

**TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR
STATE BANK OF INDIA: NORTH EASTERN CIRCLE**

START DATE: 14.09.2022

END DATE: 29.09.2022

**TENDER FOR EMPANELMENT OF LICENSED (PSARA) PRIVATE SECURITY AGENCIES
FOR PROVIDING SECURITY SERVICES FOR NE CIRCLE AT ADMINISTRATIVE OFFICES,
BRANCHES, GUEST HOUSES, RESIDENTIAL COMPLEXES ETC.**

State Bank of India (SBI), Circle Security Department, Local Head Office, Guwahati (Bank) hereby invites applications/ EOI from reputed, reliable and experienced private security agencies for providing security guards (Armed / Unarmed) at State Bank of India LHO/ administrative offices buildings, branches, guest houses, residential complexes etc. located in the geographical area of North Eastern Circle which includes Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram states.

The Bank reserve the right to cancel or withdraw this tender notice at any time without assigning any reason.

• Empanelment of agencies for the purpose will be for a period of two years from the date of empanelment. During this period, Bank reserve the right to cancel the panel of agencies at any time without assigning any reason and/ or go for a fresh empanelment or may extend the period of empanelment on the same rates, terms & conditions for two more terms of one year each but not beyond a maximum period of four years from the date of empanelment. The extension/ renewal will be at the discretion of the Bank and the empanelled agencies will not have right to claim extension/ renewal.

2. The essential prerequisites and general conditions of the TENDER are given in Annexure – I to this notice.

3. The special clauses are given in Annexure – II

4. The Charter of duties & responsibilities to be performed is at Annexure –III.

5. Format of the forwarding letter for the TENDER is at Annexure –IV.

6. Format for submitting Security Agency Profile (Part A) are at Annexure VA & VB.

7. The terms and conditions of the contract are at VI.

8. All Annexure to this notice can be down loaded free of cost from the site www.statebankofindia.com or www.sbi.co.in under the head 'Procurement'.

9. A Pre-bid meeting will be held on 21.09.2022 at 1100 hrs to 1330hrs. All clarifications to be sought during the pre-bid meeting and no clarification shall be entertained thereafter under any circumstances.

10. Last date of submission of the TENDER is up to 1400 hrs on 29.09.2022.

11. The technical bids will be opened at 1500 hrs on 29.09.2022.

12. The e-tendering / reverse auction shall be carried out by Administrative Offices / LHO, amongst the empanelled agencies and shall be intimated separately to the empanelled agencies.

TO BE ADDRESSED TO:

**Circle Security Officer
STATE BANK OF INDIA
LOCAL HEAD OFFICE G.S.ROAD, DISPUR
GUWAHATI – 781 006**

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Annexure - I

PREFACE

The TENDER shall be submitted in one part for screening of the Security Agency profile about fulfilling the essential prerequisites and GENERAL CONDITIONS given below (including submission of Demand Draft for earnest money).. "TENDER FOR SECURITY SERVICES" shall be submitted to the Circle Security Officer, State Bank of India, Circle Security Department, Local Head Office, Guwahati on or before **29.09.2022 by 1400 hrs.** The desired documents should be placed in a single envelope superscripted as above.

Eligibility Criteria:

- The Applicant {(Security Agency) Partnership Firm/ LLP/ Proprietorship / Company} should be in the business of Security Agency, especially dealing in Security Guards for last 05 years as on 01 September 2022. (Please attach certificates & testimonials) The Security Agency should be registered in India under Companies Act 1956 or under any other law as applicable.
- The Security Agency should be Registered with the competent authority of the State Govt under Private Security Agencies (Regulation) Act 2005 in the state of Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram (wherever the Act is in force)
- Since we have deployment of Private Security Guards in all the states of Northeast. Having valid and active Registration, under Private Security Agencies (Regulation) Act 2005 in any of the Seven NE states as mentioned above is mandatory at the time of submission of tender.
- The work allotment shall be done by Administrative offices / LHO by calling price bid from the empanelled agencies through e-tendering / reverse auction as and when required during the validity of empanelment. The empanelled security agency which is having PSARA licence for the area of requirement shall be eligible for participation in e-tendering/ reverse auction process.
- The Security Agency should possess a valid PAN/TAN number in the name of the Security Agency.
- The Security Agency should have EPF, ESIC, GST, Labour department registration, registration under shop and Establishment Act etc.
- The Security Agency against which the Bank has initiated or taken action for depanel / blacklisting shall also not be eligible.
- The Security Agency should have its registered or well-established office in Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram (wherever registered under PSARA Act 2005)
- The Security Agency should have rendered satisfactory service in this field to Govt / reputed Private organization / PSU/ PSB for at least 3 years with minimum deployment of 25 guards in one organization (Copy of work order to be enclosed)
- The Security Agency should not be a loss-making unit.
- The applicant (Security Agency) should have a minimum Annual Turnover of Rs 1.50 crore (One Crore Fifty Lakh) in the last 3 financial years i.e. 2019-20, 2020-21, 2021-22. (Please attach balance sheet audited by Chartered Accountant).
- The Bidder must have adequate infrastructure in terms of office and Training Centre with qualified training staff.
- The Bidder must have adequate manpower to provide Security guards at short notice and also in emergency at any time of the day.
- Bank will not enter in any communication with the unsuccessful bidder.
- The agency to submit satisfactory performance certificate from their clients as per enclosed format. (**ANNEXURE-III-A**)

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GENERAL CONDITIONS

- a. Complete details of the Security Agency viz. Office Postal Address, Phone Number(s), Mobile numbers of the Contact persons, email ids, FAX Number(s), additional Office(s) details, if any, should be furnished in the TENDER.
- b. Earnest Money of Rs. 100,000/- (Rupees one lakh only) in the form of a Demand Draft drawn in favour of State Bank of India, payable at Guwahati, should be enclosed with the Tender. Agencies having registration under MSME are exempted from depositing the EMD, subject to submission of MSME Registration certificate.
- c. All the Tender documents must be signed by one of the Directors / authorized signatory (through board resolution) as the case may be.
- d. **Last Date of receiving the Tender is by 1400 hrs on 29.09.2022.**
- e. The format for submitting, Security Agency Profile is given at Annexure V-A & V-B attached to this Notice.
- f. **The Envelope of the Tender application** must include the following:
- i) Earnest Money Draft for Rs. 100,000/- OR MSME Registration Certificate.
- ii) **ANNEXURE-I to ANNEXURE-V** duly signed by the authorized signatory of the Security Agency along with rubber seal of the Security Agency.
- iii) **ANNEXURE-V-A** duly filled in the same format/pro-forma and signed by the authorized signatory of the Security Agency along with rubber seal of the Security Agency. (Any deviations in the format shall render the tender application summarily rejected)
- iv) Copies of the listed documents of the Security Agency as given at the end of **ANNEXURE-V-B** should be attached to **ANNEXURE-V-A** (Security Agency Profile)
- v) **Annexure-VI**, duly signed by the authorized signatory of the Security Agency along with the rubber seal of the Security Agency, as a token of willingness to accept all the Terms and Conditions of the Contract, if awarded.
- h. Tender Form must be completely filled in English only. Incomplete Tender application will be rejected.
- i. Tender Documents are required to be signed by the authorized person submitting the Tender as a token of his/ their having read and understood the Essential Prerequisites, General Conditions, Special Clauses, Charter of Duties & Responsibilities for staff to be engaged, Terms & Conditions of the Contract, etc..
- j The rate for the watch & ward Services and work order will be decided by e-tendering / reverse auction amongst the empanelled agencies by Administrative Offices / LHO, as and when required after the empanelment subject to having valid and active PSARA License applicable in the jurisdiction of concerned area/ Administrative Offices / LHO
- K. The bank reserves the right to change the distribution at its own discretion any time during the empanelment process or the contract period.
- L. Bank will not be responsible for any delay in submission or any damage in sealed cover of the EOI application in transit in case of postal/courier delivery. Such applications will be out rightly rejected.
- m. In case, 29.09.2022 is declared a holiday then the applications will be accepted till 1400 hrs the next working day.
- n. No bids shall be accepted through e-mail.**
- o.) Mere submission of EOI will not short list the bidder for empanelment.
- p) Terms & Conditions at Annexure -VI will be duly signed and sealed on each page by the authorized signatory of the firm as a token of acceptance.**

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Annexure-II

SPECIAL CLAUSES

- Invitation for application for issue of Tender does not constitute any guarantee for issue of Work Order to the bidder(s).
- Opening date of the Tender is at 1400 hrs on 29.09.2022 & **Date of e-tendering / reverse auction shall be intimated later.**
- Tenders will be opened in presence of the Bidder or their authorized representative, should they choose to be present. Only one representative of each Security Agency will be allowed to be present during opening of the Tender.
- 'A Designated Committee shall screen the Tender Documents for the Security Agency's conformity to the laid down Prerequisites/ General Conditions.
- Only sealed and signed Tenders on the prescribed format accompanied by the Earnest Money Demand Draft for Rs 100,000/- drawn in favour of State Bank of India, payable at Guwahati shall be considered.
- Incomplete, unsigned applications or applications without Earnest Money will be rejected without giving any opportunity.
- Tenders with corrections and/or overwriting are liable to be rejected, if these are not authenticated by one of the Directors /authorized Signatory (through board resolution) as the case may be.
- No interest will be payable on the amount of earnest money. The Earnest Money in respect of unsuccessful bidders will be refunded in due course of time. The Earnest money deposited by the successful bidder will be kept by the Bank as security and the same will be refunded after completion of the term or on early termination as case may be.
- The bidders who fulfill the requirements given in tender shall be empanelled with bank. The empanelment does not guaranty issue of work order. The work order shall be issued after the e-tendering / reverse auction amongst the empanelled agencies as and when required by the Administrative Offices / LHO. In case the empanelled agency awarded the work fails to provide satisfactory service to the bank during the contract period, the bank shall have the right to terminate the contract.
- In the event of award of the contract, the **Successful Bidder(s) shall not subcontract the job awarded or outsource the manpower.** The contract is nontransferable. The manpower to be engaged at the Bank's sites should be on the Security Agency's payroll.
- Tenure of Contract awarded shall be for two year, which may be extended / renewed for two more terms of one year each, subject to satisfactory performance, after annual review, at the same rate and under the same terms and conditions. The extension/ renewal will be at the discretion of the Bank and the empanelled agencies will not have right to claim extension/ renewal.

The rate for the watch & ward Services will be decided on the lowest Service Charges arrived through e-tendering / reverse auction by the Bank. Successful empanelled agencies will be awarded the work in branches/ Offices etc under North Eastern Circle in the State where he holds a valid and active PSARA License. In future if the agency does not hold valid and active PSARA License in any particular NE Circle states where deployment of guards is required, the work order shall be given to other agency having valid and active PSARA license of that particular state subject to his willingness to provide man power at rates finalized through e-tendering / reverse auction or may go for fresh e-tendering/ reverse auction.

- All the statutory obligations as laid down with reference to the Security Agency or its employees should be fulfilled by the successful Security Agency(s), in terms of the relevant acts/rules/laws/guidelines laid down by the Labour Department of the Central /State / UT Government(s) and/ or any other Statutory Authority from time to time. The Security Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition Act, 1970) Act, EPF, ESIC, Labour Welfare Fund, Payment of Bonus Act, Labour laws, Payment of Wages Act, Workmen Compensation Act, Payment of Gratuity Act, GST, Income Tax Act or any other law in force at the relevant time. with regard to the Security Guards engaged by them. It will be the responsibility of the Security Agency to provide details of manpower deployed by them to the Labour Department and SBI.

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- The age of Security personnel should not be below the age of 18 years and above the age of **55** years and should be in good health. Bank may requisition services of female watch & ward specifically as per its requirement.
 - The Private Security Agency's employee, who is an armed guard, shall have a licensed fire arm of non-prohibited weapon, of his own. The Private Security Agency will ensure that the gun license of the Private Security Agency employee remains valid as per state laws. The custody of the arms/gun shall be the sole responsibility of the Private Security Agency or the Private Security Agency employees and the bank shall not be liable for the safe custody of the arms/gun.
 - Indemnity Bond in respect of all the employees engaged will have to be submitted by the successful Bidder(s) at the time of signing of the Contract.
 - Police Verification of Character and Antecedents of all the employees of the Security Agency engaged at the Bank's sites, will have to be obtained by the successful Bidder(s) and retained by them for inspection by the Bank officials.
 - An Identity Card should be issued by the successful Security Agency to each personnel engaged at the Bank's sites.
 - Letter of fidelity has to be obtained from the employee of the successful Bidder(s) who are engaged at the Bank's sites. These will be inspected by the Bank before commencement of the work.
 - One third of the engaged personnel at all the locations / sites should be changed over / rotated every six months.
 - Boarding / Lodging of the employees will not be provided by the Bank nor shall the Bank pay for it. Bank shall not provide any accommodation to the employees engaged at the Bank's sites by the successful Bidder(s).
 - The payments to the Security Agency, to whom the work order will be awarded, shall be on a monthly basis in arrears, upon production of auditable Bill(s) in triplicate, along with supporting documents giving proof of work/ duties performed by each employee (muster roll), attendance sheet duly certified by respective designated branch and overall certification by the Security Agency in regard to correctness of the bills/documents submitted. These should be accompanied with the proof of payment to the employees by the contracted Security Agency, deposit Challan for EPF, ESI, Service Tax etc. and should be in accordance with labour law only.
 - The Bank will not issue or pay for uniform, shoes and/or any liveries / accessories for the employees of the successful Bidder(s) who are engaged at the Bank's sites. These should be provided by the Security Agency from their resources to each and every person engaged at the Bank's sites.
 - Accessories like baton, whistle, torch with batteries, umbrella, raincoat, cleansing materials, mobile phones etc. will have to be provided by the successful Bidder(s) for employees engaged at the Banks sites.
 - The Bank will not pay any extra allowances and/or wages for Duty Checking as mentioned at Para (z) of the "CHARTER OF DUTIES & RESPONSIBILITIES" (ANNEXURE-III).
 - Bank shall make only the statutory payments under the following heads to the Security Agency. 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 for watch & ward (Armed / **unarmed**) as notified by the Ministry of Labour, Government of India from time to time.
 - II. DA as notified by the Ministry of Labour, Government of India from time to time.
 - III. Minimum statutory EPF contribution.
 - IV. Statutory ESIC contribution.
 - V. Statutory Bonus once a year.
 - VI. Statutory contribution towards Labour Welfare Fund.
 - VII. Pay for three National Holidays in a year.
30. Any Forgery / False information detected at any stage shall lead to **IMMEDIATE** cancellation of Work Order (if already awarded) and / or disqualification from the tendering process and also the Security Agency will be liable to prosecution. Jurisdiction of the Court will be at Guwahati only.
31. Bank reserves the right to reject any or all Tenders without assigning any reason whatsoever at any stage of the tendering process or even after the same is completed. The Bank also reserves the right to change or modify any specifications/ conditions at a later date/ during the process of tendering.
32. **HOURS OF DUTY:**

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The Security Guard Services shall be provided in 3 shifts of eight hours each, as under:

Shift 1: from 06.00 a.m. to 02.00 p.m.

Shift 2: from 02.00 p.m. to 10.00 p.m.

Shift 3: from 10.00 p.m. to 06.00 a.m. (next day)

33. **PENALTIES:** In case of one or more of the Security Guards not performing the services as stated herein above, SBI shall be entitled to levy following penalty:

a) In case any of the Security Agency's personnel deployed under the contract is (are) absent, a penalty equal to double the wages of the number of guards absent on that particular day shall be levied by the SBI and the same shall be deducted from the Security Agency's bills.

b) In case of unavoidable circumstances, if the delay in reporting of new shift man occurs the previous one will continue until the new man reports & the Security Agency shall be liable to pay the previous man an additional sum in accordance with the law at their cost.

c) In case any public complaint is received attributable to misconduct/misbehavior of the Security Agency's personnel, a penalty of Rs.1,000/- for each such incident shall be levied and the same shall be deducted from the Security Agency's bill. Further, the Security Agency's personnel concerned shall be removed by the Security Agency from the SBI system immediately.

d) In case the Security Agency fails to commence/execute the work as stipulated in the agreement or performance is unsatisfactory or does not meet the statutory requirements of the contract, SBI reserves the right to impose the penalty as detailed below:-

i) 20% of monthly cost of order/agreement per week, up to four weeks delays.

ii) After four weeks delay, SBI reserves the right to cancel the contract and get this job carried out preferably from other successful bidder agreeing to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Security Agency. Further, the Security Agency shall also be black listed for a period of 4 years from participating in such type of tenders and the earnest money/security deposit may also be forfeited, if so warranted.

e) If any of the Security Agency's personnel deployed under the contract is (are) found sleeping while on duty, a penalty of Rs 500/- per incident shall be levied and the same shall be deducted from the Security Agency's bills.

f) For any failure in communicating incident report to the Management Centre / SBI, as applicable, and exceeding one hour from the incident, a penalty of Rs 500/- per incident shall be levied and the same shall be deducted from the Security Agency's bills.

33. WARRANTIES AND LIMITATION OF LIABILITY:

a. The Security Agency warrants that it will perform its obligations under this Annexure in a professional and workmanlike manner.

b. The PREMISES and the valuables inside the PREMISES as well as in the PREMISES site are and shall always remain SBI property. The Security Guard will take all reasonable steps which are required from a man of common prudence, to protect SBI's property.

34. TERMINATION:

Empanelment/ contract may be terminated as set forth below:

a. The empanelment may be cancelled/ terminated earlier at any time by the Bank at its own convenience by giving a prior notice of 30 days in writing to the empanelled agency(ies).

b. By either party upon a default by the other party in the performance of any of its material obligations under this Annexure if it is not cured within 15 (Fifteen) days after written notice by the non-defaulting party.

c. SBI may terminate the Security Guarding Services at a particular PREMISES or all premises/ Site(s) by giving 30 days written notice to the Security Agency.

35. FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, tempest, acts of God, natural phenomenon, epidemics, acts of government etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

36. OBLIGATION OF THE SECURITY AGENCY:

The Security Agency shall ensure full compliance with tax laws & other applicable laws of India with regard to this contract and shall be solely responsible for the same. The Security Agency

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shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the Security Agency in respect thereof, which may arise.

37. DISPUTE RESOLUTION:

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, SBI, Local Head Office, Guwahati.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Security Agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at Guwahati only.

38. JURISDICTION OF COURT:

The courts at Guwahati shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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Annexure-III

**SECURITY GUARDING SERVICES
CHARTER OF DUTIES & RESPONSIBILITIES**

This document is an Annexure, which serves to clarify the responsibilities with regard to the Security Guarding Services that the Security Agency will provide to the State Bank of India (SBI), Local Head Office, Guwahati for SBI's network of administrative office buildings, branches, guest houses, residential complexes etc. located in the geographical area of North Eastern Circle which includes Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram states.

The Security Agency will provide and SBI will avail the Security Guarding Services for various sites in Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram, as may be advised by SBI in writing from time to time.

1. DEFINITIONS:

As used in this Annexure, the following terms will have the following meanings. Capitalized terms not defined in this Annexure will have the meaning assigned in the tender documents elsewhere.

"Security Guard" means the employee of the Security Agency providing Security Guarding Services at the SBI Sites.

"Security Agency" means the Security Agency engaged by SBI to provide Security Guarding Services to SBI pursuant to this Annexure.

"Security Guarding Services" means the services to be provided by Security Guarding Security Agency at the Sites and more specifically covered in clause 2 of this Annexure.

"Customer" means the customer of SBI.

"Bank" means the State Bank of India and/ or its offices/ branches of NE circle

"LHO" means SBI, Local Head Office, Guwahati.

2. SCOPE:

2.1 The Security Agency will provide Security Guarding Services to SBI where the Security Guard shall be based at the Sites advised by SBI. The Security Agency shall be responsible for managing the Security Guarding Service and ensuring the presence and performance of duties of the Security Guard at the Sites. The Security Agency has the right to transfer/rotate/remove/replace all or any of the Security Guards from the Sites/locations at any point of time with prior intimation to SBI after ensuring that replacement is provided. SBI may also require the Security Agency to Transfer/rotate/remove/replace all or any of the Security Guard from the Site locations at any point of time

2.2 The Security Guard shall:

- a) Be available at the Site as per prior agreement with SBI.
- b) Be uniformed with proper authorization/identification badges/identity card of the Security Agency. The Security Agency will give prior notification to SBI and the Branch Manager concerned of the Branch or its authorized official about the Security Guard posted at a particular Site;
- c) Maintain discreet internal surveillance of the Site;
- d) During duty hours, the security Guards will not engage themselves in any activity that is not in the interest of SBI. If any Security Guard indulges in activities detrimental to the interest of SBI, SBI may bar him from duty in any site of the Bank. The decision of SBI in this regard will be binding on the security guarding Security Agency;
- e) Escalate problems of any kind to SBI Branch Manager concerned. The Security Guard will maintain a suitable register for recording details of such reports made including persons called etc.;
- f) In case of fire, he should try to extinguish it with the Portable Fire Extinguisher at the site, if available. If it is beyond his control, he should call Fire Brigade, Police and also inform Bank officials;
- g) Prevent theft / damage of Bank's property from the site.
- h) Provide protection to the property of the Bank / customers against crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, etc.;
- i) Promptly call police station, fire services, etc., in case of emergencies;
- j) Have the contact numbers of the local designated officials of the Security Guarding Security Agency;
- k) They should prevent use of the premises by squatters, hawkers or undesirable persons;
- l) They should prevent misuse of the premises by antisocial elements or any such activities.

2.3 As a part of the management and supervision of Security Guarding Services, the obligations of the Security Agency are detailed as under:

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- a) The Security Guarding Services will be requisitioned for any Site by SBI;
- b) The Security Agency should have in place a policy for engaging Security Guard thorough background check;
- c) The Security Agency will ensure that there is no violation by them of any statute and all the laws, rules and regulations will be strictly followed / implemented by the Security Agency in regard to deployment of Security guards for such services. SBI may, at its own cost, obtain independent audit report in respect of the statutory compliances by the Security Agency;
- d) The Security Agency will be responsible for the services provided to SBI by the Security Guard;
- e) The Security Agency will examine the Access Register maintained at any Site by the Security Guard at periodic intervals and inform SBI about discrepancy noticed by them. The designated official of the Security Agency will have to sign the said register in token of his examining the same; The register will be countersigned by the Manager/ Branch official, whenever they visit the site as token of their having also examined the same;
- f) The Security Agency will have overall responsibility to ensure that the Security Guarding Services is rendered by the Security Guard efficiently and initiate corrective steps of its own where necessary. The Security Agency will respond promptly to any complaint made by LHO/SBI in regard to dereliction of duties/default in performance by its personnel.
- g) They should provide protection to the property of the Bank & its customers against crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, etc.

2.4 Employees of Security Agency:

The Security Guards engaged by the Security Agency shall be the employees of the Security Agency, and in no event the said Security Guards shall be deemed to be the employee of SBI. SBI is not responsible / liable to the said Security Guards and payment of salary, allowances and any other amount shall be the responsibility of the Security Agency only. The Security Agency shall ensure that the requisite payment including salary, provident fund/ gratuity and pension, if any, will be paid by the Security Agency and no liability of any kind whatsoever towards the said Security Agency shall devolve upon SBI. The Security Agency hereby indemnifies SBI and agrees to keep SBI indemnified against all losses, damages, expenses and claims

which SBI may suffer/incur or which may be made against SBI in respect of the services provided by the said Security Agency.

Annexure -III A

Performance Certificate

(On the Employer's letter head)

It is to certify that M/s(office address).....has been providing Security guards to our organization at the location (address).....wef To.....

The numbers of security guards provided are.....

We rate the services provided as;

- a) Excellent
- b) Good
- c) Satisfactory
- d) Poor

(Authorized signatory)

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Annexure -IV

(Forwarding Letter)

(To be submitted on the Security Agency's letter head on this Proforma only)

**Circle Security Officer
STATE BANK OF INDIA
LOCAL HEAD OFFICE
G.S.ROAD, DISPUR
GUWAHATI – 781 006**

Dear Sir,

EXPRESSION OF INTEREST FOR SECURITY GUARDING SERVICES

With reference to your TENDER Notice dated, we hereby submit our Security Agency's profile in the prescribed Performa for the captioned work.

2. We have read and understood the Essential Prerequisites, General Conditions, Special Clauses of Tender, Charter of Duties & Responsibilities for Personnel to be engaged, Schedule of Deployment and Terms and Conditions of the Contract for providing Security Guarding Services at various sites under State Bank of India, in Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram states agree to abide by them.

3. We also understand that the SBI reserves the right to reject any or all applications at any stage without assigning any reason thereof.

Yours faithfully,

(Signature with date and Seal of the Tenderer)

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Annexure – V-A

(Part A)
SECURITY AGENCY PROFILE

Sl. No	PARTICULARS	RESPONSE
1	Name of the Organization	
2	Date of incorporation & year of establishment	
3	Address of Head Office	
4	Address of all Offices in Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Tripura and Mizoram states	
5	Communication details of contact official(s) Name	
	Phone No. (land line) & Mobile Number	
	Fax No	
	e-mail address	
6	Security Agency Registration No. under Companies Act 1956	
7	Security Agency Registration with Assam Govt. under PSAR Act.	
8	Security Agency Registration with Meghalaya Govt. under PSAR Act.	
9	Security Agency Registration with Arunachal Pradesh Govt. under PSAR Act.	
10	Security Agency Registration with Nagaland Govt. under PSAR Act.	
11	Security Agency Registration with Manipur Govt. under PSAR Act.	
12	Security Agency Registration with Tripura Govt. under PSAR Act.	
13	Security Agency Registration with Mizoram Govt. under PSAR Act.	
14	GST No.	
15	Security Agency's Pan/Tan No.	
16	EPF Registration No	
17	ESIC Registration No.	
18	Labour Deptt. Registration No.	
19	Profit after Tax deduction for 2019-2020	
20	Profit after Tax deduction for 2020-2021	
21	Profit after Tax deduction for 2021-2022	
22	Cumulative profits after Tax deduction for last 3 financial years (01.04.2019 to 31.03.2022)	
23	Annual Turnover for 2019 – 2020	
24	Annual Turnover for 2020 – 2021	
25	Annual Turnover for 2021 – 2022	
26	Cumulative Turn for last 3 years (01.04.19 to 31.03.22)	
27	Name of the Organizations to whom provided guarding services in this field for the FY 2019-20	
27A	Total number of guards deployed in one organization	
28	Name of the Organizations to whom provided services of manpower in this field for the FY 2020-21	
28A	Total number of guards deployed in one organization	
29	Name of the Organizations to whom provided services of manpower in this field for the FY 2021-22	
29A	Total number of guards deployed in one organization	
30	Organizations' with whom currently empanelled. (Security Agency/Banks/PSU etc. Please furnish name & date of empanelment)	
31	Blacklisted if ever. Name of Organization, date & reason	

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32	Name and address of the Banker	
33	Any other information considered relevant	

Note: Copies of documentary proof should be enclosed along with this Annexure

(Signature with date and seal of the Tenderer)

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Annexure- V-B

DOCUMENTS TO BE ATTACHED TO SECURITY AGENCY PROFILE

- Security Agency Registration with Assam Govt. under PSAR Act /
- Security Agency Registration with Meghalaya Govt. under PSAR Act /
- Security Agency Registration with Arunachal Pradesh Govt. under PSAR Act /
- Security Agency Registration with Nagaland Govt. under PSAR Act /
- Security Agency Registration with Manipur Govt. under PSAR Act /
- Security Agency Registration with Tripura Govt. under PSAR Act /
- Security Agency Registration with Mizoram Govt. under PSAR Act.
- Valid Registration Certificate (under Companies Act 1956)
- GST NO
- SAC Code
- ESIC Licence
- EPF Licence
- PAN / TAN Card
- Audited Balance Sheet for 3 financial years (April 2019 to March 2022)
- Security Agency registration with labour department.
- Earnest Money Deposit
- Proof of services rendered to Govt / reputed Private organization / PSU/ PSB(performance certificates be included along with work order of minimum 25 guards in one organization)
Documents should clearly reflect the services rendered for past 3 financial years i.e. 2019 to 2022 in this field.
- Any other document(s) necessary to satisfy the requirements laid down at the ESSENTIAL PREREQUISITES, GENERAL CONDITIONS, TERMS & CONDITIONS OF THE CONTRACT and Annexure –VA (Security Agency Profile) of this notice.

(Signature with date and seal of the Tenderer)

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Annexure-VI

AGREEMENT

This Agreement is made on this between “.....”, having its registered office at, hereinafter referred to as “Private Security Agency” represented by Mr. (which term shall unless repugnant to the context means its successors and permitted assignees) who is duly authorized by the Private Security Agency to sign and execute the Agreement as per the bye laws of the Private Security Agency on ONE PART:

AND

STATE BANK OF INDIA,hereinafter called the “Bank” unless repugnant to the context means its successor, transferee, assigns etc. and is represented by the Circle Security Officer / Zonal Security Officer on the other part.

WHEREAS:

The Private Security Agency has represented to the Bank that it has the necessary expertise and infrastructure including trained personnel, equipments etc. to undertake **Comprehensive Watch & Ward Services with/without Arms** for the Bank and requests for entering into a contract for providing comprehensive special maintenance services w.e.f. from 0600 hrs

WHEREAS

The Bank is desirous of entering into the contract for the Watch & Ward Services at its various **SBI Offices/ Residential Complexes / Branches etc.** This agreement is purely an agreement for providing Watch & Ward service and not any agreement for hire of contract labour.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF SERVICES

- 1.1 The Private Security Agency shall provide, upon request, to the Bank for and on behalf of its offices, which includes its divisions, subsidiaries or affiliates, such services as are described in this Agreement including those set forth in Charter of duties attached hereto 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 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 from

3. TERMS :

- 3.1 This Agreement shall remain in force for period of two years from, unless sooner terminated by either of the parties.

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3.2 The parties to this agreement shall have a right 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, until renewed or terminated by thirty (30) days prior notice in writing. 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. COMPENSATION AND BILLING :

4.1 All Bills should be submitted on Companies 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 **(Annexure A)**. The Bank will not entertain bills for rvicees provided for the periods prior to the preceding month. The Bank shall not be liable to pay any interest for the delayed period. The **soft copy** of the bill & details calculation as per bill format should also be sent to the official E-mail containing duly signed scanned copy of letter id as provided by the Bank. 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 Private Security Agency. The Muster Roll, pay sheet of each personnel engaged at SBI Premises along with a confirmation in the form of Notarized Indemnity on Rs 10/- Stamp paper (as per attached format in **Annexure G**) in respect of EPF & ESIC deposited by the Private Security Agency& other declaration made, has to be submitted for reimbursement of the bill.

4.2 Salary calculation and components of salary are given in **Annexure B** (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.

4.3 The Private Security Agency should submit all authorized persons details (related to Watch & Ward service) including their official e-mail containing duly signed scanned copy of letter ID and mobile nos. as per the Bio-data format given in Annexure 'D'

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- 4.4 Whenever any clarification/communication is requested/asked via e-mail containing duly signed scanned copy of letter the Private Security Agency must send reply to that e-mail containing duly signed scanned copy of letter within 48 hours.
- 4.5 The details of monthly of EPF & ESIC and other statutory/mandatory dues submitted by the Private Security Agency (duty done by each personnel basis) should be submitted along with the bill of same month separately for Area category A, B & C.
- 4.6 The monthly pay sheet should be provided to every personnel engaged at SBI Premises on or before 15 days of succeeding month, as per format given in **Annexure 'C'**. A copy of the same should also be submitted to the concerned office of SBI.
- 4.7 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.
- 4.8 The attendance sheet attached with bills should be signed by one of the following officials:-
- (a) Bank Official.
 - (b) Branch Manager/Designated officer of the respective SBI premises.
- 4.9 All the statutory obligations as laid down with reference to the Private Security Agency or its employees should be fulfilled by the Private Security Agency, in terms of the relevant acts/rules/laws/guidelines laid down by the Labour Department of the Central /State / UT Government(s) and/ or any other Statutory Authority from time to time. The Private Security Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act, 1970), EPF, ESIC etc. with regard to the Watch & Ward persons engaged by them. It will be the responsibility of the Private Security Agency to provide details of manpower deployed by them to the Labour Department and SBI.
- 4.10 The age of Watch & Ward personnel should not be below the age of 18 years and above the age of 55 years and should be in good health. Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the Private Security Agency) the Private Security Agency and report should be submitted to SBI prior to deployment without fail to avoid penalty.

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- 4.11 The Watch & Ward personnel should preferably be Matriculate and full knowledge of local language and minimum working knowledge on English/Hindi language.
- 4.12 Indemnity Bond in respect of all the employees engaged as per format provided by SBI will have to be submitted by the Private Security Agency at the time of signing of the Contract.
- 4.13 Police Verification of Character and Antecedents of all the employees of the Private Security Agency engaged at the Bank's Premises, will have to be obtained by the Private Security Agency and submitted to the Bank within 30 days of deployment.
- 4.14 An Identity Card, duly approved by the Bank, should be issued by the Private Security Agency to each personnel engaged at the Bank's Premises.
- 4.15 Letter of fidelity has to be signed by every employee of the Private Security Agency who are engaged at the Bank's Premises. These should be submitted to the Bank by the Private Security Agency before commencement of the work. Format of declaration to be submitted by the guard/supervisor is given in **Annexure E**
- 4.16 All engaged personnel at all the SBI locations / Offices should be changed over / rotated every six months. It should be kept in mind that the site distance should not be more than 20 km from the Residential address of the employee.
- 4.17 The payments to the Private Security Agency shall be on a monthly reimbursement basis, upon production of Bill(s) in triplicate, along with supporting documents giving proof of work/ duties performed by each employee 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 Watch & Ward persons.
 - (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 as per format provided by SBI.
 - (vi) Original Visit Reports of Branch Certificate as per format provided by SBI.

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- (vii) Original Attendance sheet duly certified by respective designated branch.
- (viii) Notarized Bond on Rs. 10 bond paper (at Private Security Agency's own cost) for overall certification by the Private Security Agency in regard to payment of all wages/statutory & mandatory dues as per format provided by SBI.
- (ix) All fields of all the formats those are attached along with the bill must be completely filled.
- 4.18 **Private Security Agency should provide two pairs of uniform along with accoutrements & other accessories like rain jackets, boots, winter clothing etc. every year. The uniform should be provided to all the persons engaged at SBI Premises as and when due, at its own without being reminded by the Bank to avoid penalty. A certificate has to be provided to Bank every time new uniform & other accessories issued without fail.**
- 4.19 **Accessories like (as per requirement per site) baton, whistle, torch with batteries, umbrella etc. will have to be provided by the Private Security Agency(s) for employees engaged at the Banks Premises from their own resources once in a year.**
- 4.20 **The Bank will not pay any extra allowances and/or wages for Duty Checking by the Private Security Agency representative as mentioned at Para 4 Sub para XX of the „DUTIES AND RESPONSIBILITY OF SECURITY GUARDS/SUPERVISORS“.**
- 4.21 **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) DA as notified by the Ministry of Labour, Government of India from time to time.
 - (iii) Minimum statutory EPF contribution.
 - (iv) Minimum Statutory ESIC contribution.
 - (v) Minimum Statutory Bonus once a year.
 - (vi) Minimum Statutory contribution towards Labour Well-Fare Fund.

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- (vii) Double Pay for the personnel actually performs duty for three National Holidays in a year.
- (viii) Leave wages as applicable.

5. WORK POLICY:

- 5.1 The Private Security Agency agrees to put in its best efforts to meet the Bank's assigned deadlines and standards as applicable to avoid penalty.
- 5.2 The Private Security Agency 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 Private Security Agency should be arranged and confirmed to the Bank in writing. If it is later found that the Private Security Agency 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.
- 5.3 The Private Security Agency 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 Private Security Agency is performing work to avoid penalty.
- 5.4 The Private Security Agency 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 Private Security Agency. 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.
- 5.5 The Private Security Agency 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.
- 5.6 The Private Security Agency 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.

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- 5.7 The Private Security Agency 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.
- 5.8 The Private Security Agency 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 Private Security Agency or its officers or any individual so assigned for performance of services under this Agreement.
- 5.9 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.
- 5.10 The Private Security Agency shall not engage any sub contract or transfer the contract to any other person in any manner. If the Private Security Agency transfers or assigns this contract to any other Private Security Agency/organization (third party) the current agreement will be treated as terminated automatically.

6. INDEPENDENT PRIVATE SECURITY AGENCY :

- 6.1 The Private Security Agency and / or its employees, agents and representatives shall perform all services hereunder as an Independent Private Security Agency on a nonexclusive 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 Private Security Agency 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 Private Security Agency agrees and confirms that the relationship between the Private Security Agency, its employees, agents, representatives is that of employer or employees. The Bank is the principal employer of such persons at all matter and times. It is further confirmed that such personnel/employees shall

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have no relationship with Bank as employee & employer nor any such claim is sustainable.

- 6.2 The Private Security Agency'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 Private Security Agency are governed by terms of the Private Security Agency's employment and the Private Security Agency shall be solely responsible and liable in the event of any claims of whatsoever nature made on the Bank by the employees of the Private Security Agency.

7. INSPECTION AND RIGHT TO AUDIT:

- 7.1 The Private Security Agency 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 Private Security Agency for a period of seven (7) years from the date the record is made.
- 7.2 The Private Security Agency 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 Private Security Agency's operations and business records which are directly relevant to the services and financial agreements, as set forth in this Agreement.
- 7.3 The Private Security Agency shall co-operate with the Bank's internal or external auditor to assure a prompt and accurate audit. The Private Security Agency shall also cooperate 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.
- 7.4 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 Private Security Agency shall be bound and liable to reimburse to the Bank such discrepancies or overcharges and for the cost of the audit.
- 7.5 In no event shall the Bank be liable for any indirect, special or consequential damages, which may arise under this Agreement.

8. CONFIDENTIALITY AND SECRECY:

- 8.1 The Private Security Agency 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

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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 Private Security Agency 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 Private Security Agency 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.

- 8.2 The Private Security Agency shall ensure that all individuals assigned by the Private Security Agency 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 Private Security Agency further agrees that merely by reason of its individuals/employees signing the Confidentially and Non-Disclosure Agreement, the Private Security Agency shall not be absolved from any liability that may arise as a consequence of breach of this Agreement either by the Private Security Agency and / or any of its employees, individuals, agents or representatives. The Bank reserve the right to prosecute the individual employee including the Private Security Agency 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.
- 8.3 The Private Security Agency acknowledges that in the event of any breach or threatened breach of this clause by the Private Security Agency and / or by any individual assigned by the Private Security Agency for the performance of the services under this Agreement, the Private Security Agency 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 Private Security Agency and or its assigned person(s) under appropriate law.
- 8.4 The Private Security Agency acknowledges that in the event of any breach or threatened breach of this section by the Private Security Agency and / or by any individual(s) assigned by the Private Security Agency 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 Private Security Agency 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.

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9. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION:

9.1 If the Private Security Agency 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 Private Security Agency 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.

10. INSURANCE:

10.1 The Private Security Agency 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 Private Security Agency 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 Private Security Agency"s employees or representatives. Workmen compensation Insurance of all individuals employed / assigned by the Private Security Agency 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 Private Security Agency obligations under this agreement.

10.2 The Private Security Agency 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.

10.3 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.

10.4 Upon the request of the Bank, the Private Security Agency 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.

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10.5 The Private Security Agency 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 evidences required under this Agreement are in full force and effect.

11. LIMITATION OF LIABILITY:

11.1 The Private Security Agency 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.

11.2 The Private Security Agency 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 Private Security Agency 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 Private Security Agency, and Bank shall have the power to terminate the Agreement.

12. INDEMNITY:

12.1 The Private Security Agency 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.

12.2 The Private Security Agency 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 Private Security Agency from time to time.

12.3 Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the Private Security Agency for loss of profits or revenues, consequential or similar damages arising out of or in connection with the

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services, materials or assistance provided under his Agreement, or for any claim made by the Bank or the Private Security Agency.

- 12.4 The Private Security Agency 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 Private Security Agency, which has resulted whether on account of breach of any of the conditions of the Agreement by the Private Security Agency and / or its employees. or an account of the Private Security Agency not complying with any specific requirements of this Agreement.
- 12.5 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 Private Security Agency. The Private Security Agency 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 Private Security Agency not complying with any specific requirements of this Agreement.

13. FINE AND PENALTY:

- 13.1 In case of absenteeism/delay in reporting for duty Guards/Supervisors(s), a suitable replacement is to be provided. If there is no replacement, a penalty equal to double the wages of absentees on that particular day shall be levied by the Bank and the same shall be recovered from Private Security Agency.
- 13.2 In case of a complaint against Guards/Supervisors, the Private Security Agency will be informed of the complaint and the Private Security Agency has to accept the decision of the Bank and shall replace the concerned Guards/Supervisors within 48 hours.
- 13.3 The Guards/Supervisors engaged by the Private Security Agency shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.50/- (Rs Fifty 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 Private Security Agency.
- 13.4 If any of the employees of the Agency is found in unshaven/soiled or without uniform/not wearing shoes/unkempt hair etc. a penalty of Rs.50/- for each such incident shall be levied and the same shall be recovered from the Private Security Agency. Further, the concerned Guards/Supervisors are to be changed on recurrence of the same issue.

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- 13.5 If any of the Private Security Agency's Guards/Supervisors 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 Private Security Agency's Performance Guarantee/Earnest Money Deposit.
- 13.6 If any claim is filed in the office of Labour Authorities due to nonpayment of wages of any employee deployed by the private Security Agency, the bank may make such payment on behalf of Private Security Agency to the said labour Authorities and any sum so paid shall be recovered by the Bank from the Private Security Agency.
- 13.7 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 Private Security Agency to the Bank within seven days. The Bank shall be entitled to recover the amount from the Private Security Agency and recover from money due to the Private Security Agency or from the Performance Guarantee.
- 13.8 In case the salary of the security guards is not paid by the 10th of every month as per the statutory requirement, a fine of Rs. 5000/- will be imposed to the company. In case the Private Security Agency fails to commence/execute the work as stipulated in the agreement/Terms and Conditions of empanelment, then the Bank reserves it's 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 two weeks of delay in execution of work, the Bank reserves the right to cancel the agreement and get this job carried out from other empanelled security agencies.
 - (b) The concerned Private Security Agency shall also be black listed for a period of 5 years from participating in such type of empanelment.
- 13.9 Any liability arising out of any litigation (including those in consumer courts) due to any act of their Guards/Supervisors shall be directly borne by the Private Security Agency including all expenses/fines.
- 13.10 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 agency.
- 13.11 In case any of the terms and conditions or instructions as mentioned in the agreement is not followed/observed/maintained by the Private Security Agency, it will be treated as deficiency of service and a penalty of Rs 500/-(unless penalty

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amount is already specified) per day/per shift per watch and ward person/SBI site(as applicable/suitable) will be levied from the succeeding months bills. 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.

14. DEFAULT AND TERMINATION:

Notwithstanding anything herein contained, the Bank may, by giving Thirty (30) days notice in writing to the Private Security Agency, terminate this Agreement under any one or more of the following conditions.

- 14.1 In the event of any default by the Private Security Agency, if in the reasonable opinion of the Bank, performance of any of the services under this agreement by the Private Security Agency 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.
- 14.2 If the Private Security Agency 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 Private Security Agency is adjudged insolvent by any court of law or the Private Security Agency is declared by any court of competent jurisdiction as illegal, sham, or contrary of any law.
- 14.3 If a petition for insolvency is filled against the Private Security Agency and such petition is not dismissed within ninety (90) days after filing and / or if the Private Security Agency makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all / any of the Private Security Agency"s properties.
- 14.4 If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.
- 14.5 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 Private Security Agency for any breach or non-compliance of the terms of the Agreement.
- 14.6 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.
- 14.7 Notwithstanding the above, if the Private Security Agency discontinues its business at any point of time due to any reason whatsoever, the Private

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Security Agency shall give notice in writing, 60 (Sixty) 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 Private Security Agency is suitably transferred to other Companies and/ or taken over by the Bank. The closure/discontinuing shall not discharge the Private Security Agency from providing such information and maintaining the records as stated hereinbefore.

15. PUBLICITY:

15.1 The Private Security Agency or its 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.

16. SUCCESSORS:

16.1 This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Private Security Agency with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "the Private Security Agency" 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.

17. ASSIGNMENTS:

17.1 In the event of an reorganization, merger or acquisition or related activity in which the Private Security Agency passes management or control to other owners its rights under this Agreement, the Bank retains the right to terminate this Agreement.

17.2 The Private Security Agency shall not transfer, or enter in to any Agreement or any right or obligation under it to any other person, firm; Private Security Agency 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 Private Security Agency 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.

17.3 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.

18. HOURS OF DUTY :

**TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR
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18.1 The watch and ward services will be provided in three shifts round the clock of 8 hours as under :

Shift 1 : from 06.00 a.m. to 02.00 p.m.

Shift 2 : from 02.00 p.m. to 10.00 p.m.

Shift 3 : from 10.00 p.m. to 06.00 a.m.

18.2 However after every 6 duties of 8 hours each, the 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 will have 26 duties every month and there must be interchange between reliever and watch and ward person during half yearly rotation. An undertaking to be submitted by the Private Security Agency to this effect

19. FORCE MAJEURE:

19.1 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.

20. ARBITRATION:

20.1 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 an Arbitrator and resolved as per of terms & conditions of this Agreement.

21. GOVERNING LAW/ JURSDICTION:

21.1 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 Guwahati.

22. FORBEARANCE:

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22.1 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.

23. SURVIVAL OF PROVISIONS:

23.1 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.

24. RIGHTS AND REMEDIES:

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

25. GENERAL PROVISIONS

25.1 **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.

26. THIRD PARTY BENEFICIARIES:

26.1 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 Private Security Agency and the Bank.

27. COMPLETE AGREEMENT:

27.1 This Agreement supersedes any and all agreements, contracts or addenda relating to the Private Security Agency. 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.

27.2 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.

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27.3 By executing the duplicate of this Agreement and Annexure, the Private Security Agency shall be deemed to acknowledge having understood the terms hereof and the procedure set out in and terminology used in the Annexure and to accept and agree to the terms hereof and the Private Security Agency shall be bound to comply with the same.

28. CORPORATE AUTHORITY / FUTURE ASSURANCE:

28.1 The Private Security Agency 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 Private Security Agency 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 Private Security Agency.

29. NOTICES:

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

STATE BANK OF INDIA

2. LIMITED

CSO Deptt.

Local Head Office

.....

Dispur

Guwahati – 781006

.....

.....

.....

E-mail containing duly signed scanned copy of letter ID:

21.2 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.

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Appendix

CHARTER OF DUTIES & RESPONSIBILITIES

This document is an Annexure to this agreement, which serves to clarify the responsibilities with regard to the Watch & Ward Services that the Private Security Agency will provide to the State Bank of India (SBI), Local Head Office, Guwahati for SBI's premises in North Eastern States. The Private Security Agency will provide and SBI will avail the Watch & Ward Services for various SBI locations in North East as may be advised by SBI in writing/official e-mail containing duly signed scanned copy of letter from time to time.

1. 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 Private Security Agency from time to time for providing Watch & Ward Services.

"Branch" means branch/(es) of SBI.

"Watch & Ward person" means the employee of the Private Security Agency providing Watch & Ward Services at the SBI Premises.

"Watch & Ward Private Security Agency/contractor/vendor/bidder" means the Private Security Agency engaged by SBI to provide Watch & Ward Services to SBI pursuant to this Annexure.

"Watch & Ward Services" means the services to be provided by Watch & Ward Private Security Agency 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.

"Bank/LHO/SBI/State Bank of India/State Bank" means SBI, Local Head Office, Guwahati.

2. SCOPE

2.1 The Private Security Agency will provide Watch & Ward Services to SBI where the Watch & Ward person shall be based at the Premises advised by SBI, LHO, Guwahati. The Private Security Agency shall be responsible for managing the Watch & Ward Service and ensuring the presence and performance of duties of the Watch & Ward person at the SBI Premises. The Private Security Agency may transfer/rotate/remove/replace all or any of the Watch & Ward persons from the SBI Site locations at any point of time with prior intimation & permission of LHO after ensuring that replacement is provided. The Bank also may, advice the Private Security Agency to transfer/rotate/remove/replace all or any of the Watch & Ward persons from the SBI Site locations at any point of time. The Private Security Agency is responsible for compulsory rotation of Watch & Ward persons on or before 06 months of service to another site. In this case it should be noted the person works as reliever, will work as Watch & Ward person to one single site after his 06 months reliever tenure. Then again he will become reliever after all the Watch & Ward persons in those two sites has completed their reliever tenure. The Private Security Agency must submit the detailed Bio-data & consolidated details of all the Watch & Ward person (inclusive of Passport size Photo

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and KYC documents duly signed by the Watch & Ward person and verified by the authorized official of the Private Security Agency) as per format given by Bank in **Annexure D** to LHO as well as concerned branch officials at least one week before deployment/rotation of the caretaking service personnel to avoid penalty. The Private Security Agency 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 Watch & Ward person and reliever should always be treated equally. The Private Security Agency should also ensure the Watch & Ward persons 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.

3. Employees of Private Security Agency:

The Watch & Ward persons engaged by the Private Security Agency shall be the employees of the Private Security Agency, and in no event the said Watch & Ward persons shall be deemed to be the employee of SBI. SBI is not responsible / liable to the said Watch & Ward persons and payment of salary, allowances and any other amount to the Watch & Ward persons shall be the responsibility of the Private Security Agency. The Private Security Agency shall ensure that the requisite payment including Salary, Provident Fund, Bonus and any other statutory dues, if any, will be paid by the Private Security Agency and no liability of any kind whatsoever towards the said Watch & Ward person shall devolve upon SBI. The Private Security Agency hereby indemnifies SBI and agrees to keep SBI indemnified against all losses, damages, expenses and claims including nonpayment of any statutory dues to its employees by the Private Security Agency, which SBI may suffer/incur or which may be made against SBI in respect of the said Private Security Agency. In this regard the Private Security Agency will submit a Declaration on Rs 10/- Stamp paper duly notarized Indemnity Bond signed by each Watch & Ward person/reliever with Passport size photo minimum seven days before deployment in the Premises as per format provide by in **Annexure G**

4. DUTIES AND RESPONSIBILITY OF SECURITY GUARDS/SUPERVISORS:

- I. The Security Supervisor will be responsible for overall security arrangement of the site of the Bank covered in the contract.
- II. Security 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 Security Guard 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.

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- VI. Be polite and courteous yet firm in his dealings with the public. He shall exercise restraint and avoid being provoked. The Security Supervisor/Guards 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 LHO/Bank premises/residential complexes 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 Security Guards/Supervisors.
- XII. Deployment of Security Guards/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, fire fighting 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 Security Supervisors/Guards will carry out patrolling of all the important and sensitive points of the premises as specified by the Bank. Guards/Supervisors shall perform the following duties during patrolling:

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- (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 guard's post.
 - (e) Assist the point-duty guards.
 - (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 fire fighting 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 Guards on patrol ling duty should take care of all the water taps, valves, water hydrants, etc. installed in open all over the premises.
- XVI. The Guards 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 Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishers and other fire fighting materials/equipments available on the spot/nearby places. They will also help the fire fighting staff in extinguishing the fire and any other natural calamities.
- XIX. In emergent situations, Security Guards/Supervisors shall participate as per their role defined in the disaster recovery plan, if any, of the Bank. Guards/Supervisors should be sensitized for their role in such situations.
- XX. Daily check of watch and ward at offices will be carried out by the Private Security Agency 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.

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5. Every time when new Premises are allotted, the Private Security Agency should follow all this practice/submission of required documents etc without being sked/reminded by the Bank to avoid penalties etc.

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

**Signed, sealed and delivered
By the within named BANK through its
Authorised signatory**

**Signed, sealed and delivered
by the within named Private Security
Agency through its Authorised
Signatory**

In the presence of:

Witness 1:

Witness 2:

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Annexure 'C'

(FORMAT FOR THE SALARY SHEET)

NAME OF THE SECURITY AGENCY (on Agency Letter Head)

Name of Contractor		Name of Workman		EPF No	
Work Location	SBI, _____	Fathers Name		ESIC No	
Designation (A/G, UA/G, Sup)		Month Ending		Bank A/c No.	
1. No of days worked		Deductions	A. EPF (Employer Share)	Rs.	
2. BASIC MIN WAGES + VDA	Rs.		B. EPF (Employee Share)	Rs.	
3. HRA (5% of 2.)	Rs.		C. ESI (Employer Share)	Rs.	
4. GROSS	Rs.		D. ESI (Employee Share)	Rs.	
5. EPF (13.61% of 2.)	Rs.		E.	Rs.	
6. ESI (4.75% of 4.)	Rs.		F.	Rs.	
7. UNIFORM	Rs. 230.00		G.	Rs.	
8. LEAVE WAGES (7.7% of 4.)	Rs.		H.	Rs.	
9. LABOUR WELFARE FUND	Rs. 1.00		I. Deduction Any Other	Rs.	
TOTAL	Rs.			Net Amount of Wages Paid	Rs.

Signature of the Employee

Signature of the PSA rep & Seal

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Annexure 'D'

**BIODATA FOR PRIVATE SECURITY AGENCY
GUARDS/SUPERVISORS**

Passport size
photograph

1. NAME (CAPITALS): _____
2. FATHER'S NAME _____
3. HOME ADDRESS _____
4. EDUCATIONAL QUALIFICATION _____
5. HEIGHT _____ WEIGHT _____
6. NAME OF THE PRIVATE SECURITY AGENCY: _____
7. IDENTITY CARD NO. ISSUED BY AGENCY: _____
8. DATE OF BIRTH (MM/DD/YYYY): _____ AGE _____
9. CONTACT NO _____
10. AADHAR CARD NUMBER (Att Copy): _____
11. EPF A/C NUMBER: _____
12. ESIC A/C NUMBER: _____
13. BANK A/C NUMBER: _____ IFSC AND
NAME: _____
14. GUARD/SUPERVISOR: _____
15. EDUCATIONAL QUALIFICATION: _____
16. LANGUAGES KNOWN: READ WRITE
SPEAK
(a) _____
(b) _____
(c) _____

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PREVIOUS WORK EXPERIENCE:

MEDICALLY FIT CERTIFICATE ISSUED BY

DR.(NAME)

(Report aatached)

Signature (Applicant)

Certified that Police Verification for the above individual has been done on _____ (not earlier than three years), and he has undergone training in Security and Fire Safety drills, including use of Xray baggage Scanner, Hand Held Metal Detector, Fire Extinguishers etc.

**Date:
Agency)**

Signature & Seal (Auth Rep of PS

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ANNEXURE-E

VISIT REPORT OF.....SBI SITE ON
:.....2022

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

Comments of the Agency:

Signature by the agency representative & Stamp

Comments of the Bank Official:

1. The Watch & Ward personnel

Shri.....

.....

.....

..... & reliever

Shri..... is doing duty as per agreement

from..... and their performance is satisfactory/ unsatisfactory.

2. Any deficiency in service found / any other information:

Signature by the SBI Site Official with Stamp:

Signature of LHO Officials:

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ANNEXURE-F

DECLARATION

I, Shri....., son of Shri.....
aged about years, residing at.....
.....an employee of

Employee Code No....., solemnly declares:

1. I am an employee of Ltd.
2. My work status under Ltd. As watch & Ward staff/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 Watch & Ward staff 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 Private Security Agency uniform with polished black boot and cap during duty.
6. I confirm that I will report for duty at least 10 minutes before my shift starts and will do full eight hour duty per day.
7. I will not enter inside the ATM rooms unless any customer asks for help. Moreover I will not involve myself into any type of argument with anyone.
8. I will remain alert & vigilant 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. 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.
15. I shall not involve myself into any type of Union activity against SBI.

Self Attested
PP Size Photo

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**LEFT & RIGHT HAND THUMB IMPRESSION OF
THE Watch & Ward**

SIGNATURE OF THE Watch & Ward

The above statements has been declared and signed by
Shri.....of our Private Security Agency
and we counter sign it as correct.

Date: **AUTHORISED SIGNATORY OF THE AGENCY & STAMP**

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ANNEXURE-G

UNDERATKING (Executed on Rs. 10 Stamp paper & Notarized)

I/ WE, Mr., aged about
Years, being the Director/s, Partner/s, Proprietor, **Authorized Representative** of
M/s.Limited (herein after referred at Ltd. registered under
Companies Act 1956 and having registered office at

.....
..., declare for and on behalf the said Private Security Agency that:

We are Private Security Agency to M/s. STATE BANK OF INDIA having its Local
Head Office at 01, Stand Road, Guwahati-700001 and branch office across the
country. We say that our employees will render services at the offices and / or
different SBI premises of the M/s. STATE BANK OF INDIA at the locations of North
Eastern States.

That, the said personnel will be our out sourced employees and their salary/ wages
and all other statutory & mandatory dues will be paid by our Private Security
Agency for every month . 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 between State Bank Of India and M/s
_____.

We shall be solely liable or responsible for any acts, omission or commission of
our personnel deputed at offices and / or different SBI Premises **for non-
compliance of any salary/ wages rate 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 Rules / Acts for extra duties or
overtime or double duties for every month (other than National Holidays) 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 of 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 stationed at the offices and / or different
SBI premises of STATE BANK OF INDIA.

**We also hereby undertake to state that under no circumstances any deputed
employee and/ or caretaker 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: AUTHORISED SIGNATORY OF THE AGENCY & STAMP