATION ENCLOSED	
EPF & ESI REGISTRATION NO.	COPY OF EPF & ESI CARDS ENCLOSED	
DETAILS OF EMD, TURNOVER, EXPERIENCE	AS PER ANNEXURE D	
INCOME TAX RETURNS FOR THE FINANCIAL YEAR 2022/23, 2023/24 & 2024-25 (ASSESSMENT YEAR 2023-24, 2024-25 AND 2025-26).	COPY ENCLOSED	
BID SECURITY	ENCLOSED	
BIDDER INFORMATION AS PER PRO-FORMA (ANNEXURE C)	ENCLOSED	
SIGNED COPY OF TENDER DOCUMENT	ENCLOSED	
LATEST BANK SOLVENCY CERTIFICATE (ISSUED IN FAVOR OF GENERAL MANAGER BSD, JK BANK)	COPY ENCLOSED	
AUTHORIZATION LETTER IN THE NAME OF OFFICIAL SUBMITTING THE BID	COPY ENCLOSED	

LIST OF EMPLOYEES PROVIDED TO GOVT./SEMI GOVT/Deptt./PSU/PVT BANKS or OTHER CORPORATES)	COPY ENCLOSED (EPF/ESI CHALLAN etc. shall be provided)	

Annexure C

TENDER FORM

(BIDDER INFORMATION)

01	NAME OF THE FIRM	
02	ADDRESS OF THE FIRM	
03	CONTACT DETAILS	
04	STATUS OF THE TENDERER (whether Proprietary/ Partnership/ Private Ltd/Public Ltd/Any other)	
05	NAME OF THE PROPRIETOR/ PARTNERS/ DIRECTORS	I. II. III.
06	YEAR OF ESTABLISHMENT	
07	WHETHER THE FIRM IS REGISTERED?	YES/NO, If yes Registration No. and Date:
08	INCOME TAX NUMBER (PAN)	
09	GST NUMBER	
10	P.F. NUMBER	
11	NAME OF THE BANKERS WITH ADDRESS (enclose solvency certificate from the bankers to the extent of Rs.120.00 lacs.	
12	NAME, DESIGNATION AND SIGNATURE WITH COMPANY SEAL OF THE AUTHORIZED SIGNATORY FOR THIS BID (please attach POA for the same)	

Certified that the above information is correct to the best of my knowledge. Further, my above firm and I have not been black listed/disqualified/debarred from any of the Government/Semi Government/PSUs or any other agency.

Place: **Signature of the Tenderer**

Date:

(Name & Designation with company seal)

Annexure D

DETAILS OF BID SECURITY (EMD), TURNOVER AND WORK EXPERIENCE

QUALIFYING CRITERION	UTR No./BANK GUARANTEE or CDR DETAILS	EMD AMOUNT (in Rs)	ISSUING BRANCH/BANK
DETAILS OF BID SECURITY (EMD)	No.: Date: Valid up to (date)	Amount:	Branch: Bank:

QUALIFYING CRITERION	FINANCIAL YEAR	TURNOVER IN LAKHS (Rs)
ANNUAL TURNOVER DURING THREE FINANCIAL YEARS	2022-23	
	2023-24	
	2024-25	

QUALIFYING CRITERION	CLIENT NAME/WORK ORDER/AGREEMENT NUMBER & DATE	VALUE (IN LAKHS)	DATE OF COMPLETION
WORK EXPERIENCE			

Annexure E
Commercial/Price BID Format

Skilled Category-Electrician, Plumber, HVAC Operator/ Mechanical Technician, Carpenter.		
S.No.	**Description**	**Rate per Person per Month (in %age)**
i	**Basic wages including EPF (including EDLI + adm. Charges) ESI, per person. (Fixed as per Minimum Wages in Respect of Skilled Category in UT of J&K)**	**Not to be filled**
ii	**Company Costs/Service Charges shall include Insurance, Bonus, Leaves, Uniform, Shoes, National Holidays, Gratuity, Training, required tools, Mobile Charges, tools, etc. (% age of basic wages only and not less than 3.85%)**	
	Total for i+ii	**Not to be filled**

- The Company Cost quoted shall include profit, lump sum payment towards the cost such as Insurance, bonus, personal protective equipment, shoes, Uniform, required tools, mobile charges, tools, etc. including all items mentioned in this RFP document. It will be the sole responsibility of the bidder to bid, after considering all the expenses, costs and statutory dues towards workers, suppliers or any third party, including government authorities. **As such shall not be less than 3.85 % of Basic Wages**

- **Company cost/Service charges shall be inclusive of all taxes and duties except GST.**

- **The EPF,ESIC and all other statutory challans will be monitored on a regular basis to ensure adherence to statutory requirements and timely remittance.**

Annexure F
FORMAT OF BID SECURITY (EMD)

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

The General Manager
Business support Division
The Jammu & Kashmir Bank
Corporate Headquarters
M.A Road Srinagar, 190001.

Ref: ________________ Date ________________

Bank Guarantee No. ____

1. WHEREAS …………………………………………………….. (Name of Bidder) (herein after called the 'the Bidder") has undertaken, in pursuance of the Bid (………………..) for the "Providing of Skilled Manpower to J&K Bank"(hereinafter called the 'the Bid") to you.

2. AND WHEREAS, it has been stipulated by you in the said Bid that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/ Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Bid.

3. AND WHEREAS we ---------------- <Bank> having its registered office at --------------and inter alia a branch office situated at ---------- have agreed to give a Bid Security of ₹ ___________ (Rupees ________ Only) (hereinafter called as the *Guarantee Amount*) on behalf of the Bidder.

4. We_____________<Bank> further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the J&K Bank Ltd (hereinafter called as the Purchaser).

5. We ------ <Bank> do hereby unconditionally and irrevocably undertake to pay to the Purchaser without any demur or protest, merely on demand from the Purchaser, an amount not exceeding the *Guarantee Amount* by reason of any breach of the terms of the Bid dated ------- by Bidder. We hereby agree that the decision of the Purchaser regarding breach of the terms of the Bid shall be final, conclusive and binding on us.

6. We do hereby guarantee and undertake to pay forthwith on demand to the Purchaser a sum not exceeding the *Guarantee Amount* and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of the *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

7. We, the_____________<Bank>, further agree that the Purchaser shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents listed hereinabove, and the decision of the Purchaser that the Bidder is in default, as per the Bid Document, shall be final and binding on us,

notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.

10. This guarantee is valid until the ………. day of <**validity date**> and a claim in writing is required to be presented to us within Forty-five (45) days from <**validity date**> i.e. on or before <**claim period**> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

"Notwithstanding anything contained hereinabove;

i. This Bank guarantee shall be valid upto _________ and our liability under this Bank guarantee shall in no case exceed Rs____________ (Rupees______________________) and any claim under this Bank Guarantee must be made on us by or before_________.

ii. We shall be liable to pay the guaranteed amount or any part thereof only if you serve upon us a written claim or demand for invoking the Bank Guarantee by or before the claim period as mentioned herein above."

Signature and Seal of Guarantors (Bidder's Bank)
…………………………………………………………..
Date………………………………………………….
Address ……………………………………………….
…………………………………………………………
…………………………………………………………
In presence of
WITNESSES (Name & Address)

1.

2.

Annexure G

DECLARATION REGARDING MINIMUM WAGES TO BE PAID BY THE AGENCY TO CONTRACT LABOURS

(This is to enable The Jammu & Kashmir Bank Ltd to satisfy themselves of the intention of the Agency to adhere to Minimum Wages Act etc.)

1. Wage per day of Contract Labour proposed to be paid by the Agency excluding employer contribution of EPF but including employee contribution of EPF etc.

Rupees (in figures) ________________
Rupees (in words) ____

Place:

Date:

Signature with seal of the Agency
(Name & address)

Annexure H
CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees state Insurance of the workers employed by me in the various Offices/Zones of The J&K Bank for the month of ____________ year_______.

Office in which subscription remitted	Bill No. & Date	Employee Provident Fund (EPF)	Employee State Insurance (ESI)	Others

Place:

Date:

Signature with seal of the Agency
(Name & address)

Annexure I
INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at ___________ on this __________ day of _________month of year two thousand and twenty six (____2026) by M/s ___________________ duly represented by proprietor / one of its partners Sri ______________, son of Sri _______________, residing at ____ (herein after referred to as Agency)

in favour of

The Jammu & Kashmir Bank, a body corporate constituted under the Banking Companies Act, 1970, having its Head Office at M.A. Road Srinagar-190001.

Whereas The Jammu & Kashmir Bank has invited e-tenders from pre-qualified Agencys for providing Skilled Manpower to the Bank. The Agency was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of the Agency by The Jammu & Kashmir Bank, Corporate Office vide their letter…………………………………….

And whereas as per tender documents, the Agency has to enter into a Contract Agreement with The Jammu & Kashmir bank and execute an Indemnity Bond before starting the work. The Agency has entered into Contract Agreement with the Bank on …………………………………..

In consideration of The Jammu & Kashmir bank having awarded the above said Contract, the Agency hereby undertake to indemnify and keep harmless the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, 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 Agency shall be solely responsible.

Further, Agency hereby indemnifies and keep The Jammu & Kashmir Bank indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by the Bank on account of breach of the terms and conditions of the Contract by the Agency.

Signature of Agency with seal

Annexure J

PRE- CONTRACT INTEGRITY PACT, Between
The Jammu and Kashmir Bank Limited, AND
M/s_______________________________________

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the ______ (month and year) between, **The Jammu and Kashmir Bank Limited (J&K Bank)**, acting through Shri ______, designation of the officer, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **M/S** ______________________________ represented by Shri ______, designation (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Skilled Manpower Services on Contract Basis) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/proprietorship, constituted in accordance with the relevant law in the matter and the BUYER is **The Jammu and Kashmir Bank Limited (J&K Bank).**

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

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

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

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

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

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

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

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

Commitments of BIDDERs

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

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

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

3.3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4. BIDDERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount __________ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of __________

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument, as stated in RFP.

5.2. The Earnest Money/ Security Deposit shall be valid for at least 45 (Forty Five) Days beyond the validity period of the bid, i.e., Bid validity period plus 45 (Forty Five).

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

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

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

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

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

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

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

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

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to **The Jammu and Kashmir Bank Limited (J&K Bank)** at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the CIV (Chief of Internal Vigilance).

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to SubAgencys. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SubAgency(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to **The Jammu and Kashmir Bank Limited (J&K Bank)**, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _______ on ___

BUYER	**BIDDER**
Name of the Officer.	**Authorized Signatory**
Witness	**Witness**
1.______________________	1.______________________
2.______________________	2. ______________________

Annexure K
EVUALATION MATRIX
(Relevant documents to be attached)

S No	Evaluation Matrix	Max Marks	Marks Obtained
1	**Annual Avg. Turnover (from last three years related to Manpower Services)**	**20**	
	Above 1.8 Crore to 03 crore	10	
	Above 03 crore to 05 crore	15	
	Above 05 crore	10	
2	**Years of experience in the required field**	**10**	
	7 Years to 10 years	07	
	Above 10 years	10	
3	**Manpower Services provided to**	**10**	
	Others (Shopping Malls, Residential complexes, Shops, etc.)	05	
	Private Sector Companies	07	
	Public Sector Undertakings/Government Depts./Banks	10	
4	**Constitution**	**10**	
	Sole Proprietorship firm	04	
	Partnership firm	06	
	Private Ltd. Company	08	
	Public Ltd. Company	10	
	Maximum Score	**50**	