



STATE BANK OF INDIA  
ADMINISTRATIVE OFFICE, JAMMU

REQUEST FOR PROPOSAL FOR HIRING OF  
PRIVATE SECURITY AGENCY FOR PROVIDING  
PRIVATE SECURITY GUARDS (UNARMED)  
,(MALE/FEMALE) ( EXSERVICEMEN/EX-CAPF/  
) ON REQUIREMENT BASIS AT  
ADMINISTRATIVE OFFICE/ RESIDENTIAL  
QUARTERS IN JAMMU UNDER STATE BANK  
OF INDIA ADMINISTRATIVE OFFICE JAMMU.  
**(Only SBI's empanelled Private Security Agencies  
of Chandigarh Circle can apply)**

STATE BANK OF INDIA  
ADMINISTRATIVE OFFICE, RAIL HEAD COMPLEX,JAMMU, UT OF J&K

NOTICE

REQUEST FOR PROPOSAL FOR HIRING OF PRIVATE SECURITY AGENCY FOR  
PROVIDING PRIVATE SECURITY GUARDS (UNARMED)  
(MALE/FEMALE) ( EX-SERVICEMEN/EX-CAPF) ON REQUIREMENT BASIS IN THE  
OFFICES/ RESIDENTIAL ESTABLISHMENTS IN JAMMU UNDER STATE BANK OF  
INDIA ADMINISTRATIVE OFFICE JAMMU ,UT OF J&K.

Applications are invited from Individuals/Sole Proprietors/Agencies/Firms/LLPs/Companies engaged in the business of Private Security Agencies for providing private security guards (unarmed) & (male/female)( ex-servicemen/ex-CAPF) on requirement basis in the office/ residential establishments in Jammu Under State Bank Of India Administrative Office, Jammu under Two-Bid system i.e. Technical Bid and Financial Bid. Interested persons fulfilling the minimum eligibility criteria may apply in prescribed format which may be downloaded from the Bank's website [www.sbi.co.in](http://www.sbi.co.in) under link 'Procurement News'.

THE WHOLE PROCESS OF THE TENDERING WILL BE DONE THROUGH e-tendering website (<https://etender.sbi>)

#### SCHEDULE OF EVENTS FOR TENDERING PROCESS

| S. No | Schedule of Events  | Timelines  |
|-------|---|--|
| 01.   | Bid Document Availability                                       | Bidding document can be downloaded from Bank's website <a href="https://www.sbi.co.in/web/sbi-in-the-news/procurement-news">https://www.sbi.co.in/web/sbi-in-the-news/procurement-news</a> Procurement News" under "SBI in the News" from 10:00 AM on 06.03.2024 to 03:30PM on 20.03.2024. |
| 02.   | Last date for requesting clarifications                         | All communications/ queries requiring clarification shall be sent through email to <a href="mailto:cmgb.zojam@sbi.co.in">cmgb.zojam@sbi.co.in</a> on/ before 15.03.2024 by 03:30 PM  |
| 04.   | Last date of submission of Technical Bids                       | On or before 20.03.2024 by 03:30 PM  |
| 05.   | Opening of Technical Bids and preliminary scrutiny of documents | 21.03.2024 at 10:00 AM   |
| 06.   | Verification of Documents                                       | To be intimated later  |
| 07.   | Technical Presentation  | NA   |
| 08.   | Date of Price Bid / e-bidding                                   | On a subsequent date, which will be communicated to such Vendors who qualify in the Technical Bid.   |
| 09.   | Finalization of Vendor Empanelment                              | To be intimated later  |

|  |                                       |   |
|--|---------------------------------------|---|
| 10.  | Contact details for any clarification | Deputy General Manager ( B& O),<br>State Bank of India,<br>Administrative Office, Rail Head Complex, Bahu<br>Plaza, Jammu (UT of J&K ) – 180012<br>LL- 0191-2478153<br>Email: cmgb.zojam@sbi.co.in<br>(All correspondence relating to this RFP should<br>be sent to above Email Id) |
| In case the date of opening/closing of Bids is declared a holiday in Jammu(UT of J&K), the bids will be opened/closed on the next working day at the same time. Bank has the right to accept/reject any/all bid without assigning any reasons. The Bank also reserves its right to reject any bid which, in the opinion of the Bank, is too low or unrealistic for effectively carrying out the obligations required under the terms and conditions of the tender. |                                       |   |
| Place: Jammu   |                                       |   |
| DY. GENERAL MANAGER<br>(B & O)   |                                       |   |

#### DISCLAIMER

- I. This RFP is not an offer by the Bank but an invitation to receive responses/ applications from the eligible vendors. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of the Bank with the selected vendor.
- II. The purpose of this RFP is to provide the Vendor(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each Vendor may require. Each vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice/clarifications. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- III. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Vendor under any law, statute, rules or regulations or tort, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in the bidding process.
- IV. The Bank also accepts no liability of any nature, howsoever caused arising from reliance of any Vendor upon the statements contained in this RFP.

- V. The issue of this RFP does not imply that the Bank is bound to select a Vendor or to appoint the selected vendor, as the case may be, for the project and Bank reserves the right to reject all or any of the Vendors or Bids without assigning any reason whatsoever.
- VI. The Vendor is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Vendor's risk and may result in rejection of the Bid.

## DESCRIPTION AND GUIDELINES FOR SUBMITTING REQUEST FOR PROPOSAL

### 01. Broad Scope of Work

To hire reputed & reliable Private Security Agency for providing private security guards (unarmed) & (male/female)( Ex-servicemen/Ex-CAPF) on requirement basis in the Office / Residential establishments in Jammu under State Bank of India, Administrative Office, Jammu(UT of J&K).

These security guards shall provide security to the Premises/building, equipments, materials, bank's property, and staff working there, visitors/customers in its offices/residences, monitoring, security and surveillance of the premises etc.

### 02.Scope of document:

The scope of this document is a Request for Proposal (RFP) to provide ( Exservicemen / Ex-CAPF) uniformed, trained, unarmed guards (male and/or female) for its Office / Residential establishments in Jammu under State Bank of India, Administrative Office, Jammu(UT of J&K).

### 03.Duration of Empanelment:

The Bidder who qualifies in pre-qualification , Technical evaluation and financial bid will be eligible for empanelment in the Bank for the initial period of 03 years from the date of intimation of letter. The validity of empanelment may further extended on the existing terms and conditions for another 01 year. The vendor has to submit their acceptance of offer /consent in writing for working with Bank as per the Terms and Conditions of this RFP on their letter head, seal and signed by the authorized person ([Appendix -1](#)). It is to note that after completion of 03 years if the Vendor does not get deempanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another 01 year.

### 04.SCOPE OF WORK:- Scope of work has been detailed in [Appendix -2](#).

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

5.1. The Applicant Private Security Agency should be in the business of Private Security Service, primarily providing Private Security Guards for the past minimum 05 years.( Documentary Proof to be given).

5.2. It should be registered in India under the Indian Companies Act of 1956/2013 or any other Act as applicable. (Documentary Proof to be given)

5.3. The Private Security Agency should have a valid PASARA license/registration certificate as applicable in the UT of J&K. The Registration Certificate should be valid at the time of applying for the tender.( Please attach a copy of Registration Certificate).

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5.4.The Bidder should be in profit during the last 4 years. (Documentary Proof to be given)

- 5.5. It should have registration License under of Shops & Establishment Act in Union Territory of J&K and has paid the taxes related to it. (Documentary Proof to be given)
- 5.6. It should also have all statutory registration like EPF, ESIC, PAN, Gratuity, GST etc. Documentary proof of all the registrations should also be provided.
- 5.7. The Bidder must have ESIC registration preferably in Union Territory of J&K .
- 5.8. Employee Provident Fund (Central) registration preferably in Union Territory of J&K .
- 5.9. The Bidder must have adequate infrastructure in terms of office, Field supervisors (Postal address to be given) in Union Territory of J&K. The presence of the Office should be there for minimum 02 years as on the date of the tender. Only Registration certificate of Shops & Establishment of Union Territory of J&K to be submitted for the proof of presence.
- 5.10. Private Security Agency should have Training Centre with qualified training staff or tie up with any training centre in Union Territory of J&K. Weightage will be given to Private Security Agency who have own training Centre in Union Territory of J&K (Postal address and Documentary Proof to be given). Training Centre should be established at least 02 years before the publication of this tender (Proof to be submitted).
- 5.11. The Private Security Agency must have deployed minimum **200 guards** deployed at various sites in past Five years. (Documentary Proof to be given).
- 5.12. The Private Security Agency must have exposure of providing minimum **100 guards** (armed/unarmed) in Banks (Public Sector/Private Sector) in last Five years. (Documentary Proof to be given).
- 5.13. The Private Security Agency should have minimum **100 guards** on their roll as on the date of publication of Tender Notice. (Documentary Proof to be given). ( **Appendix-3**)
- 5.14. The Private Security Agency should have minimum **100(ex-servicemen & non-exservicemen) guards** (armed/unarmed) deployed in Banks (Public Sector/Private Sector) in Union Territory of J&K as on the date of publication of Tender Notice. (Documentary Proof to be given). ( **Appendix-3**)
- 5.15. They must be empanelled in minimum 03 Banks (Public or Private) at all India level and out of it they must be empanelled in 01 Banks (Public or Private) in Union Territory of J&K.
- Weightage will be given to the vendor in matrix for his empanelment with numbers of Banks (Public/Private Sector) in last seven years. (Proof to be submitted). The more number of Banks he is empanelled and providing security guards some additional marks will be given in the matrix.
- 5.16. The Private Security Agency will submit the work satisfactory certificate in original from their past client and shown by them in the tender documents. The certificate should be for the work done during last Five years.
- 5.17. It is mandatory for the vendor to submit work satisfactory certificate in original of each client where they are currently empanelled and shown by them in the tender documents. The work satisfaction certificate should be from Zonal Office/ Regional Office where they are providing the services, failing which their proposal will be rejected.

5.18. Turn Over: The Private Security Agency Average Annual financial turnover for similar work during the last **31st March 2023, (For FY 2019-20; 2020-21; 2021-22)** should be at least **Rs.1 crore (Rupees One Crore only)**

(Attested photocopies of the last 03 years ITRs and certificate from Chartered Accountant on his letter head showing Profit & Loss and turnover Statement. In case of Company Balance Sheet (Audited Balance Sheet where Audit is Compulsory). This Chartered Accountant certificate should be available in his Official site and which can be verified online. In the absence of certificate available online the EOI application will be summarily rejected. No other documents are required to be attached. Additional supporting documents if required would be asked for, subsequently.

The applicant must have the PAN Number for Income Tax purpose and must submit attested copies of Income Tax Return for the last 3 years, FY:: 2020-21; 2021-22, 2022-23 respectively.

#### 5.19. Work Order:

Experience of having successfully completed/continuous similar works, the completed/continuous work order not less **than Rs. 1 crore (Rupees One Crore only)** excluding taxes during last 05 years up to **28.02.2024**.

“Similar work” means providing armed and unarmed guards to any industrial or business under taking, Government/Semi Government/ Nationalize Public Sector Banks/Public Sector Undertaking (PSUs)/Private Banks/Financial Institute (FIs)/Corporate Offices etc, Copy of work order and successful completion certificate must be provided.

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

In case the work is still going on, than work satisfactory certificate should be provided in original. Non submissions of completion certificate/ work satisfactory certificate will mean that the required amount of work has not been done or not satisfactorily done and the proposal will be rejected. **(Appendix-4)**

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

5.20. The Private Security Agency or any of its directors who are under arbitration/ litigation with our Bank or have been black listed/ de-listed/ de-empanelled ( due to poor/unsatisfactory performance) by any Government/ Semi Government/ Nationalised Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices in **last 02 years** will not be considered for Empanelment . **(Appendix-5)**.

**5.21. EMD (Demand Draft amounting to Rs 50000/- as per Para-21 of RFP to be submitted.**

**(Appendix-6)**. The NSIC/ MSME registered vendors are exempted from depositing EMD. Valid Registration Certificate in this regard should be attached with Technical Bid.

5.22. Solvency Certificate: The vendor should have latest solvency certificate of Rs Twenty seven lakhs only certified by a scheduled Bank. It should not be older than six months from the date of submission. In case, the applicant is not able to supply the solvency certificate in original, then the copy of the certificate shall be attested by the issuing Bank.

5.23. Conditional bids/offers will be summarily rejected.

Note: Vendors who do not fulfill the minimum eligibility criteria need not to apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-bidding.

6. Private Security Agency broche: Bidder can submit their broche of their Agency.

7. Additional weightage in Score Matrix for the following:

7.1.Private Security Agency who have own training Centre in Union Territory of J&K (Postal address and Documentary Proof to be given). Training Centre should be established at least 02 years before the publishment of this tender (Documentary proof to be submitted).

7.2.Presence of Vendor in more than one districts of Union Territory of J&K. (Documentary proof to be submitted).

7.3.Weightage in matrix, will be given to those vendors who are currently working with SBI (Proof of current empanelment to be submitted).

7. 4.Vendor who are empanelled with more number of Banks ( Public Sector and Private Sector), will get more marks.

7.5. A valid ISO certificate (not older than 01 year) given to their Bidder for excellence in security services

## 8.BIDDING PROCESS (TWO-STAGE)

8.1 For the purpose of the present tender, a two-stage bidding process as mentioned below will be followed.

8.2. In first stage (Technical Bid):Hard copies of Bid documents duly filled in with a Covering Letter as per “(Appendix-7)”along with all supporting documents should be submitted in a sealed NONWINDOW envelope containing the name and complete address/ contact number of the vendor on the envelope and bear the title “Technical Bid for for providing private security guards (armed/unarmed) & (male/female)( Ex-servicemen/Ex-CAPF) on requirement basis in the Offices/ Residential establishments in Jammu under State Bank of India Administrative Office Jammu.

8.3. In the first stage, only TECHNICAL BID will be opened and evaluated as per matrix. Vendors satisfying the technical requirements as determined by the Bank and who accepts the terms and conditions of this document, on positive feedback from referral institutes shall be short-listed for second stage.

8.4. If adverse feedback is conveyed by the referral Institute/ Office that vendor will be disqualified. Email through the domain of the organization will be treated as valid modes.



8.5. In the second stage, the PRICE BID of only those vendors, who are qualified in Technical Bids will be opened.

## 9. DOCUMENTS COMPRISING THE TECHNICAL BID

9.1. Documents comprising the Technical Bid should contain RFP documents alongwith all **Appendixs 1 to 15**.

9.2. Compliance in accordance with all the clauses in the RFP and duly signed by the authorized signatory of the Vendor and stamped with the official stamp of the Vendor on each page of the RFP document with complete Index and paging. (Board resolution authorizing representative to bid and make commitments on behalf of the Vendor to be attached).

9.3 While submitting the Technical Bid documents should be segregated and kept together in one section / lot. The EMD is to be given in separate envelop with proper encryption on top.

9.4. Any Technical Bid Proposal not containing the above documents will be rejected.

9. 5. The Technical Bid Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

9.6. The Technical Bid should be addressed to the DGM ( B& O) at the address given in the RFP. All envelopes should prominently indicate the name and address of the Vendor on the cover.

9.7. The Bid shall be typed or written in indelible ink and shall be signed and stamped by the Vendor or a person or persons duly authorized to bind the Vendor to the Contract. The name and designation of the person or persons signing the Bids with their signature on last page and signature/ initials and stamp should be put on all pages of the Bids.

9.8. Any interlineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to the above.

9.9. If the envelope is not properly sealed and marked, the bid will be rejected.

## 10. PREPARATION OF THE BIDDING DOCUMENTS

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

10.2. The Bidder shall indicate the measure of compliance to each paragraph of this RFP. While preparing the compliance report, if the Bidder feels that additional information would be required for enabling full understanding of the Bidder's offer, such points should be supplemented by additional description information.

10.3. The Bid prepared by the Vendor, as well as all correspondence and documents relating to the Bid exchanged by the Vendor and the Bank and supporting documents and printed literature shall be submitted in English.

10.4. All papers/ documents/ attachments must be serially numbered and an index of all attachments with total number of pages in the bid must be stamped and signed by Vendor's authorized signatory. Unnumbered and Unsigned papers will not be considered.

10.5. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in bid document may lead to non-consideration of the proposal.

10.6. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

## 11. CLARIFICATION/ AMENDMENT OF BIDDING DOCUMENT

11.1. Bidder requiring any clarification of the Bidding Document may clarify by 15/03/2024.

11.2. Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website.

11.4. No individual clarification will be sent to the vendors. It is the responsibility of the vendor to check the website before final submission of bids.

11. 5. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted by Bank, the same will be put up on Bank's Website.

11.6. Bank reserves the right to amend, rescind or reissue the RFP at any time prior to the submission of bids. The Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Vendor, may modify the bidding/document, by amendment which shall be made available to the Vendors by way of corrigendum/addendum. The interested parties/Vendors are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events and ensure that clarification/amendments issued by the Bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Vendors. Bank will not take any responsibility for any such omissions by the Vendors.

11. 7. Queries received after the scheduled date and time will not be responded/ acted upon.

## 12. SUBMISSION OF BIDS

12.1. The Technical Bid (in hard copy) along with all other supporting documents should be submitted in a sealed cover containing the name and complete address/contact number of the vendor on the cover and bear the title "Technical Bid for providing private security guards (unarmed) & (male/female) (Ex-servicemen/Ex-CAPF) on requirement basis in the Office / Residential establishments in Jammu under State Bank of India Administrative Office Jammu" addressed to the DGM(B&O), State Bank of India, Administrative Office, Rail Head Complex, Jammu (UT of J&K)- 180012 in the "TENDER BOX" kept at, First Floor, State Bank of India, Administrative Office, Jammu, on or before 20.03.2024 by 03:30 PM.

12. 2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

12.3. The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and vendors previously subject to the deadline will thereafter be subject to the extended deadline.

12. 4. In order to enable vendors reasonable time in which to take amendments into account in preparing the Bids, the Bank, at its discretion, may extend the deadline for submission of Bids.

12.5. LATE BIDS: Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the vendor.

### 13. Modification and Withdrawal of Bids

13.1. The Vendor may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

13.2. No Bid may be modified after the deadline for submission of Bids to the Bank.

### 14. PERIOD OF VALIDITY OF BIDS

14.1. Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non responsive.

14.2. In exceptional circumstances, the Bank may solicit the Vendors' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Vendor may refuse the request without forfeiting its EMD.

14.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

### 15. OPENING AND EVALUATION OF BIDS:

#### 15.1 OPENING OF BIDS BY THE BANK

15.1.1. The Vendors' names and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening.

15.1.2. Authorized representatives of vendors having authorization letter issued by the Bidder may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor's representatives at given date and time.

15.1.3. Bids received after due date and time, if any, will not be accepted and not to be opened at the time of Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances.

#### 15.2 PRELIMINARY EXAMINATION/ PRE-QUALIFICATION

- 15.2.1. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 15.2.2. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP without any deviations.
- 15.2.3. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 15.2.4. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Vendor by correction of the non-conformity.

### 15.3 TECHNICAL EVALUATION

- 15.3.1. Only those Vendors and Bids who have been found to be in conformity of the eligibility terms & conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and terms & conditions during preliminary examination will not be taken up for further evaluation.
- 15.3.2. The Bank reserves the right to evaluate the bids on technical parameters including site visit, dress & appearance of guards and search documents and verify, may get verified from concerned Govt. agencies as deemed fit.
- 15.3.3. Only the short listed applicants i.e. who fulfilled the eligibility criteria and other terms and conditions would then be invited by the Bank to make a presentation/ demonstration of their security services, at their own cost.
- 15.3.4. Bank reserves the right to verify the photocopies of documents submitted by the vendors with the originals.
- 15.3.5. Bank will evaluate the technical bid as per the EVALUATION MATRIX at (Appendix-8).
- 15.3.6. Marks under each parameter will be awarded by the committee and the decision of the committee will be final. Minimum qualifying marks shall be marks obtained within the range of 70% of the highest obtained marks. The bids of vendors securing less than the qualifying marks will not be considered for further evaluation. For example, if the highest vendor scores 100 marks, then vendor scoring 70 marks and above will be considered for further process.
- 15.3.7. During evaluation and comparison of bids, the Bank may, at its discretion ask the vendors for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the vendor shall be entertained.

### 16. Selection Process:

- 16.1. Bank will evaluate the application for RFP on pre-qualification mandatory requirements based on eligibility criteria, and those who meet the criteria will be evaluated based on the scoring sheet where cut off requirements for scoring is 70% of the highest obtained marks marks. Evaluation of mandatory requirements cum Scoring Sheet is enclosed at (Appendix-8).

- 16.2. Also it may kindly be noted that there are some mandatory requirement in the scoring sheet which must be complied, failing which the application would not be considered. The profile of applicant as per (Appendix-9 ) and check list of mandatory requirements as per (Appendix10) should be provided.
- 16.3. The applicants after having successfully cleared the pre-qualification stage (Technical Bid) will be considered eligible to participate in the financial bid for the final selection of vendors.

17. PRICE BIDS:

17.1.Prices are to be quoted in Indian Rupees only.

17.2.The L1 vendor will be determined on the basis of service charge rates only .

17.3. Service charge should be as per market standards.

17.4. Arithmetic errors, If there is a discrepancy between price quoted in figures and words, price quoted in words shall be taken as correct.

17. 5.Service Charge quoted by the Vendor shall be fixed for minimum three (03) years may be further extended up to next one (01) year, subject to satisfactory performance of the firm, at the discretion of the Bank.

17.6. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

17.7. The Bank reserves the right to call for fresh financial bid from empaneled vendors to determine the price due to abnormal market fluctuations.

19.EMPANELMENT OF THE VENDOR:

19.1. Those applicants who qualify in pre-qualification and technical bid shall be eligible for financial bid process. After bidding, successful applicant will be hired by the Bank for a period of three (03) years further extendable up to one (01) years .

19.2. The performance of empanelled vendor may be reviewed on yearly basis. The vendor has to submit it's consent in writing for working with Bank as per the Term & Conditions of this RFP on their Bidder letter head, sealed and signed by the authorized person as per Appendix-1. It is to note that after the completion of one (01) year, if the vendor does not get de-empanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one (01) year.

19.3. The successful vendor who will be awarded the work, must have to open an account with State Bank of India in which all transactions will be routed. If the vendor does not have an account with State Bank of India, the same is required to be opened within 30 days after getting empaneled with the Bank.

19.4. If empaneled vendor does not participate in e-bidding/price bid subsequently or in future within empanelment period, then the empanelment of the vendor will be cancelled, and the EMD/security money deposited will be forfeited.

20. WORK AWARD CRITERIA

20.1. The work award criteria will be the L1 rate of the price bid.

- a) L1 vendor will be awarded office, residential establishment falling under the geographical area Jammu ,Administrative Offices which will comprise 100% of work.

20.2. In an eventuality of all or two or more than two vendor quoting the same service charge rate, then L1 will be decided on the bases of scores in the empanelment matrix. The contract will be awarded to the top scorer vendor in the empanelment matrix and based of their score their work will be allotted

20.3. In the event of any vendor having equal score in the empanelment matrix, than L1 will be decided on the basis of turnover of the vendor. High turnover will be given preference. Same will be applicable for others tie-up cases also.

20.4. The Bank reserves the right to increase or decrease the number of guards as per the requirement at the time of award of contract or later during the tenure of contract. The Bank reserves the right to change the distribution at its own discretion any time during the contract period.

20.5. In case L1 shows unwillingness to work, then again price bidding will be done. The EMD of the L1 vendor who after bidding showed unwillingness to accept the work, will be forfeited and the vendor shall not be allowed to participate in future tender process for three (03) years.

21. EARNEST MONEY DEPOSIT (EMD)

21.1. The Vendor shall furnish, as part of its Technical Bid, an EMD amounting to Rs 50,000/- in favour of SBI, AO Jammu payable at Jammu as per (Appendix-6). The NSIC/ MSME registered applicants are exempted from depositing EMD. Registration Certificate in this regard should be attached with Technical Bid.

21.2. The EMD is required to protect the Bank against the risk of Vendor's conduct, which would warrant the EMD's forfeiture.

21.3. Any Bid without an EMD will be rejected by the Bank, as non-responsive.

21.4. The EMD of the unsuccessful Vendors shall be returned within 60 days from the date of award of contract to successful vendor and no interest shall be payable on EMD of unsuccessful Vendors.

21.5. The successful vendor's EMD in turn would be adjusted against the Security Deposit amount, vendor intend to be empaneled with. This money will be kept with the Bank for the entire period of empanelment.

21. 6. The EMD may be forfeited:

- (a) if a Vendor does not participate in the commercial bid (as the case may be) or
- (b) if shortlisted Vendor makes any statement or encloses any form which turns out to be false/ incorrect at any time prior and / or after signing of Contract; or

(c) In case a successful Vendor fails;

(i) To sign the Contract/ or Backs out from the offer of bid.

(ii) To perform the contract as per the bid submitted.

(iii) If it is found that the vendor is involved in arbitration/ litigation with our Bank or have been blacklisted/ de-listed/ de-empaneled by any Government Office/ Public Sector Banks (PSBs)/ Public Sector Undertakings (PSUs).

(iv) If it is found that the contract has been signed by misrepresentation or in contravention of the any of the terms of the bid.

(v) Withdrawal of a Bid during the interval may result in the Vendor's forfeiture of its EMD.

## 22. SECURITY DEPOSIT & PERFORMANCE GUARANTEE MONEY:

22.1.The EMD of successful vendors shall be converted into Security Deposit. The NSIC/ MSME registered successful vendors having exemption of EMD shall deposit Security Deposit amounting to 5% of annual cost , in favour of SBI AO Jammu payable at Jammu.

22.2. The private security agency will also give a performance bank guarantee equivalent to one month estimated billing amount of all guards in State Bank Site. This performance bank guarantee will be revised whenever the number of guards will increase or there is increase in pay of the guards. (Appendix-11) .

22. 3.Contract will be signed after deposit of the security deposit amount. The amount will be held by the Bank during the term of the contract and no interest shall be paid to the vendor on this amount.

## 23.OFFER OF ACCEPTANCE LETTER:

23. 1.Prior to expiration of the period of Bid validity, the Bank will notify the successful vendor in writing or by e-mail, that his Bid has been accepted.

23.2. The selected vendor should convey acceptance of offer by returning duly signed and stamped duplicate copy of the offer letter within seven (07) days of receipt of the communication as per (Appendix-12).

23.3.The Bank will promptly notify each unsuccessful vendors and will discharge its EMD.

## 24.SIGNING OF CONTRACT:

24. 1.In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful vendor.

24.2.Failure of the successful vendor to accept the notification of award by the Bank shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

24.3.The Bank reserves the right either to forfeit the security deposit or to cancel the work order or both if the vendor fails to meet the terms of this RFP or contracts entered into with them.

24. 4.With this empanelment of vendors for providing guards, Bank will not be debarred from its right to call tender for the same from the open market, if the situation so warranted.

## 25.SIGNATURES:

25. 1.In the event of the bid being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any one or more of the partners, it must be signed on his / their behalf by a person holding a power of attorney authorizing him to do so.

25.2.In the case of authorized person, the copy of letter issued by competent authority to sign on behalf of the Bidder should be enclosed (with resolution copy) at the time of submission of Technical Bid .

25.3.All the documents of Technical Bid should be signed by the authorized signatory of the Company/ Firm, else the application will be rejected without assigning any reason.

## 26.INSTRUCTIONS FOR VENDORS

26.1. No vendor shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

26.2. Any effort by a Vendor to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Vendor's Bid.

27. Bank's right To accept any Bid and to reject any or All Bids: The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Bank's action.

28. TERMS AND CONDITIONS OF CONTRACT (TCC): The successful Bidder may be required to execute an Agreement with the Bank. The terms and conditions given at Para 30 will be part of Service Level Agreement shall be as per the format as may be prescribed by the Bank

29. In case of a difference of opinion on the part of the Vendor in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be final and binding on the Vendor.

## 30. TERMS AND CONDITIONS OF THE CONTRACT

30.1. Definitions : In this Contract, the following terms shall be interpreted as indicated

- a) "The Bank" means State Bank of India.
- b) "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;



- c) “Vendor/Service Provider“ is Private Security Agency participated in the tender process and also covers those who are successfully empanelled in the Bank.
- d) “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- e) “The Private Security Agency” means a person or body of persons other than a government agency, department or organization engaged in the business of providing private security service including providing private security guards to any industrial or business undertaking or a Bidder or any other person or property.
- f) “The Private Security Guard” means a person providing private security with or without arms to another person or property or both and includes a supervisor.
- g) “The Private Security” means security provided by a person, other than a public servant, to protect or guard any person or property or both.
- h) “The Site” means various branches / offices/cells/Kiosks of the State Bank of India in the Union Territory of J&K where the private security guards to be provided
- i) “AO/RBO” means Administrative Office/ Regional Business Office of State Bank of India.

Note: In case of a difference of opinion on the part of the Vendor in comprehending and/or interpreting any clause / provision of the Bid Document, the interpretation by the Bank shall be final and binding on the Vendor.

### 30.2. Contact details:

- a) Complete details of the Private Security Agency viz. Office (Head Office & Local offices in Jammu) Postal Address, Phone number(s), Mobile numbers and official emails of the Contact persons, FAX Number(s), additional Office(s) details, if any, should be furnished. In case of change in address, mobile number or any contact details, it should be promptly notified to all concerned offices.
- b) It is mandatory for the vendor to open the office at the location of Administrative Office for whose branches/Offices/ residential complexes the work order has been given This office should be open before the commencement of the work. Registration certificate of Shops & Establishment of Union Territory of J&K / lease agreement/ agreement of sale to be submitted to the CM(HR &ADMIN.) before commencement of work.
- c) The vendor shall have its own Office / Establishment/Setup/Mechanism, etc. in the Union Territory of J&K, at its own cost to ensure correct and satisfactory performance of the liabilities and responsibilities under the contract.
- d) The Service Provider should submit all authorized persons details (related to security guards service) including their official e-mail containing duly signed scanned copy of letter ID and mobile nos. as per the Biodata format given in

**Appendix-13.**

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

### 30.3. Statutory Liabilities

- a) The private security Guards (Male and/or female) provided shall be the employees of the Private Security Agency and all statutory liabilities will be paid by the Private Security Agency such as ESI, PF, any compensation under Workmen's Compensation Act, etc.
- b) All the statutory obligations as laid down with reference to the Service Provider or its employees should be fulfilled by the Service Provider, in terms of the relevant acts/rules/laws/guidelines laid down by the Central Labour Department and/ or any other Statutory Authority from time to time. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act i.e. Contract Labour (Regulation & Abolition) Act-1970, Minimum Wages Act-1948, Workmen's Compensation Act-1923, Payment of Wages Act-1936, EPF Act-1952, ESIC Act-1948, Employer's Liability Act-1938, Employment of Children Act-1938, Maternity Benefits Act-1961, Bonus Act-1965 and any other relevant Rules/ Regulations/Acts/ Statutes etc. that may be applicable with regard to the security guards engaged by them. The above list is indicative and not exhaustive. It will be the responsibility of the Service Provider to provide details of manpower deployed by them to the Labour Department and SBI.
- c) The agency will also maintain all the statutory register and records which will be made available for inspection by the Bank and Labour Officer and Other government Officials as per the guide lines of the Central and State Government.
- d) All liabilities towards guards arising out of accident or death while on duty shall be borne by the Private Security Agency. The Private Security Agency will take a Group Insurance Policy for the private security guards deployed in the Banks site.
- e) The Private Security Agency will get a valid Labour License for carrying out captioned jobs as per Central/State Govt statutory requirements within 30 days of getting work order, failing to which the work order of the Private Security Agency will be cancelled. The Private Security Agency will open the ESIC and EPF account of the guards immediately after his joining and submit a copy of the receipt of application applied to ESIC and EPF authority will be provided to the Bank. Individual guard EPF account should be accessible through the mobile phone and internet. Guards EPF account or EPF Sub-Code account must be opened in Jammu or in the District headquarters where the guard is posted.
- f) Those areas which are not covered in the ESIC notification shall be covered under the Workmen Compensation Act 1923 as applicable or the Private Security Agency will take similar insurance policy of the Private Security guards preferably from the SBI life or any other insurance company, wherein the monthly premium will be equivalent to the ESIC monthly contribution. The choice of the medical insurance policy will be decided by the individual guard.

### 30.4 Deployment of Guards:

- a) The list of private security guards likely to be deployed shall be made available to the Bank and if any change in the list due to deployment of new guard or resignation of existing

guards, fresh list of Guards shall be made available by the agency after each and every change.

- b) The security guards/friskers/supervisors should not be above the age of 45 years at the time of initial deployment and should be in good health. No security guard/supervisor should be allowed to perform the duties after attaining the age of 60 years under any circumstances.
- c) Before deployment of any guard in the Bank site, the Private Security Private Security Agency will give them minimum 20 days induction training which will include 100 hrs of classroom instruction and sixty hours of field training. Private Security Agency will give 03 days refresher training to their guards once in a year. The training will also include the training on latest security gadgets, CCTV, Security Alarm System, and Fire Alarm System. Security guards should be informed about prevailing security scenario in their area of operation / Duty and remedial action to be taken in case of need or emergency.
- d) Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the Service Provider) the Service Provider and report should be submitted to SBI prior to deployment without fail. Violation of clause will result in penalty of Rs.500/- per guard and repetition of such incident will result in termination of contract.
- e) The security guards personnel should be minimum Matriculate and full knowledge of local language and minimum working knowledge of Hindi language.
- f) A copy of the consolidated list of the guards clearly showing whether he is ex-servicemen or non –ex-servicemen should be submit to the Security Officer of the Module .No new private security guard will be deployed without consultation of the Security Officer of the concerned Module/ Office.
- g) The Private Security Agency will deploy permanent reliever wherever required.
- h) The antecedents of Security Guards/Supervisors deployed shall be verified by the Private Security Agency from local Police Authority and an undertaking in this regard will be submitted to the Bank. The agency will also submit to the Bank the copy of its forwarding letter to the Police authority clearly showing the names and addresses of the guards. Police verification report to be submitted within one month of deployment of guards to the branch/office which is making monthly payment and one copy of it to be provided to the Security Officer.
- i) No private security guard who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.
- j) The Private Security Agency shall perform all such Security services, acts, matters and things which the Bank may issue/advice from time to time.
- k) The Security agency shall not deploy any private security guard considered to be undesirable by the Bank.
- l) The Private Security Agency shall be responsible to maintain all property and equipment of the Bank entrusted to it.
- m) The Private Security Agency will deploy supervisors as per the need given by the Bank. The supervisor shall be required to work as per the need of the Bank.

- n) The Private Security Guards/Supervisors engaged have to be extremely courteous with pleasant mannerism in dealing with the Staff/ residents/visitors and should project an image of utmost discipline. The Private Security Agency will have to remove any private security guard in case of complaints or as decided by the Bank if the person is not performing the job satisfactorily or otherwise. The Private Security Agency shall have to arrange the suitable replacement in all such cases.
- o) The private security guard duty will be eight hours shift. Generally round the clock shifts will be from 0600 hrs. to 1400 hrs. or 1400 hrs. to 2200 hrs. or 2200 hrs. to 0600 hrs. But the timings of the shift can be changed as per the convenience of the Bank. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. Any sort of payments as per Central Government Rules/Acts for extra duties or overtime or double duties (other than National Holidays) performed by the personnel of the Private Security Agency will be borne by the Private Security Agency and SBI has no liability of payment for the same.
- p) The private security guards will report to the place of duty at least 15 minutes in advance of the commencement of the shift, for collecting necessary documents/instructions, and to complete all other required formalities as stipulated.
- q) The private security agency will maintain adequate pool of reserve guards so that in case of requirement they can provide the trained man power in shortest possible time.
- r) An Identity Card, should be issued by the successful Private Security Agency to each personnel engaged at the Bank's site.
- s) All engaged Security guards at all the locations / sites should be changed over / rotated every six months, at the discretion of the Bank. For relocation / shifting of the guards the Bank will pay not pay anything.
- t) Boarding / Lodging of the security guards will not be provided by the Bank nor shall the Bank pay for it. Bank shall not provide any accommodation to the security guards deployed at the Bank's site by the successful Vendor(s).
- u) Bank will not pay any extra allowances and/or wages for Duty Checking by the Service Provider's representative .
- v) Before deployment of new guards by the private security agency, they should be interviewed by the Administrative Office Security Officer for accessing their suitability.

### 30.5.Uniform & Accessories

- a) The SERVICE PROVIDERs have to arrange/ issue to its guards/supervisors,two sets of summer uniforms & one pair of shoes-once in a year, one set of winter uniform( if required)-once in two years. Apart from these, a raincoat, a jacket & a sweater( if required) -once in two years are required to be provided to guards/supervisors by the SERVICE PROVIDER. Though, initially, these uniform articles should be issued to their employees well before the start of any particular season.
- b) Accessories for armed/ unarmed guards like whistle, torch with batteries, diary, pen etc. and baton to unarmed guard will have to be provided by the successful Vendor(s) for Security guards engaged for at the Bank's site per post.

### 30.6.Monthly Wage bill

- a) The Private Security Agency will pay the salary to the guards before 07<sup>th</sup> of every month and wage bill will be claimed from the Bank on reimbursement basis. While claiming the bill, documents to be submitted with it will be register of wages, EPF challan, ECR copy of EPF department showing the name of the guard, ESIC challan, ECR copy of ESIC department showing the name of all guard, Professional tax challan, muster roll signed by the guards etc. Without submission of all or any one document, the bill will not be cleared by the Bank. Failing of non submission of documents within the due date as advised by the Bank, the empanelment and contract will be terminated and security money deposit will be forfeited.
- b) **Monthly wage bill component is given at Appendix-14.**
- c) The Private Security Agency who will be hired by State Bank of India will must have to open an account with Bank in which all monetary transaction with Bank related to Security Services will be done. If the Private Security Agency did not have account with State Bank of India, than they have to open it within 15 days after getting empanelled with the Bank otherwise they will not be allowed to participate in the Commercial bid.
- d) All guards must have saving bank account with State Bank of India. Monthly wages will be credited in the individual guard Bank account only and under no circumstance cash payment of wages will be done.
- e) The rates of remuneration as agreed between the parties shall be as per the minimum wages notified Central Government..
- f) Revision of wage will be revised time to time as per the Central Government Notification. The revised rates shall become effective with effect from date mentioned in the notice of revision of rates issued by Central Government. Taxes will be paid extra on actual basis as notified by the Government time to time.
- g) The Private Security Agency will submit the application for revision of wages well in time as and when the notification is issued by the Central Government. Delay in notifying the Bank about the revision of wage will be treated as breach of contract.
- h) 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.
- i) Bank will deduct income tax at source and all other taxes, duties as applicable from time to time from amount payable to the SERVICE PROVIDER.

### 30.7. Work Policy

- a) The selected Vendor should provide security services in coordination with the Security Officer/ Chief Manager (HR) at Administrative Office, depending on the Bank's requirement.
- b) The selected Vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- c) The Service Provider shall not, knowingly or unknowingly, engage any person with criminal record/conviction or any person who participates in a pre-trial diversion program, and any such person shall be barred from participating directly or indirectly in providing

the services under the Agreement. Police verification of all the personnel engaged by the Service Provider should be arranged and confirmed to the Bank in writing. If it is later found that the Service Provider had employed any person with criminal record or prior conviction, the Banks shall have the option to terminate the contract, including claiming damages for losses suffered, if any.

- d) The Service Provider and/or individual so assigned for the performance of the services under the Agreement agree to comply with all of the Bank's standards and procedures stipulated in this respect at the locations where the Service Provider is performing work to avoid penalty.
- e) There will be a Performance review meeting on half yearly basis with the vendor

#### 30.8. Indemnity

- a) Indemnity Bond in respect of all the employees engaged as per format provided by SBI will have to be submitted by the Service Provider at the time of signing of the Contract.
- b) Letter of fidelity has to be signed by every employee of the Service Provider who are engaged at the Bank's Premises. These should be submitted to the Bank by the Service Provider before commencement of the work. Format of declaration to be submitted by the guard/frisker/supervisor is given in [Appendix-15](#).
- c) The Service Provider shall compensate the Bank for any loss and / or damage caused to the Bank as a consequence of non-compliance of all or any of the terms of the Clause or for the misconduct or negligence of all or any of its employees, representatives or any individual assigned for the performance of the services under the Agreement. In the event of such a claim for loss or damages being made by the Bank, the Bank shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Service Provider. Any such claim for loss and / or damage made by the Bank shall not amount to a waiver for the Bank's right to terminate this Agreement or any of the other rights available to the Bank either under the Agreement or otherwise.
- d) 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.
- e) The Private Security Agency warrants that it will perform its obligations in a professional manner. Its security guards will take all reasonable steps which are required to protect Banks property/personnel/image as per the Bank's guidelines.
- f) 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 Tender Notice.
- g) In the event of any such damages occurring to the Bank, the Private Security Agency shall be liable to compensate the damages may be quantified by the Bank and the Bank, shall be without prejudice to the other right/remedies available with the Bank, entitled to adjust the amount so claimed as damages against the future payments due by the Bank to the private security agency, Security money deposit , performance guarantee and Bank shall also have the power to terminate the Contract.

### 30.9. Independent Service Provider:

- a) The Service Provider and / or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider 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 Service Provider acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of the Bank

or any subsidiary or affiliate thereof. The Service Provider agrees and confirms that the relationship between the Service Provider, its employees, agents, representatives is that of employer or employees. The Bank is the principal employer of such persons at all matter and times. It is further confirmed that such personnel/employees shall have no relationship with Bank as employee & employer nor any such claim is sustainable.

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

### 30.10. General Obligations of vendor

- a) The vendor agrees to put in its best efforts to meet the Bank's assigned deadlines and standards as applicable to avoid penalty.
- b) The vendor 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.
- c) The vendor 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.
- d) The vendor 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.
- e) The vendor and any individual so assigned for performance of the services under this Agreement agree, represent and warrant and declare that no Bank Officer, Director, employee or immediate family member thereof (collectively, "The Bank Personnel") has received or will receive any benefit directly or indirectly in connection with this Agreement and that no Bank Personnel has business relationship of any kind with the Service Provider or its officers or any individual so assigned for performance of services under this Agreement.

- f) The vendor shall not engage any sub contract or transfer the contract to any other person in any manner. If the Service Provider transfers or assigns this contract to any other Service Provider/organization (third party) the current agreement will be treated as terminated automatically.
- g) If the Private Security Agency is a joint venture/ consortium/ group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Bank.
- h) The contract period is 03 years from the date of the commencement of the work and extendable by another 01 year, subject to the satisfactory of services of the vendor and under same terms & conditions or modifications at the discretion of the Bank.
- i) The Vendor shall not make or cause to be made any alteration, erasure or obliteration to the text of the Commercial bids document otherwise the bid will be cancelled.

### 30.11. CONFIDENTIALITY AND SECRECY:

- a) The Vendor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration or deletion thereof. Any violation of the same will be liable for action under the law.
- b) The Vendor shall ensure that all individuals assigned by the Service Provider to provide services under this Agreement, shall sign a suitable confidentially and NonDisclosure Agreement in a format approved by the Bank, to protect Confidential Information. The Service Provider further agrees that merely by reason of its individuals/employees signing the Confidentially and Non-Disclosure Agreement, the Service Provider shall not be absolved from any liability that may arise as a consequence of breach of this Agreement either by the Service Provider and / or any of its employees, individuals, agents or representatives. The Bank reserve the right to prosecute the individual employee including the Service Provider for divulging any material information of the Bank which may jeopardize its business for any reason what so ever, beside termination of the agreement etc.
- c) The Vendor acknowledges that in the event of any breach or threatened breach of this clause by the Service Provider and / or by any individual assigned by the Service Provider for the performance of the services under this Agreement, the Service Provider shall be liable to pay damages as may be quantified by the Bank. Apart from the above, the Bank shall have the right to proceed against the Service Provider and or its assigned person(s) under appropriate law.
- d) The Service Provider acknowledges that in the event of any breach or threatened breach of this section by the Service Provider and / or by any individual(s) assigned by the Service Provider for the performance of the services under this Agreement, monetary damages, if any, will not be an adequate remedy. Therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider from any such breach, threatened or actual. In addition, the bank reserves the



right to terminate this agreement even with a short notice of bank's intention to do so, besides initiating other legal action by the way of criminal/civil etc.

30.12. Fine and Penalty : Bank reserves the right to impose the penalty as detailed below:-

- a) In case the Private Security Agency fails to commence/execute the work within 15 days time the Bank reserves the right to cancel the contract and get this job carried out from other empanelled security agencies. The security money deposit will also be forfeited. In the event of such cancellation, the vendor is not entitled to any compensation.
- b) Unsatisfactory performance or not meeting the statutory requirements of the contract by the Private security Agency, the contract will be terminated and agency will be black listed for a period of 03 years from participating in such type of commercial bids. The security money deposit will also be forfeited.
- c) In case any Region is not satisfied with the services of Private Security Agency and even after giving chances the services did not improve than vendor will be removed from that area and another empanelled Bidder will be given that area. In case of Zone, their Region can also be reduced.
- d) In case if any of the employees of the Agency is found with an unpleasant disposition, i.e. unshaven/soiled or without uniform/not wearing shoes/unkept hair etc. the concerned Private Security Agency's Guards / Supervisors may be removed from the Bank site immediately and Rs.500/- penalty per guard will be imposed on the vendor and it will be deducted from their monthly wage bill. Repetition of such incident will be resulted in the area reduction or removal of the vendor.
- e) 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 of Rs.500/- (Rs five hundred only) will be levied on each such occasions and the same shall be recovered from Service Provider.
- f) Any monetary loss to the Bank due to the action of the guard will be reimbursed by the Private Security Agency in full.
- g) Any loss to the property to the Bank or any customer or third party where liability is fixed on the Bank to pay the damage, the Private Security Agency will reimburse in full all the money paid by the Bank for repair or paying of damage to the third party.
- h) Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Private Security Agency's or its Guards/Supervisors shall be directly borne by the Private Security Agency including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Private Security Agency to the Bank within seven days. The State Bank of India, without prejudice to other rights/remedies available to the Bank, shall be entitled to recover the amount from the Private Security Agency by deduction from money due to the Private Security Agency or from the security deposit money or through performance bank guarantee.
- i) During the course of contract, if any the Private Security Agency's Guards/Supervisors are found to be indulging in any corrupt practices causing any loss of revenue to the Bank, Bank

shall be entitled to terminate the contract forthwith duly forfeiting the Private Security Agency's Performance Guarantee/ Security deposit amount.

- j) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under this contract, it shall be recovered by the Bank from the private security agency.
- k) The Private Security Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over ( for a period of three years), whenever required by the Bank etc. Failure to maintain the statutory records will result in termination of contract.
- l) The Private Security Agency should ensure strict and meticulous compliance of Contract Labour (Regulation and Abolition) Act, 1970 and The Contract Labour (Regulation and Abolition) Central Rules, 1971, and maintain all records and documents as given therein. Failure to maintain the statutory records will result in termination of contract.
- m) Failure to maintain adequate reserve pool of guards, Rs.1000/- penalty will be imposed on the vendor. It will deducted from the monthly wage bill of the vendor.
- n) Any of the following will result in imposing of penalty of Rs.500/- per guard:
  - i Non-Opening of EPF account within 30 days of joining of the guard or non access to EPF account online due to non completion of KYC.
  - ii Non-Opening of ESIC account within 30 days of joining of the guard or non issuance of ESIC card due to non completion of KYC.
  - iii Non Issuing of I/Card within a week to the guard.
  - iv Non-Issuance of dress and accessories to the guards within a week of joining or failing to issue dress as per the periodicity.
  - v Guard doing duties with gun license of other state without NOC from the State Authority.
  - vi Guard doing duties with defective gun or ammunition or less than 10 ammunition.
- o) All penalty will either be decuted from monthly wage bills or from security deposit amount.

#### 30.13 Compliance with Tax Laws:

The Private Security Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Private Security Agency shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the Private Security Agency in respect thereof, which may arise.

#### 30.14 Bidding during the contract period :

- a) The rates quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, excluding taxes etc. The offers of those prospective Private Security Agencies which do not meet the statutory requirements as per the corresponding Acts are liable to be rejected.

- b) Conditional bids/offers will be summarily rejected.
- c) The Private Security Agency shall bear all costs associated with the preparation and submission of the bid and the Bank, in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the commercial bids process.
- d) The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Private Security Agency. Copies of relevant power of attorney shall be attached.
- e) The Private Security Agency shall submit the price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

#### 30.15 Security Deposit

- a) A Security Deposit amount of 5% of annual cost will be retained by the Administrative Office Jammu from the successful vendor during the term of the contract. No interest shall be paid on the Security Deposit amount. A Performance guarantee equivalent to one month wages of all the guards deployed by the vendor in the State Bank of India site will be given by the vendor.
- b) Simultaneously an agreement will also have to be signed by the successful vendor with the designated representative of State Bank of India...
- c) The Security Deposit Money will be refundable after the end of the contractual period without interest, provided:
  - i There are no other penalties to be levied on the firm due to loss/theft/damage etc. to the Bank Property or negligence /deficiency in service and made attributable to the firm or any of its employees by the Bank.
  - ii There are no other claims of Central or State Government agencies pending against the firm and brought to the notice of the Bank like duties, taxes and levies etc.

#### 30.16 Work Order :

- a) The initial work order for deployment will be given by the Administrative Office.

#### 30.17 VISIT TO SITE:-

- a) It will be imperative on each of the Private Security Agencies to fully acquaint themselves with all the local conditions and factors, which would have any effect on the performance of the contract.

- b) The costs of visiting shall be borne by the Private Security Agency. It shall be deemed that the Private Security Agency has undertaken a visit to the Bank and is aware of the operational conditions prior to the submission of the bid documents.

#### 30.18 TERMINATION OF THE CONTRACT:-

- a) Notwithstanding anything herein contained, the Bank may, by giving 30 (thirty) days' notice in writing to the service provider, terminate the Contract under any one or more of the following conditions:
  - i If at any stage, even after the award of the contract, it comes to the notice of the Bank, that the Private Security Agency/firm had used fraudulent methods or falsified documents to obtain the contract, the Bank would be at liberty to terminate the contract without any notice and a penalty as deemed appropriate would be imposed on the Private Security Agency.
  - ii The Bank may terminate the contract if it is found that the Private Security Agency is black listed on previous occasions by any of the Banks / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.
  - iii The Bank may terminate this agreement before the termination of the said period of 03 years for any reason whatsoever or without assigning any reason thereto after giving one month's notice period to the Vendor.
  - iv 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 RFP 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.
  - v If the Private Security Agency fails to perform the services under this Tender Notice or to observe any obligations or breaches all or any of the terms of this Tender Notice or the service provider is adjudged insolvent by any court of law or the service provider's service is declared by any court of competent jurisdiction as illegal, sham, or contrary of any law.
  - vi If a petition for insolvency is filled against the service provider and such petition is not dismissed within ninety (90) days after filing and / or if the service provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all / any of the service provider's properties.
  - vii If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.
  - viii Nothing contained in this RFP shall affect the right of the Bank to terminate the contract with immediate effect in the event of the happening of all or any of the cause stated in this clause.
  - ix Notwithstanding the above, if the service provider discontinues its business at any point of time due to any reason whatsoever, the service provider shall give notice in writing, 30 days prior to the closure of discontinuing the business to the Bank and shall give all assistance to the Bank till the services hereto handled by the service provider is suitably transferred to other Agencies and/ or taken over by the Bank. The closure shall not discharge the service provider from providing such information and maintaining the records as stated hereinbefore.

b) Any one instance of non payment of any guard EPF or ESIC contribution or less payment of EPF and ESIC contribution or less payment of wages without any reason will result in termination of contract and security deposit will be forfeited. The Bidder will not be allowed to take part in any empanelment process for next three years.

x. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s or partner/s, in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in the absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partner or the addition or introduction of any partner. In case of retirement/ death, the surviving or remaining partner of the firm

shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement

### 30.19. PUBLICITY:

The Service Provider 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.

30.20. Force Majeure. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as tempest, acts of God 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.

### 30.21 DISPUTE RESOLUTION:-

In the event of any disputes and differences arising out of or relating to this agreement including interpretation of its terms and conditions will be resolved through joint discussions of the Authorised Representatives of both the parties. However, if the disputes are not resolved by the discussions, then the matter will be referred to for adjudication to the arbitration of a person appointed by the Bank in accordance with Indian Law i.e. Arbitration & Conciliation Act 1996. The decision of the arbitrator shall be final & binding on both the parties. The venue for the arbitration will be Jammu. The arbitration shall be in English. The arbitration procedure shall not cover any claim made by the private security guard provided by the agency against the Agency and/or against the Bank. The arbitration in case of any disputes, the courts of jammu will have jurisdiction.

### 30.22. JURISDICTION OF COURT

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

30.23. SEXUAL HARASSMENT CLAUSE:

The SERVICE PROVIDER shall comply with the provisions of “Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013” In case of any complaint of Sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the SERVICE PROVIDER and the SERVICE PROVIDER shall ensure appropriate action under the said act in respect to the complaint.

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

|  |   |
|--|---|
| <p>1.<br/>.....<br/>.....</p> <p>(STATE BANK OF INDIA)</p> | <p>2.<br/>.....<br/>.....</p> <p>(SERVICE PROVIDER)</p> |
|--|---|

(To be furnished on Vendor's letter head) Letter No.:

Date:

The DGM ( B& O)  
State Bank of India,  
Administrative Office,  
Rail Head Complex  
Jammu - 180012

Dear Sir,

APPLICATION FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR  
PROVIDING PRIVATE SECURITY GUARDS (UNARMED) & (MALE/FEMALE)(  
EXSERVICEMEN/EX-CAPF/ NON EX-SERVICEMEN) ON REQUIREMENT BASIS IN THE  
OFFICES/ RESIDENTIAL ESTABLISHMENTS IN JAMMU UNDER STATE BANK OF INDIA  
ADMINISTRATIVE OFFICE JAMMU

With reference to your advertisement dated \_\_\_\_\_ for the captioned work, we enclose herewith for your kind consideration our Bidder Profile in the format provided by you in the Appendix-9 along with necessary supporting papers signed and sealed by the authorized signatory of the vendor. We confirm that the details furnished by us are true and correct.

2. We undertake to produce the original of all the papers/ documents attached herewith as and when asked for by the Bank and shall extend all assistance to the Bank Authorities for the purpose of empanelment.

3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the REQUEST FOR PROPOSAL (RFP) including all Appendixs to provide exservicemen guards/frisker (Unarmed) at offices/Residential establishments of State Bank of India in Jammu under AO Jammu.

4. In case of our empanelment, we shall participate and submit the commercial bid (Offline/ online) on the date advised to us. We shall also abide by the Business Rules prescribed for auction.

5. We clearly understand and undertake that mere submission of application does not guarantee for our empanelment and Bank's decision in this regard will be final and binding on us. We submit this application in token of our acceptance of the terms & conditions laid down in this advertisement.

Dated this ..... day of .....2024

Yours faithfully,  
Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Seal Date:

### SCOPE OF WORK

The Private Security Agency shall provide the security services to the Bank. The Private Security Agency shall ensure protection of the personnel & property of the Bank, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Bank building.

The Private Security Agency shall employ the category of Ex-Servicemen, ExParamilitary and other not above the age of 60 years. The Security guards should be able to demonstrate the following –

- Conduct in Public and correct wearing of uniform;
- Providing Physical security to building, security of the assets, personnel security;
- Fire fighting and use and management of various Firefighting equipment;
- Crowd control;
- Examining identification papers including ID cards;
- Should be minimum a 8<sup>th</sup> pass and able read and converse in Hindi & Local language;
- Providing First – aid;
- Crisis response and Disaster Management;
- Use of security equipments and devises ( for example Security Alarm, CCTV system etc)

Physical and Medical Fitness – The Private Security Agency shall get guards and supervisors physically and medically fit for performing Guard Duties and screened for visual, hearing, gross physical defects and contagious diseases by certified MBBS Doctor before deploying the guards.

#### **1 DUTIES AND RESPONSIBILITY OF SECURITY AGENCY/ SECURITY GUARDS/ SUPERVISORS:**

- 1.1 The Private Security Agency and its guards shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of their responsibility given to them by the Bank and shall not knowingly lend to any person or Private Security Agency any of the effects of the Bank under its control. No outsiders are allowed to enter in the bank's building/residential premises/property, without proper authentication/ pass etc.
- 1.2 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 stated competent authority will be available with the Security Guards/Supervisors.
- 1.3 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.
- 1.4 Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out. No vendor will be allowed to sell its items in Branch/office premise.



- 1.5 The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in open or inside the premises.
- 1.6 It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- 1.7 The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguisher and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
- 1.8 In emergent situations, Security Guard/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Guard/Supervisor should be sensitized for their role in such situations.
- 1.9 The Security Supervisor/Guards shall give due respect to all and display mature behavior, especially towards ladies.
- 1.10 The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 1.11 The Security Guards/Supervisors shall not accept any gratitude or reward in any shape.
- 1.12 Security Guards/Supervisors engaged by the Private Security Agency shall not take part in any staff union /association activities.
- 1.13 Any other provisions as advised by the Bank may be incorporated in the agreement. The same shall also be binding on the Private Security Agency.
- 1.14 The security guards shall ensure that all the lights/fans/ACs/electric appliances are switched off at the end of the working hours.
- 1.15 The security guards shall ensure that all the labourers, carpenters, plumbers, service persons etc. must have a valid work permission/work pass issued from the concerned department to execute the work in the office premises.
- 1.16 Security guards deputed in the office premises/staff quarters must refrain themselves from drinking and smoking during the work hours.

## 2. APPEARANCE STANDARDS OF SECURITY GUARDS

- 2.1 All security guards shall be well groomed and clean. They will wear the prescribed uniform smartly and correctly. Name Plate should be displayed above the left side of the pocket and if possible, full name should be written. They will display their Identity card.
- 2.2 All security guards will have short hair and fingernails trimmed. They will shave daily. Poor personal hygiene that is offensive to others will not be tolerated.
- 2.3 All security guards are prohibited from attaching, affixing, or displaying objects, articles, jewelry or ornamentation to or through the ear, nose, tongue, or any exposed body part (includes visible through clothing) while on duty.

## 3. QUALITATIVE REQUIREMENT (QR) OF SECURITY GUARDS

- 3.1 The Security Guards if from ESM/ Ex Para Military personnel
  - i) Preferably from combat arms e.g. Infantry, Artillery, AD Artillery, Armoured Corps, or Soldiers GD or Combatants from any other Arm or Service.

- ii) Medical category:- SHAPE -1 or AYE ( To be verified from discharge book).
- iii) Character: Preferably Exemplary. GOOD may be considered. iv) Age:- Should not below 18 years and not more than 60 years.
- v) Education qualification: min. 8<sup>th</sup> pass.
- vi) They should have done required training as per the Section 5 of The Private Security Agencies ( Regulation, Act 2005).

3.2 Non ex-servicemen / NoN Ex-Paramilitary guards:

- i) It is mandatory that security guards and supervisors before deployed in Bank branches /Offices/ establishments must have done required training as per the Section 5 of The Private Security Agencies ( Regulation, Act 2005).
- ii) A private security agency shall not employ or engage any person as a private security guard unless he-
  - (a) is a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify;
  - (b) has completed eighteen years of age but has not attained the age of sixty years;
  - (c) satisfies the agency about his character and antecedents in such manner as may be prescribed;
  - (d) Should be physically and mentally fit.
  - (e) Satisfies such other conditions as may be prescribed.

3.3 Physical:- Mentally & Physically fit & alert and be able to undertake prolonged physical activities. It will be mandatory on the part of Agency to get his employees medically examined once in a year & submit a copy of Doctor's fitness certificate to the Bank for checking & record.

3.4 Police Verification:- Antecedents of Security Guards to be verified by the police .

3.5 Training :- Should have undergone basic training on the following

i) Bank Security. ii) Fire fighting. iii) First Aid. iv)

Legal powers of the guards while on bank duty. v)

Bomb threat/ Sabotage.

vi) Bank's strike/Dharna/agitation etc.

vii) Handling of security equipment i.e CCTV system, Fire Alarm System, Security Alarm System and Fire extinguishers.

3.6 The agency will provide the following particulars of the ESM/ Para Military security and other guards deployed in the Bank.

- i. Copy of appointment letter.
- ii. PF No. & ESI No. iii. A certificate to be given every month that all statutory dues have been paid.
- iv. A copy of ESM/ Ex Paramilitary guards discharge book duly attested. It will be verified against the original by the authorized person of Bank with original discharge book of ESM.
- v. A copy of guard valid gun license.

#### 4) SUPERVISION

Private Security Agency will deploy their Field supervisors deployed and check the guards on duty and submit the report to the respective Administrative Security Officer and will maintain a duty register and attendance register..

Duty check routine will be as under:-

- a) Major Towns/Cities:-- Thrice in a week ( Day/ Night)
- b) Semi-urban/Urban Areas: -- Twice in a week. ( Day/ Night)
- c) Remote and difficult areas-- Once a week.

CHARTER OF DUTIES & RESPONSIBILITIES  
OF PRIVATE SECURITY GUARDS/ SUPERVISORS

This document is an Appendix to the agreement, which serves to clarify the responsibilities with regard to the Private Security guards that the Service Provider will provide to the State Bank of India (SBI) at AO/RBO/Office/Branch.

1. DUTIES AND RESPONSIBILITY OF SECURITY GUARDS/FRISKERS/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.
- 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 AO/RBO/Office/Branch 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/friskers/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, firefighting orders and other orders issued from time to time on matters covering security need of the Bank
- XIV. Be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the security supervisor in case of any eventuality.
- XV. The 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:
- (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 patrolling 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/friskers/supervisors should be trained to extinguish fire with the help of fire extinguishers and other fire fighting materials/equipment 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/friskers/supervisors shall participate as per their role defined in the disaster recovery plan, if any, of the Bank. Guards/friskers/supervisors should be sensitized for their role in such situations.
- XX. Daily check of guards/friskers at SBI sites will be carried out by the Service Provider at their own cost, about the duty being performed by their personnel.

The deputed site supervisors will endorse their comments in the daily report register of the concerned site.

- XXI. The security guard/friskers/supervisors should be trained in First Aid, Emergency Responses and functionality of other modern equipment i.e. Lift operations, X-Ray Baggage Scanners & Biometric Access Control Systems etc.
  - XXII. Frisker will perform frisker's duties at the Currency Chest branches as per laid down procedure of the Bank.
  - XXIII. In case of any recovery of suspicious item / cash, the frisker will report the matter to the Branch Manager and act as per the instructions of the Branch Manager.
  - XXIV. Will maintain all the registers/records pertaining to their duties and attendance.
  - XXV. Will ensure the police verification of guards.
2. Every time when new Premises are allotted, the Service Provider should follow all this practice/submission of required documents etc. without being asked/ reminded by the Bank to avoid penalty etc.
-

Details of Guards / Exservicemen guards Presently Deployed By

M/s \_\_\_\_\_

[illegible]

(Minimum 200 Guards)

Note: Out of the above 100 guards should be deployed in the Union Territory of J&K. If during verification data found to be false or regulatory compliances not done by firm, then Bank will reject and disqualify such firms/companies/Agencies.

For and on behalf of

M/s \_\_\_\_\_

Authorized Official. Seal

Date:

## Appendix-4

## LIST OF CLIENTS

[illegible]

Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Seal Date:

## WORK EXPERIENCE

[illegible]



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|  |  |  |  |  |  |  |

Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Seal

Date:

## Appendix-5

### DECLARATION (Black-listing/ De-listing etc.)

I/We \_\_\_\_\_ hereby certify that I/we/my/ our Privaye Security Agency M/s \_\_\_\_\_ has/have never been black-listed/de-listed/de-empaneled by any Government/ Public Sector Banks/Public Sector undertakings/ Private Sector Bank and never involved in arbitration/ litigation with State Bank of India.

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

Place:

Signature with seal

Date:

Name (in block letters)

Designation

Name of the Privaye Security Agency

Address

(To be furnished on Bidder's letter head)

Letter No.:

Date:

The DGM( B & O),  
State Bank of India,  
Administrative Office,  
Rail Head Complex  
Jammu - 180012

Dear Sir,

EMD FOR PARTICIPATION IN TENDERING PROCESS FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING PRIVATE SECURITY GUARDS (UNARMED) & (MALE/FEMALE)( EX-SERVICEMEN/EX-CAPF/ NON EXSERVICEMEN) ON REQUIREMENT BASIS IN THE OFFICES/ RESIDENTIAL ESTABLISHMENTS IN JAMMU UNDER STATE BANK OF INDIA ADMINISTRATIVE OFFICE JAMMU ON

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

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

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

Yours faithfully,

Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Seal Date:

OFFER COVERING LETTER

(To be furnished on Bidder's letter head)

Letter No.:

Date:

The DGM( B &O)  
State Bank of India,  
Administrative Office,  
Rail Head Complex  
Jammu - 180012

Sir/ Madam

REF: YOUR REQUEST FOR PROPOSAL (RFP) DATED ..... FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING PRIVATE SECURITY GUARDS (ARMED/UNARMED) & (MALE/FEMALE)( EX-SERVICEMEN/EX-CAPF/ NON EX-SERVICEMEN) ON REQUIREMENT BASIS IN THE OFFICES/ RESIDENTIAL ESTABLISHMENTS IN JAMMUUNDER STATE BANK OF INDIA ADMINISTRATIVE OFFICE JAMMUON

We have examined the RFP, the receipt of which is duly acknowledged, and we offer to our bid for Empanelment of Private Security Agencies for providing private security guards (unarmed) & (male/female)( Ex-servicemen/Ex-CAPF/ Non Ex-servicemen) on requirement basis in the Offices/ Residential establishments in Jammuunder State Bank of India, Administrative Office, Jammu as per the terms, conditions and specifications spelt out in the RFP and made part of this offer.

2. While submitting this bid, we certify that:
  - (a) We have not induced nor attempted to induce any other vendor to submit or not submit a bid for restricting competition.
  - (b) We have not added/deleted/modified the contents/ text of the document or any part of the bid document and if bank observes any modification/alteration/addition/deletion is made, bank has right to reject the bid without assigning any reason.
3. We agree to abide by this offer till 180 days from the last date stipulated by the Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by the bank any time before the expiry of that period.
4. We agree that in the event of our Bidder being selected for providing services to State Bank of India, as service provider we will enter into and execute the necessary contract agreement as per the format specified by State Bank of India. We understand and agree that until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between us.

5. We understand that the Bank is not bound to accept the lowest or any bid that may be received.
6. We also certify that we have not been blacklisted or included on negative list or have been terminated of their services of any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs). Further, we have not abandoned any work or rescinded any part of our contract. We also certify that none of the directors of our Company is/has been a director/Partner/Promoter/Key Managerial Person in a Company/firm/entity which is/has been black-listed or included in negative list by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs).
7. We also certify that we are not involved in any litigations/ material litigations with any client/own employee/Directors etc. or any Vigilance cases, whose outcome could have a materially adverse impact on our business/finance.
8. We also certify that no litigation/prosecution is pending against us or our directors involving violation of statutory regulations or alleging criminal offence or tax liabilities.
9. We certify that the information/data/particulars furnished in our Proposal are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, Bank will have the right to disqualify us from the bid.
10. We undertake to comply with the terms and conditions of the RFP. We enclose along with our Proposal a duly signed hard copy of the RFP document. We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever.
11. It is certified that the information furnished here in and as per the documents submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false/misleading/incorrect information/ documents.
12. We have understood that the initial engagement of the selected Vendors shall be for three (03) years, however, the Bank may, at its discretion, terminate the engagement any time during the currency of the contract for violation of any of the terms and conditions by Vendors or otherwise.

Yours faithfully,

Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Seal Date:

Note: A copy of the Board Resolution/ Power of Attorney authorizing the signatory to represent the Company/ Firm to be enclosed.

EVALUATION OF MANDATORY REQUIREMENTS CUM SCORING SHEET SCORING SHEET FOR  
EMPANELMENT OF EMPANELMENT PRIVATE SECURITY AGENCIES FOR PROVIDING PRIVATE  
SECURITY GUARDS

| Sl | Parameter   | Marks  | Total Marks | Marks obtained |
|----|---|--|-------------|----------------|
| 1  | Average Turnover during last three years  | Rs.06 Crore and above-10<br>Between Rs 04 Crore and 06 Crore- 05                                       | 10          |                |
| 2  | Currently empanelled with number of Banks (Public/ Private Sector)  | More than 06 Banks- 10<br>Between 04 to 6 Banks- 07<br>Up to 03 Banks- 04                              | 10          |                |
| 3  | Years of experience   | 07 years and above -10<br>Between 05 years and 07 years -05<br>Below 5 years -00                       | 10          |                |
| 4  | Training Centre in Jammu  | Own -05<br>Tie up-02   | 05          |                |
| 5  | Deployment of guards during last 07 years   | More than 400 - 05<br>Between 300 to 400- 03<br>Between 200 to 300- 02                                 | 05          |                |
| 6  | Present strength of guard in the Bidder roll  | More than 200- 10<br>Between 100 to 200- 07<br>Between 50 to 100- 04                                   | 10          |                |
| 7  | No of Private Security guards provided to Banks ( Public Sector/Private sector Bank) during last 07 years | More than 500 - 10<br>Between 200 to 500- 07<br>Up to 200 - 04   | 10          |                |
| 8  | Office in Jammu   | North Goa-7 South Goa-3  | 10          |                |
| 9  | Demonstration of guards   | Turn out-05.<br>Professional Knowledge-15  | 20          |                |
| 10 | Committee assessment  | Assessment of Private Security Agency with regard to its reputation, experience and infrastructure - 2 | 10          |                |
|    | Total   |  | 100         |                |

FIRM/COMPANY/AGENCY PROFILE:

|   |  |   |             |               |            |
|---|--|---|-------------|---------------|------------|
| 1 | NAME OF ORGANIZATION :   |   |             |               |            |
| 2 | CONSTITUTION   | INDIVIDUAL/PROPRIETARY/ PARTNERSHIP/ HUF/ PRIVATE LIMITED/ PUBLIC LIMITED/ CO-OPERATIVE SOCIETY<br>(PLEASE ENCLOSE A COPY CERTIFICATE OF REGISTRATION/PARTNERSHIP DEED) |             |               |            |
| 3 | YEAR OF ESTABLISHMENT  | (NB: DATE OF COMMENCEMENT OF BUSINESS- IN CASE OF COMPANY)  |             |               |            |
| 4 | DETAILS OF PARTNERS/KEY/SENIOR OFFICIALS/DIRECTORS/TECHNICAL OFFICER | Name  | DESIGNATION | QUALIFICATION | EXPERIENCE |
|   |  |   |             |               |            |
|   |  |   |             |               |            |
|   |  |   |             |               |            |
|   |  |   |             |               |            |
|   |  |   |             |               |            |
| 5 | NO. OF OFFICES IN INDIA AND Jammu                                    |   |             |               |            |
| 6 | REGISTERED/HEAD OFFICE ADDRESS WITH DETAILS                          | Address   |             |               |            |
|   |  | Mobile no.  |             |               |            |
|   |  | Phone no.   |             |               |            |
|   |  | FAX NO.   |             |               |            |
|   |  | E-Mail id   |             |               |            |
| 7 | LOCAL OFFICE ADDRESS WITH DETAILS                                    | ADDRESS   |             |               |            |
|   |  | Mobile no.  |             |               |            |
|   |  | Phone no.   |             |               |            |
|   |  | FAX NO.   |             |               |            |
|   |  | E-Mail id   |             |               |            |
|   | CONTACT DETAILS FOR CORRESPONDENCES IN CONNECTION WITH TENDER        | ADDRESS   |             |               |            |
|   |  | Mobile no.  |             |               |            |
|   |  | Phone no  |             |               |            |
|   |  | FaxNo.  |             |               |            |
|   |  | E-mail  |             |               |            |
|   | WHETHER  | NAME OF ORGANISATION  |             | SINCE WHEN    |            |

|   |   |                             |  |  |  |
|---|---|-----------------------------|--|--|--|
| 9 | REGISTERED/EMPANELLED WITH ANY ORGANISATION/PUBLIC BODY |                             |  |  |  |
|   |   |                             |  |  |  |
|   |   |                             |  |  |  |
|   |   | (ENCLOSE DOCUMENTARY PROOF) |  |  |  |

|     |   |   |   |                               |   |          |  |
|-----|---|---|---|-------------------------------|---|----------|--|
| 10. | SERVICE SUPPORT IN Union Territory of J&K (PROVIDE DETAILS AS PER FORMAT) | PLEASE FURNISH COMPLETE DETAILS OF OFFICES (ADDRESS AND CONTACT DETAILS LIKE MOBILE NO., PHONE NO, FAX, EMAIL ADDRESS) WITH NUMBER OF SUPPORT STAFF. WHETHER HAVING OFFICES AT UNDER NOTED LOCATIONS? |   |                               |   |          |  |
|     |   |   | LOCATIONS   | OFFICE AVAILABLE (YES OR NO)  | ADDRESS AND CONTACT DETAILS LIKE MOBILE NO., PHONE NO, FAX, EMAIL ADDRESS) WITH NUMBER OF SUPPORT ENGINEERS AND THEIR NAMES |          |  |
|     |   |   | Jammu   |                               |   |          |  |
|     |   |   |   |                               |   |          |  |
|     |   |   |   |                               |   |          |  |
|     |   |   |   |                               |   |          |  |
|     |   |   |   |                               |   |          |  |
|     |   |   |   |                               |   |          |  |
| 11. | GSTIN NUMBER  |   | (PLEASE ENCLOSE A CERTIFIED COPY OF LATEST GST RETURN)  |                               |   |          |  |
| 12. | PAN (PERMANENT ACCOUNT NUMBER)  |   | (PLEASE ENCLOSE A CERTIFIED COPY OF LATEST INCOME TAX CLEARANCE CERTIFICATE/RETURN FILED/ASSESSMENT ORDER)                |                               |   |          |  |
| 13. | DETAILS OF AUTHORISED SIGNATORY   |   | (PLEASE ENCLOSE COPY OF THE BOARD RESOLUTION/ POWER OF ATTORNEY AUTHORIZING THE SIGNATORY TO REPRESENT THE COMPANY/ FIRM) |                               |   |          |  |
| 14. | KEY FINANCIALS  |   | (RS. IN CRORES)   | AS AT CLOSE OF BUSINESS AS ON |   |          |  |
|     |   |   |   | 31.03.20                      | 31.03.21  | 31.03.22 |  |
|     |   |   | TURNOVER/SALES  |                               |   |          |  |
|     |   |   | OTHER INCOME  |                               |   |          |  |
|     |   |   | PROFIT BEFORE TAX   |                               |   |          |  |
|     |   |   | PROFIT AFTER TAX  |                               |   |          |  |
|     |   |   | CAPITAL & RESERVES  |                               |   |          |  |
|     |   |   | (PLEASE ENCLOSE COPIES OF AUDITED PROFIT AND LOSS AND BALANCESHEET ALONG WITH AUDITOR'S NOTE)                             |                               |   |          |  |

|     |   |  |                |          |              |                           |                 |                 |
|-----|---|--|----------------|----------|--------------|---------------------------|-----------------|-----------------|
| 15. | NAME AND ADDRESS OF BANKERS   | (PLEASE ENCLOSE LATEST SOLVENCY CERTIFICATE WORTH 50 LACS ISSUED not later than 06 months on date of submission OR ANY OTHER EQUIVALENT CERTIFICATE ACCEPTABLE TO BANK)    |                |          |              |                           |                 |                 |
| 16. | LIST OF CLIENTS WHOSE WORK HAS BEEN UNDERTAKEN DURING LAST THREE YEARS                      | CLIENT NAME AND WORK LOCATION ADDRESS  | CONTACT PERSON | TELE NO. | Name of work | Amount of work undertaken | START DATE      | Completion Date |
|     |   |  |                |          |              |                           |                 |                 |
|     |   |  |                |          |              |                           |                 |                 |
|     |   | (PLEASE ENCLOSE ORDER COPY/CONTRACT COPY AND CERTIFICATE OF SUCCESSFUL WORK FROM CUSTOMERS)  |                |          |              |                           |                 |                 |
| 17. | ASSOCIATE FIRMS/COMPANIES WITH DETAILS OF ACTIVITY AND TURNOVER                             |  | NAME OF FIRM   |          | ACTIVITY     |                           | ANNUAL TURNOVER |                 |
|     |   |  |                |          |              |                           |                 |                 |
|     |   |  |                |          |              |                           |                 |                 |
|     |   |  |                |          |              |                           |                 |                 |
|     |   |  |                |          |              |                           |                 |                 |
|     |   |  |                |          |              |                           |                 |                 |
| 18. | DEALING WITH STATE BANK OF INDIA  | SINCE:<br>(PLEASE ENCLOSE ORDER COPY/CONTRACT COPY AND INSTALLATION CERTIFICATE(S)/SATISFACTORY PERFORMANCE CERTIFICATES FROM BRANCH MANAGER/SECURITY OFFICER OF THE BANK) |                |          |              |                           |                 |                 |
| 19. | DEALING WITH OTHER PUBLIC SECTOR BANKS  | (PLEASE ENCLOSE WORK ORDER COPY/CONTRACT COPY AND CERTIFICATE FROM PUBLIC SECTOR BANK)   |                |          |              |                           |                 |                 |
| 20. | DECLARATION REGARDING NEAR RELATIVE WORKING IN SBI AS PER Appendix-6                        |  |                |          |              |                           |                 |                 |
| 21. | MENTION ANY LITIGATION/ARBITRATION CASE PENDING AGAINST THE FIRM                            |  |                |          |              |                           |                 |                 |
| 22. | HAVE YOU BEEN BLACK LISTED BY ANY ORGANISATION IN THE PAST 3 YEARS, IF YES, FURNISH DETAILS |  |                |          |              |                           |                 |                 |



ELIGIBILITY CRITERIA: CHECK LIST

| Sl. No. | PRE-QUALIFICATION OF MANDATORY REQUIREMENTS  | WHETHER COMPLIED |
|---------|--|------------------|
| 1       | COPY OF CERTIFICATE OF REGISTRATION/PARTNERSHIP DEED IN SUPPORT OF CONSTITUTION  | YES / NO         |
| 2       | LIST OF OFFICE LOCATIONS PARTICULARLY IN Union Territory of J&K (more than 2 year )  | YES / NO         |
| 3       | CERTIFIED COPY OF LATEST GST RETURN  | YES / NO         |
| 4       | CERTIFIED COPY OF PAN AND GSTIN  | YES / NO         |
| 5       | WHETHER APPLICANT FULFILLS ALL MANDATORY STATUTORY PROVISIONS (EPF,ESI ETC.)   | YES / NO         |
| 6       | LAST THREE YEARS COPIES OF AUDITED PROFIT AND LOSS AND BALANCE SHEET (FOR YEAR 2019-20; 2020-21; 2021-22 ) ALONG WITH AUDITOR'S NOTE   | YES / NO         |
| 7       | SOLVENCY CERTIFICATE/EQUIVALENT DOCUMENT OF Rs. <b>27 LACS</b> ISSUED NOT OLDER THAN 06 MONTHS ON DATE OF SUBMISSION   | YES / NO         |
| 8       | LIST OF CLIENTS  | YES / NO         |
| 9       | WORK EXECUTED WITH DETAILS REQUIRED ABOVE DURING LAST 5 YEARS ALONG WITH ORDER COPY/CONTACT COPY /CERTIFICATE OF SUCCESSFUL WORK CUM SATISFACTORY PERFORMANCE , FROM CUSTOMERS   | YES / NO         |
| 10      | PLEASE ENCLOSE ORDER COPY/CONTRACT COPY AND CERTIFICATE OF SUCCESSFUL WORK FROM STATE BANK OF INDIA IN SUPPORT OF DEALING WITH SBI AS STIPULATED ABOVE.  | YES / NO         |
| 11      | CURRENTLY EMPANELED <b>IN MINIMUM 3 BANKS (PUBLIC /PRIVATE SECTOR) AT ALL INDIA LEVEL AND EMPANELLED IN 02 BANKS ( PUBLIC SECTOR/ PRIVATE SECTOR) IN</b> Union Territory of J&K. <b>PLEASE ENCLOSE ORDER COPY/CONTRACT</b> COPY AND CERTIFICATE OF SUCCESSFUL WORK FROM PUBLIC SECTOR BANK/UNDERTAKING | YES / NO         |
| 12      | COPIES OF ISO CERTIFICATION, IF ANY  | YES / NO         |
| 13      | MINIMUM AVERAGE AUDITED ANNUAL <b>TURNOVER RS. _____ LACS IN LAST THREE YEARS.</b>   | YES / NO         |
| 14      | <b>MINIMUM 200 GUARDS / EX-SERVICEMEN GUARDS ON ROLL</b>   | YES / NO         |
| 15      | WHETHER THE ENROLLED GUARDS ARE TRAINED IN SECURITY AND FIRE SAFETY  | YES / NO         |
| 16      | BLACK LISTED/DISAPPROVED FROM ANY PUBLIC SECTOR BANK'S.  | YES / NO         |
| 17      | IS THERE ANY DISPUTE PERTAINING TO BUSINESS AS RENDERED/ SOUGHT BY YOU IN COURT OF LAW OR ANY JUDICIAL AUTHORITY.  | YES / NO         |

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at .....this.....day of ..... 2023 by ..... (name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at Administrative Office, Jammu, Rail Head Complex,Bahu Plaza, Jammu - 180012 , hereinafter referred to as "the Bank" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS

The State Bank of India, having its Administrative Office, Jammu, Rail Head Complex,Bahu Plaza, Jammu - 180012 (hereinafter called the 'Bank') has invited RFP for providing of unarmed private security guards ( male/female) for monitoring, surveillance, protection of Banks property , customers and staff etc,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupees .....only) as a Bid Security Performance Bank Guarantee.
2. M/s. \_\_\_\_\_, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupees .....only)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We \_\_\_\_\_ (bank), the Guarantors, do hereby irrevocably & unconditionally agree an undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India coming to the conclusion that the vendor (M/s.....) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the State Bank of India, pay without demur to the State Bank of India, a sum of Rs...../- (Rupees .....only) or any lower amount that may be demanded by the State Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupees .....only)
2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees .....only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard.

The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect

or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the State Bank of India under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the State Bank of India and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the State bank of India.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the State Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said RFP and / or hereunder or granting of any time or showing of any indulgence by the State Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees .....only)
- (b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees .....only)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force upto \_\_\_\_\_, 2026 provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till \_\_\_\_\_, 2026 unless these presents are renewed as provided hereinabove on the \_\_\_\_\_, 2026 or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- (f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -
- (i) Insolvency or winding up of the Vendor or absorption, merger, acquisition or amalgamation of the Vendor with any other Private Security Agency , Corporation or concern; or
  - (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any Corporation or concern; or change in the constitution structure or management of the Guarantor
  - (iii) any change in the management of the Vendor by takeover of the management of the Vendor by the Central or State Government or by any other authority; or
  - (iv) any change in the constitution/structure or management of the Bank or
  - (v) any dispute between the Vendor and the Bank.

(g) This guarantee shall be governed by Indian Laws and the Courts at Jammu, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein :

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand on or before .....

Yours faithfully,  
For and on behalf of Bank.

\_\_\_\_\_  
Authorised official

(To be furnished on Vendor's letter head)

Letter No:

Date:

The DGM( B&O)  
 State Bank of India,  
 Administrative Office,  
 Rail Head Complex  
 Jammu - 180012

Dear Sir,

EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING PRIVATE SECURITY GUARDS (ARMED/UNARMED) & (MALE/FEMALE)( EX-SERVICEMEN/EX-CAPE/ NON EX-SERVICEMEN) ON REQUIREMENT BASIS IN THE OFFICES/ RESIDENTIAL ESTABLISHMENTS IN JAMMU UNDER STATE BANK OF INDIA AO JAMMU :ACCEPTANCE OF OFFER

With reference to above, we hereby agree to abide by all terms and conditions laid down in RFP and also agree to the following:

- a) We forward herewith a Security Deposit of Rs. .... We also agree to the fact that the Security Deposit will be held in Current A/c. of SBI and will not carry any interest thereon till the time it is returned to us.
- b) The empanelment will continue, subject to satisfactory performance of the contract.
- c) We also confirm that mere empanelment does not ensure us the right to be invited to participate in all/any bids/ quotations/tenders/ projects and/or to get work.
- d) We also confirm that various certificate/ authority letters as applicable will be renewed in time and renewed copies of the same should be submitted to the Bank for the record.
- e) We also confirm that we will respond to the enquiries by the Bank without fail, as & when sent to us. If we do not respond, our firm will be delisted from Bank's list of empanelment without any further notice.
- f) After empanelment with the Bank, we shall execute agreement with respective AO. It is compulsory to enter/sign the agreement between AO and us before the commencement of the work. Terms & Conditions of Contract (TCC) given at para 28 of RFP will form the part of agreement.
- g) We also certify that the information /data/ particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify and de-empanel us and in event of any details submitted turned out to be false during the tenure of empanelment, the Bank is at discretion to forfeit the Security Deposit and terminate the contract.

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_

Authorized Official. Seal

Date:

BIODATA FOR SERVICE PROVIDER'S GUARDS/FRISKERS/SUPERVISORS

1. NAME (IN CAPITALS): \_\_\_\_\_
2. SERVICE NO.: \_\_\_\_\_
3. PPO NO.: \_\_\_\_\_
4. RANK: \_\_\_\_\_
5. FATHER'S NAME: \_\_\_\_\_
6. HOME ADDRESS: \_\_\_\_\_
7. EDUCATIONAL QUALIFICATION: \_\_\_\_\_
8. HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_
9. NAME OF THE SERVICE PROVIDER: \_\_\_\_\_
10. IDENTITY CARD NO. ISSUED BY SERVICE PROVIDER: \_\_\_\_\_
11. DATE OF BIRTH (MM/DD/YYYY): \_\_\_\_\_ AGE \_\_\_\_\_
12. CONTACT NO.: \_\_\_\_\_
13. AADHAAR NUMBER (Copy attached): \_\_\_\_\_
14. EPF A/C NUMBER: \_\_\_\_\_
15. ESIC A/C NUMBER: \_\_\_\_\_
16. BANK A/C NUMBER: \_\_\_\_\_ IFSC: \_\_\_\_\_ BANK: \_\_\_\_\_ BRANCH  
NAME: \_\_\_\_\_ BRANCH CODE \_\_\_\_\_
17. GUARD/FRISKER/SUPERVISOR: \_\_\_\_\_
18. EDUCATIONAL QUALIFICATION: \_\_\_\_\_
19. LANGUAGES KNOWN:      READ                  WRITE                  SPEAK
 

|    |       |       |       |
|----|-------|-------|-------|
| a) | _____ | _____ | _____ |
| b) | _____ | _____ | _____ |
| c) | _____ | _____ | _____ |
20. PREVIOUS WORK EXPERIENCE: \_\_\_\_\_
21. MEDICALLY FIT CERTIFICATE ISSUED BY:  
Dr (NAME): \_\_\_\_\_, Med. Report attached (Y/N): \_\_\_\_\_

Photograph  
h  
(PP Size)

(Signature of Applicant)

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

Authorised signatory of the service provider & stamp



WAGE COMPONENTS FOR THE EX-SERVICEMAN /EX- PARAMILITARY ARMED AND UNARMED GUARDS

| SR.<br>NO. | DESCRIPTION                  | PERCENTAGE              | Security<br>Guard | Security<br>Guard | Security<br>Supervis or |
|------------|------------------------------|-------------------------|-------------------|-------------------|-------------------------|
|            |                              |                         | Without<br>Arms   | With Arms         |                         |
| 1          | BASIC WAGES                  | (Basic Wages X 26 days) |                   |                   |                         |
| 2          | VDA                          | (VDA X 26 days)         |                   |                   |                         |
| 3          | ESIC                         | 3.25% OF BASIC<br>+VDA  |                   |                   |                         |
| 4          | EPF                          | 12% OF BASIC +VDA       |                   |                   |                         |
| 5          | ADMIN CHARGES<br>(EPF)       | 1 % OF BASIC +VDA       |                   |                   |                         |
| 6          | BONUS                        | 8.33 % Basic +VDA.      |                   |                   |                         |
| 7          | UNIFORM, OUTFIT<br>ALLOWANCE | 3% ON BASIC+ VDA        |                   |                   |                         |
| 8          | National Holidays            | 1% OF BASIC + VDA       |                   |                   |                         |
| 9          | SUB TOTAL 'A'                | SUM OF SR. NO. 1 TO 08  |                   |                   |                         |
| 10         | SERVICE CHARGE               | % of A                  |                   |                   |                         |
|            | TOTAL                        |                         |                   |                   |                         |

Monthly salary will be claimed as under:

Total / 26 X Numbers of duties

GST will be extra





DECLARATION

(BY EX-SERVICEMAN GUARD/FRISKER/SUPERVISOR)

I, ....., 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 security guards 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 Security guards 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 Service Provider uniform with polished black boot and cap during duty.
6. I confirm that I will report for duty at least 15 minutes before my shift starts and will do full eight hour duty per day.
7. I will not involve myself into any type of argument with anyone.
8. I will remain alert & vigil during duty and watch over customers / visitors.
9. I shall not take rest or sleep during duty and I will not bring any bedding materials at site.
10. I shall not leave duty post unless being relieved.
11. I will keep the SBI Premises clean and tidy.
12. I will keep the Daily Report Register & Attendance register maintained and updated every day. I will also get the register signed by the SBI official very day.
13. I will call and inform the concerned persons during any untoward incident if happens at SBI site.
14. 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.

Date:

Signature of Ex-Servicemen Guard/ Frisker/ Supervisor

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

Date:

Authorised signatory of the service provider & stamp

