

Tender ID : CSO/KOI/2023-24/01

Dated : 20/04/2023

STATE BANK OF INDIA
KOLKATA CIRCLE

REQUEST FOR PROPOSAL

FOR
EMPANELMENT OF PRIVATE SECURITY AGENCY

FOR PROVIDING SECURITY SERVICES

AT VARIOUS BRANCHES / OFFICES/ RESIDENTIAL COMPLEXES OF

STATE BANK OF INDIA, KOLKATA CIRCLE

LOCATED IN THE STATE OF

WEST BENGAL SIKKIM AND ANDAMAN NICOBAR ISLANDS

Submission of application : 20/04/2023 to 12/05/2023 at 1500 hrs.

Last date of query: 28/04/2023 at 1500 hrs

Pre Bid meeting : 02 /05/2023 at 1100 hrs

Opening of technical bid: 16/05/2023 at 1100 Hrs

(Physical applications only to be dropped at Tender Drop Box kept in 9th Floor, B-Block, Local Head Office, SBI, Samriddhi Bhavan, 1 Strand Road, Kolkata-700001)

STATE BANK OF INDIA
LOCAL HEAD OFFICE
PREMISES & ESTATE DEPARTMENT
9TH FLOOR, B BLOCK
'SAMRIDDHI BHAWAN'
1, STRAND ROAD
Kolkata 700001

Designated committee

Assistant General Manager(P&E)	agmpre.lhokol@sbi.co.in
Assistant General Manager (OAD)	agmoad.lhokol@sbi.co.in
Assistant General Manager (BCDM)	agmbcdm.lhokol@sbi.co.in
Circle Security Officer	cso.lhokol@sbi.co.in
Contact No. for any query till 28./04/2023 1500 hrs: Only by E-mail Email: cso.lhokol@sbi.co.in	

1. State Bank of India a body Corporate incorporated under the State Bank of India Act 1955 having its Corporate Centre at State Bank Bhawan, Madame Cama Road, Mumbai, one of the Local Head Office at 1 Strand Road Kolkata-700001, herein after referred to as "the Bank", Premises & Estate Department, Local Head Office, Kolkata intends to empanel reputed, reliable and experienced Security agency having sound financial background, required experience, high degree of expertise, adequate qualified technical/skilled personnel and who satisfy the Bank's specified qualification criteria, to provide security guards for its Local Head Office, Residential Complexes/Branches/Administrative Offices in Kolkata, Administrative Offices and other offices in other parts of West Bengal, Sikkim, Andaman & Nicobar. Accordingly, the Bank invites "**Request for proposal**" (RFP) from the Security Service providers, who fulfill the pre-qualification criteria as per the details given below. Guards so provided must fulfill the criteria as per **Private Security Agencies (Regulation) Act, 2005**.

1.1 Only those agencies having PSARA and labour licence issued from competent government under Contract Labour Law, LIN, who satisfy the eligibility criteria as mentioned hereunder need to apply. BANK reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and no correspondence shall be entertained in this regard. Please note that the Bank will not make any correspondence with any of the applicant except with the companies who will be qualified and shortlisted in the evaluation process for selection of agencies in this regard in future.

1.2 The contract shall be initially for a period of two years from the date of finalizing the contract and may be further extended subject to satisfactory service & conduct up to four years (two extensions each of one year) at the same terms and conditions at the sole discretion of the Bank or for further period as may be requested for by the Bank, and agreed to in writing by the Agency, but not beyond 4 years. However, the Bank reserves the right to extend / reduce this period without assigning reasons whatsoever.

1.3 Being selected as an empaneled agency does not guarantee work. Allotment of work & payment terms would be decided by the designated committee at LHO/Administrative Offices as applicable as per the actual requirement of the Bank. Applicants to note that no negotiation on this issue would be entertained at any level.

1.4 Bidders who have been de-listed/black-listed/debarred for any service/supply by the Bank, Govt. of India Organizations / PSU / PSE / Govt. Depts. or the agencies whose services have been found to be poor/unsatisfactory service, **due to noncompliance of the provisions of any of the associated Acts/Laws including PSARA, Contract Labour Law, Minimum Wages Act or any other labour legislations etc. in last three years are not eligible to apply.**

1.5 Bidders who have previously abandoned providing services to the Bank dishonoring the agreement without any reason compromising Bank security must not apply.

1.6 If at any point of time it is found with that the security of the Bank is compromised due to the act of negligence/undue delay by the representative of agency/firm/ Noncompliance of regulatory conditions of state or central government as applicable, all the work orders issued to the agency would be cancelled outrightly and all the work pertaining to the default agency will be allocated to other empaneled agency and the Bank would not be liable for any loss to such erring agencies.

1.7 The RFP in the prescribed format along with the details of the information sought must duly be supported by relevant documents and be sent in a sealed cover, duly super scribed as **“Request for proposal for the Empanelment of Security Services Providers”**, to reach this office on the given date & time on the address given as above.

Mere submission of RFP will not entail any agency to be short listed for empanelment. Empanelment shall be done, only to the shortlisted agencies based on the verification of RFP and field inspection of running contract, on need basis.

1.8 Companies not registered under Private Security Agencies (Regulation) Act, 2005, or those whose services have been terminated by the Bank within the last three years due to noncompliance of the provisions of any of the associated Acts/Laws including PSARA, Contract Labour Law, Minimum Wages Act or any other labour legislations etc. shall be rejected summarily and will not be further evaluated.

1.9 RFP(Request For Proposal) from agencies providing caretaking/ security services at ATM only shall be rejected summarily.

2.0 Pre bid meeting will be held on 02/05/2023 at 1100hrs at the Mini-Conference Hall, 10th Floor, B-Block,Local Head Office,SBI,Samriddhi Bhavan, 1 Strand Road,Kolkata-700001

2. ELIGIBILITY CRITERIA:

The agencies not fulfilling the Minimum Eligibility criteria shall be rejected summarily and will not be further evaluated. No communication shall be entertained by Bank with regards to rejected bids.

2.1 The Applicant (Service Provider/agencies) should be in the business of Security Service provider dealing in Security service/ Guards (Armed & Unarmed) for a continuous period of last **07 years as on 31st March 2023 (minimum) in the Public Sector Banks/Govt. Offices/Govt. Undertakings with a minimum of 150 security guards** (Pl attach copy of work order/agreement/satisfactory performance certificate issued by such client). It should be registered in India under the Indian Companies Act of 1956 or any other act as applicable against such Agencies/Entities.

2.2 Those agencies who have no LIN shall be rejected summarily.

2.3 The Applicant (Service Provider) must be providing security services (Supply of Armed & unarmed guards), have a valid license under Private Security Regulation Act 2005 issued by the Competent Authority of the respective State Govt/ UT. The Applicant (Service Provider) must also spell out in the documents, whether they have PSARA License for the states/ places for which the empanelment is being applied for i.e., West Bengal/Sikkim / Andaman & Nicobar. The service provider should keep all the requisite licences active and operational/enforceable during contract period.

2.4 The Applicant (Service Provider) should have a **minimum Annual Turnover of Rs 20 crores in the past three financial years for security services only at Public Sector Banks/Govt. Offices/Govt. undertakings i.e., FY 2019-20, 2020-21, 2021-22.** (Please attach turnover certificate from the Chartered Accountant from security services in public sector banks/Govt. Offices/Govt. Undertakings, Audited balance sheet certified by CA along with acknowledged ITR for **FY 2019-20, 2020-21, 2021-22.**)

2.5 The Agency should be profit making company for last three years(Enclose proof).

2.6 The Applicant (Service Provider) must have a valid Labour License, LIN, PASARA for carrying out captioned jobs as per Central/State Govt statutory requirements. It should also have all statutory registration like License under Shops & Establishment Act, GST, SAC Code EPF, ESIC, PAN, etc. Self-attested documentary proof of all the registrations should also be provided. (Copies of relevant documents to be attached).

2.7 The Applicant (Service Provider) must have adequate infrastructure in terms of office and Training Centre with qualified trainer. Address proof with contact Numbers and email IDs to be submitted for contacting the applicant.

2.8 The Applicant (Service Provider) must have adequate manpower to provide Security guards(Armed & Unarmed) at short notice and also in emergency at any time of the day & night. Number of employees, presently engaged by the Applicant (Service Provider) in the State of West Bengal & Sikkim and Andaman and Nicobar to be furnished district wise (Copy of work orders to be attached).

2.9 The Applicant (Service Provider) should also furnish a profile of its Managerial Staff along with age, qualifications, and experience etc.

2.10 The Applicant (Service Provider) should have past satisfactory experience in providing security services to **Public Sector Banks./Govt.Offices/Govt.undertakings** for which the Applicant (Service Provider) has to submit copies of such work orders carried out satisfactorily and referential certificates with a minimum deployment of 150 security guards for continuous period of last 7 years in to **Public Sector Banks./Govt.Offices/Govt.undertakings.**

2.11 The Applicant (Service Provider) must have an office in Kolkata and reasonable presence in State of Sikkim and also in Andaman & Nicobar. (Office address with contact details, electricity bill, deed/lease deed/rent receipt to be provided)

2.12 Copy of Common Annual return submitted to "Shram Suvidha portal" of Ministry of labour and employment for last years for each client as submitted in the application.

2.13 Relevant documents duly signed by the Applicant (Service Provider)'s authorized signatory should be attached for all of the above-mentioned criteria.

2.14 Conditional Tenders are not acceptable.

3. APPLICATION FORM FOR RFP AND SUBMISSION THEREOF

3.1 TENDER PROCESSING FEE:

The Tender documents shall be submitted at this office along with Tender application and non-refundable processing fee of Rs. 5000/- (Rs. five thousand only) (to be deposited in SBI account **number 37608099144, IFSC code: SBIN0003970, Account Name: PARKING ACCOUNT.** Evidence of deposit of processing fee of Rs. 5000.00 must be enclosed with the tender documents. Applications not accompanied with evidence of deposit of Rs.5000.00 shall be summarily rejected.

3.2 EARNEST MONEY DEPOSIT: The application/Tender must be accompanied with evidence of deposit of Earnest Money Deposit (EMD) of Rs. 5.00 lacs. Earnest Money Deposit of Rs.5,00,000=00 (Rs. Five Lacs only) must be deposited in the **SBI Account number 37608099144, IFSC code: SBIN0003970, Account Name:**

PARKING ACCOUNT. The Bank will not pay any interest on the EMD. The Earnest Money Deposit (EMD) of empaneled applicants/agencies will be retained at Office Administration Department, Local Head Office of SBI, and no interest will be payable on the Earnest Money Deposit. The earnest Money paid by the shortlisted agencies will be released only after completion of the total empanelment period.

Application not accompanied with evidence of deposit of EMD of Rs. 5.00 lacs shall be summarily rejected. However, if the empaneled agency does not undertake the job at the allotted site within stipulated period, the Bank shall forfeit the EMD for which the agency shall not raise any objection and such forfeiture shall be conclusive, non-objectionable and binding upon the Agency. The EMD of unsuccessful applicants/agencies shall be refunded and credited in the account number provided by the applicants/agencies in the tender documents within 30 working days after finalization of the empanelment of applicants/agencies. **The applicants/agencies must provide Account Number, Name of the account, Name of the Bank and Branch of the Bank and IFSC code for refund of EMD in the account.**

Please note that no exemption whatsoever should be allowed for EMD and Tender Processing fees.

a) **3.3 PERFORMANCE GUARANTEE/SECURITY DEPOSIT:** The selected agency/vendor has to deposit in the form of Security deposit for an amount equivalent to one-month billing amount by the Bank STDR. The empaneled agency may keep entire amount equivalent to one month billing amount in the form of interest bearing STDR maintained at any branches of SBI with a lien to SBI .The Fixed deposit is required to protect the interest of the Bank against the risk of non-performance of the successful bidder or breach of performance of the conditions of the contract which may warrant right to set off the Fixed deposit . Also, if any act of the Agency results in imposition of liquidated damage then the Bank reserves the right to set off the Fixed Deposit.

3.3.1 The Performance Guarantee Money will be refundable at the end of the contractual period, provided there are no other penalties to be levied on the Company due to loss/theft/damage etc. to Bank Property or negligence/deficiency in service and made attributable to the Company or any of its employees by the Bank. There are no other claims of central or State government agencies pending against the Company and brought to the notice of the bank like duty taxes and levies etc.

3.4 Document / Application form for RFP to be downloaded from <http://www.sbi.co.in> in link "SBI in the News">>"Procurement News". For further clarification, if any, may be clarified **by email only** to cso.lhokol@sbi.co.in with copy to agmpre.lhokol@sbi.co.in **till 28.04.2023, 1500 hours.**

3.5 Corrigendum if any will be available in the link <http://www.sbi.co.in>

3.5SUBMISSION OF APPLICATION

3.5.1 Document / Application form for RFP can be downloaded from <http://www.sbi.co.in> under procurement news.

3.5.2 All the documents shall be complete in all respects, duly numbered, signed and stamped by an authorized representative/s of the Company. List of documents to be attached by the applicant (Service Provider) is as under:

1. Application for Empanelment with company profile (**Annexure 2 & 2.1**)
2. Copy of RFP duly signed on each page.
3. Prequalification mandatory requirement (**Annexure 1**)
4. Check List of all Documents duly numbered and signed. (**Annexure 10**)
5. Financial Bid form (**Annexure 9**)

3.5.3 State Bank of India will not be liable for any delay for receiving application arising out of any reason even in case of postal delay after cutoff date and time.

3.5.4The application for Request for proposal must be submitted in a sealed envelope along with all enclosures as uploaded in www.sbi.co.in under Procurement news and super scribed "**Request for proposal for the Empanelment of Security Services Providers**" along with the Applicant (Service Provider) profile at the following address by **03 p.m. on or before 12/05/2023**. Only physical applications to be submitted in the Tender Drop Box kept at 9th floor, B-Block Premises & Estate Dept. Samridhi Bhawan,LHO, Kolkata. In case if 12/05/2023 is declared a holiday, then the applications will be collected till 1400 hrs. on the next working day. Short listing of the agencies/applicants will be done after scrutinizing/analysis of pre-qualification documents/technical bid and Evaluation matrix score as decided by the committee.

3.5.5 The EMD and Tender processing fee deposit proof along with the required documents as mentioned in the tender should be invariably be submitted in an envelope which should be kept in **Envelope No.1 i.e. Technical Bid Envelope**. The Price Bid should be submitted in a **separate Envelope No.2 i.e. Price bid Envelope**. **Both the Technical bid and Price bid envelope should be put in a large envelope Cover that shall be clearly super scribed “Request for proposal for the Empanelment of Security Services Providers”** addressing to:

**The Circle Security Officer,
State Bank of India,
Circle security Dept
Local Head Office
1, Strand Road
Kolkata – 700001
West Bengal**

3.5.6 Envelope containing Technical Bid:

Technical bid must be submitted as per the Tender instructions. The tenderer must submit the following documents as per tending process.

(Technical Bid): Technical offer must be submitted along with following documents.

1. Tender Forms with all annexures duly filled in with supporting documents
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the SBI. Memorandum of association/Article of association, Certificate of incorporation, CIN, List of directors etc.
3. Goods and Service Tax Registration certificate
4. All attested supporting documents in proof of having fully adhere to minimum eligibility criteria.
5. Application Form (Annexure 2 & 2.1)
6. Proof of Earnest Money Deposit of Rs.5,00,000/- only and tender processing fees of Rs 5000/-
7. Enclosed relevant documents required as per tender check points in **Annexure-10**.

3.2.7 Envelope Containing Price Bid: Price bid form (Annexure-9)

3.5.8 Deadline for submission of tenders:

- a). For submission of tender, tenderer must complete bid submission stage as per schedule of the tender.
- b). SBI may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of SBI and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.
- c). Offers not submitted in time will not be entertained.

3.5.9 Opening of Technical bid:

On the date and time specified in the tender notice, following procedure will be adopted for opening of Tender for which Tenderer should depute an authorized officer as his representative. Presence or absence of any of the Tenderers shall not hamper the Tender opening process. Envelope containing Technical bid of the tenderer will be opened in the presence of tender opening committee and in the presence of tenderer/their representatives, if they wish to remain present. Presence or absence of any of the tenderers shall not hamper the tender opening process.

3.5.10 Evaluation of Tenders:

- a) After opening of envelope No.1 (Technical bid), on the scheduled date, time and venue, the Bank's Committee shall examine the contents of the tenders received along with all prescribed mandatory documents.
- b) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, SBI may, at its discretion, ask any bidder for a clarification of its bid, if the authorities deem necessary. Any clarification submitted by a bidder that is not in response to a request by SBI shall not be considered. SBI's request for clarification and the response shall be in writing.
- c) The technical bid evaluation shall be done based on the following criteria: During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below after verification/ scrutiny of eligibility of the bidder:

Annexure-A

SI No	Evaluation Matrix	Yes/No/Figures	Max Marks	Score
1	Type of Organization & Registration details i.e. Registering authority, Date of registration “Applied” status will not be considered.			
	a). Public/Private limited		20	
	b). Partnership firm/Proprietorship firm		05	
2	Annual Turnover – as audited balance sheet of FY 2021-2022 with CA’s certificate mentioning annual turn over of security services only in Public Sector Banks /Government offices/ Government Undertakings.			
	a). Rs. 25 Crores and above		15	
	b). 20 Crores to below 25 Crores		05	
3	Years of experience in the required field, experience in any of the Public Sector Banks/Government offices/ Government Undertakings for providing at least 150 security guards continuously at a stretch.			
	a). Above 10 yrs		15	
	b). 7 years to 10 years		10	
4	PSARA license in West Bengal, Sikkim and Andaman & Nicobar Island (With proof of operation)			
	a). PSARA license in West Bengal, Sikkim & A&N Island (Three States)		20	
	b). PSARA License in West Bengal and in any one of Sikkim & A&N Island		10	
	c). PSARA License in West Bengal only		05	
5	ISO Certification Renewed/ valid as on date			
	a). Yes		05	
	b). No		00	
6	Performance Report from Clients (Current Year FY 2022-2023)			
	a). 03 Public Sector Banks		10	
	b). 02 Public Sector Banks & 01 Govt. Offices/Govt. Undertakings		08	
	c). 01 Public Sector Banks & 02 Govt. Offices/Govt. Undertakings		05	
7	Presence of office in all the three states/UT- west Bengal, Sikkim & A&N Islands (Electricity bill/Deed/Lease deed/Rent receipt with full address and contact Number)			
	a). Offices in West Bengal, Sikkim & A&N Island (Three States)		10	
	b). Offices in west Bengal and in any one of Sikkim & A&N Island		08	
	c). Office in west Bengal only		05	
8	Mobile App of the company to monitor guards (Sample to be shown)			
	a). Yes		05	
	b). No		00	
			100	

- d. Besides fulfilling eligibility and after completion of scoring exercise through the aforesaid evaluation matrix, all the bidders who will score 80% or above or as per the discretion of the Selection Committee will be considered for bucket of empaneled bidders/contractors. The empaneled bidders/ Contractors will then be shortlisted on descending order of their marks as per Bank's job requirement. The Financial bid will be opened only for those vendors who are shortlisted.
- e. Providing work order to the empaneled bidders/contractors is at the discretion of SBI. Empanelment of bidders/ contractors does not guarantee job provision to the empaneled bidders/contractors by SBI.
- f. The technical bid not meeting the following minimum requirements as per the tender documents shall be rejected
 - i) The responsiveness of the bid, i.e, receipts of duly filled, signed and accepted bid documents incomplete form, including authorization Letter
 - ii) Receipt/proof of valid EMD & tender processing fees with requisite amount.
 - iii) Documents in proof of meeting the minimum eligibility criteria.
 - iv) Any other documents as required to support the responsiveness of the bidder, as per tender
- g. The Selection committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- h. The technical scrutiny shall be on the basis of submitted substantive documents.
- i. Any tender, during the evaluation process, not meeting the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

4. SELECTION PROCESS: -

All the applicants/agencies will be allotted marks based on the **Evaluation matrix (Annexure - A)**, by the selection committee.

- a. **Besides fulfilling other eligibility Criteria, and after completion of scoring exercise through evaluation matrix, all the applicants/agencies who will score 80 marks or above or as per the discretion of the Selection Committee, may be considered for bucket of successful agencies. The successful agencies will then be shortlisted in descending order of their marks for empanelment by the Bank as per the Bank's requirement and Financial Bid of shortlisted vendor will be opened. L1 rate must not be less than Rs. 800.00 (Rupees Eight Hundred only) and not more than Rupees 850.00 (Rupees Eight Hundred Fifty only).** The vendor who has quoted L1 rate will be awarded more job than the other shortlisted vendors as per the bank requirement/decision of the committee. Subject to consideration by the empowered committee, Shortlisted vendors other than L1 may be allotted work if they agree to work on L1 rate. If there will be more than one shortlisted vendor quoting L1 rate than Bank will allot work depending on marks obtained in technical bid.
- b. **The Applicants/agencies which are shortlisted for empanelment will be intimated individually by post/e-mail and the opening of financial bid for the shortlisted applicants will be intimated for the same through e-mail/post.**
- c. The agency so empaneled must furnish Security deposit before signing the agreement for an amount equivalent to one-month billing amount of the number of manpower allotted to the applicants/agencies by the Bank. The empaneled agencies may keep entire amount of Security deposit equivalent to one-month billing amount of the number of manpower allotted to the empaneled agency in the form of interest bearing STDR (for the empanelment period) maintained at any branches of SBI with a lien to SBI OAD. Interest bearing STDR has to be submitted within 7 days of the receipt of intimation from the Bank about acceptance of its bid offer by the empaneled applicants/agencies. For any delay in submission of the interest bearing STDR beyond the stipulated period, the empanelment of such applicants/agencies shall be terminated and the EMD shall be forfeited.
- d. The Bank reserves the right to reject any or all the offers without assigning any reasons whatsoever.
- e. Bank will not entertain any further correspondence with the applicants/agencies who are unsuccessful in the empanelment process or whose applications are rejected for not submitting the tender/application as per the terms of the Tender Notice.
- f. If empaneled, provision of work order to the empaneled agency is at the discretion of the Bank. Empanelment of agency does not guarantee job provision.
- h. Presently, Number of working days of employee of the agency in a month will be taken as 26 days.

4.1 For further clarification, if any, please contact the following.

Circle Security Officer

E-mail cs0.lhokol@sbi.co.in

5. TERMS AND CONDITIONS

5.1 The Agency must provide a one-point contact mobile No: and E- Mail with details of single point of contact person(SPOC) who would be responsible for communication between the Bank officials & agency for all purposes.

5.2 COMPENSATION AND BILLING:

5.2.1 All Bills should be submitted on Companies own official letter head to the Bank after all type of dues are deposited for the services rendered during the preceding month as per Bill Format (**Annexure 3**). The Bank will not entertain bills for services provided for the periods prior to the preceding month. The Bank shall not be liable to pay any interest for the delayed period. The **soft copy** of the bill & details calculation as per bill format should also be sent to the official E-mail containing duly signed scanned copy of letter id as provided by the Bank. While paying the salary and other dues it is advised to pay separately for the persons engaged at SBI Premises without combining it with the personnel engaged to provide service to other organization by the Service Provider. The Muster Roll, pay sheet of each personnel engaged at SBI Premises along with a confirmation in the form of Notarized Indemnity on Rs 10/- Stamp paper (as per attached format in **Annexure 8**) in respect of EPF & ESIC deposited by the Service Provider & other declaration made, has to be submitted for reimbursement of the bill.

5.2.2 Components of salary/salary sheet are given in **Annexure 4** (to be rounded off in whole rupee as per calculation). The rates stated (are subject to change during the term of this agreement, as per Minimum Wages notified by the Govt. of India, Ministry of Labour from time to time. The rates for any new or additional service will be discussed and mutually agreed. Such rate will be fixed by exchange of official letters/e-mail containing duly signed scanned copy of letters (both will be treated equally as official communications) and will form a part of this Agreement.

5.3.3 The Service Provider should submit all authorized persons details (related to Watch & Ward service) including their official e-mail containing duly signed scanned copy of letter ID and mobile nos. as per the Bio-data format given in Annexure-5. A Quarterly Data regarding deployment of guards in entire circle to be submitted to LHO as per the format which would be advised by LHO time to time.

5.3.4 Whenever any clarification/communication is requested/asked via e-mail containing duly signed scanned copy of letter the Service Provider must send reply to that e-mail containing duly signed scanned copy of letter within 24 hours but not later than 48 hours.

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

5.3.6 The monthly pay sheet should be provided to every personnel engaged at SBI Premises on or before 15 days of succeeding month, as per format given in **Annexure '4'**. A copy of the same should also be submitted to the concerned office of SBI.

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

5.3.8 The attendance sheet attached with bills should be signed by one of the following officials: -

1. Bank Official.
2. Branch Manager/Designated officer of the respective SBI premises.

5.3.9 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 Labour Department of the Central /State / UT Government(s) 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, Minimum Wages and Contract Labour (Regulation & Abolition Act, 1970), EPF, ESIC etc. regarding the Watch & Ward persons engaged by them. It will be the responsibility of the Service Provider to provide details of manpower deployed by them to the Labour Department and SBI.

5.3.10 The age of Watch & Ward personnel should not be below the age of 18 years and above the age of 55 years and should be in good health. Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the Service Provider) the Service Provider and report should be submitted to SBI prior to deployment without fail to avoid penalty.

5.3.11 The Watch & Ward personnel should be minimum Matriculate and full knowledge of local language and minimum working knowledge on English/Hindi language.

5.3.12 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.

5.3.13 Police Verification of Character and Antecedents of all the employees of the Service Provider engaged at the Bank's Premises, will have to be obtained by the Service Provider and submitted to the Bank within 30 days of deployment. Bank shall have no stake to felicitate the verification process.

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

5.3.15 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/supervisor is given in **Annexure -7**

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

5.3.16 Boarding / Lodging of the employees will not be provided by the Bank.

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

- (i) Bill as per format provided by SBI for actual duties as authorized by bank.
- (ii) Bank Receipts as proof of wages credited in the savings bank a/c of the Watch & Ward persons.
- (iii) Salary Statements of all persons engaged at SBI Offices.
- (iv) Taxes, EPF & ESIC Receipt/token receipt of billing month.
- (v) EPF & ESIC contribution Details as per format provided by SBI.
- (vi) Original Visit Reports of Branch Certificate as per format provided by SBI.
- (vii) Original Attendance sheet duly certified by respective designated branch.
- (viii) Notarized Bond on Rs. 10 bond paper (at Service Provider's own cost) for overall certification by the Service Provider regarding payment of all wages/statutory & mandatory dues as per format provided by SBI.
- (ix) All fields of all the formats those are attached along with the bill must be filled.

5.3.18 **Service Provider should provide two pairs of uniform along with accoutrements & other accessories like rain jackets, boots, winter clothing etc. every year, against the amount being paid by the Bank for Uniform. The uniform should be provided to all the persons engaged at SBI Premises as and when due, at its own without being reminded by the Bank to avoid penalty.** A certificate has to be provided mandatorily to Bank every time new uniform & other accessories issued.

5.3.19 **Accessories like (as per requirement per site) lathi, whistle, torch with batteries, umbrella etc. will have to be provided by the Service Provider(s) for employees engaged at the Banks Premises from their own resources once in a year.**

5.3.20 The Bank will not pay any extra allowances and/or wages for Duty Checking by the Service Provider representative as mentioned at Para 4 Sub para XX of the '**DUTIES AND RESPONSIBILITY OF SECURITY GUARDS/SUPERVISORS**'.

5.3.21 **Bank shall make maintenance fee/Service charge (as decided by price bid) and only the statutory/mandatory payments of the following heads. Payment on any other head will NOT be made by the Bank. However, GST, as applicable, will be paid by the Bank:**

- (i) Minimum Wages as notified by the Ministry of Labour, Government of India from time to time.
- (ii) DA as notified by the Ministry of Labour, Government of India from time to time.
- (iii) Minimum statutory EPF contribution.
- (iv) Minimum Statutory ESIC contribution/ EC.
- (v) Minimum Statutory contribution towards Labour Well-Fare Fund.

- (vi) Double Pay for the personnel performs duty for three National Holidays in a year.
- (vii) HRA and Leave wage if applicable as per the Govt provision.

6. WORK POLICY:

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

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

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

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

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

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

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

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

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

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

7. INDEPENDENT SERVICE PROVIDER:

7.1 The Service Provider and / or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. The Service Provider acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof. The Service Provider agrees and confirms that the relationship between the Service Provider, its employees, agents, representatives is that of employer or employees. The 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. No claim whatsoever shall lie against Bank.

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

7.3 Supervisory control of the guards would be the responsibility of the company without any cause to the Bank.

8 INSPECTION AND RIGHT TO AUDIT:

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

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

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

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

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

9. CONFIDENTIALITY AND SECRECY:

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

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

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

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

9. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION:

If the Service Provider is directed by court order, or other legal or regulatory request or similar process to disclose information recorded on any document or any of the Bank Confidential Information, the Service Provider shall notify the Bank in writing, in sufficient detail, immediately upon receipt of such court order, legal or regulatory request or similar process, in order to permit the Bank to make an application for an appropriate protection order (which the Bank may pursue at its own expense). Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request or similar process.

10. INSURANCE:

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

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

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

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

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

11. LIMITATION OF LIABILITY:

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

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

12. INDEMNITY:

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

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

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

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

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

13. FINE AND PENALTY:

13.1 In case of absenteeism/delay in reporting for duty Guards/Supervisors(s), a suitable replacement is to be provided. If there is no replacement, a penalty equal to double the wages of absentees on that particular day shall be levied by the Bank and the same shall be recovered from Private Security Agency.

13.2 In case of a complaint against Guards/Supervisors, the Private Security Agency will be informed of the complaint and the Private Security Agency has to accept the decision of the Bank and shall replace the concerned Guards/Supervisors within 48 hours.

13.3 The Guards/Supervisors engaged by the Private Security Agency shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.50/- (Rs Fifty Only) will be levied on each occasion and habitual offenders in this regard shall be changed by the Agency. The penalty on this account shall be recovered from the Private Security Agency.

13.4 If any of the employees of the Agency is found in unshaven/soiled or without uniform/not wearing shoes/unkept hair etc. a penalty of Rs.50/- for each such incident shall be levied and the same shall be recovered from the Private Security Agency. Further, the concerned Guards/Supervisors are to be changed on recurrence of the same issue.

13.5 If any of the Private Security Agency's Guards/Supervisors are found to be indulging in any corrupt practices causing any loss of revenue/image of the Bank, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the Private Security Agency's Performance Guarantee/Earnest Money Deposit.

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

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

13.8 In case the Private Security Agency fails to commence/execute the work as stipulated in the agreement/Terms and Conditions of empanelment, then the Bank reserves it's right to impose a penalty. Further, unsatisfactory performance or not meeting the statutory requirements of the contract, would also invite penalty. Terms of penalty imposition would be as under:

(a) After two weeks of delay in execution of work, the Bank reserves the right to cancel the agreement and get this job carried out from other empaneled security agencies.

(b) In addition to the above the Bank may forfeit the amount of EMD kept with the Bank

(c) The concerned Private Security Agency shall also be black listed for a period of 4 years from participating in such type of empanelment.

13.9 Any liability arising out of any litigation (including those in consumer courts) due to any act of their Guards/Supervisors shall be directly borne by the Private Security Agency including all expenses/fines.

13.10 If because of post payment audit any overpayment is detected in respect of any work done by the agency under this contract, it shall be recovered by the Bank from the agency.

13.11 In case any of the terms and conditions or instructions as mentioned in the agreement is not followed/observed/maintained by the Service Provider, it will be treated as deficiency of service and a penalty of Rs 500/-(unless penalty amount is already specified) per day/per shift per watch and ward person/SBI site(as applicable/suitable) will be levied from the succeeding months bills or bank Guarantee. Other than visit reports/complaints, any digital documents (photo,video,email etc) will be acceptable as proof in case of deciding the deficiency of service for penalty/further necessary action.

14. DEFAULT AND TERMINATION:

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

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

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

14.3 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.

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

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

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

14.7 Notwithstanding the above, if the Service Provider discontinues its business at any point of time due to any reason whatsoever, the Service Provider shall give notice in writing, 60 (Sixty) days prior to the closure /discontinuing the business with the Bank and shall give all assistance to the Bank till the services hereto handled by the Service Provider is suitably transferred to other Companies and/ or taken over by the Bank. The closure/discontinuing shall not discharge the Service Provider from providing such information and maintaining the records as stated hereinbefore.

15. 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.

16. SUCCESSORS:

This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein and cannot be changed except by written agreement signed by both parties.

The term "the Service Provider" wherever used in this Agreement shall mean and include its employees, agents and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, and representatives.

17. ASSIGNMENTS:

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

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

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

18. HOURS OF DUTY:

18.1 The watch and ward services will be provided in three shifts round the clock of 8 hours as under :

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

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

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

18.2 However, after every 6 duties of 8 hours each, the watch and ward person will be provided with one day compulsory rest and a reliever will be engaged for that duty, so that at no point of time the SBI site left unattended. Every watch and ward person will have 26 duties every month and there must be interchange between reliever and watch and ward person during half yearly rotation. An undertaking to be submitted by the service provider to this effect

19. FORCE MAJEURE:

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

20. ARBITRATION:

In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this document or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise is relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to an Arbitrator and resolved as per of terms & conditions of this document.

21. GOVERNING LAW/ JURSDICTION:

This RFP/subsequent agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts of Kolkata.

22. FORBEARANCE:

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

23. SURVIVAL OF PROVISIONS:

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

24. RIGHTS AND REMEDIES:

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

25. GENERAL PROVISIONS

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

26. THIRD PARTY BENEFICIARIES:

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

27. THE AGREEMENT ON EMPANELMENT:

27.1 The Agreement which would be executed on empanelment supersedes any and all agreements, contracts or addenda relating to the Service Provider. The Agreement would be entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of the Agreement shall be binding unless communicated in writing and signed by both parties.

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

27.3 By executing the terms & conditions and Annexure, the Service Provider shall be deemed to acknowledge having understood the terms hereof and the procedure set out in and terminology used in the Annexure and to accept and agree to the terms hereof and the Service Provider shall be bound to comply with the same.

28. CORPORATE AUTHORITY / FUTURE ASSURANCE:

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

29. NOTICES:

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

STATE BANK OF INDIA Circle Security Department Local Head Office Kolkata Sammriddhi Bhavan, Ground Floor 1, Strand Road, Kolkata – 700 001	Address of the Agency
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29.2 All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Fifteen (15) days after the same shall have been delivered to the Post Office properly addressed to the parties at their above mentioned respective address either registered post with AD or speed post with AD, as otherwise intimated by the parties through official Letter/E-mail containing duly signed scanned copy of letter or if delivered to the parties against acknowledgement, such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery or communications.

29.3 If any Tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the Tenderer has to deposit Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of "AGM(OAD)SBI, LHO, KOLKATA" payable at Kolkata in terms of deposit. The amount so deposited shall be refunded, if after scrutiny, the complaint is found to be true by the Authority. However, if the complaint is found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit.

CHARTER OF DUTIES & RESPONSIBILITIES

This document would be an Annexure to the agreement, which serves to clarify the responsibilities with regard to the Watch & Ward Services that the Service Provider will provide to the State Bank of India (SBI), Local Head Office, Kolkata for SBI's premises in West Bengal, Sikkim & Andaman & Nicobar Islands. The Service Provider will provide and SBI will avail the Watch & Ward Services for various SBI locations in West Bengal, Sikkim & Andaman & Nicobar Islands as may be advised by SBI in writing/official e-mail containing duly signed scanned copy of letter from time to time.

1. DEFINITIONS

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

"SBI Offices/Sites" means the SBI Premises identified and advised by SBI to the Service Provider from time to time for providing Watch & Ward Services.

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

"Watch & Ward person" means the employee of the Service Provider providing Watch & Ward Services at the SBI Premises.

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

"Watch & Ward Services" means the services to be provided by Watch & Ward Service Provider at the SBI Premises and more specifically covered in clause 2 of this Annexure.

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

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

2. SCOPE

2.1 The Service Provider will provide Watch & Ward Services to SBI where the Watch & Ward person shall be based at the Premises advised by SBI, LHO, Kolkata. The Service Provider shall be responsible for managing the Watch & Ward Service and ensuring the presence and performance of duties of the Watch & Ward person at the SBI Premises. The Service Provider may transfer/rotate/remove/replace all or any of the Watch & Ward persons from the SBI Site locations at any point of time with prior intimation & permission of LHO after ensuring that replacement is provided. The Bank also may, advice the Service Provider to transfer/rotate/remove/replace all or any of the Watch & Ward persons from the SBI Site locations at any point of time. The Service Provider is responsible for compulsory rotation of Watch & Ward persons on or before 06 months of service to another site. In this case it should be noted the person works as reliever, will work as Watch & Ward person to one single site after his 06 months reliever tenure. Then again he will become reliever after all the Watch & Ward persons in those two sites has completed their reliever tenure. The Service Provider must submit the detailed Bio-data & consolidated details of all the Watch & Ward person (inclusive of Passport size Photo and KYC documents duly signed by the Watch & Ward person and verified by the authorized official of the Service Provider) as per format given by Bank in **Annexure 5 & 7** to LHO as well as concerned branch officials at least one week before deployment/rotation of the caretaking service personnel to avoid penalty. The Service Provider should not expect or wait for any intimation/reminder from Bank for rotation/submission of documents, to avoid penalty. It should be noted that the Watch & Ward person and reliever should always be treated equally. The Service Provider should also ensure the Watch & Ward persons maintain a savings bank a/c in his name or jointly with the spouse at any nationalized bank (preferably SBI) for crediting their wages & allowances if any prior to deployment.

3. Employees of Service Provider:

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

In this regard the Service Provider will submit a Declaration on Rs 10/- Stamp paper duly notarized Indemnity Bond signed by each Watch & Ward person/reliever with Passport size photo minimum seven days before deployment in the Premises as per format provide by in **Annexure- 7**.

4. DUTIES AND RESPONSIBILITY OF SECURITY GUARDS/SUPERVISORS:

- I. The Security Supervisor will be responsible for overall security arrangement of the site of the Bank covered in the contract.
 - II. Security Supervisor will ensure that all the instructions of the Bank are strictly followed and there is no lapse of any kind.
 - III. Wear the prescribed uniform smartly and carry necessary equipment viz. Baton, whistle, torchlight, battery and shall always wear the identity card while on duty.
 - IV. The Security Guard on duty shall not leave the premises until his reliever reports for duty
 - V. Be fully conversant with the instructions about his duties and responsibilities, layout of the building, telephone numbers of Security Officer, Fire Brigade and the Police to enable him to inform these officials in case of an eventuality. Be vigilant and alert on duty and will not be under the influence of drugs/liquor etc. He shall not leave his post until relieved.
 - VI. Be polite and courteous yet firm in his dealings with the public. He shall exercise restraint and avoid being provoked. The Security Supervisor/Guards shall give due respect to all and display maturity and decency in behavior.
 - VII. Ensure proper access control as per instructions on the subject to prevent unauthorized entry. No outsiders be allowed to enter in the bank's building/residential premises/property, without written permission/ pass
 - VIII. Not to allow any visitor effecting ingress in the LHO/Bank premises/residential complexes with unauthorized weapon/firearms, explosives, etc.
 - IX. Keep a close watch inside and outside the premises and in case of any anticipated/existing risk, suspicion, he shall immediately take appropriate action as warranted and also report the matter to his superiors/Security Department of the Bank.
 - X. Ensure that before/after office hours, all gates are closed. After office hours, he will allow entry only to the authorized persons after proper identification.
 - XI. No items are allowed to be taken out from the Bank's premises/residential quarters/property without proper Gate Pass issued by the competent authority as laid down in the contract or authorized by the Bank for in-out movement of such items. The specimen signatures and telephone numbers of the above mentioned competent authority will be available with the Security Guards/Supervisors.
 - XII. Deployment of Security Guards/Security Supervisors will be as per the instructions of the authorities of the Bank and the same will be reviewed by the concerned authorities from time to time.
 - XIII. Be thoroughly conversant with the security standing orders, fire fighting orders and other orders issued from time to time on matters covering security need of the Bank
 - XIV. Be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the security supervisor in case of any eventuality.
 - XV. The Security Supervisors/Guards will carry out patrolling of all the important and sensitive points of the premises as specified by the Bank. Guards/Supervisors shall perform the following duties during patrolling:
 - 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/Supervisors should be trained to extinguish fire with the help of fire extinguishers and other firefighting materials/equipment available on the spot/nearby places. They will also help the fire fighting staff in extinguishing the fire and any other natural calamities.
 - XIX. In emergent situations, Security Guards/Supervisors shall participate as per their role defined in the disaster recovery plan, if any, of the Bank. Guards/Supervisors should be sensitized for their role in such situations.
 - XX. Daily check of watch and ward at offices will be carried out by the 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.
- 5.** 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.

6. The Annexures appended to this RFP/Subsequent agreement shall be part and parcel of this Agreement.

PRE-QUALIFICATION MANDATORY REQUIREMENTS Annexure- 1

PRE-QUALIFICATION MANDATORY REQUIREMENTS (Attach proof documents)		
S No	Description	YES / NO
1.	Constitution of company: Public/ Private Ltd company/Partnership firm/Proprietorship. (Relevant Certificates)	
2.	PASARA License West Bengal Sikkim A&N Island	
3.	Valid labour license for security services of the relevant states/central Govt for providing security services	
4.	Copy of Common Annual return submitted to Shram Suvidha Portal of Ministry of labour & employment of last financial year for clients as mentioned by the agency	
5.	Valid License under Shops & Establishment Act West Bengal Sikkim A&N Island	
6.	Valid Registration Certificates with Registration numbers GST SAC Code EPF ESIC PAN TAN CIN LIN	
7.	Audited balance sheet of FY 2019-20,2020-21,2021-2022 duly certified by Chartered Accountant.	
8.	Annual turn over of minimum 20 Crores from the security service in Public Sector Banks Banks/Govt Office/Govt. Undertakings of FY 2019-20,2020-21,2021-2022 duly certified by Chartered Accountant.(CA certificate mentioning security services is mandatory)	
9.	Minimum 07 years continuous experience as specified (Experience in any of the Public Sector Banks Banks/Govt Office/Govt. Undertakings for providing at least 150 security guards at a stretch for the last 7 years)	
10	Proof of continuous contract with minimum deployment of 150 guards in a Public Sector Banks / Govt Offices/Govt. Undertakings.	
11	Valid ISO Certification	
12	Performance report from clients Public Sector Banks Banks/Govt Office/Govt. Undertakings (minimum 03 Client with mandatory one Public Sector Banks Banks)	
13	Proof of presence of office at: (Electricity bill/Deed/Lease deed/Rent receipt with full address & contact Nos. West Bengal Sikkim A &N Island	
14	Proof of operational training center with address, contact No. and email Ids	
15	Company Mobile app to monitor guard	

'NO' in any of the above parameters may render the firm 'Not Qualified' if decided by the committee.

Note: In addition to documentary proof, the Bank may verify on its own & call the firm to explain comments against one or more descriptions, if felt necessary.

Annexure -2

Dear Sir,

APPLICATION FOR EMPANELMENT OF PRIVATE SECURITY AGENCY (COMPANY PROFILE)

We furnish herewith the required details in respect of our company for the captioned work as follows:-

<u>S No.</u>	<u>Description</u>	<u>Response/ Details</u>	<u>Enclosure Concerned documents/Certifica tes</u>
1.	Company Profile		
1.1	Name Of the applicant		
1.2	Registered Office		
	Contact details	(a) Land Line:	
		(b) Mobile:	
		(c) Email ID	
		(d) Web site	
1.3	Date of Establishment		
1.4	Type of Organization & Registration details i.e., Registering authority, Date of registration "Applied" status will not be considered	(a) Private/Public limited company	
		(b) Partnership/Proprietorship firm	
1.5	Branch Office/ Service Center Details with contact details and proof of address	(a) West Bengal	
		(b) Sikkim	
		(c) A&N Islands	
1.6	No. of years of experience		
	Currently in the list of empaneled agency of	(a) PSU Bank	
		(b) Govt. Office/Govt. Undertaking	
1.7	Certifications of ISO		
1.8	Income Tax & GST Details	(a) PAN	
		(b) TAN	

			(c) GST Registration No		
	1.9	Turn Over Details	FY 2019-2020		
			FY 2020-2021		
			FY 2021-2022		
	1.10	Profit	FY 2019-2020		
			FY 2020-2021		
			FY 2021-2022		
1.12	Registration certificates/License wherein the nature of business of the Bidder is mandatory				
	PSARA Shop & Establishment Labour license Local bodies registration				
2.	Details of Bank Accounts with MICR, IFSC, Bank, Branch Code, Branch Name etc.				
3.	Details of Current Client				
	3.1	Client of PSU Banks/Govt Offices/Govt. Undertakings (mention No of Guards)	West Bengal		
			Sikkim		
			A&N Island		
	3.2	Furnish names of Three responsible person along with designation and contact No, email who are in a position to certify about past performance among above clients.	West Bengal		
			Sikkim		
			Andaman Nicobar		
4.	Are there any relatives of promoters/owners/directors/partners of the firm working in State Bank of India? If Yes, name & his/her employment details of such SBI employee				
5.	Indicate whether blacklisted and / or blacklisting proceedings pending with any earlier clients. Details with reasons thereof. If abandoned the services by dishonoring the agreement, please specify) If at any stage it is revealed that the participant has concealed any fact the application will be straight way rejected/empaneled cancelled				
6.	Indicate Details of Pending or Past Litigation, if any, within the last 3 years as on 31/03/2023with details and Explain Reasons. Also mention any claims/complaints received in the last three years.				

8.	Indicate Details of any Bankruptcy / Winding-up Proceedings Initiated Against the Bidder or its tie-up Partner/ subsidiary at any point in time.		
10.	Details of One point Contact (Responsible) with 24x7 Mobile No., email ID		
11.	Details of EMD deposited	Name of Bank deposited: Date of deposit: Journal/ reference No:	Code: IFSC No.:
12.	Details of processing fee(Non-refundable)	Name of Bank deposited: Date of deposit: Journal/ reference No:	Code: IFSC No.:
13.	Additional Details if any		

DECLARATION

We have read the instructions appended and all terms and conditions. I / We understand that in the event of any information furnished by us being found incorrect / false at a later date, the Bank's decision shall be final to declare any future contract made between ourselves and State Bank of India on the basis of the information given by us as invalid and we shall be solely responsible for the consequences thereof.

We agree that the decision of State Bank of India in selection of agencies/contractors will be final and binding to us.

All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.

We agree that /we have no objection if enquiries are made about the work listed by us in the accompanying sheets.

I/We have no objection in Authorised Officials of SBI visiting our premises for doing inspections, as deemed necessary by the Bank.

We agree that We have not applied in the name of **any** sister concern or shell company for the subject empanelment process.

Place:
Date:

SIGNATURE:
NAME:
DESIGNATION:

SEAL OF ORGANISATION

(On the Applicant (Service Provider) letter head)

Date:

Letter No.

The Circle Security Officer,
State Bank of India,
Circle security Dept
Local Head Office
1, Strand Road
Kolkata – 700001
West Bengal

Dear Sir,

APPLICATION FOR EMPANELMENT OF VENDORS FOR SECURITY SERVICES

With reference to your advertisement **dated** for the captioned services, we enclose herewith for your kind consideration tender documents along with all enclosures in the format provided in the www.sbi.co.in under Procurement news with supporting documents and an additional set of its Xerox copies duly signed and sealed by the authorized signatory of the firm. A copy of the authorization letter is enclosed. 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 clearly understand & 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.

Thanking you,

Yours faithfully,

(Name of Authorized Signatory)

(Seal of the Firm)

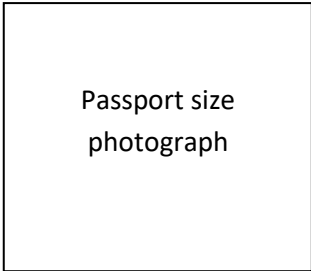
(FORMAT FOR THE SALARY SHEET)
NAME OF THE SECURITY AGENCY (on Agency Letter Head)

Name of Agency			Name of Workman		EPF No
Work Location		SBI,	Fathers Name		ESIC No
Designation (A/G, UA/Gasp)			Month Ending		Bank A/C No.
1	No of days worked	Rs	Deductions	A. EPF (Employer Share)	Rs.
2	BASIC MIN WAGES + VDA	Rs		B. EPF (Employee Share)	Rs
3	HRA (if applicable)	Rs		C. ESI (Employer Share)	Rs
4	GROSS	Rs		D. ESI (Employee Share)	Rs
5	EPF (% of)	Rs		E. Employ compensation/ Insurance	Rs
7	ESI (% of)	Rs		F.	Rs
8	UNIFORM	Rs		G.	Rs
8	LEAVE WAGES (if applicable)	Rs.		H.	Rs
9	LABOUR WELFARE FUND	Rs		I. Deductions any other	Rs
10	Service/maintenance charge	Rs.			
TOTAL		Rs		Net Amount of Wages Paid	Rs.

Signature of the Employee

Signature of the PSA rep & Seal

BIODATA FOR PRIVATE SECURITY AGENCY GUARDS/SUPERVISORS



1. NAME (CAPITALS): _____
2. FATHER'S NAME _____
3. HOME ADDRESS _____
4. EDUCATIONAL QUALIFICATION _____
5. HEIGHT _____ WEIGHT _____
6. NAME OF THE PRIVATE SECURITY AGENCY: _____
7. IDENTITY CARD NO. ISSUED BY AGENCY: _____
8. DATE OF BIRTH (MM/DD/YYYY): _____ AGE _____
9. CONTACT NO _____
10. AADHAR CARD NUMBER (Att Copy): _____
11. EPF A/C NUMBER: _____
12. ESIC A/C NUMBER: _____
13. BANK A/C NUMBER: _____ IFSC AND NAME: _____
14. GUARD/SUPERVISOR: _____
15. EDUCATIONAL QUALIFICATION: _____
16. LANGUAGES KNOWN: READ WRITE SPEAK
- a. _____
- b. _____
- c. _____
17. PREVIOUS WORK EXPERIENCE: _____
18. MEDICALLY FIT CERTIFICATE ISSUED BY DR.(NAME) _____ (Report attached)
19. Police verification Report available(not later than 3 months old): Yes/No

Signature (Applicant)

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

Date:

Signature & Seal (Auth Rep of PS Agency)

VISIT REPORT OFSBI SITE ON :.....

SL. NO.	Particulars	Remarks (all fields to be filled)
1	SBI SITE NAME	
	Total Number of posts:	
2	Name & Code of the Watch & Ward Staff on duty as in agency Identity Card	1. 2. 3.
3	Attendance & Daily Report Register: Maintained?	
4	Whether in possession of important telephone Nos. viz Police, Fire, Branch, Agency?	
5	Whether wearing proper neat & tidy uniform with belt, boot & cap?	
6	General turnouts: does he have a customer friendly attitude?	
7	Status of the cleanliness of the site:	
8	Possession of which all materials (Torch, Lathi, umbrella etc.)	
9	Functioning of Signage, Lights and general ambience of SBI site	
10	Patrolling is done by guard ?	
11	The Watch & Ward staff is briefed of his duties?	
12	If the above are negative, did the matter is reported to the higher authority.	
13	Observation/ suggestions & feedback if any:	
14	CCTV WITH ALL CAMERAS FUNCTIONAL OR NOT	
15	IF NOT, COMPLAINT FILED BY GUARD? If yes mention complaint No. in the CCTV register	

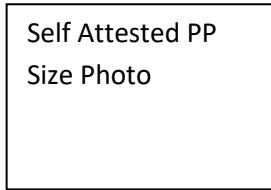
Comments of the Agency:

Comments of the Bank Official:

1. The Watch & Ward personnel
 Shri.....

 & Reliever Shri.....is doing duty as per agreement from.....and their performance is satisfactory/unsatisfactory.

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



DECLARATION

Annexure- 7

I, Shri....., son of Shri.....
aged about years, residing at.....
.....an employee of
Employee Code No....., solemnly declares:

- 1. I am an employee of..... Ltd.
- 2. My work status under Ltd. As watch & Ward staff/ reliever at SBI site is completely temporary in nature.
- 3. My wages/ salary and other all types of statutory/ mandatory dues as per Central Govt. Acts / Rules will be paid by my employer.....Ltd. I will not hold State Bank of India (SBI) or its subsidiaries, responsible for any type of claim whatsoever.
- 4. I am ready to work as Watch & Ward staff or as reliever in any shift at any SBI site of SBI irrespective of the Area category of the site as A, C or C as per the instruction/s by my employer.
- 5. I confirm that I will wear neat and tidy Service Provider uniform with polished black boot and cap during duty.
- 6. I confirm that I will report for duty at least 10 minutes before my shift starts and will do full eight-hour duty per day.
- 7. I will not enter inside the ATM rooms unless any customer asks for help. Moreover, I will not involve myself into any type of argument with anyone.
- 8. I will remain alert & 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.

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

SIGNATURE OF THE Watch & Ward

The above statements has been declared and signed by Shri.....of our Service Provider and we counter sign it as correct.

Date: AUTHORISED SIGNATORY OF THE AGENCY & STAMP

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

I/ WE, Mr., aged about Years, being the Director/s, Partner/s, Proprietor, **Authorized Representative** of M/s.Limited (herein after referred at Ltd. registered under Companies Act 1956 and having registered office at), declare for and on behalf the said Service Provider that:

We are service providers to M/s. STATE BANK OF INDIA having its Local Head Office at 01, Stand Road, Kolkata-700001 and branch office across the country. We say that our employees will render services at the offices and / or different SBI premises of the M/s. STATE BANK OF INDIA at the locations West Bengal, Sikkim & Andaman & Nicobar Islands.

That, the said personnel will be our outsourced employees and their salary/ wages and all other statutory & mandatory dues will be paid by our Service Provider for every month. We undertake to comply with the rate of wages / salary as per the **Current Minimum Wages** and all other applicable Labour laws and regulations **especially Employees' State Insurance Act, 1948 with latest amendment if any, and Employees' Provident Fund Act, 1952 with latest amendments if any**, as per the agreed between State Bank Of India and M/s SIS(India) Ltd. We shall be solely liable or responsible for any acts, omission or commission of our personnel deputed at offices and / or different SBI Premises **for non-compliance of any salary/ wages rate or any other applicable labour law** as per the agreed contract between State Bank of India and us. We also confirm that any sort of payments as per Central Government Rules / Acts for extra duties or overtime or double duties for every month (other than National Holidays) will be borne by us and SBI has no liability of payment of any type for the same.

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

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

We agree to whatever mentioned above is true and correct.

Solemnly affirmed by:

Date:

AUTHORISED SIGNATORY OF THE AGENCY & STAMP

Name of agency/Company:

Financial Bid Form

Details	Amount in Rs. (Exclusive of GST as applicable)
Service Charges/Management fees	

Solemnly affirmed by:

Date:

AUTHORISED SIGNATORY OF THE AGENCY & STAMP

CHECK LIST OF DOCUMENTS Annexure-10

SNO	DOCUMENT REQUIRED	YES/NO	DOCU. ATTACHED
1.	APPLICATION FORMS,PRE-QUALIFICATION REQUIREMENT FORM AND COMPANY PROFILE		
2.	PROCESSING FEE DEPOSIT PROOF		
3.	EMD MONEY DEPOSIT PROOF		
4.	PRICE BID FORM(ANNEXURE-9)		
5.	RELEVANT CERTIFICATE OF INSTITUTION OF COMPANY/AGENCY ie. Public ltd, Private Ltd.,Partnership,Proprietrship		
6.	PSARA LICENCE		
7.	LICENCE UNDER SHOP & ESTABLISHMENT ACT		
8.	LABOUR LICENSE		
9.	LIN NO.		
10.	TRADE LICENSE FROM LOCAL BODIES		
11.	GST NO		
12.	SAC CODE		
13.	ESIC LICENCE		
14.	EPF LICENCE		
15.	EXPERIENCE CERTIFICATE		
16.	PAN NO/TAN NO		
17.	ANNUAL TURNOVER FOR FY 2019-20,2020-21,2021-2022 FOR THE SECURITY SERVICE IN PUBLIC SECTOR BANKS BANKS/GOVT OFFICE/GOVT. UNDERTAKINGS OF DULY CERTIFIED BY CHARTERED ACCOUNTANT(ENCLOSED).		
18.	COMMON ANNUAL RETURN OF "SHRAM SUVIDHA PORTAL"		
19.	LAST 3 YEARS AUDITED BALANCE SHEET i.e. FY 2019-2020,2020-2021,2021-2022 CERTIFIED BY CA.		
20.	BANK A/C DETAILS		
21.	ISO CERTIFICATION		
22.	TRAINING INFRA STRUCTURE		
23.	OFFICE DETAILS (PHONE NO,EMAIL)		
24.	LIST OF MANAGERIAL STAFF		
25.	ONE POINT CONTACT		

26.	PERFORMANCE REPORT FROM CLIENTS		
27.	ONE PAGER ON DETAILS OF MOBILE APP		
28.	OTHERS RELEVANT DOCUMENTS, IF ANY		