

STATE BANK OF INDIA,
LOCAL HEAD OFFICE, BHUBANESWAR

E-Tendering

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELEMNT OF
PRIVATE SECURITY AGENCIES (PSA) FOR PROVIDING OUTSOURCED
SECURITY GUARDS (ARMED/UN-ARMED) (EX-SERVICEMEN/NON-EX-
SERVICEMEN)/EX-CAPF/FIREMEN/CONTROL ROOM OPERATOR IN THE
BRANCHES/OFFICES/RESIDENTIAL COMPLEX/OTHER INSTALLATIONS IN
SELECTED ZONES OF THE BANK IN THE STATE OF ODISHA THROUGH GeM
PORTAL**

**Circle Security Officer
Circle Security Department,
State Bank India, Local Head Office,
III/1, Pt. Jawaharlal Nehru Marg
Bhubaneswar, 751001**

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NOTICE INVITING RFP

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELEMNT OF PRIVATE SECURITY AGENCIES (PSA) FOR PROVIDING OUTSOURCED SECURITY GUARDS (ARMED/UN-ARMED) (EX-SERVICEMEN/NON-EX-SERVICEMEN)/EX-CAPF/FIREMEN/CONTROL ROOM OPERATOR IN THE BRANCHES/OFFICES/RESIDENTIAL COMPLEX/OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK IN THE STATE OF ODISHA THROUGH GeM PORTAL

State Bank of India (SBI), Local Head Office, Bhubaneswar (herein to referred to as “Bank”) invites RFP for the captioned work from the reputed Service Providers (Companies/Firms/Agencies) available on Government E-Marketplace (hereon, GeM/Gem) Portal for Guarding Service.

The other details of the RFP are as under:

| | | |
|----|---|--|
| 1. | RFP Reference | LHO BHUBANESWAR/SECURITY/2024/01 dated _____ |
| 2. | RFP issuance Date | |
| 2 | Name of Work | Notice inviting request for proposal (RFP) for Empanelment of Private Security Agencies (PSA) for providing outsourced security guards (Armed/Un-armed) (Ex-servicemen/Non-Ex-servicemen)/EX-CAPF/Firemen/Control room operator in the branches/offices/residential complex/other installations in selected zones of the bank in the state of Odisha through GeM portal. |
| 3 | Estimated Amount of Works (total cost of manpower for one year) | ₹60000000/- (Six crore only) |
| 4 | BID Processing Fees | Nil |
| 5 | Earnest Money Deposit (EMD) | ₹1200000/- (Twelve Lacs only) |
| 6 | Security Deposit | The successful bidder whose BID is accepted by the Bank shall be bound to deposit a sum equivalent to 10% of the estimated annual contract value of works as Performance Security Deposit in the form of FDR issued by any Nationalized/Scheduled Bank favoring “State Bank of India.” payable at Bhubaneswar. The Service Provider may choose to deposit the said Performance Security Deposit in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank other than SBI as per the Bank’s prescribed format. |
| 7 | Last Date & time of Submission of RFP Response (Closing Date) | As per GeM portal |

| | | |
|----|--|--|
| 8 | Eligibility Cum Technical Bid Opening Date | As per GeM portal |
| 9 | Date and Time of Online Financial BIDs | As per GeM portal |
| 10 | Validity for Offer (Minimum) | 180 days from the date of opening the BIDs. |
| 11 | Date of Commencement of Work | 30 days from the date of finalization of financial bid. |
| 12 | Penalty/Liquidated damages | As per relevant clause in the BID document |
| 13 | Period of Honoring Payment Certificate | 15 days from the date of receipt of bill (excluding Sunday and Public Holidays) |
| 14 | Insurance | As per insurance clause of the BID document |
| 15 | Work Distribution | a. The allocation of work will be allotted to L-1 bidder and if the multiple L-1 bidders have quoted the lowest allowed price, the contract shall be placed by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system. The selected L-1 bidder is required to communicate the acceptance of the offer in writing within 72 hours of the finalization of the bid , failing which his/their bid shall be cancelled without any notice and the next L-1 bidder will be selected through a Random Algorithm executed by GeM system without going for fresh tender. |
| 16 | Rejection Criteria | Conditional BIDs by Bidders. GeM advice and guidelines will be followed in this regard. |

- SBI reserves their rights to accept any or to reject all the BIDs in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
- Any Service Provider quoting abnormal / unrealistic rates or amount in the Price Bid shall be asked to submit the rate justifications for the same. The asking price is only for services charges as minimum wages (as further revised by Government) will be payable as per norms. In case of failure to submit / convince SBI may lead to debar from participation from the future BIDs of SBI, LHO, Bhubaneswar and his bid also be rejected.
- BID evaluation process and BID evaluation criteria are as per (As per **Annexure-H**)

- **In case of any queries/clarifications, Service Providers may contact Circle Security Officer on telephone no. 0674-2950063, email id: cso.lhobhu@sbi.co.in**

Note: The interested bidders are advised to keep on visiting Bank's website/ GeM Portal for any subsequent changes/corrigendum/additions/updates etc. for which there would be no press notification.

Sd/-

**Circle Security Officer
Circle Security Department,
State Bank India, Local Head Office,
III/1, Pt. Jawaharlal Nehru Marg
Bhubaneswar, 751001**

LETTER OF DECLARATION

(Scanned Copy of the document to be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder along with Technical Bid document)

BID DOCUMENTS FOR PROVIDING OUTSOURCED SECURITY GUARDS (ARMED/UN-ARMED) (EX-SERVICEMEN/NON-EX-SERVICEMEN)/EX-CAPF/FIREMEN/CONTROL ROOM OPERATOR IN THE BRANCHES/OFFICES/RESIDENTIAL COMPLEX/OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK IN THE STATE OF ODISHA THROUGH GeM PORTAL

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the BID for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the BID. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower basis mentioned in the attached schedule and in accordance with the schedule of instructions, scope of work and instruction in writing referred to in conditions of BID, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

| | | |
|---|----------------------|---|
| a | Description of work | Providing Outsourced Personnel at sites under SBI LHO BHUBANESWAR |
| b | Earnest Money | ₹1200000/- (Rupees Twelve Lacs only) |
| c | Validity of Contract | For an initial period of 02 year from the date of commencement of work. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions for a period not exceeding another 06 months subject to satisfactory performance. (Total -02 Years 06 months) |

2. Should this BID be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.
3. We understand that as per terms of this BID, the SBI may consider accepting our BID in part or completely or may entrust the captioned work. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this BID at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 44 of Terms & Conditions of this BID.

4. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period. Services charges so ascertained and agreed upon will be payable for the entire duration of the contract.
5. Further, we confirm that we are eligible to quote this BID. In case any information is found incorrect at any subsequent point of time, our BID may be annulled / rejected by SBI, including taking any action against us as deemed fit.
6. We, hereby, also undertake that, we will not raise any claim in the allocation of work by SBI, LHO, Bhubaneswar, which will be allotted to successful L1 bidder after the finalization of the bidding process.
7. We enclose herewith a Demand Draft/Pay Order for ₹12,00,000/- (Rupees Twelve lacs only) favoring State Bank of India payable at Bhubaneswar, towards Earnest Money Deposit, details of the same is as under:
 1. Demand Draft/Pay Order No.:
 2. Date of Demand Draft/Pay Order:
 3. Name of Issuing Bank & Branch:

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the BID and accept the same.

Signature of the Bidder With seal

INSTRUCTIONS TO THE BIDDER

1. Purpose:

FOR PROVIDING OUTSOURCED SECURITY GUARDS (ARMED/UN-ARMED) (EX-SERVICEMEN/NON-EX-SERVICEMEN)/EX-CAPF/FIREMEN/CONTROL ROOM OPERATOR IN THE BRANCHES/OFFICES/RESIDENTIAL COMPLEX/OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK IN THE STATE OF ODISHA THROUGH GeM PORTAL

Invitation:

The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this BID. The criteria and the actual process of evaluation and subsequent selection of the successful bidders will be entirely at Bank's discretion/as per GeM portal. The allocation of work will be allotted to L-1 bidder and if the multiple L-1 bidders have quoted the lowest allowed price, the contract shall be placed by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system. We seek proposals adhering to Bank's requirements outlined in this BID, from Bidders who are available on GeM Portal.

This BID Document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the BID process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

2. Eligibility Criteria:

Each of the following criteria should be fulfilled for further evaluation of technical bid. Not fulfilling any one of the criteria will result in rejection of bid:

1. The Applicant Private Security Agency should be Partnership Firm/Sole Proprietorship/ LLP or Private/Public Limited Company in India. PSA should have a certificate of Registration with Registrar of Companies or Registrar of Firms or Letter of Proprietorship, registered in India reputed for providing Security Guards (Armed/Unarmed) /Manpower for the past minimum 05 years. (Documentary Proof to be given).
2. The Private Security Agency should be compulsory registered with the Home Department, Government of **Odisha under PASARA Act**. The Registration Certificate should be valid at the time of applying for the tender. (Please attach a copy of Registration Certificate).
3. The Company should be in profit during the last 3 years. (Documentary Proof to be given)
4. PSA should have a registration License under of Shops & Establishment Act in Odisha State and has paid the taxes related to it. (Documentary Proof to be given)

5. Private Security Agency should also have all statutory registration like EPF, ESIC, PAN, Gratuity, GST etc. Documentary proof of all the registrations should also be provided.
6. Private Security Agency must have ESIC registration preferably in Odisha State.
7. Private Security Agency must have Employee Provident Fund (Central) registration preferably in Odisha State.
8. The PSA must have adequate infrastructure in terms of office, Field supervisors (Postal address to be given) in the State of Odisha. The presence of the Office should be there for **a minimum of 03 years** as on the date of the tender. Only **Registration certificate of Shops & Establishment** of Odisha State to be submitted for the proof of presence.
9. Private Security Agency should have Training Centre with qualified training staff or **tie up** with any training center in Odisha State for providing security training to contract security guards / supervisors. (Postal address and Documentary Proof to be given). The Training Centre should be established or tie up arrangement made at least **02 years** before the publication of this tender (Proof to be submitted).
10. The Private Security Agency should have a minimum of 200 guards on their payroll as on the date of publication of Tender Notice. (Documentary Proof to be given).
11. The Private Security Agency should have 5 years' experience providing Security Guards Services to minimum 4 Public/Private Sector Banks/PSUs/State PSU/Govt. Organizations with average annual deployment of 100 guards per month during last 5 years including 2 Public Sector Banks (Documentary Proof to be given).
12. Weightage will be given to the vendor in matrix for his empanelment with numbers of Public Sector Banks in last five years. (Proof to be submitted). The greater number of Banks he is empaneled and providing security guards some additional marks will be given in the matrix.
13. The Private Security Agency will submit the work satisfactory certificate **in the original** from their past client (duly issued by competent authority) and shown by them in the tender documents. The certificate should be for the work done during the last **Five years**.
14. It is mandatory for the vendor to submit **a work satisfactory certificate in the original of each client** where they are **currently empanelled** and shown by them in the tender documents. The work satisfaction certificate should be **from Zonal Office/ Regional Office** where they are providing the services, failing which their proposal will be rejected.
15. **Turn Over:** The Private Security Agency Average Annual financial turnover for **similar work** during the last 31st March 2024, (**For FY 2021-22; 2022-23; 2023-24**) should be at least **₹ 4.80 crore (Rupees Four Crore Eighty Lacs only)**

(Attested photocopies of the last 03 years ITRs and certificate from Chartered Accountant on his letter head showing Profit & Loss and turnover Statement. Should have audited balance sheet (Latest). If the 2023-24 Financial Statements of any bidder is unaudited, then Bank would consider the Audited Financial Statements of 2022-23 along with an undertaking letter from the bidder that the 2023-24 Statements are not audited. Additional supporting documents if required would be asked for, subsequently.

16. The applicant must have the PAN Number for Income Tax purpose and must submit attested copies of Income Tax Return for the last 3 years, FY: 2021-22; 2022-23; 2023-24 respectively.
17. The PSA should submit Solvency Certificate issued by a Scheduled Bank for ₹1.80 crore equivalent to 30% of the estimated annual amount of work as per the prescribed format as attached “**Annexure-6**“. The Solvency Certificate should not be older than 06 months as on date of submission.

Work Experience applicant: The eligibility criteria include the scope and nature of work, experience of PSA in the same field and financial soundness of PSA. The PSA should meet the following eligibility criteria: -

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 80% of the annual estimated cost.

Experience of having successfully completed similar works during last 05 years up to 30.09.2024 should be either of the following:

Single work order with one client of ₹4.80 Crore.

OR

Two work orders of ₹.3.00 Crore each.

OR

Three work orders of ₹. 2.4 Crore each

“**Similar work**” means providing armed and unarmed **guards** to any Central Government/ State Government / Government Educational Institutes / Research Institutes / Central PSUs / Central Autonomous Institute of National Importance at all India level etc. **Copy of work order and successful completion certificate must be provided.**

In case the work order and completion certificate are issued within five years and company is not providing services to the establishment. Then the photocopy of the completion certificate and work order to be verified by the authorized person of that establishment. The authorized person will share his contact details and email id.

In case the work is still going on, then work satisfactory certificate should be provided in original. Non submissions of completion certificate/ work satisfactory certificate will mean that the required amount of work has not been done or not satisfactorily done and the proposal will be rejected.

Note: The work order and work completion certificate related to the ATM caretakers will not be covered/ considered under guard category.

18. **The applicant(s) who are under arbitration/ litigation with our Bank or have been blacklisted/ de-listed/ de-panelled / discontinuation from services due to unsatisfactory services / practise / non-compliance of statutory requirement by any Central Government/ State Government / Government Educational Institutes / Research Institutes / Central PSUs / Central Autonomous Institute of National Importance at all India level during last FIVE YEARS will not be considered. A**

DECLARATION to be submitted on the Letter Head of the PSA duly signed by the Authorized Signatory only as per ANNEXURE-13. Application received without the Declaration will be summarily rejected.

19. EMD (Demand Draft amounting to ₹ 12.00 lacs to be submitted. (ANNEXURE-14). The NSIC/ MSME registered vendors are exempted from depositing EMD. Valid Registration Certificate in this regard should be attached with Technical Bid.

20. Conditional bids/offers will be summarily rejected.

ANNEXURE -C

| Sl. No. | PRE-QUALIFICATION OF MANDATORY REQUIREMENTS (Documents to be uploaded) | WHETHER COMPLIED | Enclosed as |
|----------------|---|-------------------------|--------------------|
| 1 | Copy of certificate of Registration with Registrar of Companies or Registrar of Firms or Letter of Proprietorship in support of constitution | YES / NO | Flag-A |
| 2 | List of office locations preferably in Bhubaneswar, Sambalpur, Balasore, Berhampur (more than 2 year) | YES / NO | Flag-B |
| 3 | Certified copy of latest GST return | YES / NO | Flag-C |
| 4 | Certified Copy of PAN and GSTIN | YES / NO | Flag-D |
| 5 | Whether applicant fulfills all mandatory statutory provisions (EPF, ESI etc.) | YES / NO | Flag-E |
| 6 | Last three years copies of audited profit and loss and Balance Sheet (for year 2021-22, 22-23, 23-24) along with auditor's note | YES / NO | Flag-F |
| 7 | Solvency Certificate of ₹1.80 crore issued by a scheduled bank not older than 06 months on date of submission | YES / NO | Flag-G |
| 8 | List of clients | YES / NO | Flag-H |
| 9 | Work executed with details required above during last 5 years along with order copy/contact copy /certificate of successful work cum satisfactory performance, from customers | YES / NO | Flag-I |
| 10 | Please enclose order copy/contract copy and certificate of successful work from State Bank of India in support of dealing with SBI as stipulated above. | YES / NO | Flag-J |
| 11 | Empanelment in minimum 4 Public/Private Sector Banks/PSUs/State PSU/Govt. Organizations including in 02 Public Sector Banks for the last five years. (as 30.09.24) | YES / NO | Flag-K |
| 12 | Copies of ISO Certification, if any | YES / NO | Flag-L |
| 13 | Minimum average audited annual turnover ₹ 4.80 Crore in last three years. | YES / NO | Flag-M |
| 14 | Minimum 200 Guards / Ex-Servicemen Guards on payroll (including 100 guards in Public Sector Banks) | YES / NO | Flag-N |
| 15 | Whether the enrolled guards are trained in Security and Fire Safety | YES / NO | Flag-O |
| 16 | Blacklisted/Disapproved from any Public Sector Banks. | YES / NO | Flag-P |
| 17 | Is there any dispute pertaining to business as rendered/ sought by you in court of law or any judicial authority | YES / NO | Flag-Q |

NOTE: The short listing of vendors will be done after scrutinizing and **verification of the documents, work carried out / product demonstration & Site Visits.**

3. Disclaimer:

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

This BID is neither an agreement nor an offer and is only an invitation by SBI to the interested parties for submission of bids. The purpose of this BID is to provide the Bidder(s) with information to assist the formulation of their proposals. This BID does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this BID and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this BID. Bank may in its absolute discretion, but without being under any obligation to do so, add all, amend or supplement, the information in this BID. No contractual obligation whatsoever shall arise from the BID process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

SBI reserves the right to accept or reject any bid/ offer received in part or in full, and to cancel the bidding process and reject all bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI on behalf of Bank's action. SBI reserves the right to reject any bid on security and / or other considerations without assigning any reason.

SBI reserves the right to cancel the entire bidding / procurement process at any stage without assigning any reason whatsoever.

The Bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Instructions to Bidder, Terms & Conditions of Contract, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this BID and is supplied solely as guidelines for Bidders. Furthermore, during the BID process, SBI is entitled to issue corrigendum to BID relevant to the Scope of Work. Nothing in this BID or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the BID or any addenda.

4. Clarifications & Amendments:

If deemed necessary, the SBI may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

5. Bid Integrity:

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

6. Format and Signing of Bid:

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
 - ii. All pages of the bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the BID document.
 - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - iv. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. SBI may at its discretion extend the bid submission date. The modified target date & time will be notified on the GeM portal.
- 7.** At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
- 8.** Any addendum/corrigendum as well as clarification thus issued shall be a part of the BID documents and it will be assumed that the information contained in the amendment would have been considered by the Bidder in its BID submission.
- 9.** Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available only on GeM Portal.
- 10.** The amendment will be binding on all bidders. SBI on behalf of Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through GeM Portal.
- 11.** The Service Provider shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related requirements for the work specified.

- 12.** The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Service Provider reserves the right to remove the personnel with prior permission of the Bank, except under emergencies / unavoidable circumstances.
- 13.** The Service Provider shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 14.** The Service Provider shall issue identity cards/ identification documents to all its employees.
- 15.** The personnel of the Service Provider shall not be the employees of the Bank and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 16.** The Service Provider shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
- 17.** No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
- 18.** The Technical Bid and the Price Bid will be opened as per the schedule given on GeM Portal.
- 19.** BIDs received after the due date and time is liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence/ complaint shall be entertained in this regard.
- 20.** The rate for service charges should be quoted in Indian Currency only. Minimum service charges will not be quoted below 3.85% of Basic + VDA+EPF for 26 days (as per prevailing rates of Central Govt. Labor Dept.). Monthly Service Charges for Watch and Ward Personnel shall also be same/ whichever be low (details of manpower requirement is as per Annexure- G).
- 21.** Please note that calculation of the rate of service charge will be based on 26 days/ month per Watch and Ward person (service charge in percentage terms as per one day's Basic, VDA and EPF component only for 26 days in a month. Each Outsourced Person will do 26 shift duties per month of 8 hours per day & remaining duty shall be done by reliever(s) arrangements. Reliever charges @ 1/6 of Basic+ VDA+ EPF will be payable to cover weekly off(s) and shall be paid only for round the clock duties where reliever/ substitute has been provided) quoted in the BID shall remain firm and valid for the contract period and any renewals, from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
- 22.** The rate quoted by the Bidder shall remain fixed and the firm will be required to provide

New Uniform (with company's name and logo/badge) including Seasonal Outfit, Shoes, Helmet, Belt, Hand Gloves, Raincoat, Personal Protective Equipment (s), Necessary Tools, Reliever's Uniform Charges, Training, Medical, Washing Allowance, Service Provider's profit and supervision charges, transportation charges.

- 23.** All statutory levies, applicable taxes, EPF, GST and any other existing or revised/new statutory components as per the Central Government instructions/ rules will be payable by the bank.
- 24.** The Bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
- 25.** Please note that it is bidder's responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
- 26.** The Bank shall not be bound to accept the lowest BID and reserves the right to accept or reject any or all the BIDs without assigning any reason whatsoever.
- 27.** No employee of SBI shall be engaged by the Service Provider, during the course of carrying out the works.
- 28.** If any bidder withdraws his BID before the said period or make any modifications in the original terms and conditions of the BID, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such BIDs.
- 29.** The Service Provider has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-Charge.
- 30.** If any of the labor employed by the Service Provider is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work anymore and the Bank reserves the rights to ask Service Providers for immediately removal such person(s) with suitable substitute immediately.
- 31.** The Service Provider has to submit the police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available, immediately.
- 32.** The staff deployed at site should be physically fit to handle the works detailed in the scope. The full biodata of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.
- 33.** No alterations or additions are to be made by the Service Providers to the BID document.

Violation of this instruction will attract rejection of the BID at the discretion of the SBI.

- 34.** All the parts of this BID document i.e. BID Notice, General Rules and Instructions to Bidders, Offer Letter, General Conditions of Contract, Annexure etc. shall constitute part of the contract document.
- 35.** The Service Provider shall follow such Act, Rules and Regulations of the Local Government Bodies, State/Central Government Labor Laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the Service Provider.
- 36.** The Service Provider shall take, at his own cost the necessary license from statutory authorities in respect of this work (as per PASARA Act, Private Security Agency Regulation Act 2005). The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, registration charges, etc., if any, shall be borne by the Service Provider.
- 37.** Statutory deduction towards Income Tax, GST, any other applicable taxes and any other Statutory Deductions as per the law prevalent will be made as per rules.
- 38.** The Service Provider alone shall be responsible to ensure making payment of “Prevailing Minimum Wages” and mandatory charges, as notified by Central Government of India, Ministry of Labor & Employment, to their labor directly in their Bank accounts and shall produce relevant documents to the Bank for verification every month along with their monthly bills failing which the bills of the Service Provider may not be paid.
- 39.** The Service Provider shall be bound to submit original challans and other documents with regard to payment of EPF/GST/any other Statutory Dues/ Compliances/ Pay-slip along with monthly bill to the Bank, failing which the bills of the Service Provider will not be entertained.
- 40.** No union formation is allowed.
- 41.** The Service Provider’s Branch head shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.
- 42.** The quantity for manpower mentioned in this BID is minimum indicative and not exhaustive. It shall, however, be sole responsibility of the Service Provider to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/ Bank/ owner i.e. Bank without any extra charge and within the accepted BID amount only.
- 43.** In case, any demand is raised by the Bank for providing additional manpower for any extra work/ activity other than those pertaining to the scope of work of the captioned contract, the Service Provider shall make arrangements for the same within reasonable time but not exceeding 4 days and cost thereof shall be paid by the Bank on the basis of rate quoted by

the bidder in the Price Bid.

44. The bidder will have to comply with and act as per the regulations and guidelines of Private Security Agencies (Regulation) Act, 2005.

GENERAL TERMS AND CONDITIONS

DEFINITIONS:

In the Tender Documents, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

‘The Contract’ means the documents forming the BID and acceptance thereof and the formal agreement executed between SBI and the Service Provider, together with the documents referred to therein including these conditions and other instructions issued by the Bank from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

‘Bank’ means State Bank of India, III/1, Local Head Office, Pandit Jawaharlal Nehru Marg, Bhubaneswar.

‘Competent Authority’ means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

‘The Service Provider or Service Providers’ means the firm, company or Agency engaged by the SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

“Outsourced Personnel’ person” means the employee of the Service Provider (including ex-servicemen of Indian Defense Force/ex-paramilitary personnel/ ex-CAPF/ ex-state Police Force) providing watch and ward services at the SBI Premises.

‘Site’ means State Bank of India Branches, Offices, establishments under SBI, LHO Bhubaneswar where the works are to be carried out.

‘Contract value’ means the value of the entire work as stipulated in the work order conveying acceptance of the BID subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

‘The schedule of quantity’ means the schedule of quantity as specified and forming part of this contract.

‘Works’ or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the Service Provider hereunder and

work to be done by the Service Provider under the contract.

‘**Month**’ means calendar month.

‘**Week**’ means seven consecutive days.

‘**Day**’ means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa.

3. LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

4. INSPECTION OF SITE:

The bidders are advised to inspect the sites before quoting their prices.

5. SERVICE PROVIDER TO INFORM HIMSELF FULLY:

The Service Provider shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the BID. In this regard, they will be given necessary information available with the Bank. If the Service Provider shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his BID, ascertain the particulars thereof by contacting the concerned officials before Bidding. Once the BID is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the Service Providers may contact security department, Local Head Office, at Pt. Jawaharlal Nehru Marg, Bhubaneswar.

6. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

7. SUFFICIENCY OF BID:

The Service Provider shall have deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his BID for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided,

cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

8. VALIDITY OF OFFER:

The bidder shall keep the offer open for a minimum period of 180 days from the date of opening of the offer within which period the bidder cannot withdraw their offer including the period being extended further, if so required, by mutual agreement from time to time. Any contravention of the above conditions will make the bidder liable for forfeiture of their Earnest Money Deposit.

9. PRE-BID MEETING:

- A Pre-Bid Meeting will be held online by TEAMS MEET on 22.10.2024 at 15:00 hrs., the link of which shall be provided in due course to the prospective bidders.
- Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the vendors. It is the responsibility of the vendor to check the website before final submission of bids.
- All vendors must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by vendor.
- At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Vendor, may modify the Bidding Document, by amendment/ corrigendum. In order to enable vendors reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

10. EARNEST MONEY DEPOSIT (EMD):

- a. An EMD of ₹12,00,000/- (Rupees Twelve Lacs only) per bidder by way of Demand Draft or Pay order in favour of 'State Bank of India' payable at Bhubaneswar must accompany and be attached outside the sealed envelopes of the Technical bid. The bids submitted in the consortium, shall be rejected without assigning any reasons whatsoever.
- b. EMD of unsuccessful bidders will be returned within a period of 60 (sixty) days from the date finalization of pre-qualification process, unless forfeited for non-compliance as provided in this Tender or the decision to abandon the bid process. In the case of successful bidders, the EMD amount will be returned only after submitting the Performance Security Deposit required to be deposited by the successful Service Bidder (s).

It is clarified that the EMD will not bear any interest whatsoever and this EMD amount shall be forfeited if the bidder:

- Withdraw bid during bid validity period, or
- Refuses to honour the price bid, Bank reserves the right to place order onto the bidder on prices quoted by them, or
- Been selected by the Bank for the job, the bidder (s) refuses to accept any contract or
- Having accepted the contract, fails to carry out its obligation mentioned therein,

- or
 - Refuses to submit Performance Security Deposit (FDR/BG) on finalization of contract
- c. The EMD would be exempted, in case of those bidders who are eligible for such exemption and registered under the related provisions of MSME/ NSIC and related guidelines/ instructions and such agencies must provide supporting documents to claim the above exemptions.

11. AWARD OF CONTRACT:

- a. The allocation of work will be allotted to L-1 bidder and if the multiple L-1 bidders have quoted the lowest allowed price, the contract shall be placed by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system. The selected **L-1 bidder is required to communicate the acceptance of the offer in writing within 72 hours of the finalization of the bid**, failing which his/their bid shall be cancelled without any notice and the next L-1 bidder will be selected through a Random Algorithm executed by GeM system without going for fresh tender.
- b. It is further clarified that if L-1 or any other successful bidder fails to provide necessary documents at the time of allotment of work order, as specified in this document, then such bidder(s) will be liable to get disqualified and the EMD of such bidder shall be forfeited. However, the rules of GeM portal in this regard will be final.
- c. The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the BIDs or part of BIDs without giving any reasons thereto with no cost to the SBI.
- d. The SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons thereof and the Service Provider shall have no right to make any representation for the same.

12. Signing of contract Documents

The successful Bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 15 days from the receipt of intimation of acceptance of the BID by the Bank. However, the written acceptance of the BIDs by the Bank will constitute a binding agreement between the Bank and successful Bidder whether such formal agreement is subsequently entered into or not.

13. WORK ORDER:

Within the validity period of the BID, the Bank shall issue a work order by registered post / courier or otherwise handover personally to the Service Provider to enter into an agreement for carrying out the work as per the terms of the BID. The work order shall constitute a binding

contract between the Bank and the Service Provider.

14. CONTRACT DOCUMENT:

On receipt of work order from the Bank, the successful Bidder shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The Service Provider shall be furnished one certified copy of the contract documents as may be forming part of the BID papers. None of these documents shall be used for any purpose other than that of this contract.

15. SECURITY DEPOSIT:

- i. The successful bidder shall submit a Performance Security Deposit for a sum equivalent to 10% of the estimated annual contract value in the form of FDR or BG. The FDR should be issued by any branch of State Bank of India in favour of “State Bank of India A/c: M/s _____ (Name of the Service Provider PSA)” payable at Bhubaneswar within fourteen days from the date of acceptance of the BID for due performance of the Contract. The said security shall be interest free.
- ii. The Service Provider may choose to deposit the Performance Security Deposit by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format as per Annexure-E. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of 4 (four) months from the last date of validity. The value of BG shall have to be renewed/resubmitted with fresh validity and claim period in case of renewal/extension of the Agreement.
- iii. The proceeds of the performance security shall be payable to SBI as compensation for any loss or damage resulting from the successful bidder’s failure to complete its obligations under and in accordance with the Agreement/Bid document.
- iv. Failure of the successful bidder to comply with the requirement of the Performance Security Deposit shall constitute sufficient grounds for annulment of the contract/agreement and forfeiture of the EMD, in which event the SBI may award the contract to the next best evaluated bidder or call for new bid. Any decision in this regard by the SBI shall be final, conclusive, and binding on the bidder(s).
- v. Incidental expenses of execution of the agreement or any other documents as well as the conditions stipulated in the agreement shall be strictly adhered to and any breach/violation thereof shall entail termination of the agreement without prejudice to the other right of the SBI including but not limited to the right to levy/impose and recover penalties as specified in this bid documents.

16. The Service Provider’s authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the Service Provider or for any loss or damage caused or occasioned by

himself, his agents or workmen in respect of the property of SBI, the Service Provider shall be personally responsible and shall make good the loss forthwith.

17. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI and the Service Provider each day on completion of work.
18. Without prejudice to any rights or remedies under this agreement if the Firm dissolves or gets wound-up, the Bank shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period the work may be distributed amongst the other Service Provider in the panel as per the proportion mentioned at page 15.

19. INSURANCE OF WORKS:

- Before taking up the work, the Service Provider shall, obtain and submit to the Bank, a third- party insurance policy covering all the Watch and Ward Personnel deployed at our premises, in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Bank and Service Provider with Bank's name appearing first. All employee/worker/persons should be adequately covered under the insurance for any type of accident / incidence.
- The Service Provider shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Service Provider shall, within 15 days from the date of work order, submit documentary evidence as required by the Bank in support of having obtained requisite insurance cover.
- No work shall be taken up by the Service Provider at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Service Provider on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

20. ASSIGNMENT, SUBLETTING AND SERVICE PROVIDER'S SUPERINTENDENCE:

- The whole of work included in the contract shall be carried out by the Service Provider and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank and no undertaking shall relieve the Service Provider from the

responsibility of the Service Provider from active superintendence of the work.

- In case of breach, the Bank shall be at liberty to serve notice and rescind the contract along with forfeiting of the Security deposit and invoke the bank guarantee / performance guarantee if required.

21. PROTECTION OF WORKS AND PROPERTY:

The Service Provider shall continuously protect the Bank's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the Service Provider fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, Bank reserves the right to invoke the security deposit as stated above to cover such losses.

The Service Provider shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The Service Provider shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Bank and the Service Provider.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

22. WAGES TO BE PAID:

The Bank will pay the Service Provider the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per actual manpower deployed for the Guarding works and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Bhubaneswar in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the BID and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Service Provider within the accepted BID amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the Service Provider and fully understood by him/ them. The Service Provider shall not be entitled for the payments for the quantities

beyond the Bided quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Bank shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the Security Watch and Ward Personnel and the break-up of same should be submitted by the Service Provider in their price bid:

- Basic Pay
- V D.A.
- EPF
- Any other statutory compliances (If and whenever applicable), as in detailed in price bid.

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff of the Service Provider. The Service Provider may like to add any other component as they may desire to the above list to have better staff.

The Service Provider shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The BIDs quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected / disqualified.

23. UNIFORM:

The Service Provider shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Raincoat Safety Belt, Hand Gloves, winter cloths etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to Service Provider by the Bank on this account.

24. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of monthly bills in respect of the captioned Contract shall be paid by the State Bank of India only after all documents as indicated below are submitted along with the bill:

- i. PF challan for the previous month.
- ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii. Wages/Salary amount credited in the Bank's account of individual,
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.

- v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
 - vi. EPF challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the EPF office.
 - vii. The statement should have the ESIC number of the staff, and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
25. The original wages register, signed by the Service Provider's employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, every month. Whenever under the contract any sum of money shall be recovered from, or payable by the Service Provider, the same shall be paid by the Service Provider on demand. The SBI may also deduct such amounts from any dues of the Service Provider, or from any sum which at any time there after becomes due to the Service Provider under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.
26. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the Service Provider to engage adequate number of workers, in that event, Service Provider has to reimburse to SBI, the extra cost involved on this account.

27. ADDITIONAL WORK:

Should any new areas of work transpire, which the Bank considers are not envisaged, as being part of this BID, the prices for the new scope of work shall be mutually decided and agreed upon between the Bank and the Service Provider based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

28. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Service Provider shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Bank as and when required by the Bank. The Service Provider shall produce all the relevant statutory documents for inspection by the Bank and the government authorities.

The Service Provider shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Bank and its Employees against such liabilities and / or claim arising out of violation of any

such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the Service Provider performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Bank against any legal actions arising there from.

29. OTHER COMPLIANCES:

The Service Provider should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the Service Providers to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the Service Provider at SBI site should have in possession Identity card issued by the Service Providers.
- The Payment slips should be issued by the Service Providers to the staff deputed on SBI premises.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

30. LOCAL LAWS, ACTS, REGULATIONS

The Service Provider shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The Service Providers shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Banks Liability Act 1938,
- Industrial Disputes Act 1947

The Service Provider 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 the said acts, to or on behalf of any workmen employed by the Service Provider by an authority empowered under the relevant Act.

Any cost incurred by SBI 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 Service Provider or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India or may be recovered by the Bank from the Service Provider.

The Service Provider 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 Service Provider for this contract.

31. CONTRACT PERIOD:

- The work shall be awarded for an initial period of two years from the date of commencement of the work. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions for a period not exceeding another six months subject to satisfactory performance.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Service Provider.
- If the Service Provider fails to perform any of its duties under this agreement and if the Bank is dissatisfied with the services of the Service Provider during the contract period or extended period of service, the Bank may terminate the services of the Service Provider, by issuing one month's notice in writing.

32. DISMISSAL OF OUTSOURCED PERSONNEL

The Service Provider shall on the request of the Bank immediately dismiss from works any person deputed thereon by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of their officer or employee. The Service Provider shall take necessary steps as per law in such situations. Any loss or damages caused to bank shall be recovered from the agency concerned.

33. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBI or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;

- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d. Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (Forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure.
- ii. The nature and extent of the event of Force Majeure.
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

34. ACCIDENTS:

The Service Provider shall immediately on occurrence of any accident during carrying out the work report such accident to the Bank. The Service Provider shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The Service Provider shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized person of State Bank of India immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the State Bank of India. In addition, the Service Provider to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

35. LABOUR:

- i. The Service Provider shall employ suitable Manpower (Ex-serviceman and Non-Ex-serviceman) to carry out the respective work to the satisfaction of the Bank.
- ii. The Service Provider shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of Manpower employed in carrying out various works / activities.
- iii. The Service Provider shall submit on every month to the SBI a statement showing in

respect of the preceding month:

- (a) The number of Manpower employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened, and the extent of damage and injury caused by them.
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The Service Provider shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The Service Provider shall furnish necessary returns to the authority through Bank.
 - v. The minimum age of the Manpower employed shall not be below 18 years.
 - vi. The Service Provider should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
 - vii. Both in respect of EPF the Service Provider shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourer's engaged by him.
 - viii. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
 - ix. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
 - x. The Service Provider is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
 - xi. The Service Provider shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
 - xii. The Service Provider shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for Watch and Ward (without arms)/ Watch and Ward (with arms), whichever is applicable.
 - xiii. The Service Provider shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
 - xiv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will not be allowed.
 - xv. The staff/workers employed by the Service Provider shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of

- the workers engaged shall be such that they maintain the dignity of the office at all times and any incident of mobilization or indecency is noticed at the workplace bank shall have the right for asking replacement of such workers employed by the Service Provider.
- xvi. The Service Provider shall make arrangements and ensure the round the clock (24x7) availability of personnel at the respective Sites to perform their duties and other obligations as prescribed under this tender.
- xvii. There shall be no employer-employee relationship between the Bank and the personal engaged by the Service Provider. The persons engaged by the Contractor's shall not have any claim for employment or absorption in the Bank in whatsoever and howsoever/manner or in any connection therewith against the Bank now or at a future date. The persons engaged by the Contractor/Service Provider shall be the employee of the contractor only and not of the Bank.
- xviii. The Service Provider shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other Labour laws/ statutory laws statute in force in this regard.

36. TERMINATION:

- (a) Bank shall be at liberty to terminate the contract by issuing one month's notice to the Service Provider without assigning any reason whatsoever. Bank shall not pay any claim /compensation to Service Provider for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the Service Provider or abandoning the work, the State Bank of India shall have the right to terminate the contract forthwith and rearrange the work through other agencies at Service Provider's risk, cost and consequences and under such circumstances, the security deposit paid by the Service Provider shall stand forfeited, besides any other action deemed fit including de-paneling the Service Provider or debarring them in future Bidding process.
- (c) Notwithstanding anything contain elsewhere in this tender documents/annexure, the Bank shall reserve its right to terminate/cancel the tender process/execution of SLA/agreement at any stage without assigning any reasons whatsoever as it deems fit, and the Bank shall not be liable to pay compensation to anyone in such case

37. INDEMNITY BOND:

- Service Provider shall sign an Indemnity Bond in an approved format as per Annexure-F before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to non-adherence to safety codes, non-following the standard work procedures and for violating rules and regulations for which the Service Provider shall be solely responsible.
- In case of any damage to property by the Service Provider, Bank shall have the right to recover the cost of such damages from payments due to the Service Provider and decision

of the Bank shall be binding on the Service Provider.

- If the Service Provider fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the Service Provider fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the Bank shall have the right to take corrective steps at the risk and cost of the Service Provider after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the Service Provider shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

38. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise is relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to sole Arbitrator appointed by the Deputy General Manager & CDO, SBI, LHO, Bhubaneswar and the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time shall be applicable to such proceeding. The Service Provider has no objection to any such appointment to the effect that the Arbitrator so appointed is the Bank's own officer. The award of the arbitrator so appointed shall be final and binding on both the parties in regard to such disputes or differences. The arbitration proceedings shall take place at Bhubaneswar and in English language only.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Bhubaneswar/Cuttack only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, LHO, Bhubaneswar** or any person for anything that is done in good faith or intended to be done in pursuance of BID.

39. FORECLOSURE OF CONTRACT IN FULL OR INPART:

If at any time after acceptance of the BID, the Bank decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Service Provider in writing to that effect and the Service Provider shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Service Provider shall be paid at the contract rates for works executed at site.

40. PRICES:

The amount quoted and accepted will be binding on the Bidder. In case of any change in GST or introduction of any new tax due to Statutory Act of the Government after the date of submission of BIDs and during the BID period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the BID. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the BID. For claiming the additional cost on account of the increase in tax structure, the Bidder should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBI and can also claim the same in the invoice. Bid amount should only reflect the monthly charges, & other statutory amounts will be payable as per law.

41. INSOLVENCY:

The competent authority of the State Bank of India may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say:

- i) If the Service Provider being an individual or if firm, any partner in the Service Provider's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the Service Provider being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the Service Provider commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the Service Provider shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

42. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of BIDs, and recommendations for the award of a contract shall not be disclosed to Bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the Bidder to influence the SBI in the SBI bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidder's bid.

43. CORRUPT OR FRAUDULENT PRACTICES:

- a. The SBI as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.
- b. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- c. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Bidder (prior to or after BID submission) designed to establish BID prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
- d. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the SBI, designed to establish BID prices at artificial, non-competitive level.
- e. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- f. The SBI will reject a BID for award if it determines that the Bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- g. The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

44. PENALTIES /LIQUIDATED DAMAGES:

- a. The Service Provider shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 7th of every month, failing which penalty equivalent to

one-day salary (Basic + DA) per delayed day shall be credited by the Service Provider into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the Service Provider is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months, then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encased. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Service Provider. Also, if Service Provider failed to make payment of Watch and Ward person's salary for one month then contract will be terminated.

- b. The Service Provider has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required numbers of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- c. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Service Provider failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Service Provider or that may become due to the Service Provider under this or any other contract or from the security deposit or may be demanded from the Service Provider to be paid within seven days to the credit of the SBI.

45. PRICE VARIATION CLAUSE: service charges

Price variation for service charges and uniform rates: - Please note that all rates (service charges and uniform rates) quoted by the Service Provider shall remain fixed and valid for period of contract and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, Service Provider has to take due care on this account while quoting the rates.

The SBI may consider renewal of contract for a period not exceeding six months on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the Service Provider are found satisfactory. However, renewal of contract is discretion of the Bank and the Service Provider shall have no right to claim for the same.

46. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of two years from the date of commencement of work. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions for a period not exceeding another six months, subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBI shall have the right to terminate the contract

forth with at any time in addition to forfeiting the performance security amount deposited by the Service Provider and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBI.

47. ASSIGNMENT AND SUBLETTING:

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

48. SEXUAL HARASSMENT:

The Service Provider shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Service Provider and the Service Provider shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the Service Provider shall be taken cognizance of by the State Bank of India (SBI).
- iii. The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the Service Provider is proved.
- iv. The Service Provider shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

49. NON-DISCLOSURE:

The Service Provider shall not disclose directly or indirectly any information, materials and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Service Provider during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Service Provider shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Service Provider shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Service Provider shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Service Provider’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

CONDITIONS WHICH SHALL FORM AN INTEGRAL PART OF THE CONTRACT

1. The bidder will be responsible for Providing Guarding Services at SBI, LHO Bhubaneswar, Office Establishments, residential complexes and other branches, offices in the state of Odisha.
2. The Service Provider will be responsible for police verification of security Watch and Ward Personnel being deployed with the Bank.
3. The Service Provider will be responsible for random & surprise checks on Watch and Ward Personnel at said premises.
4. The Service Provider to submit bifurcation of wages paid statement showing Basic, PF, ESI, etc. as per law, every month.
5. The Watch and Ward Personnel shall perform 8 hourly duties in shifts with full alertness. In any case, the hours of work shall not be more than the statutory limits.
6. The Watch and Ward Personnel shall report on duty on time, well-groomed and properly dressed.
7. While on duty, the Watch and Ward Personnel shall not be under the influence of liquor or engage himself in unnecessary conversation or divert his attention away from duties.
8. The Watch and Ward Personnel shall be polite and courteous to Bank Staff/customers visiting the sites
9. **FUNCTION & RESPONSIBILITIES OF SECURITY WATCH AND WARD PERSONNEL- TO BE ARRANGED BY THE SERVICE PROVIDER:**
 - Protect and safeguard Bank's building and property, vehicles, etc. of its occupants/ persons occupying the flats. Prevent thefts, pilferage of the property of the Bank and occupants of its flats/guest houses.
 - Maintain record of visitors in the register and check identity cards of all personnel and allow entry to authorized personnel only.
 - Ensure that, personnel are entering through the approved entrances and check that the visitors go to the approved places only.
 - Control vehicle movement and maintain proper access including orderly parking of vehicles.
 - Check that materials going out of the gates are covered by proper authorization/ Gate Pass and recorded in appropriate registers. Also keep records of all materials coming in including diesel and tripping of DB/ DG Set, stoppages etc.
 - Carry out patrolling of the area of responsibility. Be alert and observant of any breach of peace and discipline.

- To deal with anti-social, rowdy elements and remove them from the site as per the instructions of Supervisors.
- In case of riots, natural calamity, civil commotion, he will assist in establishing Law and order and evacuation.
- In case of fire/explosion, he will act as a member of auxiliary firefighting squad and carry out crowd control, rescue and salvages operation.
- In case of crimes and theft, assist local police in investigation.
- Ensure that no sabotage attempt is made to the building of the Bank by any kind of act. Further ensure that no theft, pilferage, etc takes place in the said premises.

10. OTHER TERMS & CONDITIONS FOR WATCH AND WARD PERSONNEL- TO BE PROVIDED / ARRANGED BY THE SERVICE PROVIDER-

a) Attribute: -

He shall be honest, obedient, loyal & physically and mentally alert. He shall be disciplined and shall obey instructions in letter and spirit.

b) Uniforms: -

Service Provider shall provide a minimum of two sets of Terry Cot Uniforms of approved shade, Black Shoes, Woolen Jersey for winter, Raincoat, Beret Cap and other accrements and ensure that the turnout of Watch and Ward personnel is excellent all the time. They will not be uniforms similar to police, military, paramilitary forces.

c) Manpower: -

The Service Provider shall provide the Bank the number of security Watch and Ward Personnel in different sites. Service Provider will make provision for leave absenteeism due to any reason.

d) Discipline: -

In case contract security Watch and Ward Personnel while on duty, are involved in irresponsible action, insubordination, dishonesty, intoxication, sleeping on duty, the Bank shall ask the Service Provider to replace such person, and the Service Provider shall have to provide replacement immediately, not later than 24 hours.

e) Training: -

Basic Training shall be imparted by the Service Provider before placing them on duty. The Watch and Ward personnel shall be fully conversant with the use of fire extinguishers in order to take prompt action in case of fire incident.

11. NO DEVIATION IN COMMERCIAL TERMS & CONDITIONS OF CONTRACT SHALL BE ALLOWED. IF ANY SUCH DEVIATIONS ARE FOUND SUCH

BID/QUOTATION SHALL BE LIABLE FOR REJECTION.

12. At his own expenses and prior to submitting his BID, each Bidder shall visit the site and determine the no. of security personnel required and familiarize himself with all central, state and local laws, rules and regulations.
13. The security personnel of the agency/company have to fulfill the following responsibilities:
- i) Shall be responsible for all security measures and arrangements to safeguard the movable and immovable property.
 - ii) Exercising strict vigilance for protecting the property and assets from damage, loss, destruction, burglary & theft.
 - iii) Opening of locks of premises at commencement of office & applying the locks when the office closes.
 - iv) Prevention of unauthorized entry of personnel including all types of outside Service Providers in the premises. Getting the particulars of visitors entered in the relevant register.
 - v) Round the clock patrolling of scheduled specified area (as per Bank requirement).
 - vi) Access control, checking of vehicles.
 - vii) Fire fighting in case of emergency.
 - viii) Any other work assigned to him by the competent authority.

It is also expected that the agency will make adequate arrangement for supervision to ensure efficient discharge of the duty by the personnel deployed. The contact details of the supervisor should be made available to the Bank. Further, wherever, more than one Watch and Ward person is deployed in a shift, one Watch and Ward person should be nominated as shift in-charge who will be responsible for the efficient discharge of duty by all the personnel in that shift. The security personnel of the security agency/ company must be fully equipped with proper uniform including winter and rainy season kit, lathis, torch, whistle etc.

14. The agency/ company will abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be reasonable and accountable for breach of violation of any of the provisions of any act, rules, Regulations, notification, Circulars issued from time to time by the Govt. of India or State Government. The agency/ company shall provide an undertaking to this effect prior to the commencement of the job and indemnify State Bank of India, Local Head Office, Bhubaneswar against any breach of statutes/ law etc.
15. In the event of revision of minimum wages by the Appropriate Govt. Authority, the minimum wages so revised will become payable from the date it is revised during operation of the contract.
16. The security agency/company will ensure that its staff will not at any time divulge/make known any trust information or other matters relating to these affairs of State Bank of India.
17. The security agency/company will ensure that the physical standards for the Watch and

Ward Personnel should be as per Private Security Agency Regulations Act 2005. Minimum age of the security personnel should be 18 years and maximum 45 years. It is also mandatory for the Agency to have character and antecedents of the Watch and Ward Personnel verified as per the Act, 2005.

18. The security personnel of the agency/company must carry proper photo identity card and name plate.
19. The agency/company will ensure that all its personnel are properly trained to carry out their duties.
20. In case of negligence, dereliction of duty, disorderly behavior, other misconduct by the security personnel of the security agency/company, the agency/company will take proper disciplinary action against such personnel.
21. The agency/company will ensure timely payment of wages to its personnel.
22. The agency/company will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding for the payment to the State Bank of India.
23. The agency/company will provide additional manpower in any number within reasonable time but not exceeding 7 days, if so required, on the written requisition of State Bank of India, on pro-rata basis.
24. The agency/company will execute the jobs undertaken by it directly and with its own resources and will not give out any part of the assignment on the subcontract.
25. State Bank of India has the right to decrease the manpower of any site after giving one-month notice in writing.
26. Compensation package: In the event of failure/inability to provide security personnel as per deployment plan / requirement, State Bank of India may deduct 5% of the monthly invoiced value of the respective site apart from deducting the daily wages for each day absence of the number of security personnel.
27. Agency/Company to have full control over the workers engaged by them and take decision on the number of workers working on their working time. Bank shall specify the services and the quality only.
28. Agency/Company should be made responsible to attend to all complaints / requirements within the purview of the contract.
29. Agency/Company shall also be responsible for payment of wages and dues to their workers and Agency/Company would be liable for any liability arising out of violation of any law, local, state or control.

30. Agency/Company shall also be responsible to pay rates and wages and observe hours of work and conditions of employment as prescribed under the Minimum Wages Act (Central Govt.), Employee PF Act, etc. It shall also be the responsibility of the Agency/Company to ensure that his directions are carried out by the persons employed by him.
31. The firm should be in possession of license issued by Govt. of Odisha as per Private Security Agencies Act, 2005, failure which, the services of the firm may be discontinued without any notice.
32. Agency/Company shall indemnify the Bank against any penalties/claims for any default on his part.
33. Agency/Company shall be responsible for any loss due to theft/pilferage/damage of Bank's property when such losses are caused due to negligence or carelessness or any fault on the part of the Agency/Company or any of his employees and also liable to pay to the Bank such amount of loss as may be assessed. (The Bank's representative designated to assess damages should be specified along with amounts of penalty/lapses).
34. Agency/Company shall accept and bear full and exclusive liability for the payment of any or all taxes in force or hereinafter imposed, increased or revised from time to time by the Centre/State Government or any other authority with respect to or covered by wages, salary or other compensation paid or payable to persons employed by him.
35. Agency/Company shall fully comply with all applicable laws and rules and regulations including the payment of provident fund contributions, payment of Bonus Act, Workmen Compensation Act and/or such of the acts or laws or regulations passed by any Central/State Government, Municipal Authority including TDS as per the IT Act.
36. Agency / Company shall be responsible for proper maintenance of all registers, records and account so far as they relate to compliance of any statutory provisions/obligations.
37. Agency/Company shall bind himself / executors or administrators and shall indemnify the Bank against all claims, damages, proceedings, costs or any expenses whatsoever may be imposed, enforced or brought against the Bank or any of its directors or employees for reasons or consequent upon any breach or default on the part of the Agency/Company in respect of violation of any provisions of law/act/rule/regulations having the force of law.
38. Agency/Company shall be responsible for all the claims of his employees and the employees will not make any claim whatsoever against the Bank. The Agency / Company's workmen will not have any right whatsoever or absorption in the Bank.
39. Agency/Company shall obtain adequate insurance policy in respect of the workmen engaged by him for the work towards meeting the liability of compensation arising out of death, injury, disablement etc.

40. Agency/Company shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure uninterrupted services to the Bank on all days.
41. Contract will come to an end by efflux of time or earlier by one month's notice at the option of the Bank. If during the currency of the contract, any Government notification prohibits engagement of the contract labour for the purpose for which the Agency/Company has been engaged, the contract will come to an end forthwith and no compensation will be paid to the Agency/Company.

SERVICE LEVEL AGREEMENT
FOR PROVIDING OUTSOURCED SECURITY GUARDS (ARMED/UN-ARMED)
(EX-SERVICEMEN/NON-EX-SERVICEMEN)/EX-CAPF/FIREMEN/CONTROL
ROOM OPERATOR IN THE BRANCHES/OFFICES/RESIDENTIAL
COMPLEX/OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK IN
THE STATE OF ODISHA

This Agreement is made on theDay of.....20.....

By and between

STATE BANK OF INDIA, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai and one of its offices amongst other places at SBI, LHO, Bhubaneswar, represented by its hereinafter referred as the “Bank” unless repugnant to the context means its successor, transferee, assigns etc., on one part.

AND

M/s..... (Name of the Service Provider), a company incorporated under the Companies Act, 2013 having its registered office at, represented by its Managing Director, Mr., duly authorized by the Resolution dated of the Board of Directors of the Company to sign and execute the this agreement, hereinafter referred to as “Service Provider” (Which term shall unless repugnant to the context means its successors and permitted assignees) on the other part.

WHEREAS:

The Bank is desirous of entering into the contract for providing **Comprehensive Outsourced services with/without arms** at its various Branches/Offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs in Odisha under SBI, LHO, Bhubaneswar. This agreement is purely an agreement for providing Outsourced services with/without arms and not any agreement for hire of contract labour.

WHEREAS:

The Service Provider has represented to the Bank that it has the necessary expertise and infrastructure including trained personnel to undertake comprehensive Outsourced services with/without arms for the Bank and requests for entering into a contract for providing comprehensive Outsourced services with/without arms for the Bank w.e.f. as per requirement of the Bank.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF SERVICES:

The Service Provider shall agree and provide watch and ward services during the entire period of contract, upon specific request by the Bank for and on behalf of offices, which may include

its Branches/offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs etc. Such services as are described in this Agreement including those set forth in Charter of Duties attached as **Annexure-1** and made a part hereof, from time to time during the subsistence of this agreement. The Bank may elect to add or amend the agreement of Schedule thereof, which addition or amendment shall be in writing/e-mail containing duly signed scanned copy of letter from authorized person of Bank. Schedules which have been superseded or amended shall remain attached to this Agreement for reference purposes only.

2. EFFECTIVE DATE:

2.1 . This Agreement shall be effective for a period of two (02) year from and shall terminate on, unless extended/renewed for further period(s) by executing a fresh agreement at same rate and terms and conditions subject to satisfactory performance of the Service Provider. It is clarified that the decision in respect of renewal/non-renewal of the agreement solely rest with the Bank and the decision of the Bank in this respect shall be final and binding on the Service Provider.

2.2 . If the Service Provider fails to perform any of its duties under this agreement and if the Bank is dissatisfied with the services of the Service Provider during the contract period or extended period of service, the Bank may terminate the services of the Service Provider, by issuing 30 days' notice in writing.

3. SECURITY DEPOSIT:

The Service Provider shall submit Performance Security Deposit for a sum equivalent to 10% of the estimated annual contract value in the form of FDR or BG. The FDR to be issued by any branch of State Bank of India in favour of "State Bank of India", A/c. M/s..... (Name of the Service Provider Company) or by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in favour of SBI, Local Head Office, Bhubaneswar in the format as per **Annexure- E** of the BID Document, which the Bank would be entitled to adjust in case of default of any clauses of the present agreement. The Bank guarantee shall be valid for initial period of two (02) year from the commencement of the contract and should contain a claim period of 6 (six) months from the last date of validity, which shall be further renewed/resubmitted with fresh validity and claim period in case of renewal/extension of the Agreement.

4. TERMS:

4.1 This Agreement shall remain in force for the initial period of two (02) years which can be extended for further period of six (06) month at the discretion of the Bank, unless terminated earlier by either of the parties.

4.2 The Bank shall be at liberty to terminate this Agreement with or without assigning any reason thereto, on giving not less than 30 days prior written notice of the intention to do so, to the other party. Notwithstanding what is stated hereinabove, the Agreement shall, unless earlier terminated, continue to be operative in full force and effect even after the expiry of 2 year on a month-to-month basis until renewed or terminated by written notice. During such continuation of the Agreement, the terms and conditions herein recorded and any changes made by SBI in any clause (or any new clause introduced or any existing clause deleted) during the contract through official (writing/e-mail containing duly signed scanned copy of letter) correspondences shall be valid, subsisting and shall remain binding upon both parties.

4.3 . The service provider has to submit an UNDERTAKING to the Bank in the form of Indemnity on ₹100/- Non-judicial stamp paper at the time of agreement (as per attached format given at **Annexure-7**).

5. WORK ORDER, BILLING & PAYMENT:

5.1 **Work Order:** The work order for providing Outsourced Personnel will be placed to the selected SERVICE PROVIDER by concerned Branches/offices/ establishments/ Residential complexes/ Guest houses/ BPRITs under their control as per terms & conditions of contract. The work will have to be executed within 10 days.

5.2 . **Payment:** All Bills should be submitted on Service Provider's own official letter head to the Bank after all type of dues are deposited for the services rendered during the preceding month as per Bill Format given at (**Annexure-2**), Attendance Sheet (**Annexure-4**) along with Salary Slips (**Annexure-3**) of all employees for each month. The Bank will not entertain bills for services provided for the periods prior to the preceding month. The Bank shall not be liable to pay any interest for the delayed period. While paying the salary and other dues it is advised to pay separately for the persons engaged at SBI Premises without combining it with the personnel engaged to provide service to other organization by the Service Provider.

5.3 . Salary calculation and components of salary are given in **Annexure-5** (to be rounded off in whole rupee as per calculation). The rates stated (are subject to change during the term of this agreement, as per Minimum Wages notified by the Govt. of India, Ministry of Labour from time to time. The rates for any new or additional service will be discussed and mutually agreed. Such rate will be fixed by exchange of official letters/e-mail containing duly signed scanned copy of letters (both will be treated equally as official communications) and will form a part of this Agreement.

5.4 . The Service Provider should submit all authorized persons details (related to Outsourced service) including their official e-mail containing duly signed scanned copy of letter ID and mobile nos. as per the Biodata format given in **Annexure-8**.

5.5 . Whenever any clarification/communication is requested/asked via e-mail containing duly signed scanned copy of letter the Service Provider must send reply to that e-mail containing duly signed scanned copy of letter within 48 hours.

5.6 The details of monthly statement of EPF & ESI and other statutory/mandatory dues submitted by the Service Provider (duty done by each personnel basis) should be submitted along with the bill of same month separately for Area category A, B & C.

5.7 . The monthly salary slip should be provided to every personnel engaged at SBI Premises on or before 15 days of succeeding month, as per format given in **Annexure-2**. A copy of the same should also be attached along with the monthly bills to the concerned office of SBI.

5.8 . Any amount outstanding from the Bank against bills submitted in relation to services provided for more than ninety (90) days must be advised in writing to the Bank for resolution.

5.9 . The attendance sheet attached with bills should be as per **Annexure-4** and signed by the following officials:

- (a) Branch Manager/Designated Officer of the respective SBI premises.

(b) Service Provider's Representative.

5.10 . All the statutory obligations as laid down with reference to the Service Provider or its personnel should be fulfilled by the Service Provider, in terms of the relevant acts/rules/laws/guidelines laid down by the Central Labour Department and/ or any other Statutory Authority from time to time. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act i.e. Contract Labour (Regulation & Abolition) Act-1970, Minimum Wages Act-1948, Workmen's Compensation Act-1923, Payment of Wages Act-1936, EPF Act-1952, ESIC Act-1948 , Employer's Liability Act-1938, Employment of Children Act-1938, Maternity Benefits Act-1961, Bonus Act-1965 and any other relevant Rules/ Regulations/Acts/ Statutes etc. that may be applicable with regard to the Outsourced Personnel engaged by them. The above list is indicative and not exhaustive. It will be the responsibility of the Service Provider to provide details of manpower deployed by them to the Labour Department and SBI.

5.11 The Outsourced Personnel should be physically fit and mentally alert. Minimum age of the said security personnel should be 18 years and maximum 45 years at the time of initial deployment and should be in good health. Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the Service Provider) the Service Provider and report should be submitted to SBI prior to deployment without fail, to avoid penalty.

5.12 The Outsourced Personnel should be minimum 8th Std. and full knowledge of local language and minimum working knowledge of Hindi language.

5.13 Indemnity Bond in respect of all the personnel engaged as per format provided by SBI as per Annexure-F of the Bid document will have to be submitted by the Service Provider at the time of signing of this Contract.

5.14 Police Verification of Character and Antecedents of all the personnel of the Service Provider engaged at the Bank's Premises, will have to be obtained by the Service Provider and submitted to the Bank on demand. A certificate in this regard shall be submitted by the agency while deploying a new Outsourced Person.

5.15 An Identity Card, duly approved by the Bank, should be issued by the Service Provider to each personnel engaged at the Bank's Premises.

5.16 Letter of fidelity has to be signed by every personnel of the Service Provider who are engaged at the Bank's Premises. These should be submitted to the Bank by the Service Provider before commencement of the work. Format of declaration to be submitted by the Outsourced Personnel is given in **Annexure-9**.

5.17 All engaged personnel at all the SBI locations / Offices should be changed over /rotated periodically. It should be kept in mind that the site distance should not be more than 20 km from the home address of the personnel.

5.18 The payments to the Service Provider shall be on a monthly payment basis, upon production of Bill(s) in triplicate, along with supporting documents giving proof of work/duties performed by each personnel separately for Area category A, B & C as hereunder:

- i) Bill as per format provided by SBI for actual duties as authorized by Bank,
- ii) Bank Receipts as proof of wages credited in the Savings Bank a/c of the Outsourced Personnel.

- iii) Salary Statements of all persons engaged at SBI Offices.
- iv) Taxes, EPF & ESIC Receipt/token receipt of billing month.
- v) EPF & ESIC contribution details for billing month.
- vi) Original Attendance sheet duly certified by respective designated official of Office/Branch/ Other establishment as per **Annexure-4**.
- vii) All fields of all the formats those are attached along with the Monthly Bill must be completely filled.

5.19 Bank will deduct income tax at source and all other taxes, duties as applicable from time to time from amount payable to the SERVICE PROVIDER. Accessories like (as per requirement per site) baton, whistle, torch with batteries, umbrella etc. will have to be provided by the Service Provider(s) for personnel engaged at the Banks Premises from their own resources once in a year.

5.20 Bank shall make only the statutory/mandatory payments of the following heads. Payment on any other head will NOT be made by the Bank. However GST, as applicable, will be paid by the Bank:

I. Minimum Wages as notified by the Ministry of Labour, Government of India from time to time.

II. VDA as notified by the Ministry of Labour, Government of India from time to time.

III. Minimum statutory EPF contribution (Administrative charges and insurance shall be borne by the Service Provider)

IV. Minimum Statutory ESIC contribution, if applicable.

V. Minimum Statutory contribution towards Labour Well-fare Fund.

VI. Pay for the personnel actually performs duty for three National Holidays in a year.

While Item Nos. I to VI will be reviewed as and when there is a statutory change.

However, Service Charge quoted per person per month will remain fixed for the period of the contract.

Each Outsourced Person will do 26 shift duties per month of 8 hours per day & remaining duty shall be done by reliever(s). An undertaking to be submitted by the Service Provider to this effect.

5.21 The Bank will not pay any extra allowances to the SERVICE PROVIDER towards uniform (summer/ winter), shoes, raincoat, sweater, jacket and any other related expenditure while performance of security duties as mentioned at 'charter of duties and responsibilities of Outsourced Personnel. The SERVICE PROVIDER has to issue to its Outsourced Personnel, two sets of summer uniforms & one pair of shoes-once in a year, one set of winter uniform-once in two years. Apart from these, a raincoat, a jacket & a sweater-once in two years and 1 baton, 1 whistle, 1 torchlight with batteries and identity card are required to be provided to Outsourced Personnel by the SERVICE PROVIDER. Further, one (1) Training cost to each Outsourced Person once a year, cost of various registers maintained at site, charges of deputing site for daily checking of Outsourced Personnel deployed at sites, Service Provider's Office expenses etc. have to be borne by the Service Provider

5.22 The Bank will not pay any extra allowances and/or wages for Duty Checking by the Service Provider's representative as mentioned at clause 2 (XX) of the 'Charter of duties and responsibilities of Outsourced Personnel.

6. WORK POLICY:

6.1 The Service Provider agrees to put in its best efforts to meet the Bank's assigned deadlines and standards as applicable to avoid penalty.

6.2 The Service Provider shall not, knowingly or unknowingly, engage any person with criminal record/conviction or any person who participates in a pre-trial diversion program, and any such person shall be barred from participating directly or indirectly in providing the services under the Agreement. Police verification of all the personnel engaged by the Service Provider should be arranged and confirmed to the Bank in writing. If it is later found that the Service Provider had employed any person with criminal record or prior conviction, the Banks shall have the option to terminate the contract, including claiming damages for losses suffered, if any.

6.3 The Service Provider and/or individual so assigned for the performance of the services under the Agreement agree to comply with all of the Bank's standards and procedures stipulated in this respect at the locations where the Service Provider is performing work to avoid penalty.

6.4 The Service Provider shall compensate the Bank for any loss and / or damage caused to the Bank as a consequence of non-compliance of all or any of the terms of the Clause or for the misconduct or negligence of all or any of its employees, representatives or any individual assigned for the performance of the services under the Agreement. In the event of such a claim for loss or damages being made by the Bank, the Bank shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Service Provider. Any such claim for loss and / or damage made by the Bank shall not amount to a waiver for the Bank's right to terminate this Agreement or any of the other rights available to the Bank either under the Agreement or otherwise.

6.5 The Service Provider shall hold meeting with the Bank Personnel to discuss and review its performance on a monthly basis and shall implement any suggestion made by the Bank for the betterment of its services.

6.6 The Service provider shall not engage in any conduct or practice which violates any applicable local, state or union law, statute, order or regulation, which is in force or that may come in force during the tenure of this Agreement.

6.7 The Service Provider and any individual so assigned for the performance of the services under this Agreement agree that, they will not make or offer to make any payments to or confer, or offer to confer any benefit upon any employee agent or fiduciary of any third party, with the intent of influencing the conduct of such employer, agent or fiduciary in relation to the business of such third party.

6.8 The Service Provider and any individual so assigned for performance of the services under this Agreement agree, represent and warrant and declare that no Bank Officer, Director, employee or immediate family member thereof (collectively, "The Bank Personnel") has received or will receive any benefit directly or indirectly in connection with this Agreement and that no Bank Personnel has business relationship of any kind with the Service Provider or its officers or any individual so assigned for performance of services under this Agreement.

6.9 In the event this Agreement being terminated consequent to the non-compliance of terms of agreement, no further liabilities or obligations shall accrue to the Bank except for any charges due and owing at the time of such termination, for the services rendered under this Agreement prior to such termination.

6.10 The Service Provider shall not engage any subcontract or transfer the contract to any other person in any manner. If the Service Provider transfers or assigns this contract to any other Service Provider/organization (third party) the current agreement will be treated as terminated automatically.

7. INDEPENDENT SERVICE PROVIDER:

7.1 The Service Provider and / or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. The Service Provider acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof. The Service Provider agrees and confirms that the relationship between the Service Provider, its employees, agents, representatives is that of employer or employees. The Service Provider is the employer of such persons at all matter and time & further confirms that such personnel/agents shall have no relationship of employee & employer with the Bank nor any such claim is sustainable, more particularly when such persons are employees of the Service Provider.

7.2 The Service Provider's personnel, employees, agents etc. have no authority / right to bind the Bank in any manner. It is also clarified that the personnel or employees being provided by the Service Provider are governed by terms of the Service Provider's employment and the Service Provider shall be solely responsible and liable in the event of any claims of whatsoever nature made on the Bank by the employees of the Service Provider.

8. INSPECTION AND RIGHT TO AUDIT:

8.1 The Service Provider shall keep complete and accurate records of all the operations and expenses in connection with the services provided to the Bank. All such records shall be kept on file by the Service Provider for a period of seven (7) years from the date the record is made.

8.2 The Service Provider shall, upon reasonable notice, and by mutual consent, allow the Bank, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing the Service Provider's operations and business records which are directly relevant to the services and financial agreements, as set forth in this Agreement.

8.3 The Service Provider shall co-operate with the Bank's internal or external auditor to assure a prompt and accurate audit. The Service Provider shall also co-operate in good faith with the Bank to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Bank's audit report.

8.4 Such audits or reviews will be at the expense of the Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Service Provider shall be bound and liable to reimburse to the Bank such discrepancies or overcharges and for the cost of the audit.

8.5 In no event shall the Bank be liable for any indirect, special or consequential damages, which may arise under this Agreement.

9. CONFIDENTIALITY AND SECRECY:

9.1 The Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration or deletion thereof. Any violation of the same will be liable for action under the law.

9.2 The Service Provider shall ensure that all individuals assigned by the Service Provider to provide services under this Agreement, shall sign a suitable confidentially and Non-Disclosure Agreement in a format approved by the Bank, to protect Confidential Information. The Service Provider further agrees that merely by reason of its individuals/employees signing the Confidentially and Non-Disclosure Agreement, the Service Provider shall not be absolved from any liability that may arise as a consequence of breach of this Agreement either by the Service Provider and / or any of its employees, individuals, agents or representatives. The Bank reserve the right to prosecute the individual employee including the Service Provider for divulging any material information of the Bank which may jeopardize its business for any reason what so ever, beside termination of the agreement etc.

9.3 The Service Provider acknowledges that in the event of any breach or threatened breach of this clause by the Service Provider and / or by any individual assigned by the Service Provider for the performance of the services under this Agreement, the Service Provider shall be liable to pay damages as may be quantified by the Bank. Apart from the above, the Bank shall have the right to proceed against the Service Provider and or its assigned person(s) under appropriate law.

9.4 The Service Provider acknowledges that in the event of any breach or threatened breach of this section by the Service Provider and / or by any individual(s) assigned by the Service Provider for the performance of the services under this Agreement, monetary damages, if any, will not be an adequate remedy. Therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider from any such breach, threatened or actual. In addition, the bank reserves the right to terminate this agreement even with a short notice of bank’s intention to do so, besides initiating other legal action by the way of criminal/civil etc.

10. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION:

If the Service Provider is directed by court order, or other legal or regulatory request or similar process to disclose information recorded on any document or any of the Bank Confidential Information, the Service Provider shall notify the Bank in writing, in sufficient detail, immediately upon receipt of such court order, legal or regulatory request or similar process, in

order to permit the Bank to make an application for an appropriate protection order (which the Bank may pursue at its own expense). Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request or similar process.

11. INSURANCE:

11.1 The Service Provider shall maintain at its sole expense, throughout the tenure of this agreement and the extensions thereto, Insurance coverage, including but not restricted to, Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed / assigned by the Service Provider to perform the services required under this Agreement. Fidelity Insurance protecting against employee's dishonesty, theft, robbery, forgery, altered documents, and / or other dishonest acts on the part of Service Provider's employees or representatives. Workmen compensation Insurance of all individuals employed / assigned by the Service Provider to perform the services required under this Agreement and / or such other insurance for loss or damage to property howsoever caused. Professional Liability Insurance covering losses resulting from operating errors, omissions, negligence and misrepresentations and breach of contract related to the service provider obligations under this agreement.

11.2 The Service Provider further undertakes at its sole expense to provide for insurance of all property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank up to such limits as may be specified by the Bank.

11.3 The Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the services under this Agreement or otherwise, while in the Bank premises or anywhere else, including any liability that may arise as a result of malfunction of any equipment or otherwise, howsoever.

11.4 Upon the request of the Bank, the Service Provider undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its auditors or any other authorities.

11.5 The Service Provider will provide the Bank upon execution of this Agreement and upon request by the Bank or its auditors from time to time, with certificates of insurance or other satisfactory documentation as evidence required under this Agreement are in full force and effect.

12. LIMITATION OF LIABILITY:

12.1 The Service Provider shall be liable to the Bank for all or any claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual assigned for the performance of the services under this Agreement and / or for any loss and / or damage caused to the property of the Bank, in particular to the Bank's documents, items etc. while in its possession.

12.2 The Service Provider shall be liable for any indirect, special or consequential damages to the Bank that may arise as a result of non-performance or contravention of all or any of the terms and conditions under this Agreement. In the event of any such damages occurring to the Bank, the Service Provider shall be liable to compensate the damages quantified by the Bank and the Bank shall be entitled to adjust the amount so claimed as damages against the future

payments due by the Bank to the Service Provider, and Bank shall have the power to terminate the Agreement.

12.3 Any loss/ damage to the third party due to negligence by the Watch and Ward personnel during performance of his duty shall be the sole responsibility of service provider.

13. INDEMNITY:

13.1 The Service Provider also hereby agrees to indemnify and hold the Bank harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees to which the Bank may be subjected by virtue of any findings related to the terms of this Agreement and / or to the services required to be provided under the terms of this Agreement, or by virtue of any contravention and / or non-compliance with any laws, ordinance, regulations and codes as may be applicable from time to time.

13.2 The Service Provider further warrants to the Bank that, during the terms of this Agreements, the materials and services to be delivered and or rendered hereunder, will be of the kind and quality designated and shall meet specifications as determined in the Bank's sole and exclusive discretion and communicated to the Service Provider from time to time.

13.3 Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the Service Provider for loss of profits or revenues, consequential or similar damages arising out of or in connection with the services, materials or assistance provided under his Agreement, or for any claim made by the Bank or the Service Provider.

13.4 The Service Provider agrees to indemnify the Bank and undertakes to fully compensate the Bank in case of any prejudice, claim or any loss arising or accruing to the improper handling of the Bank's documents or to the negligence of any person of the Service Provider, which has resulted whether on account of breach of any of the conditions of the Agreement by the Service Provider and / or its employees or an account of the Service Provider not complying with any specific requirements of this Agreement.

13.5 This Indemnity shall be without prejudice to any other rights available to the Bank. In this regard, the Bank's estimation of the claim or loss so caused would be final and binding on the Service Provider. The Service Provider further agrees to indemnify the Bank and undertakes to fully compensate the Bank in case of any loss arising or accruing to the Bank on account of any act of negligence, misfeasance or fraud on account of the Service Provider not complying with any specific requirements of this Agreement.

13.6 That the SERVICE PROVIDER shall be solely responsible for any violation of provision of labour laws or any other statutory provisions and shall further keep the Bank indemnified from all acts of omissions, faults, breaches and/ or any claim, demand, loss, injury and expense arising from the non-compliance of the aforesaid statutory provisions. The SERVICE PROVIDER's failure to fulfil any of the obligations herein under and/ or under the said Acts, Rules/ Regulations and/ or any byelaws or rules framed under or any of these, the Bank shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the SERVICE PROVIDER's Monthly Bill/ Security Deposit.

14. TERMS AND CONDITIONS:

14.1 SITE VISIT:

14.1.1 It will be imperative on each of the Service Provider to fully acquaint themselves with all the local conditions and factors, which may affect the performance of the contract.

14.1.2 The cost of site visit shall be borne by the Service Provider. It will be deemed that the Service Provider has undertaken a visit to the Bank's premises/residential complexes etc. and is aware of the operational conditions prior to the submission of the acceptance and subsequent signing of agreement.

14.2 The Outsourced Personnel provided, shall be the employees of the Service Provider and all statutory liabilities will be paid by the Service Provider such as ESI, EPF, liabilities under Workmen's Compensation Act, Contract Labour Act etc. The list of Outsourced Personnel to be deployed shall be made available to the Bank and if any change is required on part of the Bank, fresh list of Outsourced Personnel shall be made available by the agency after every change.

14.3 The Outsourced Personnel engaged by the Service Provider shall be the employees of the Service Provider. The Bank has no relationship with any of such personnel of the Service Provider. The Outsourced Personnel rendering the services shall never be deemed to be the employees of the Bank in any manner whatsoever and shall not be entitled for employment, absorption in Bank, salary, wages, damages, compensation and anything arising from their deployment by the Service Provider.

14.4 The Service Provider shall not employ any person above the **age of 45** years at the time of induction in all categories of Outsourced Personnel and they should not be allowed to perform the duty after attaining the **age of 60 years**. The personnel, so engaged shall be well trained for providing security services and firefighting services before deployment.

14.5 The qualification for all Outsourced Personnel will be 8th Std. (minimum) and they should be able to converse in Hindi.

14.6 The antecedents of Outsourced Personnel deployed shall be verified by the Service Provider from local police authority and an undertaking in this regard together with supporting documents obtained from police authorities will be submitted to the Bank.

14.7 The Service Provider will maintain a register on which day to day deployment of Outsourced Personnel will be entered. This will be available for inspection by the authorized official of the Bank. While raising the bill, the deployment particulars of the Outsourced Personnel engaged during each month, shift wise, should be shown. The Service Provider shall maintain all prescribed registers/ documents/notices for inspections by Govt. bodies.

14.8 The Outsourced Personnel shall not accept any gratitude/favor or reward in any manner during the course of discharge of their duties or otherwise connected to the work scope.

14.9 In the event of any loss caused to the Bank, as a result of any lapses on the part of the Service Provider or any of its Outsourced Personnel, the estimated value of said loss will be compensated by the Service Provider. The decision of the competent authority of the Bank in

this regard will be final and binding on the agency. The Service Provider undertakes to not to raise any objection in this regard.

14.10The Service Provider shall perform all such Security services, acts, matters and things which the Bank may issue/advice from time to time.

14.11The Service Provider shall be responsible to maintain all property and equipment of the Bank entrusted to them as per agreement.

14.12The senior-most security Watch and Ward person will invariably perform the duties of Supervisor. Meanwhile, the Bank may direct the SERVICE PROVIDER to deploy Supervisors as per the requirement of the Bank.

14.13The Outsourced Personnel engaged have to be disciplined, courteous with pleasant personality in dealing with the Staff/ residents/visitors. The Security Agency will have to change any Watch and Ward personnel in case of complaints or as decided by the Bank if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange for a suitable replacement in all such cases. The Bank will penalize the SERVICE PROVIDER, in case any complain received is found to be true by the Bank, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from SERVICE PROVIDER's Monthly Bill.

14.14The Service Provider shall get Outsourced Personnel and screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each of such person deployed. Apart from the above norms, the Outsourced Personnel deployed on duty should meet standard of physical fitness and should have undergone prescribed security training. The Watch and Ward personnel should be trained in First Aid, Emergency Responses and functionality of other modern equipment i.e. Lift operations, X-Ray baggage scanner & Access Control System etc.

14.15The eight hours shift will be generally from **0600 hrs. to 1400 hrs.,1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs.** But the timings of the shift can be changed as per the convenience of the Bank. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. The Outsourced Personnel will report for duty at least 15 minutes in advance for smooth take-over of charge of duties.

14.16The Service Provider shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, batons and other implements to Outsourced Personnel , stationery for writing duty charts and registers at security check points and for keeping records as per requirement.

14.17The Service Provider's employee who is armed Watch and Ward personnel shall have a firearm, provided by the agency. The Service Provider will ensure that the gun license of the Service Provider employee remains valid as per state laws. The name of the Armed Watch and Ward personnel provided by the Agency should have been entered as a retainer in the Gun license. The custody of the arms/gun shall be the sole responsibility of the Service Provider or the Service Provider employees and the bank shall not be liable for the safe custody of the arms/gun. In case if the Service Provider does not hold the Gun licenses at present in its own name, then it should immediately arrange for such licenses and subsequent procurement of

guns. The Service Provider will have to produce copy/copies of the Gun license duly entered with the name of the retainers within one year

14.18 from the date of the finalization of empanelment or deployment of armed Watch and Ward personnel (on such demand of bank) whichever is earlier, failing which, the name of the Service Provider can be cancelled from the list of the empaneled agencies, at the discretion of the Bank.

14.19 The Service Provider shall ensure that its Outsourced Personnel will not disclose any information of the Bank/Residential Complexes. This clause does not apply to the information, which becomes public knowledge.

14.20 Outsourced Personnel engaged by the Service Provider shall not take part in any staff union /association activities of the Bank.

14.21 All the documents shall be complete in all respects and duly stamped and signed by authorized officials of the Service Provider.

14.22 Selected Service Provider shall be responsible for payment of wages and other statutory dues to their Outsourced Personnel by the 7th of every month and selected SERVICE PROVIDER would be liable for any liability arising out of violation of any laws of the land i.e. Local, State or Central.

15. **FINE AND PENALTY:**

15.1 In case of absenteeism/delay in reporting for duty Outsourced Personnel, a suitable replacement is to be provided. If there is no replacement, a penalty of **₹1000/- (Rupees one thousand only)** will be levied on each such occasions and the same shall be recovered from Service Provider.

15.2 In case of a complaint against Outsourced Personnel, the Service Provider will be informed of the complaint and the Service Provider has to accept the decision of the Bank and shall replace the concerned Outsourced Personnel within 48 hours.

15.3 The Outsourced Personnel engaged by the Service Provider shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of **₹500/- (Rupees five hundred only)** will be levied on each occasions and habitual offenders in this regard shall be changed by the Agency. The penalty on this account shall be recovered from the Service Provider.

15.4 If any of the employees of the Agency is found in unshaven/soiled or without uniform/not wearing shoes/unkept hair etc. a penalty of **₹500/- (Rupees Five hundred only)** for each such incident shall be levied and the same shall be recovered from the Service Provider. Further, the concerned Outsourced Person are to be changed on recurrence of the same issue.

15.5 If any of the Service Provider's Outsourced Personnel are found to be indulging in any corrupt practices causing any loss of revenue/image of the Bank, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the Service Provider's Performance Guarantee/Earnest Money Deposit.

15.6 If any claim is filed in the office of Labour Authorities due to nonpayment of wages of any employee deployed by the Service Provider, the bank may make such payment on behalf of Service Provider to the said Labour Authorities and any sum so paid shall be recovered by the Bank from the Service Provider.

15.7 If any money, as a result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, is directed to be paid by the Bank, such money shall be deemed to be payable by the Service Provider to the Bank within seven days. The Bank shall be entitled to recover the amount from the Service Provider and recover from money due to the Service Provider or from the Performance Guarantee.

15.8 In case the Service Provider fails to commence/execute the work as stipulated in the agreement/Terms and Conditions of agreement, then the Bank reserves the right to impose a penalty. Further, unsatisfactory performance or not meeting the statutory requirements of the contract, would also invite penalty. Terms of penalty imposition would be as under:

- (a) After 10 days of delay in execution of work from the date of placing work order, the Bank reserves the right to cancel the agreement and get this job carried out from other empaneled security agencies.
- (b) In case of any complaint received from any Watch and Ward personnel deployed by the Service Provider regarding non-payment of salary, non-deposit of EPF/ESI contributions into their accounts, the Bank will take suitable action against such Service Provider.
- (c) In addition to the above, the Bank may forfeit the amount of Security Deposit / Performance Guarantee money or both kept with the Bank.
- (d) The concerned Service Provider shall also be blacklisted for a period of 3 years from participating in such type of empanelment.

15.9 Any liability arising out of any litigation (including those in consumer courts) due to any act of their Outsourced Personnel shall be directly borne by the Service Provider including all expenses/fines.

15.10 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency under this contract, it shall be recovered by the Bank from the Service Provider.

15.11 In case any of the terms and conditions or instructions as mentioned in the agreement is not followed/observed/maintained by the Service Provider, it will be treated as deficiency of service and a penalty of ₹1000/- (unless penalty amount is already specified) per day/ per shift per watch and ward personnel/SBI site (as applicable/suitable) will be levied from the succeeding months bills or performance guarantee. Other than visit reports/complaints, any digital documents (photo, video, email etc.) will be acceptable as proof in case of deciding the deficiency of service for penalty/further necessary action.

16. DEFAULT AND TERMINATION:

Notwithstanding anything herein contained, the Bank may, by giving Thirty (30) days' notice in writing to the SERVICE PROVIDER, terminate this Agreement under any one or more of the following conditions:

16.1 In the event of any default by the Service Provider, if in the reasonable opinion of the Bank, performance of any of the services under this agreement by the Service Provider is not acceptable as being in contravention of any law as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service or for any reason Bank decides to discontinue and/or dispense with service for any administrative reasons or otherwise.

16.2 If the Service Provider fails to perform the services under this Agreement or to observe any obligations or breaches all or any of the terms of this Agreement or the Service Provider is adjudged insolvent by any court of law or the Service Provider's service is declared by any court of competent jurisdiction as illegal, sham, or contrary of any law.

16.3 If a petition for insolvency is filed against the Service Provider and such petition is not dismissed within ninety (90) days after filing and/or if the Service Provider makes an arrangement for the benefit of the creditors or if the Court Receiver is appointed as receiver of all/any of the Service Provider's properties.

16.4 If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.

16.5 It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against the Service Provider for any breach or non-compliance of the terms of the Agreement.

16.6 Nothing contained in this agreement shall affect the right of the Bank to terminate the agreement with immediate effect in the event of the happening of all or any of the cause stated in this clause.

16.7 Notwithstanding the above, if the Service Provider discontinues its business at any point of time due to any reason whatsoever, the Service Provider shall give notice in writing, 30 (Thirty) days prior to the closure /discontinuing the business with the Bank and shall give all assistance to the Bank till the services hereto handled by the Service Provider is suitably transferred to other Companies and/ or taken over by the Bank. The closure/discontinuing shall not discharge the Service Provider from providing such information and maintaining the records as stated hereinbefore.

17. PUBLICITY:

The Service Provider or its personnel/employees and representatives shall not use the name and / or trademark/ logo of SBI in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank.

18. SUCCESSORS:

This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein and cannot be changed except by written agreement signed by both parties. The term "the Service Provider" wherever used in this Agreement shall mean and include its employees, agents and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents and

representatives.

19. ASSIGNMENTS:

19.1 In the event of a reorganization, merger or acquisition or related activity in which the Service Provider passes management or control to other owners its rights under this Agreement, the Bank retains the right to terminate this Agreement.

19.2 The Service Provider shall not transfer or enter into any Agreement or any right or obligation under it to any other person, firm; Service Provider or entity without the Bank's prior written consent and any such assignment shall be void and shall not bind the Bank. If such assignment is as a result of operation of any laws, then the Bank shall have the option on such assignment to terminate this Agreement and the Service Provider shall be liable to compensate the Bank for damages suffered by the Bank for what would otherwise have been the remainder of the agreed tenure of this Agreement.

19.3 Nothing contained herein shall prevent the Bank from the assignment of this Agreement by the Bank to its parent body or to any of its subsidiaries or affiliates, or to its successors and assigns by way of merger and or acquisitions.

20. HOURS OF DUTY:

20.1 The watch and ward services will be provided at Branches/administrative offices/other offices as per 8 hours duty as required by them. However, at Currency Chest branches/residential colonies they will perform their duties round the clock in three shifts of 8 hours as under:

- a) Shift 1: from 06.00 a.m. to 02.00 p.m.
- b) Shift 2: from 02.00 p.m. to 10.00 p.m.
- c) Shift 3: from 10.00 p.m. to 06.00 a.m.

20.2 However, after every 6 duties of 8 hours each watch and ward person will be provided with one day compulsory rest and a reliever will be engaged for that duty, so that at no point of time the SBI site left unattended. Every watch and ward person should not have more than 26 duties every month as a routine and there must be interchange between reliever and watch and ward person during periodic rotation. An undertaking to be submitted by the service provider to this effect.

21. FORCE MAJEURE:

If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by cause, circumstances or events caused due to flood, fire, accident, earthquake, riot, explosion, war, hostilities, acts of God, custom barriers, or other causes of like character beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any of its obligations hereunder by reason thereof, despite due diligence and reasonable efforts to do so notwithstanding such cause, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

22. ARBITRATION:

In the event of disputes, controversies, differences of opinion and claims arising out of or in

connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise is relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to sole Arbitrator appointed by the Deputy General Manager & CDO, SBI, LHO, Bhubaneswar and the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time shall be applicable to such proceeding. The Service Provider has no objection to any such appointment to the effect that the Arbitrator so appointed is the Bank's own officer. The award of the arbitrator so appointed shall be final and binding on both the parties in regard to such disputes or differences. The arbitration proceedings shall take place at Bhubaneswar only.

23. GOVERNING LAW/ JURSDICTION:

23.1 This Agreement shall be governed by and construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the Courts of Bhubaneswar only.

23.2 All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Fifteen (15) days after the same shall have been delivered to the Post Office properly addressed to the parties at their above mentioned respective address either registered post with AD or speed post with AD, as otherwise intimated by the parties through official Letter/E-mail containing duly signed scanned copy of letter or if delivered to the parties against acknowledgement, such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery or communications.

24. FORBEARANCE:

The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not be constructed as a waiver on the part of the Bank of any terms, conditions, rights or privileges but the same will continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

25. SURVIVAL OF PROVISIONS:

The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

26. RIGHTS AND REMEDIES:

All rights and remedies conferred under this Agreement shall be binding on all the parties to this agreement.

27. GENERAL PROVISIONS:

Severability: If any terms or provision or this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

28. THIRD PARTY BENEFICIARIES:

Except as specially set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of the Service Provider and the Bank.

29. COMPLETE AGREEMENT:

29.1 This Agreement supersedes any and all agreements, contracts or addenda relating to the Service Provider. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties.

29.2 This Agreement expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by both the parties. In the event of any conflict or inconsistency between this Agreement, the schedules and addenda, the order of precedence to use in resolving such conflict inconsistency shall be this Agreement, the Schedules and the Addenda.

29.3 By executing the duplicate of this Agreement and Appendix, the Service Provider shall be deemed to acknowledge having understood the terms hereof and the procedure set out in and terminology used in the Appendix and to accept and agree to the terms hereof and the Service Provider shall be bound to comply with the same.

30. CORPORATE AUTHORITY/ FUTURE ASSURANCE:

The Service Provider represents that it has taken all necessary corporate action and / or has the necessary power and authority to authorize the execution and consumption of this Agreement and will furnish satisfactory evidence of same upon request. A list of the Officers of the Service Provider who are authorized to sign and / or execute this Agreement and / or other documents and writings shall be provided to the Bank, duly authenticated by the Service Provider.

31. **NOTICES:** Notices, if any, to be given pursuant to the provisions of this Agreement shall be sent to the parties at the following address:

| | |
|--|----------------------------------|
| Asst. General Manager (P & E), State Bank of India, Local Head Office, III/3, Pt. Jawaharlal Marg, Bhubaneswar-751001 (STATE BANK OF INDIA) | 2..... (SERVICE PROVIDER) |
|--|----------------------------------|

32. SEXUAL HARASSMENT CLAUSE:

The Vendor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”

i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint.

- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the vendor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the vendor is proved.
- iv. The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

33. LACK OF INFORMATION TO THE SERVICE PROVIDER:

The Service provider shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the contract.

34. The terms and conditions as enumerated in the Tender shall form a part and parcel of this agreement.

35. The Appendices appended to this Agreement shall be part and parcel of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

(Signed by Vendor's authorized representative)
 Shri _____ Designation _____
 _____ Designation _____

(Signed by Bank's representative)
 Shri _____

For
 Seal of the VENDOR

For State Bank of India,
 Seal of the Bank

In the presence of witness:

(1) Shri _____

(2) Shri _____

CHARTER OF DUTIES & RESPONSIBILITIES
OF OUTSOURCED PERSONNEL /SUPERVISORS

This document is an Appendix to the agreement, which serves to clarify the responsibilities with regard to the watch and ward services that the Service Provider will provide to the State Bank of India (SBI) at its Branches/offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs.

DEFINITIONS:

As used in this Annexure, the following terms will have the following meanings and applied to the agreement. Capitalized terms not defined in this Annexure will have the meaning assigned in the Agreement documents elsewhere.

“**SBI Offices/Sites**” means the SBI Premises identified and advised by SBI to the Service Provider from time to time for providing watch and ward services.

“**Branch**” means branch/(es) of SBI.

“**Outsourced Personnel’ person**” means the employee of the Service Provider (including ex-servicemen of Indian Defense Force/ex-paramilitary personnel/ ex-CAPF/ ex-state Police Force) providing watch and ward services at the SBI Premises.

“**Outsourced Personnel’ Service Provider/Contractor/Vendor/Bidder**” means the Service Provider engaged by SBI to provide Outsourced Personnel Services to SBI pursuant to this Annexure.

“**Outsourced Personnel’ services**” means the services to be provided by watch and wards of Service Provider at the SBI Premises and more specifically covered in clause 2 of this Annexure.

“**Customer/Visitor**” means the customer of SBI or other Banks, vendors, staff and relative of staff and visitor.

“**The Bank**” means Branches/offices/ establishments/ Residential complexes/ Guest houses/ BPRITs in Odisha under SBI, LHO, Bhubaneswar

SCOPE:

The Service Provider will provide Outsourced Personnel services to Branches/offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs. The Service Provider shall be responsible for managing the Outsourced Personnel service and ensuring the presence and performance of duties of the Outsourced Personnel at the SBI Premises. The Service Provider may transfer/rotate/remove/replace all or any of the Outsourced Personnel from the SBI Site locations at any point of time with prior intimation & permission of Branches/offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs after ensuring that replacement is provided. The Bank also may, advice the Service Provider to transfer/rotate/remove/replace all or any of the Outsourced Personnel from the SBI Site locations at any point of time. The

Service Provider is responsible for compulsory rotation of Outsourced Personnel on or before 06 months of service to another site. In this case it should be noted that the person works as reliever, will work as Outsourced Personnel person to one single site after his 06 months reliever tenure. Then again, he will become reliever after all the Outsourced Personnel in those two sites has completed their reliever tenure. The Service Provider must submit the detailed Biodata & consolidated details of all the Outsourced Personnel (inclusive of Passport size Photo and KYC documents duly signed by the Outsourced Personnel and verified by the authorized official of the Service Provider) as per format given at **Annexure-8** to Branches/offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs at least one week before deployment/rotation of the Outsourced Personnel to avoid penalty. The Service Provider should not expect or wait for any intimation/reminder from Bank for rotation/submission of documents, to avoid penalty. It should be noted that the Outsourced Personnel and reliever should always be treated equally. The Service Provider should also ensure the Outsourced Personnel maintain a savings bank A/c in his name or jointly with the spouse at any nationalized bank (preferably SBI) for crediting their wages & allowances, if any, prior to deployment.

1. EMPLOYEES OF SERVICE PROVIDER:

The Outsourced Personnel /Supervisors engaged by the Service Provider shall be the employees of the Service Provider, and in no event the said Outsourced Personnel /Supervisors shall be deemed to be the employee of SBI. SBI is not responsible /liable to the said Outsourced Personnel and payment of salary, allowances and any other amount to the Outsourced Personnel /Supervisors shall be the responsibility of the Service Provider. The Service Provider shall ensure that the requisite payment including Salary, Provident Fund/Gratuity, Bonus and any other statutory dues/ allowances, if any, will be paid by the Service Provider and no liability of any kind whatsoever towards the said Outsourced Personnel /supervisors shall devolve upon SBI. The Service Provider hereby indemnifies SBI and agrees to keep SBI indemnified against all losses, damages, expenses and claims including non-payment of any statutory dues to its employees by the Service Provider, which SBI may suffer/incur or which may be made against SBI in respect of the said Service Provider.

2. DUTIES AND RESPONSIBILITY OF OUTSOURCED PERSONNEL / SUPERVISORS:

- I. The Supervisor will be responsible for overall security arrangement of the site of the Bank covered under the contract.
- II. The Supervisor will ensure that all the instructions of the Bank are strictly followed and there is no lapse of any kind.
- III. Wear the prescribed uniform smartly and carry necessary equipment viz. Baton, whistle, torchlight, battery and shall always wear the identity card while on duty.
- IV. The Outsourced Personnel on duty shall not leave the premises until his reliever reports for duty.
- V. Be fully conversant with the instructions about his duties and responsibilities, layout of the building, telephone numbers of Security Officer, Fire Brigade and the Police to enable him to inform these officials in case of an eventuality. Be vigilant and alert on duty and will not be under the influence of drugs/liquor etc. He shall not leave his post until relieved.
- VI. Be polite and courteous yet firm in his dealings with the public. He shall exercise restraint and avoid being provoked. The Security Supervisor/Outsourced Personnel shall give due respect to all and display maturity and decency in behavior.

- VII. Ensure proper access control as per instructions on the subject to prevent unauthorized entry. No outsiders be allowed to enter in the bank's building/residential premises/property, without written permission/ pass
- VIII. Not to allow any visitor effecting ingress in the Branches/offices/ establishments/ Residential Complexes/ Guest houses/ BPRITs with unauthorized weapon/firearms, explosives, etc.
- IX. Keep a close watch inside and outside the premises and in case of any anticipated/existing risk, suspicion, he shall immediately take appropriate action as warranted and also report the matter to his superiors/Security Department of the Bank.
- X. Ensure that before/after office hours, all gates are closed. After office hours, he will allow entry only to the authorized persons after proper identification.
- XI. No items are allowed to be taken out from the Bank's premises/residential quarters/property without proper Gate Pass issued by the competent authority as laid down in the contract or authorized by the Bank for in-out movement of such items. The specimen signatures and telephone numbers of the above-mentioned competent authority will be available with the Outsourced Personnel /supervisors.
- XII. Deployment of Outsourced Personnel /Security Supervisors will be as per the instructions of the authorities of the Bank and the same will be reviewed by the concerned authorities from time to time.
- XIII. Be thoroughly conversant with the security standing orders, firefighting orders and other orders issued from time to time on matters covering security need of the Bank
- XIV. Be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the security supervisor in case of any eventuality.
- XV. The Outsourced Personnel / Supervisors will carry out patrolling of all the important and sensitive points of the premises as specified by the Bank. Watch and Ward personnel/supervisors shall perform the following duties during patrolling:
 - (a) Inspect the premises thoroughly.
 - (b) Prevent misuse of premises by any squatter, hawker or any unauthorized persons.
 - (c) Prevent misuse of premises for unsocial activities by public or Bank staff.
 - (d) Check the points and stretches not visible from the duty Watch and Ward person's post.
 - (e) Assist the point-duty Outsourced Personnel.
 - (f) Deal with untoward incidents.
 - (g) Keep a close watch on bank buildings/residential quarters, against arson /accidental fire and take appropriate action as per the Bank's firefighting instructions.
 - (h) Collect security information and convey the same to superior officers.
 - (i) Check the terrace and basement daily to avoid any security and safety breach/hazard.
 - (j) The Outsourced Personnel on patrolling duty should take care of all the water taps, valves, water hydrants, etc. installed in open all over the premises.
- XVI. The Outsourced Personnel on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Bank/residential quarters.
- XVII. Entry of the street-dogs and stray cattle into the premises is to be prevented.
- XVIII. The Outsourced Personnel /supervisors should be trained to extinguish fire with the help of fire extinguishers and other firefighting materials/equipment available on the spot/nearby places. They will also help the firefighting staff in extinguishing the fire and any other natural calamities.
- XIX. In emergent situations, Outsourced Personnel /supervisors shall participate as per their role defined in the disaster recovery plan, if any, of the Bank. Outsourced Personnel/Supervisors should be sensitized for their role in such situations.

- XX. Daily check of Outsourced Personnel at SBI sites will be carried out by the Service Provider at their own cost, about the duty being performed by their personnel. The deputed site Supervisors will endorse their comments in the daily report register of the concerned site.
 - XXI. The Outsourced Personnel should be trained in First Aid, Emergency Responses and functionality of other modern equipment i.e. Lift operations, X-Ray Baggage Scanners & Biometric Access Control Systems etc.
 - XXII. Frisker will perform frisker's duties at the Currency Chest branches as per laid down procedure of the Bank.
 - XXIII. In case of any recovery of suspicious item / cash, the frisker will report the matter to the Branch Manager and act as per the instructions of the Branch Manager.
- 3.** Every time when new Premises are allotted, the Service Provider should follow all this practice/submission of required documents etc. without being asked/ reminded by the Bank to avoid penalty etc.

FORMAT FOR THE BILL
(On Service Provider's Letter Head)

Bill No.: _____, Bill Date.: _____, For the Month/Year _____
SBI Site: _____, Customer's (SBI) GSTIN: 21AAACS8577K1Z1,
Service Provider's GSTIN: _____

| S.No. | Category (Armed/Unarmed) | No. of Outsourced Personnel | No. of Duties | Area: A/B/C Wages (Basic+VDA) @ Rsper day | Service Charge @ 3.85% of (Basic + VDA) | EPF+EDLI+ Admin Charges (as applicable) Currently: 13% of (Basic + VDA) | ESI (as applicable) Currently: 3.25% of (Basic + VDA) | Sub Total |
|----------------------|--------------------------|-----------------------------|---------------|---|---|---|---|-----------|
| | | | | | | | AS APPLICABLE | |
| Total | | | | | | | | |
| CGST (As applicable) | | | | | | | | |
| SGST (As applicable) | | | | | | | | |
| GRAND TOTAL | | | | | | | | |

Total Bill Amount (in Figures) Rs. _____ (in Words)

Rs _____

PAN: _____, TAN: _____, HSN: _____

2. Kindly remit the billed amount into our Bank A/c the details are as under:

| | | |
|-----------------------------|-----------------------------|-----------------|
| Bank Name: | | |
| Branch Code: | A/c No.: | A/c Type: |
| IFSC Code: | 9 Digit MICR Code: | |
| Service Provider's mob No : | Service Provider's email id | Bank's Ph. No.: |

Enclosures:

- i) Attendance Sheet signed by all Outsourced Personnel, Service Provider & duly authenticated by Bank for billing month.
- ii) Salary transfer sheet of billing month duly authenticated by the payee Bank.
- iii) Details of EPF, ESI for each Watch and Ward personnel deposited for billing month quoting EPF, ESI No. with UAN.
- iv) Challan of EPF & ESI for billing month.
- v) Salary slips of all individuals for billing month.

Signature of the Service Provider & Seal

FORMAT FOR SALARY SLIP
(On Service Provider's Letter Head)

| | | | | | |
|----------------------------------|--|---------------------|-------------------------------------|--|--------------------|
| Name of Service Provider: | | Name of Workman: | | EPF No.: | |
| Work Location: SBI, _____ | | Fathers Name: | | UAN: | |
| Designation: | | Month Ending: | | ESIC No.: | |
| No. of duties performed: | | Area | | A/c No.: | |
| Wages Earned | | | Deductions | | |
| Sl. No. | Particulars | Amount (Rs.) | Sl. No. | Particulars | Amount (Rs) |
| 1 | BASIC + VDA | | 1 | EPF Employer Share (12% of Basic+ VDA) | |
| 2 | EPF Employer Share (12% of Basic+ VDA) | | 2 | EPF Employee Share (12% of Basic+ VDA) | |
| 3 | EDLI+Admin Charges, as applicable | | 3 | EDLI+Admin Charges, as applicable | |
| 4 | ESI (Employer Share, as applicable) | | 4 | ESI (Employer Share, as applicable) | |
| 5. | Service Charge @ 3.85% of Basic + VDA | | 5 | ESI (Employee Share, as applicable) | |
| | | | 6 | Service Charge @ 3.85% of Basic + VDA | |
| Total Credits | | | Total Deductions | | |
| | | | Net Amount of Wages Paid in Account | | |

Note: All Credits and Debits should match. The Basic + VDA should be based on daily Minimum Wages as per CLC (Central) Notification revised from time to time.

Signature of the Employee

Signature of the Service Provider's Rep. & Seal

SALARY CALCULATION SHEET FOR OUTSOURCED PERSONNEL
(AS PER CURRENT MINIMUM WAGES CENTRAL)

| Sl. No. | CATEGORY OF OUTSOURCED PERSONNEL Description of Minimum wages as per Area Category | (WITHOUT ARMS) | | | (WITH ARMS) | | |
|---------|--|----------------|----------|----------|-------------|----------|----------|
| | | AREA "A" | AREA "B" | AREA "C" | AREA "A" | AREA "B" | AREA "C" |
| 1 | (BASIC + VDA) x 1 day | | | | | | |
| 2 | SERVICE CHARGE @ 3% of Sl. No.1 | | | | | | |
| 3 | EPF+EDLI+Admin Charges on Sl. No.1 (13%) | | | | | | |
| 4 | ESI on Sl. No.1 (3.25%), Employee drawing gross salary more than Rs. 21000/- are not entitled for ESIC | | | | | | |
| 5 | SUB TOTAL (1+2+3+4) | | | | | | |
| 6 | GST, as applicable on Sl No. 5 (18%) | | | | | | |
| 7 | Gross Total including GST (5+6) | | | | | | |

Note: The Basic + VDA should be based on daily Minimum Wages as per CLC (Central) Notification revised from time to time.

Signature of the Service Provider's Representative & Seal

FORMAT OF SOLVENCY CERTIFICATE
(On Bank's Letter Head)

NAME OF ENTITY / AUTHORITY
(To whom solvency certificate is being issued)

Address _____

Reference No. _____ Date:

Dear Sir,

SOLVENCY CERTIFICATE: M/S _____

This is to state that M/s _____ having Regd. Office/Head Office at _____ are a customer of our Bank for over _____ years and are presently enjoying certain credit facilities with us. The conduct of account(s) of the Company/Firm has been satisfactory. The Company/Firm can be considered good up to ₹ _____ (₹ _____ only) in terms of Net Worth shown in their Audited Balance sheet as on _____. This certificate is being issued only for the purpose of _____

It is clarified that this Certificate is issued without any risk and responsibility on the part of State Bank of India or any of its officials in any respect whatsoever, more particularly either as guarantor or otherwise. This certificate must be taken as a private & confidential report given by the Bank without prejudice and on the express condition that State Bank of India & its officials are held free by you from any liability in connection with it.

This certificate is issued for the abovementioned specific purpose, and at the specific request of our customer M/s. _____

1. (Name and Designation)

2. (Name and Designation)

Note: Issuance of the Solvency Certificate from the Branch, may be confirmed by sending us an email at "cso.lhobhu&sbi.co.in"

UNDERTAKING

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- & notarized)

I/ We,, aged about years, being the Director/s, Partner/s, Proprietor, Authorized Representative of M/s. (herein after referred as “Service Provider”) registered under Companies Act 1956/and having registered office at, declare for and on behalf the said Service Provider that:

We are the service provider to STATE BANK OF INDIA having its AO/RBO/Office/Branch located at and we undertake that our employees will render services at the AO/RBO/Office/Branch.....

That, the said personnel are our outsourced employees and their monthly salary/ wages and all other statutory & mandatory dues will be paid by our Company. We undertake to comply with the rate of wages/ salary as per the **Current Minimum Wages** and all other applicable Labour laws and regulations **especially Employees’ State Insurance Act, 1948 with latest amendment if any, and Employees’ Provident Fund Act, 1952 with latest amendments, if any**, as per the agreed contract between State Bank of India and us. We shall be solely liable or responsible for any acts, omission or commission of our personnel deputed at branches/ offices/ residential establishments of SBI for **non-compliance of instructions related to salary/ wages, issued by GOI from time to time or any other applicable labour law** as per the agreed contract between State Bank of India and us. We also confirm that any sort of payments as per Central Government Acts/ Rules for extra duties or overtime or double duties for every month, will be borne by us and SBI has no liability of payment of any type for the same.

We hereby declare that we shall indemnify and shall keep indemnified STATE BANK OF INDIA against any claims, costs, expenses, losses, demands, proceedings, actions, damages, costs and expenses of whatsoever nature which may be made against STATE BANK OF INDIA by anyone/ any statutory or regulatory authority as a consequence of non-compliance of any law/ regulation by us or misconduct of any of our personnel deployed at branches/ offices/ residential establishments of SBI.

We also hereby undertake to state that under no circumstances any deputed employee and/ or Outsourced Personnel at any SBI Premises, shall claim to become an employee and/ or worker of State Bank of India and any of its subsidiaries across the Country.

We agree to whatever mentioned above is true and correct.

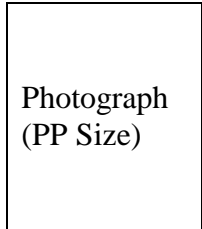
Solemnly affirmed by:

Date:

Authorized signatory of the service provider & seal

BIODATA FOR OUTSOURCED PERSONNEL

1. NAME (IN CAPITALS): _____
2. SERVICE NO.: _____
3. PPO NO.: _____
4. RANK: _____
5. FATHER'S NAME: _____
6. HOME ADDRESS: _____
7. EDUCATIONAL QUALIFICATION: _____
8. HEIGHT: _____ WEIGHT: _____
9. NAME OF THE SERVICE PROVIDER: _____
10. IDENTITY CARD NO. ISSUED BY SERVICE PROVIDER: _____
11. DATE OF BIRTH (MM/DD/YYYY): _____ AGE _____
12. CONTACT NO.: _____
13. AADHAAR NUMBER (Copy attached): _____
14. EPF A/C NUMBER: _____
15. ESIC A/C NUMBER: _____
BANK A/C NUMBER: _____ IFSC: _____ BANK: _____
BRANCH NAME: _____ BRANCH CODE _____
16. OUTSOURCEDPERSON/SUPERVISOR: _____
17. EDUCATIONAL QUALIFICATION: _____
18. LANGUAGES KNOWN: READ WRITE SPEAK
a) _____
b) _____
19. PREVIOUS WORK EXPERIENCE: _____
20. MEDICALLY FIT CERTIFICATE ISSUED BY:
Dr (NAME): _____, Med. Report attached (Y/N): _____



(Signature of Applicant)

Certified that Ser. No.....Rank.....Name.....is an Ex-Serviceman & his Police Verification has been done on (Copy of Police Verification attached) and he has undergone training in Security and Fire Safety drills, including use of X-Ray baggage Scanner, Hand Held Metal Detector, Fire Extinguishers etc.

Date:

Authorized signatory of the service provider & seal

DECLARATION
(BY OUTSOURCEDPERSON/SUPERVISOR)

I,son of Shri..... Aged aboutYears, residing at.....an employee of
Employee Code No....., solemnly declares:

1. I am an employee of..... Ltd.
2. My work status under Ltd. As Outsourced Personnel/ reliever at SBI site is completely temporary in nature.
3. My wages/ salary and other all types of statutory/ mandatory dues as per Central Govt. Acts / Rules will be paid by my employer..... Ltd. I will not hold State Bank of India (SBI) or its subsidiaries, responsible for any type of claim whatsoever.
4. I am ready to work as Outsourced Personnel or as reliever in any shift at any SBI site of SBI irrespective of the Area category of the site as A, C or C as per the instruction/s by my employer.
5. I confirm that I will wear neat and tidy Service Provider uniform with polished black boot and cap during duty.
6. I confirm that I will report for duty at least 15 minutes before my shift starts and will do full eight-hour duty per day.
7. I will not involve myself into any type of argument with anyone.
8. I will remain alert & vigil during duty and watch over customers / visitors.
9. I shall not take rest or sleep during duty and I will not bring any bedding materials at site.
10. I shall not leave duty post unless being relieved.
11. I will keep the SBI Premises clean and tidy.
12. I will keep the Daily Report Register & Attendance register maintained and updated every day. I will also get the register signed by the SBI official very day.
13. I will call and inform the concerned persons during any untoward incident if happens at SBI site.
14. I will faithfully, truly and to the best of my skill and ability execute and perform the duties required of my as Outsourced Personnel deployed by PSA at State Bank of India and I further declare that I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of the State Bank or to the affairs of any person dealing with the State Bank.
15. In case any deficiency is found in my performance / duty my employer is authorized to deduct penalty amount from my wages or I may be removed from the service and I confirm I will not claim any damage of any form SBI.
16. I shall not involve myself into any type of Union activity against SBI.

Date: _____ Signature of Outsourced Personnel /Supervisor

The above statement has been declared and signed by Shri....., our employee and we countersign it as correct.

Date: _____ Authorized signatory of the service provider & seal

EXPENSES INCLUDED IN SERVICE CHARGE

| |
|---|
| Wages (Basic plus VDA) as per Minimum Wages (Central) + Service Charge of 3.85% of (Basic plus VDA) + EPF, EDLI, Admin Charges & ESI (as applicable) |
|---|

NOTE: The above approved Rate of Service Charge @ 3.85% of Basic + VDA shall include the following expenses, as mentioned in the bid documents:

- i) 2 sets of Summer Uniform: once in a year, to be provided by the vendor.
- ii) 1 set of Winter Uniform: once in two years, to be provided by the vendor.
- iii) 1 pair of Shoes: once in a year, to be provided by the vendor.
- iv) 1 Raincoat: once in two years to be provided by the vendor.
- v) 1 Jacket: once in two years to be provided by the vendor.
- vi) 1 Sweater: once in two years to be provided by the vendor.
- vii) 1 baton, 1 whistle, 1 torchlight with batteries and identity card, to be provided by the vendor.
- viii) 1 Training Cost to each Outsourced Security Personnel: once in a year, to be arranged by the vendor.
- ix) Cost on various registers maintained at site, to be borne by the vendor.
- x) Charges of deputing site supervisor for daily checking of Outsourced Personnel deployed at sites.
- xi) TDS, as applicable.
- xii) Office Expenses of the Company etc.

Date:

Authorized signatory of the service provider & seal

Annexure-11

**LIST OF BRANCHES/OFFICES/ESTABLISHMENTS/RESIDENTIAL COMPLEXES
UNDER SBI, LHO, BHUBANESWAR WHERE SECURITY TO BE PROVIDED BY PSA**

(To be provided to Service Provider by the offices concerned)

| Sl. No. | Name of Branch/ Office | Code | Name of BM | BM Contact No. | Branch Email ID |
|----------------|-------------------------------|-------------|-------------------|-----------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: The number of branches/offices under as mentioned above, may increase or decrease at any time, as per Bank's requirement.

Date:
Place:

(Signature of Authorized Bank Official)
AO/ RBO.....

Office Seal

SITE VISIT REPORT BY SITE SUPERVISOR OF SERVICE PROVIDER

SBI SITE:VISITED ON:.....

NAME OF SERVICE PROVIDER SITE SUPERVISOR:

| Sl. No. | Particulars | Remark (all fields to be filled) |
|---------|---|----------------------------------|
| 1 | Name & Code of the Outsourced Staff on duty as in agency Identity Card | |
| 2 | Attendance & Daily Report Register: Maintained? | |
| 3 | Whether in possession of important telephone Nos. viz Police, Fire, Branch, Agency? | |
| 4 | Whether wearing proper neat & tidy uniform with belt, boot & cap? | |
| 5 | General turnouts: does he have a customer friendly attitude? | |
| 6 | Status of the cleanliness of the site: | |
| 7 | Possession of materials (Torch, Lathi, Umbrella etc.) | |
| 8 | Functioning of Signage, Lights and general ambience of SBI site | |
| 9 | Capable of assisting customers/visitors in Hindi | |
| 10 | The Outsourced Personnel should be on duty post. Any variance Observed: | |
| 11 | The Outsourced Personnel is aware of his duties? | |
| 12 | Observation/ suggestions & feedback, if any: | |

Date:

Authorized signatory of the service provider & seal

DECLARATION
(Blacklisting/ De-listing etc.)

This is hereby confirm that our _____(name of the PSA) has not been disqualified/debarred/blacklisted/ hereby certify that my/ our firm/company M/s _____ has/have never been black listed/de-listed/de-empaneled or discontinuation from services during the last 05 years due to unsatisfactory services / practise / non-compliance of statutory requirement by any Government/ Public Sector Banks/Public Sector undertakings/ Private Sector Bank and never involved in arbitration/ litigation with State Bank of India.

2. We certify that the information/ particulars furnished in our bids are factually correct and we also accept that in event of any information/particulars proven to be incorrect, the Bank will have the Right to Disqualify and De-empanel our firm/company.

Place:

Signature with seal

Date:

Name (in block letters)
Designation
Name of the firm/company
Address

(To be furnished on Vendor's letter head)

Letter No.:

Date:

The Circle Security Officer
Circle Security Department,
State Bank of India, Local Head Office
Ground Floor, III/1, Pt. Jawaharlal Nehru Marg,
Bhubaneswar-751015

Dear Sir,

EMD FOR PARTICIPATION IN TENDERING PROCESS FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING OUTSOURCED (ARMED/UNARMED) & (MALE/FEMALE)(EX-SERVICEMEN/EX-CAPF/ NON EX-SERVICEMEN) ON REQUIREMENT BASIS IN THE BRANCHES/ OFFICES/ RESIDENTIAL ESTABLISHMENTS IN STATE OF ODHISHA UNDER STATE BANK OF INDIA LOCAL HEAD OFFICE BHUBANESWAR ON CONTRACT BASIS/OUTSOURCING BASIS

With reference to the captioned subject, we intent to participate in the tender process for empanelment of vendors for Provide Ex-servicemen guards/friskers (on requirement basis) at the branches/offices/Residential establishments of State Bank of India under SBI Bhubaneswar Circle.

2. As per the terms and conditions of NIT, we submit draft No. _____ dated _____ for a sum of Rs. _____/- (Rupees _____ Only) as EMD.

Or

Our Private Security Agency falls under the category of MSMEs as defined in MSE Procurement Policy issued by GOI or bidders who are registered with Central Procurement Organizations and is exempted from clause of EMD. The copy of Registration Certificate enclosed.

3. We undertake that in the event of not performing the obligations as per the terms and conditions of the NIT or have committed a breach thereof, which conclusion shall be binding on us, the EMD will be forfeited.

Yours faithfully,
Authorised Signatory
For and on behalf of

M/s. _____

Seal

Date:

FORMAT OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT

(Site specific format shall be approved by the SBI prior to its execution)
(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G.No.
Date:

Value ₹

To

The
State Bank of India,
.....
.....

Dear Sir,

Bank Guarantee of ₹_____ (Rupees _____ only) towards Security Deposit for Providing Guarding Services at SBI, LHO BHUBANESWAR, Branch, Office Establishments & Residential Complexes etc. in Odisha.

WHEREAS M/s. _____, represented by its Director/partner/proprietor Shri/Ms. _____, situated at _____ (address of Service Provider) (hereinafter called the Service Provider) have entered into contract (for providing outsourced Security Services at Branches/offices/establishments/Residential Complexes under Local Head Office of State Bank of India situated at Pt. III/1, Jawaharlal Marg, Bhubaneswar-751001(hereinafter called "SBI")) with SBI letter No..... dated and the correspondence and BID relating thereto which is hereinafter referred to as "the said contract" the Service Provider has now agreed to produce a Bank Guarantee amounting to a sum equivalent to 10% of the estimated annual contract value by means of BG of ₹ _____ (Rupees _____ only), to SBI for due performance of their part of the contract obligations.

AND WHEREAS in terms of said contract, the Service Provider is required to furnish in favour of the _____ (designation) SBI, LHO, Bhubaneswar a Guarantee of a Scheduled Commercial Bank for a value of ₹_____ to be valid up to _____(date).

AND WHEREAS _____(Name of Bank and its branch) having their office at _____ (address) the Guarantor, at the request of the Service Provider hereby furnishes a Performance Bank guarantee in favour of, _____ (designation), SBI, LHO, Bhubaneswar and Guarantees in the manner hereinafter appearing. In consideration of the premise, we, _____ (name of Bank and its branch) having our office at _____(address) here

after called the “Guarantor” (which expression shall include its successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Service Provider fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the Service Provider, the Guarantor shall, on demand without any demur and without reference to the Service Provider, pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs._____ (Rupees _____only).

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

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

This guarantee shall remain valid until _____ (date of claim Period) or as may be caused to be extended by the Service Provider or until discharged by SBI in writing whichever is earlier.

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

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the Service Provider by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the Service Provider given or to be given to SBI in respect of the said contract.

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

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

Notwithstanding anything to the contrary contained herein above, Our liability under this guarantee shall not exceed Rs. _____(Rupees _____only)

This Bank Guarantee shall be valid up to [_____] (being the date of expiry of the guarantee)

We are liable to pay the guarantee amount only and only if we receive from you a written demand on or before [_____] (date, inclusive of claim period)

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

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

Dated the

SIGNED AND DELIVERED For & on behalf of _____(the above named bank)

For & on behalf of (Bankers Name & Seal)

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

INDEMNITY BOND FORMAT

(Site specific format shall be approved by the SBI prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Bhubaneswar on this ____day of __month of year Two Thousand and twenty Four (2024) By M/s _____duly represented by proprietor / one of its partners Shri__, aged____years, son of Shri_____, residing at_____(hereinafter referred to as “the Service Provider”) In favour of State Bank of India, Local Head Office, Bhubaneswar.

Whereas State Bank of India has invited open bid BIDs from the Service Providers for Providing Outsourced Services for its Branches/offices/establishments/ Residential Complexes/BPRITs etc.

The Service Provider has become successful in securing the subject work through competitive Bidding and the work specified in the BID documents has been awarded in favor of Service Provider by SBI vide their letter.....

And whereas as per BID documents, the Service Provider has to enter into a Contract Agreement with SBI and execute an Indemnity Bond before starting the work. The Service Provider has entered into Contract Agreement with SBI on _____(hereinafter referred to as “the Contract”).

In consideration of SBI having awarded the above said Contract, the Service Provider hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits, loss and claims arising out of any mishaps occurring at the site due to faulty work, negligence and for violating rules and regulations by the personnel of the Service Provider, any possible damage to the building and members of Bank’s staff/public in course of execution of the work, for which Service Provider shall be solely responsible.

Further, Service Providers hereby indemnifies and keep SBI indemnified for any loss or damages caused or suffered or to be caused or to be suffered by State Bank of India on account of any breach of the terms and conditions of the Contract by the Service Provider.

**Signature of Service Provider
with seal**

**DETAILS OF LOCATIONS / SITES FOR DEPLOYMENT OF
SECURITY PERSONNEL.**

| S.N | LOCATION / SITES | Watch and Ward personnel | TOTAL |
|------------|---|-------------------------------------|--------------|
| 1 | Various Sites in Bhubaneswar and Branches under SBI, LHO, Bhubaneswar | 207 | 207 |

Note: Numbers of Sites / Security Personnel to be engaged may vary depending upon Bank's requirements from time to time.

SPECIAL CLAUSES

1. Invitation of application for issue of Tender does not constitute any guarantee for issue of Work Order to the bidder(s).
2. Opening date of **Bid as per GEM portal.**
3. **All attachments to be submitted are required to be stamped and countersigned by authorized representative of the company.**

PART-‘A’

| Evaluation Matrix/ Qualifying Criteria | | | |
|---|--|---------------|--------------|
| Sl No | Unique Selling Proposition | Maximum Marks | Marks Scored |
| 1 | Average Annual Turn Over during last three Years (copy of audited balance sheets for last three years ending March 2024 to be submitted, March 2024 figures could be provisional). | | |
| | Above ₹8.00 Cr | 10 | |
| | More than ₹4.80 Cr & up to ₹8.00 Cr | 08 | |
| | Minimum ₹4.80Cr | 05 | |
| 2 | Relevant experience in the field (As on 31 st August 2024) (Copy of letter of incorporation of company and work orders issued by various organizations during the following period to be submitted). . | | |
| | 10 Years and above | 20 | |
| | Above 5 Years and less than 10 Years | 15 | |
| | Minimum 5 Years. | 10 | |
| 3 | Agency have own training Centre/tie up facilities with other organization in the– (Certificate from competent authority to be submitted) | | |
| | Own training Centre in the State of Odisha | 10 | |
| | Own-training Centre in States other than Odisha | 08 | |
| | Agency do not have their own training Centre but have tie up with other organization in Odisha (Documents to be attached) | 05 | |
| 4 | The Private Security Agency should have 5 years’ experience providing Security Guards Services to minimum 4 Public/Private Sector Banks/PSUs/State PSU/Govt. Organizations including 02 Public Sector Banks with average annual deployment of 100 guards per month during last 5 years | | |
| | Security Agency in the business of Security Service provider especially dealing in Security Watch and Ward Personnel in Public/Private Sector Banks/PSUs/State PSU/Govt. Organizations (including Banks as one entity) (copy of work order by respective organizations to be submitted). | | |
| | More than 5 Organization of which 4 Public Sector Banks (For at least 3 continuous years) | 20 | |
| | Minimum 4 Organizations of which 3 Public Sector Banks (for at least 3 continuous years). | 15 | |
| | Minimum 4 Organizations of which 2 Public Sector Banks (for at least | 10 | |

| | | | |
|---|---|-----------|--|
| | 3 continuous years) | | |
| 5 | Number of Security personnel /Watch and Ward Personnel on the payroll of the firm as on 31 st August 2024 (ECR of EPF must be submitted of last three months) | | |
| | More than 500 personnel. | 10 | |
| | More than 200 and up to 500 personnel | 08 | |
| | Minimum 200 personnel | 05 | |
| 6 | Cumulative value of the top 3 security contracts executed in the last five years (valid from 1st April 2019 to 31st March 2024 with minimum duration of each contract being not less than one year) in any Public/Private Sector Banks/PSUs/State PSU/Govt. Organizations Note: - The values should be inclusive of GST. | | |
| | Cumulative value of contracts more than or equal to ₹ 8.0 Crores | 10 | |
| | Cumulative value of contracts more than ₹ 6.0 Crores but less than 08 Crores | 08 | |
| | Cumulative value of contracts equal to ₹ 6.0 Crores | 05 | |
| 7 | Deployment of Guards (Unarmed/ Armed) in Public Sector Bank during the last 05 years | | |
| | More than or equal to 300 | 10 | |
| | More than 100 but less than 300 | 08 | |
| | Minimum 100 | 05 | |
| 8 | Number of Security guards supplied against a single security contract of at least Two-year duration in any Public/Private Sector Banks/PSUs/State PSU/Govt. Organizations | | |
| | Number of Security guards supplied more than or equal to 250 | 10 | |
| | Number of Security guards supplied is more than 100 and less than 250 | 08 | |
| | Number of Security guards supplied is 100 | 05 | |
| | | | |
| | Maximum Marks / Total Marks obtained. | 100 | |

3. Marks under each parameter as per **PART-‘A’** will be awarded by the committee but will not be disclosed to the firms. Minimum qualifying marks shall be 75 marks. The bids of Service Providers securing less than the qualifying marks will not be considered for opening of price bids. For example, if the Service Provider score 74 and below marks, then applicant/ Service Provider will NOT be considered for further process/Part B/Price Bid on GeM Portal.

4. **‘Part B’** of the Tender containing the ‘Price Bids’ will be applicable to only those Companies who have fulfilled all the conditions laid down in the Essential Pre-requisites, General Conditions Special Clauses of the Tender and the Terms & Conditions of the Tender, and finally shortlisted firms as per evaluation matrix will be considered on GEM Portal.

5. ‘Part B’ of the Tender containing the Price Bid will not be opened/considered in case the Service Provider does not fulfill the requirements laid down for ‘Part A’ of the Tender. Such Tenders will be rejected.

6. In the event of award of the contract, the Successful Bidder(s) shall not sub-contract the job awarded or outsource the manpower. The awarded work contract shall be nontransferable. The manpower to be engaged at the Bank's sites should be on the Service Provider's payroll.

7. The successful bidders shall be awarded Contract for a period of two year, which may be extended / renewed for a further period not exceeding more than six months, subject to satisfactory performance, after annual review, at the same service rate and under the same terms and conditions.

.....

Clarification: Minimum Wages as declared & Service Charges

Watch and Ward (Without Arms)/ Supervisor (CRO/ VMS Operator/ Receptionists) for -(Area B and Area C): (as per central labor department notification effective w.e.f. 01/04/2024)

The sample rates that will be considered for service charges calculation will be those that are mentioned below:

| Category | Total wages per day (Basic plus VDA) | Minimum service charges (to be quoted as equal to/ or above the base price) | Quoted service charges amount |
|--|---|--|--------------------------------------|
| Watch and Ward personnel (unarmed) | Rs. 862 (Area 'B') | @ 3.85% as per GeM norms | |
| In charge watch and ward personnel (armed)/ Supervisor | Rs. 948/- (Area 'B') | Same as above | |

Note: EPF and GST shall be payable as per prevailing rate extra:

Minimum Services charges @3.85% on Basic, VDA only.

Salary will be payable on 26 days in month/ actual presence basis. Accordingly, reliever Charges @ 1/6 of total Basic + VDA + EPF) shall be paid, wherever applicable.

The Government Rules/ of GeM portal in this regard will be final i.e. if only one bidder could be allotted the work, as per the GeM norms then only L1 will be offered the entire work.

Date: -

Sign of Service Provider