NIT NO	A.O. Mohali/PSA/2024/01
DATE	21.02.2024

e-TENDER



STATE BANK OF INDIA

PART-A

TWO BID TENDER SYSTEM THROUGH REVERSE AUCTION PROCESS

Note: Bidder should possess valid digital signature for this e-tender

TECHNICAL BID FOR PRE QUALIFICATION

E-REVERSE AUCTION CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES FROM EMPANELLED PRIVATE SECURITY AGENCIES(PSA) FOR PROVIDING SERVICES OF SECURITY SUPERVISORS, ARMED/UNARMED PRIVATE SECURITY GUARDS, MALE/FEMALE FRISKERS, ARMOURERS, CONTROL ROOM OPERATORS, FIREMEN, FACILITATOR SUPERVISOR, RECEPTION FACILITATORS AT BRANCHES/ OFFICES/CELLS/ SBI RESIDENTIAL COMPLEXES UNDER ADMINISTRATIVE OFFICE MOHALI

AT

BRANCHES / OFFICES / CELLS OF STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, MOHALI, PUNJAB.

The Deputy General Manager (B&O) State Bank of India Administrative Office Mohali Corporate Plot No. 89, Sector -68, Mohali (Punjab)-160062



ਭਾਰਤੀਸਟੇਟਬੈਂਕ /भारतीय स्टेट बैंक/State Bank of India पूमामितवस्ट्रडन,प्रशासनिक कार्यालय,Administrative Office, भेग्छीमोहाली Mohali, थरुंग्टर्ਨ. प्लॉट न°Plot No. 89 मैवटनसैक्टरSector –68 , भेगुंग्छी) थेनाघ (मोहाली) पंजाब) Mohali (Punjab) 160062

Tender Number SBI/AO-MOHALI/PSA/2024/01

DATED :- 21.02.2024

NOTICE INVITING TENDERS (NIT)

State Bank of India (SBI) invites <u>e-Reverse Auction</u> from all the empanelled vendors of Local Head Office Chandigarh under respective categories. Details of tenders are as under:

unde	r respective categories. Details of tenders are as un	nder:
1.	Name of Work	E-Reverse Auction Containing Technical, Financial Bids And Terms & Conditions For Providing Various Security Related Services From Empanelled Private Security Agencies(PSAs) For Providing Services Of Security Supervisors, Armed/Unarmed Private Security Guards, Male/Female Friskers, Armourers, Control Room Operators, Firemen, Facilitator Supervisor, Reception Facilitators At Branches/Offices/Cells/ SBI Residential Complexes Under Administrative Office, Mohali
2.	Time allowed for completion	As per tender documents
3.	Earnest Money Deposit	Rs. 25,000/- (Rupees Twenty-Five Thousand Only) crossed Bank draft / Banker's Cheque draw in favour of State Bank of India payable at Mohali
4.	Security Deposit	5% of the accepted value of contract excluding earnest money
5.	Cost of tender documents	NIL
6.	Date of download of tender documents from Bank's web site http://www.sbi.co.in under "SBI in the news" in "procurement news" and and https://www.tenderwizard.com/SBITENDER	21.02.2024 (Wednesday)
7.	Pre-Bid Meeting at Conference Room at Second Floor) Deputy General Manager (B&O) State Bank of India Administrative Office Mohali Corporate Plot No. 89, Sector –68, Mohali (Punjab)-160062	28.02.2024 (Wednesday) at 11.00 AM
8.	Last date and time for receipt of written queries for clarification from bidders	05.03.2024 (Tuesday) till 05.30 PM
9.	Date of posting of clarifications on the Bidder's queries	07.03.2024 (Thursday) (Clarifications shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
10.	Last date and time for submission of online e-tender.	12.03.2024 (Tuesday) till 15.30 PM at https://www.tenderwizard.com/SBITENDER
11.	Address at which the EMD & tenders are to be submitted	Deputy General Manager (B&O) State Bank of India Administrative Office Mohali Corporate Plot No. 89, Sector –68, Mohali (Punjab)-160062
12.	Date and time of opening of e- tender (Technical Bid & Financial Bid)	13.03.2024 (Wednesday)- Technical Bid (11.00 AM) 14.03.2024 (Thursday)- Financial Bid (11.00 PM)

		Place of appring a tendera. Online of
		Place of opening e-tenders –Online at
		https://www.tenderwizard.com/SBIETENDER through service provider.
13.	Address for communication:	Deputy General Manager (B&O)
10.	Address for communication.	State Bank of India
		Administrative Office Mohali
		Corporate Plot No. 89, Sector –68,
		Mohali (Punjab)-160062
		cmhr.zomohali@sbi.co.in, 0172-2247153
		0172-2247432
14.	Contact person	Deputy General Manager (B&O)
		State Bank of India
		Administrative Office Mohali Corporate Plot No. 89, Sector – 68 ,
		Mohali (Punjab)- 160062
		cmhr.zomohali@sbi.co.in, 0172-2247153
		0172-2247432
15.	Bidder Contact Details	Bidder to Provide following information:
		1.Name of the Company
		2.Contact Person
		3.Mailing address with Pin Code
		4.Telephone number and Fax number
		5.Mobile Number& E-MAIL
16.	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such
		bidders who qualify in the Technical Bid. Representative of
		Bidder may be present during opening of Price Bid.
		However Bids would be opened even in the absence of any
		or all of the Bidder's representatives.
17.	Agency for arranging online bidding at	M/s. Antares Systems Limited, Registered Office: #24,
	https://www.tenderwizard.com/SBIETENDER)	Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079,
		Karnataka.
		Help Desk: 7503347659 / 9044314492/ 9073677150/ 151 / 152
		/ 9674758506 / 9674758723/26
		7 7 57 17 5 6 5 6 6 7 9 6 7 17 5 6 7 2 5 7 2 5
		Contact Persons: (On working days 9 AM to 6 PM)
		· · · · · · · · · · · · · · · · · · ·
		1. Mr. Abhay kumar Singh Mobile No.: +91 9708966660 e-
		Mail: abhaykumar@antaressystems.com
		Mr. Pravesh Mobile No.: +91 9044314492 e-Mail:
		praveshmani.t@antaressystems.com
18.	Period of contract	The work shall be awarded for initial period of one year from the
		date of commencement of the work subject to its renewal for a
		maximum of four similar terms on expiry of the contract period
		within sole discretion of the Bank, subject to satisfactory
4.0	V/ P. Pr. / //	performance of the vendor. Total period of 5 years.
19.	Validity of offer	180 DAYS from last date of tender submission
20.	Liquidated Damages	As per tender documents
21	Value of Interim Certificate	NIL
A		, we hereby advise that application along with all attachments as
		Authorised Signatory of the firm as acknowledgment of accepting
	The Iaid down terms and conditions for Providing	ing Various Security Related Services From Empanelled Private

Security Agencies(PSAs) For Providing Services Of Security Supervisors, Armed/Unarmed Private Security Guards, Male/Female Friskers, Armourers, Control Room Operators, Firemen, Facilitator Supervisor, Reception Facilitators At Branches/ Offices/Cells/ SBI Residential Complexes Under Administrative Office, Mohali. Please acknowledge to understand and abide by the standard tender process as below: -

- B. The tender should be quoted & submitted as per application format and terms & conditions, copy of which is enclosed herewith as Annexure-'A' to <a href="Annexure-"Annexure-"Annexure-"Annexure-"Annexure-"Annexure-"B". The L-1 rates will be decided on the basis of tender on the basis of overall total of rates of the items and Annual Maintenance Contract (AMC) draft format of which is attached as Annexure "P".
- C. The Technical Bid of the e-Tender is required to be submitted **online**. "Technical Bid for PSA" should be accompanied by the following:-

i	Vendor Application Form	Annexure- 'A'
ii	Earnest Money Deposited Details	Annexure- 'B
iii	Terms and conditions as per standard draft Service level Agreement (SLA) format, duly signed, with Vendor's stamp / seal (on all pages) by the authorized signatory of the vendor	Annexure- 'C, D & E'
iv	Terms and Conditions, undertaking by vendors duly signed and stamped	Annexure-'F'

V	Price Bid	Annexure – 'P'

D. The technical Bids are also required to be submitted in **Sealed Envelope(s)** as explained below.

Super scribed as "<u>TECHINCAL BID FOR PSA.</u>" The under mentioned documents duly self-signed (on all pages) by authorised signatory of the firm/company should be submitted as part of the "Technical Bid" in two envelopes as given below: -

Envelope No: 1

i	Vendor Application Form	Annexure- 'A'
ii	Earnest Money Deposited Details	Annexure- 'B
iii	Terms and conditions as per standard draft Service level	Annexure- 'C, D & E'
	Agreement (SLA) format, duly signed, with Vendor's stamp / seal	
	(on all pages) by the authorized signatory of the vendor	
iv	Terms and Conditions, undertaking by vendors duly signed and	Annexure-'F'
	stamped	
٧	Minimum Standard Configurations	Annexure -"G"

The sealed 'Technical Bids' in a separate envelope (**Envelope-2**) subscribed as "**TECHNICAL BID FOR PSA AO MOHALI.**" should reach the Bank by **1400 hours on 12 March 2024 as above.**

Price bids need not be placed in a above mentioned envelope, as price bid is to be submitted on online portal, if found, bid is liable to be rejected.

A Pre-Bid Meeting with representatives of the Participating bidders shall be held at the above office **on 28 February 2024 at 1100 hrs.** The **Technical Bid** of the Tender shall be opened on **13 Mar 2024 at 1100 hrs.** by the committee constituted for the purpose, at Administrative Office, Mohali, Punjab. The Vendor may come personally or depute an authorised representative to be present during Pre-Bid Meeting, opening of Technical & Price Bid. The Tender shall be valid for a period of 180 days from the last date of submission.

After opening of Envelope containing- Technical Bid, in case vendor is not found technically suitable or not

complying with the terms & conditions of the tender, price bid of the said tenderer shall not be opened/considered(Online).

Any deviation in the above procedures for submission of tender may attract disqualification of the vendor from the tendering process. Conditional tenders will not be considered and will be rejected outrightly. The vendor is advised to study the Tender Documents thoroughly. Submission of Tender shall be deemed to have been submitted after careful study & examination of Tender Document with full understanding of its implications. Tender without valid signature & stamp will be rejected.

Note:-All bidders have to attend Reverse Auction which will be conducted on the next day of Tender price bid opening at https://www.tenderwizard.com/SBIETENDER

Any clarification issued by SBI will be in the form of an addendum /corrigendum and will be available in SBI's website —https://sbi.co.in under "SBI in the news" in "procurement news" / https://etender.sbi and at https://etender.sbi and at https://etender.sbi and at list discretion may extend the deadline for submission of bids which shall be informed to all through SBI's websitehttps://sbi.co.in (SBI in the news/procurement news) and at https://etender.sbi.

In case the day of opening is declared a holiday, the tender will be opened on the next working day at the same time. The Bank does not bind itself to accept the lowest tender and reserves its right to split or reject any or all offers without assigning any reason, whatsoever. Non-participation of empanelled vendors in the tender process may attract disqualification / de-empanelment from Bank's panel. The copy of the rates quoted by the vendors in the tender shall not be given to the other vendors.

SBI has the right to accept/reject any/all tenders without assigning any reasons.

In case of any doubt, the vendors may seek clarification from the General Banking / Security Section, State Bank of India, Administrative Office (MOHALI), Plot No. 89, Sector –68 ,Mohali (Punjab) 160062 Telephone No. 0172-2247132, 2247432, 2247423, email id: - cmgb.zomohali@sbi.co.in

For and behalf of State Bank of India Deputy General Manager (B&O) Administrative Office Mohali Encl: - As above

Note:-

- 1. Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bids submitted by the shortlisted bidders will only be opened. However these Indicative Price Bids would remain undisclosed to the Bidders.
- 2. The start Price for the E-Reverse Auction will be either the Estimated Amount or the Lowest Indicative Online Price Bid submitted by the Bidder, whichever is lower.
- 3. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the E-Reverse Auction. If the final L1 bid is unreasonably low i.e. L1 bid is less by 10% or more of the Estimated Cost, the contractor shall submit additional Security Deposit in the form of PBG/DD for an amount equal to difference in the 92.5% of the estimated cost vis-a-vis final tender amount quoted by the L1 contractor. PBG/DD to be submitted within 7 days from issue of letter from Bank.
- 4. If the L1 bidder refuses to give the PBG, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.
- **5.** Firm can visit the website (https://www.tenderwizard.com/SBIETENDER) for submission of online tenders/e-reverse Auction. For any website related queries **M/s. Antares Systems Limited may be contacted.**

SAMPLE BUSINESS RULE DOCUMENT

REVERSE AUCTION FOR PROVIDING VARIOUS SECURITY RELATED SERVICES FROM EMPANELLED PRIVATE SECURITY AGENCIES(PSAS) FOR PROVIDING SERVICES OF SECURITY SUPERVISORS, ARMED/UNARMED PRIVATE SECURITY GUARDS, MALE/FEMALE FRISKERS, ARMOURERS, CONTROL ROOM OPERATORS, FIREMEN, FACILITATOR SUPERVISOR, RECEPTION FACILITATORS AT BRANCHES/ OFFICES/CELLS/ SBI RESIDENTIAL COMPLEXES UNDER ADMINISTRATIVE OFFICE, MOHALI.

(A) Business rule for E-tendering:

- 1. All the contractors as per the criteria of tender in providing YYYY shall be eligible to participate.
- 2. SBI will engage the services of an E-tendering service provider who will provide necessary assistance before commencement of online bidding on Internet.
- 3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
- 4. Business rules like event date, closing and opening time etc will be communicated through service provider for compliance.
- 5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
- 6. E-tendering will be conducted on schedule date & time.
- 7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

SBI shall finalize the online price bid tender through e-tendering mode for which M/s. Antares Systems Limited. Has been engaged by SBI an authorized service provider. Please go through the guilelines given below and submit your acceptance to the same.

- 1. E-tendering shall be conducted by SBI through M/s. Antares Systems Limited, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
- 2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back- up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
- Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the
 E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for
 such eventualities.
- 4. M/s. Antares Systems Limited, Bangaluru shall arrange to provide necessary assistance to your nominated person(s). They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
- 5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
- 6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI.
- 7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

8. Procedure of E-tendering:

Online E-tendering:

- I. The Price Bids will be available on the Bank's website during the period specified in the NIT.
- II. Online e-tendering for Price Bid submission through SBI approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned herein above.
- III. The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
- IV. The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- V. It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- VI. In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be Liable for rejection.
- VII. All bidders have to attend **Reverse Auction** which will be conducted on the next day of Tender price bid opening at https://www.tenderwizard.com/SBIETENDER.
- LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. Antares Systems Limited, Bengaluru. The Bidders are requested to change the password after the receipt of initial Password from M/s. Antares Systems Limited, Bengaluru. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 2. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price.
- 3. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
- 4. SBI shall be at liberty to cancel the E-tendering process/ tender at and time, before ordering, without assigning any reason.
- 5. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 6. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date .
- 7. OTHER TERMS & CONDITIONS:
- a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- c. Firm can visit the website (https://www.tenderwizard.com/SBIETENDER) for submission of online tenders/e-reverse Auction. For any website related queries M/s. Antares Systems Limited may be contacted.
- d. M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore 560079, Karnataka.

Help Desk: 7503347659 / 9044314492 / 9073677150 / 151 / 152 / 9674758506 / 9674758723/26

Contact Persons: (On working days 9 AM to 6 PM)

- 1. Mr. Abhay kumar Singh Mobile No.: +91 9708966660 e-Mail: abhaykumar@antaressystems.com
- 2. Mr. Pravesh Mobile No.: +91 9044314492 e-Mail: praveshmani.t@antaressystems.com

Portal for online Tendering- https://www.tenderwizard.com/SBIETENDER

Annexure - 'A'

(ON VENDORS LETTER HEAD) Application Form

The Deputy General Manager (B&O) State Bank of India Administrative Office Mohali Corporate Plot No. 89, Sector **–68**, Mohali (Punjab)-**160062**

Madam/Dear Sir,

REVERSE AUCTION CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES FROM EMPANELED PRIVATE SECURITY AGENCIES (PSAs) FOR PROVIDING SUPERVISORS, SERVICES OF SECURITY ARMED/ **UNARMED** SECURITY GUARDS. MALE / FEMALE FRISKERS, ARMOURERS, CONTROL ROOM **OPERATORS** FIREMEN FACILITATOR SUPERVISOR. RECEPTION **FACILITATORS** AT BRANCHES/ OFFICES/CELLS/ SBI RESIDENTIAL COMPLEXES UNDER ADMINISTRATIVE OFFICE MOHALI

- 1 With reference to your Tender Number SBI/AO-MOHALI/PSA/2024/01DATED: -21 Feb 24/ RFP uploaded online, we hereby submit our application along with all attachments as mentioned in the NIT, duly signed by hand with seal by the Authorised signatory of the firm as acknowledgment of accepting the laid down terms and conditions for supply, installation & annual maintenance of above said work in the Branches / Offices/Cells under administrative control of Administrative Office, MOHALI PUNJAB. We acknowledge to understand and abide by the standard tender process as below:
- The tender should be quoted & submitted as per application format and terms & conditions, copy of which is enclosed herewith as **Annexure 'A'** to **Annexure "F"**. The L-1 rates will be decided on the basis of overall total of rates of the items.
- The tender which is not accompanied by the EMD in required form shall be called "Non Bonafide Tender". The same shall not be considered for acceptance. No interest will be paid on the EMD. EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract and bidder to collect the same from Security Section of Administrative Office, Mohali Punjab on any working day through their authorised representative. EMD of successful tenderer will be retained as a part of security deposit.
- 4 Any deviation in the above procedures for submission of tender may attract disqualification of the vendor from the tendering process. Conditional tenders will not be considered and will be rejected outrightly. We had studied the Tender Documents thoroughly. Submission of Tender shall be deemed to have been submitted after careful study & examination of Tender Document with full understanding of its implications. Tender without valid signatures by hand & stamp will be rejected.
- In case the day of opening is declared a holiday, the tender will be opened on the next working day at the same time. The Bank does not bind itself to accept the lowest tender and reserves its right to split or reject any or all offers without assigning any reason, whatsoever. Non-participation of empanelled vendors in the tender process may attract disqualification / de-panelement from Bank's panel.
- We understand and undertake that mere submission of application does not guarantee us tender and Banks's decision in this regard will be final and binding on us.
- 7 The e-tender will be called for a minimum period of five years which will be renewed each year by PSA within the Bank's discretion on satisfactory services. The Bank does not oblige itself to accept the lowest tender and reserves the right to split or reject any or all the offer without assigning any reason thereof.
- 8 L-1 rates will be decided on the basis of total rates of commodities on e-tender basis and if more than one PSA becomes L-1 then L-1 will be decided through Lottery System.

INFORMATION FORM

S NO	SUBJECT	DETAILS
1	Name of the Agency with Corporate/ Head Office	
2	Corporate/ Head Office Communication details	(a) Landline Tele No(s)with STD codes : (b) Mobile No(s). : (c) Fax No(s) : (d) e-mail ID :
3	Registration number under PSARA Act for State of Punjab (Self-attested copy to be enclosed)	Valid up to
4	Names of authorized signatory (Copy of relevant document to be attached in case different from details given during empanelment)	
5	GST Registration No (Attested copy to be enclosed)	
6	Bank Details	Account No : Name of Bank : Branch Address : IFS Code :
7	List of documents enclosed (self-certified copies)	1

Your faithfully,Sign & Stamp (Name of Authorised Signatory) Date:	Place:	(Stamp of Private Security Agency)
M/S		
Encl: - As above		

(ON VENDORS LETTER HEAD) Annexure - 'B'

The Deputy General Manager (B&O) State Bank of India Administrative Office Mohali Corporate Plot No. 89, Sector – 68, Mohali (Punjab)-160062

Madam/Dear Sir,

EARNEST MONEY DEPOSITED DETAILS.

FOR e-TENDER FOR PROVIDING VARIOUS SECURITY RELATED SERVICES FROM EMPANELED PRIVATE SECURITY AGENCIES (PSAs) FOR PROVIDING SERVICES OF SECURITY SUPERVISORS, ARMED/ UNARMED SECURITY GUARDS, ARMOURERS, MALE /FEMALE FRISKERS, CONTROL ROOM OPERATORS, FIREMEN, FACILITATOR SUPERVISOR, FACILITATORS AT BRANCHES/ OFFICES/CELLS/ SBI RESIDENTIAL COMPLEXES UNDER ADMINISTRATIVE CONTROL OF AO MOHALI

With refere	nce to the above, we he	rewith deposit the Earnest Mone	ey Deposit (E	MD) The details of which are as	under: -
Sr. No.	Amount (in Rs.)	(Demand Draft No.)	Date	Name of Drawer Bank	Payable at

Your faithfully,	
Sign & Stamp (Name of Authorised Signatory)
M/S	<u>-</u>
Encl: - As above	

E-TENDER CONTAINING TECHNICAL. FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES FROM EMPANELED PRIVATE SECURITY AGENCIES (PSAs) FOR PROVIDING SERVICES OF SECURITY SUPERVISORS. ARMED/ UNARMED PRIVATE SECURITY GUARDS, MALE / FEMALE FRISKERS, ARMOURERS, CONTROL ROOM OPERATORS, FIREMEN, FACILITATOR SUPERVISOR, RECEPTION FACILITATORS AT BRANCHES/ OFFICES/CELLS/ SBI RESIDENTIAL COMPLEXES UNDER ADMINISTRATIVE OFFICE MOHALI

1. SCOPE OF THE WORK

- (a) State Bank of India, Administrative Office MOHALI intends to engage Private Security Agency (PSA) for providing services of Security Supervisor, Armed/ Unarmed Private Security Guards (PSGs), Armourers, Control Room Operators, Fire Men, Facilitator Supervisor and Facilitators purely on contract basis under the administrative control of AO MOHALI.
- (b) The strength of various manpower required may vary as per requirement. The contract shall be valid for an initial period of One year. The contract may be extended beyond this period at sole discretion of the Bank subject to satisfactory performance of PSA.

2. QUALITATIVE REQUIREMENTS OF PSA

(a) REGISTRATION REQUIREMENTS

- i The PSA should have valid PAN, GST, PF & ESI registration and shall satisfy the compliance with applicable statutory provisions as notified by Govt of India from time to time.
- i. The PSA shall comply with all the labour laws, Rules, Regulations of concerned State and Central Government and shall have registration as per various such Acts & Rules as applicable.
- The PSA must have valid license under applicable Private Security Agency Regulation Act (PSARA) for the State of Punjab and other law as applicable.

(b) SERVICE SUPPORT OFFICE

The PSA shall have an established office in one or more locations in Union Territory of Chandigarh or tri city area to provide services. The PSA shall provide complete address, contact details like Tele No., Fax No., email ID and Mobile Nos.

(c) BLACKLISTED / UNDER ARBITRATION

The PSA should not be under arbitration/ litigation with our Bank and should not be blacklisted/ de-listed/ de-panelled by any Government/ Semi Government/ Nationalised Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutions (FIs)/ Corporate Offices

(d) In case the PSA doesn't meet the qualitative requirement at any stage during the period of agreement, in such eventuality the services from PSA will stand terminated.

QUALITATIVE RQUIREMENTS OF VARIOUS CATEGORIES OF MAN POWER

(a) SECURITY SUPERVISOR

- i. The Security Supervisor shall be an ex-serviceman of the rank of JCO (Naib Subedar to Honorary Captain).
- ii. Upper age limit shall be 55 years.
- iii. Medical category shall be SHAPE-I or AYE at the time of release/ retirement from the forces as per discharge book. He shall be medically and physically fit to undertake the duties assigned for continuous shift of eight hours or even more in an emergency
- iv. Character shall be Exemplary at the time of release/ retirement as per discharge book.

(b) ARMED GUARD

- i. The armed guard shall be an ex-serviceman up to the rank of NCO who has retired with pension from the respective service.
- ii. Shall have a 12 bore DBBL gun as per requirement of the Bank along with a valid gun license of the weapon on his name.
- iii. Upper age limit shall be 50 years.
- iv. Medical category shall be SHAPE-I or AYE at the time of release/ retirement from Defence forces as per discharge book. He shall be medically and physically fit to undertake the duties assigned to him for continuous shift of eight hours or more in case of emergency.
- v. Character shall be Exemplary at the time of release/ retirement as per discharge book. The individual shall not have any adverse Police Record. The PSA has to provide Police verification of the personnel at the time of his deployment.
- vi. The PSA needs to provide with Test Firing, training record and Fitness Certificates of DBBL/PASG gun once in a year.

(c) UNARMED GUARD

- i. The unarmed guard shall be an ex-serviceman or an ex- Paramilitary force personnel up to the rank of NCO who has retired with pension from the respective service.
- ii. Upper age limit shall be 50 years.

iii Medical category shall be SHAPE-I or AYE at the time of release/ retirement from Defence forces as per discharge book. He shall be medically and physically fit to undertake the duties assigned to him for continuous shift of eight hours or more in case of emergency.

iv. Character shall be Exemplary at the time of release/ retirement as per discharge book. The individual shall not have any adverse Police Record. The PSA must provide Police verification of the personnel at the time of his deployment.

(d) WOMAN FRISKER

- i. The woman frisker shall be physically fit, preferably having experience of serving with paramilitary forces up to the rank of Head Constable.
- ii. Upper age limit shall be 45 years.
- iii. Medical category shall be SHAPE-I or AYE at the time of retirement from paramilitary forces as per discharge book. For civilians, a fitness certificate from the doctor (Minimum MBBS) is required. She shall be medically and physically fit to undertake the duties assigned to her for continuous shift of eight hours.
- iv. Character shall be Exemplary/ Very Good at the time of release/ retirement as per discharge book. For civilian, the individual shall not have any adverse Police Record. The PSA must provide Police verification of the personnel at the time of her deployment.
- v. In case of civilian, shall meet following eligibility criteria:
 - aa. Age shall be between 21 Years to 45 Years.
 - ab She shall be minimum Matriculation pass.
 - ac She shall be medically and physically fit. A fitness certificate from a Doctor (MBBS qualified) shall be required at the time of engagement.
 - ad Height shall not be less than 5'2".

(e) ARMOURER

- i. Ex-Servicemen (Minimum NCO or equivalent) with regular pensionable service.
- ii. HSC (12th in 10+2 pattern)
- iii. Upper age limit shall be 45 years.
- iv. Medically Fit as SHAPE-I/ AYE medical standard at the time of release from the Defence forces as per his Discharge Book.
- v. Armourer trade (Must be mentioned in the discharge book) from Armed Forces.

(f) CONTROL ROOM OPERATOR

- 1. i. Ex-Servicemen (Minimum JCO or equivalent) with regular pensionable service.
- 2. HSC (12th in 10+2 pattern)

- 3. Upper age limit shall be 50 years.
- 4. Medically Fit as SHAPE-I/ AYE medical standard at the time of release from the Defence forces as per his Discharge Book.
- 5. Signal Course Qualified and / or Firefighting Course Qualified from Defence Training Institute as per Discharge Book.

(a) FIRE MAN

- 1. Ex-Servicemen having qualification in firefighting/ fire safety or an Ex Fire Services Employee or a civilian qualified person.
- 2. 10th Pass
- 3. Upper age limit shall be 40 years at the time of engagement.
- 4. Medically Fit as SHAPE-I/ AYE medical standard at the time of release as per Discharge Book. For Civilian A fitness certificate from a Doctor (MBBS qualified) shall be required at the time of engagement.
- Firefighting Course Qualified as mentioned in Discharge Book from Defence Training Institute in case of Ex-serviceman or a Diploma/ Certificate course in Fire safety from a recognised institute.

(h) FACILITY SUPERVISOR

- 1. Qualification: Graduate and shall be able to converse fluently in English, Hindi & Punjabi, must be computer literate.
- 2. Physical Standards:
 - i. Male having age not more than 50 years.
 - ii. Height shall be at least 5'6".
 - iii. Having pleasant personality and physically agile and fit to undertake continuous duties for eight hours.
- 3. Experience: Minimum 5 years in facilitation/hospitality services.

(i) FACILITATOR

- 1. Qualification: Minimum 10+2 & shall be able to converse in English, Hindi & Punjabi.
- 2. Physical Standards:
 - i. Male/Female having age not more than 45 years,
 - ii. Height shall be at least 5'6" for male and 5' for female.
 - iii. Having pleasant personality and physically agile and fit to undertake continuous duties for eight hours.
- 3. Experience: Minimum 2 years in facilitation/hospitality services.

UNIFORM REQUIREMENT OF VARIOUS CATEGORIES OF MAN POWER

(a) **SECURITY SUPERVISOR**

A proper uniform having Cap/ Pagri as applicable, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. He must wear a proper photo identity card issued by the PSA.

(b) ARMED GUARD

A proper uniform having Cap/ Pagri as applicable, shirt, trousers name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. He must wear a proper photo identity card issue by the PSA.

(c) **UNARMED GUARD**

A proper uniform having Cap/ Pagri as applicable, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. He must wear a proper photo identity card issue by the PSA.

(d) WOMAN FRISKER

A proper uniform having Cap, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. She must wear a proper photo identity card issue by the PSA.

(e) <u>ARMOURER</u>

A proper uniform having Cap/ Pagree as applicable, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. He must wear a proper photo identity card issue by the PSA.

(f) CONTROL ROOM OPERATOR

A proper uniform having Cap/ Pagree as applicable, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. He must wear a proper photo identity card issue by the PSA.

(g) FIRE MAN

A proper uniform having Cap/ Pagree as applicable, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the PSA norms and as per the weather requirement. He must wear a proper photo identity card issue by the PSA.

(h) FACILITATOR SUPERVISOR

SUMMER -

White shirt, Grey trouser, tie, Black shoes & name plate. He must wear a proper photo identity card issued by the Firm.

WINTER -

Blue Blazer, White shirt, Grey trouser, tie, Black shoes & name plate. He must wear a proper photo identity card issued by the Firm.

(i) <u>FACILITATOR</u>

SUMMER -

White shirt, Grey trouser, tie, Black shoes & name plate. He must wear a proper photo identity card issued by the Firm.

WINTER -

Blue Blazer, White shirt, Grey trouser, tie, Black shoes & name plate. He must wear a proper photo identity card issued by the Firm.

MINIMUM WAGES PAYABLE TO VARIOUS CATEGORIES OF OUTSOURCED MAN POWER

(a) <u>SECURITY SUPERVISOR</u>

Minimum Wages payable to Security Supervisor will be under "Highly Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

(b) ARMED GUARD

Minimum Wages payable to armed guards will be under "Highly Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

(c) **UNARMED GUARD**

Minimum Wages payable to unarmed guards will be under "Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

(d) WOMAN FRISKER

Minimum Wages payable to woman frisker will be under "Unskilled" in "Construction or Maintenance of roads & building operations" category as per notification issued by the Ministry of Labour and Employment Govt of India.

(e) <u>ARMOURER</u>

Minimum Wages payable to Armourer will be under "Highly Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

(f) CONTROL ROOM OPERATOR

Minimum Wages payable to Control Room Operator will be under "Highly Skilled" in "Construction or Maintenance of roads & building operations" category as per notification issued by the Ministry of Labour and Employment Govt of India.

(g) FIRE MAN

Minimum Wages payable to Fire Man will be under "Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

(h) FACILITY SUPERVISOR

Minimum Wages payable to Facility Supervisor will be under "Clerical" in "Construction or Maintenance of roads & building operations" category as per notification issued by the Ministry of Labour and Employment Govt of India.

(i) FACILITATOR

Minimum Wages payable to Facilitator will be under "Clerical" in "Construction or Maintenance of roads & building operations" category as per notification issued by the Ministry of Labour and Employment Govt of India.

However, the committee proposes to obtain clarification from the local labour commissioner on the minimum wages payable to all categories (except Armed & unarmed guards), which is not clear in the minimum wages notification issued by the ministry of Labour & Employment, Govt of India.

CHARTER OF DUTIES OF VARIOUS CATEGORIES OF MAN POWER

(a) <u>SECURITY SUPERVISOR</u>

- i. He will maintain safe and secure environment in the area of responsibility through Private Security Guards.
- ii. Assign work area and duties to the Private Security Guards.
- iii. Write and submit various security reports and attendance of security staff to the concerned.
- iv. Monitor and regulate duties of the Private Security Guards and carry out checks at varied intervals.
- v. He will perform any other duties assigned by the Bank Management.

(b) ARMED GUARD

- i. Exercise strict alertness/vigil in order to protect Bank's and loss to the assets of the Bank against burglary/ theft/ decoity etc.
- ii. Ensure proper flow of Staff & visitors and preventing entry of unauthorized persons in the premises.
- iii. Ensure entry/ exit of the authorized property/ articles only through the Bank's procedure only.
- iv. Round the clock patrolling of specified area/ Bank's premises.
 - vi. Access control, checking and parking of vehicles.
 - vii. Respond to the alarms and calls of distress and fire fighting in case of emergency.
 - viii. Necessary coordination with the Police Beat Patrolling etc.
 - ix. Should know how to operate various Security gadgets viz. Security Alarm, Fire Alarm, CCTV system, Biometrics Access Control System and HHMD/DFMD.
 - x. Any other duty assigned by the Bank.

(c) <u>UNARMED GUARD</u>

- i. Exercise alertness and strict vigil in order to protect the property and assets of the Bank from damage/ loss due to destruction, burglary & theft.
- ii. Ensure proper flow of Staff & visitors and preventing unauthorized entry in the premises.
- iii. Ensure entry/ exit of the authorized property/ articles only through the Bank's defined procedure only.
- iv. Round the clock patrolling of scheduled specified area.
- v. Ensure proper parking in the area.
- vi. Should know how to operate various Security gadgets viz. Security Alarm, Fire Alarm, CCTV system, Biometrics Access Control System and HHMD/DFMD.
- vii. Any other duty assigned by the Bank.

(d) WOMAN FRISKER

- i. To carryout physical frisking of authorized ladies seeking entry into strong room and prevent any unauthorized item to be taken out.
- ii. Exercise alertness and strict vigil in order to protect the property and assets of the Bank from damage/ loss due to destruction, burglary & theft.
- iii. Ensuring proper flow of Staff & visitors and preventing unauthorized entry in the branch premises/ strong room.
- iv. Ensure entry/ exit of the authorized property/ articles only through the Bank's defined procedure only.
- v. Any other duty assigned by the Bank.
- vi. Frisking of the woman staff members and lady customers wherever required.

(e) ARMOURER

The Armourer is a specialist and renders professional support in maintaining the weapons held at various branches besides imparting training to the Bank guards and assisting in firing practice at the Firing Range during guards training The Armourer will **b**e required to perform the following duties:-

- i. Inspect and carry out minor repairs of the weapons.
- ii. Check the history sheets of the weapons for their correct entries and maintenance.
- iii. Check the arms licenses held by the branch for its validity and other entries like retainers, etc.
- iv. Inspect cartridges and assess its serviceability
- v. Advise the Branch Managers and guards regarding care and maintenance of the weapons/ cartridges/documents held by them.
- vi. Submit inspection report after each visit and take follow up action.
- vii. Assist the security officers during the training of armed guards.
- viii. Carryout inspection of weapons before and after firing.
- ix. Carryout destruction of mis-fired cartridges and empty cases under the Supervision of Officer-in-Charge at the firing range during firing practice.

- x. Maintain an up to date record of all weapons held by the branches and the addresses of all authorized dealers & police stations in the Circle.
- xi. Any other duty assigned by the Bank from time to time.

(f) CONTROL ROOM OPERATOR (CRO)

CROs are posted at Control Room at LHO/ Administrative Office/ Special Currency Administration Branches (SCAB) for regularly monitoring fire and security arrangements as also eventualities/ calamities of different nature.

- i. Control Room shall be manned by Control Room Operators round the clock in shifts.
- ii. He will report for duty in shift as per the duty roster issued by the Officer-in-charge Control Room every month. He will record his arrival/departure in the register kept for the purpose.
- iii. He is responsible to test and operate Hotline Connection to Fire Brigade, the Public Address System, Smoke Detector Panels, Fire Alarm Panels, Building Management System (Where installed) and inform the maintenance staff of any malfunctions.
- iv. In case of Fire Alarm, he will act under the instructions of Fire Officer or Duty for the respective shift. He will take appropriate action by sending the Bank Guard/ Fireman on duty to attend the alarm and act as laid down SOP.
- v. In case the Duty Officer is not on duty, he will take full charge of the Control Room.
- vi. He will maintain log book of all events during his duty. He will put up his log book to the Duty Officer of his shift.
- vii. If any point requires immediate attention, he will bring such point(s) to the notice Fire Officer, through the Duty Officer in the shift. For any emergency, he will contact Fire Officer depending upon the time of occurrence.
- viii. He will check up the musters of his shift and record therein if any guard/ person is 'on leave' or 'absent'. This will be put up to the Duty Officer for his information/ necessary action.
- ix. For any fault / repairs of equipment in the Control Room, he will report to the Duty Officer in the shift, who will report to the Maintenance Engineer for immediate remedial action.
- x. In case of fire, the control room operator will man the control room and inform the fire Brigade on the (Hot) direct telephone line. He will also inform the Circle Security Officer/Department Head.
- xi. At the time of assuming his duty the control room operator will check functioning of:
 - a. Auto Smoke detection & Fire Alarm System
 - b. Test the dampers
 - c. He will get the confirmation on working of fire pumps, diesel Generator by the maintenance staff Abd record in the register kept for the purpose.
 - d. CCTV System
 - e. Biometric Access Control System.
 - f. That all the lifts are functional. Any defects noticed shall be informed to relevant service provider / maintenance staff.
- xii. He will maintain record of service reports for maintenance / repairs carried out on the security, fire safety, access control and surveillance equipments installed in the premises.
- xiii. He will carry out all actions given in 'Fire Drill' at the time of alarm and drills, including evacuation announcements / precautionary warnings.

- xiv. He will send the details of Smoke Detectors that may have been actuated/ given alarm/developed defects to the Fire Officer and Maintenance Engineer and follow-up on rectification.
- xv. The control room operator will also monitor the performance / working of CCTV Surveillance System. He will be conversant with scheduling of cameras, taking back-up, archiving of images and real time viewing of CCTV System.
- xvi. He will be responsible for monitoring of CCTV, if installed in the premises, he should be conversant with scheduling of cameras, real time viewing, retrieving back-up of an incident and recording of CCTV footage.
- xvii. Where premises are equipped with "Fixed Fire Fighting Installations" for "Total Flooding" like CO2 and FM-200, the CRO should check that the system, wherever installed, are functional and maintain a record of such checks on a regular basis.
- xviii. In the absence of LHO Security Officer, he will be required to take overall charge of the security and fire safety arrangements of the premises. He will also check the guards reporting on duty in various shifts.
- xix. He should have all the important telephone numbers of important emergency services, neighbouring Control Room Officers, Hospitals and important functionaries related to Fire Safety and Security including concerned maintenance service providers displayed prominently in the Control Room.
- xx. Any other duties pertaining to the Control Room that may be assigned to him from time to time by the Security / Fire Officer.

(g) FIRE MAN

- i. He shall report for duties punctually in full uniform.
- ii. He shall fight all kinds of fire+ that may break out in the building/ branches to which he is posted.
- iii. He shall be conversant with the all emergency equipment such as Diesel Generator, Fire Pumps, Fire Lifts, Wet Risers, Smoke & Fire alarm Systems, Emergency lights, Pressurization systems, Fire Doors and fire Dampers and portable Extinguisher as also operate LT Electric isolating switches and alternate supply systems, whenever necessary. He shall be capable of carrying out Lift rescue.
- iv. He shall submit himself to training whenever such training is being organised. He shall perform regular fire drills.
- v. He shall carry/lift all firefighting gear needed for drills/tests etc and ensure these are kept back at their appointed places after due maintenance/drills/test.
- vi. He shall inspect and test the firefighting equipment and supervise maintenance carried out by contractors, whenever such work is entrusted on a contract basis. He shall operate Diesel Generator, fire pumps and other systems at regular intervals to keep himself familiar with the operating procedures and also test the systems periodically.
- vii. He shall take beat rounds of the building to ensure that firefighting equipment is in place and that no hazardous situations exist.
- viii. He shall undertake duties of demonstration of firefighting equipment during training of the bank staff.
- ix. Any other duty/duties entrusted to him by the Bank.

(h) FACILITY SUPERVISOR

- i. The Facility Supervisor will work under the control of LHO Security Officer through Office Administration Deptt.
- ii. The Facility Supervisor will be polite and courteous with the visitor's but will be firm with the laid down procedures.
- iii. He will supervise, control and co-ordinate with the Facilitators.
- iv. He will manage facilitation of visitors, crowd control, guiding visitors to their designated Deptt. / floor.
- v. He himself or through facilitators will follow the procedure as under:-
 - Purpose of visit from the visitor
 - Confirm the same from the person to whom the visitor desires to meet.
 - After consent/ confirmation will arrange to create a Data Base in Visitor Management System (VMS).
 - Issue passes to the visitors.
 - Guide the visitor to the Deptt/Official.
 - Collect the visitor's pass on return.
 - Keep vigil at the reception area and mange crowd free reception. Ascertain availability of only required persons at the reception area.
- vi. He will be responsible for in house up-keep and general vigilance and crisis management at reception area.
- vii. He will report any untoward incident to the LHO Security Officer.
 - viii. He will regulate the entry & exit of outsourced employees, courier delivery persons and maintain their data base in accordance with Bank's laid down systems and procedures.
 - ix. He will be responsible for upkeep of the reception area.
 - x. He will perform any other duties assigned by the Bank Management.

(i) FACILITATOR

- The Facilitators will work under the direct control of Facility Supervisor.
- ii. The Facilitators will be polite and courteous with the visitor's yet firm in their dealings.
- iii. 02 Facilitators (one male & one female) will be positioned at the reception to ascertain the following: -
 - Purpose of visit from the visitor

- Confirm the same from the person to whom the visitor desires to meet.
- After consent/ confirmation, will arrange to create a Data Base in visitor Management System (VMS).
- Issue visitor's pass to the visitor.
- Guide the visitor to the Department.
- Collect the visitor's pass on return.
- iv. 02 facilitators (one male & one female) will be positioned in the lobby to ascertain the following: -
 - Receive the visitors.
 - Guide the visitor to the concerned department on providing a valid visitor's pass to the visitor by the facilitator positioned at the reception.
 - Attend the visitors waiting at the reception waiting area and resolve their concern by arranging their appointment with the appropriate Bank Official.
 - Keep vigil at the reception area and manage crowd free reception.
 - v. He/ She will ensure smooth facilitation of visitors and guide them to their designated department.
 - vi. He/ She will report any untoward event to Facility Supervisor/LHO Security Officer.
 - vii. He/ She will perform any other duty assigned by the Management.

8. <u>PENALTIES</u>

i. In the event of failure/ inability to provide security personnel in any of the above-mentioned categories as per deployment plan/ requirements State Bank of India may deduct 5% of the monthly invoiced value of the respective site apart from deducting the daily wages for each day absence of the number of person (s) provided. Apart from the above in case of deficiency in the service under mentioned penalties may be levied by the Bank:-

Sr.No.	Type of deficiency in service	Penalty
а	Absent from the duty	Penalty of Rs.1000/-
b	Sleeping while on duty	Penalty of Rs.1000/-
С	Not wearing proper dress while on	Penalty of Rs.1000/-
	duty	
d	Misbehavior while on duty.	Replacement of manpower with
		penalty of Rs.2000/-
е	Drunk while on duty	Replacement of manpower with
		penalty of Rs.2000/

i. Any damage caused due to willful act or negligence by the PSA or its staff/ employee in case of any theft, breakage, pilferage of any items, fixtures, equipments etc it shall be the sole

liability of the PSA and the Bank shall be entitled to adjust the amount of loss so caused from the monthly bills after due investigation by the representatives of both the Parties.

9. INDICATION OF AUTHORISATION

All the Formats, Terms & Conditions & Documents submitted by the PSA must be signed by the authorized signatory of the PSA. The signatory shall submit a copy of the valid authority letter (In case of change of authorised signatory as per details & documents submitted for PSA Empanelment), authorizing him to sign the above documents on behalf of the PSA. The documents once submitted by the PSA shall be the sole property of the Bank. The original agreement shall be the property of the Bank.

10. <u>UTILISATION OF KNOW-HOW</u>

That by executing this agreement the PSA is prohibited from using any information or Know-how gained in this contract for another organization whose business activity are similar in part or in whole to any of those of the Bank anywhere in the world without prior written consent of the Bank for a period of three years from the date of the expiry of contract.

11. <u>INTELLECTUAL PROPERTY RIGHTS</u>

The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The PSA shall fully protect/ indemnify the Bank from all legal actions, claims or damages from third parties arising out of use of software, designs or processes used by the PSA.

12. SOLICITATION OF EMPLOYEES

The PSA will not hire employees of the Bank or solicit or accept solicitation either directly, indirectly or through a third party from the employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except with the prior permission of the Bank. The employees of the PSA will maintain an arm length distance in other dealings with SBI in any other matter/ work not concerned by this agreement.

13. **INDEMNITY**

The PSA will undertake thorough background check, due diligence in verifying the antecedents of its employees. The PSA will indemnify and protect the Bank against all claims, losses, damages, expenses, actions suits and other proceedings resulting from:-

(a) Any action of the employees of the PSA.

- (b) Infringement of any law pertaining to patents, trademarks, copyright etc. or such other statutory infringements in respect of all hardware and software used by them or the local laws of any state or the labour laws or Central/ State tax laws.
- (c) Damage to the Bank's, its staff or customers property.
- (d) Cases of negligence, dereliction of duty, disorderly behavior, other misconduct by the personnel of the PSA, the agency will take appropriate action against such personnel.

14. **DISPUTES**

In the event of any dispute/ differences arising out of or relating to this agreement including interpretation of its terms, parties at the first entrance shall resort to resolve the same through joint discussions of the Authorised Representatives of both the parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred to the Arbitrator appointed by the Bank in accordance with the Indian law i.e. Arbitration & conciliation Act 1996 and the venue for the same shall be MOHALI. The decision of Arbitrator shall be final and binding upon both the parties.

15. THIRD PARTY SERVICES

The PSA will extend the services by himself. The PSA is prohibited from further subletting/outsourcing of the services to any other party.

16. <u>PAYMENT SCHEDULE</u>, <u>PAYMENT TO THE PERSONNEL AND OTHER DEDUCTIONS</u>

- a. No advance payment will be made. Payment for the above-mentioned services including wages of the contract persons will be made on monthly basis on production of monthly bills by the PSA after deducting Tax Deducted at Source (TDS) as applicable.
- b. The PSA to raise the monthly bill to the concerned Branch/ Office/ Cell by 5th of next month. The concerned Office/ branch/ cell will make the payment on verification of the bill and attached documents within 10 days of the submission of the bill.
- c. The man power hired on contract shall be the employees of the PSA and all statutory liabilities will be paid by the PSA such as Minimum Wages, ESI, PF, workmen compensations etc as applicable and amended by the Ministry of labour & Employment, Govt of India, from time to time. The PSA shall make the payment of salary of its employees after deduction as per statutory requirements directly to the Bank Accounts of its employees. The PSA shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESIC, contribution to Provident Fund, Bonus etc, as applicable, are being paid to its employees or being deposited to their accounts as required under various statutory Acts notified by the Government time to time. It shall be the duty of the PSA to get PF, ESI etc number of its employees from the concerned Office.
- d. The Bank shall make only following payments to the PSA for the manpower provided for security services at Bank's Office(s)/ SBI Residential Complexes. (A calculation sheet of wages payable based on present minimum wages are calculated and enclosed as Annexure "D"):-

- 1. An amount based minimum wages and statutory payments under following heads:
 - i. Minimum Wages (Basic +Variable Dearness Allowance) applicable to the area where services are being engaged as per the minimum wages Act 1948 at the rates as notified by the Ministry of Labour & Employment, Govt of India, from time to time.
 - ii. Minimum statutory PF contribution.
 - iii. Minimum statutory ESIC contribution (Where applicable)
 - iv. Minimum statutory bonus (Above 20 personnel, If applicable can be reimburse after paid to security personnel)
 - v. Minimum statutory payable Gratuity (If applicable)
 - vi. Double pay for the personnel actually performs duty for the three national holidays in a year.
- 2. Administration Fee/ Service Charge @ % on total of all above.

17. OTHER TERMS & CONDITIONS

- (a) The personnel engaged by the Bank through the PSA shall be their employees and in no event the said personnel shall be deemed to be the employees of SBI. SBI is not responsible/ liable to the said personnel and payment of salary (as per minimum wages act), allowances any other amount shall be the sole responsibility of the PSA.
- (b) The PSA shall comply with the provisions of all Labour Laws, which are applicable to the contractor or his employees and shall be solely responsible for liabilities arising out of such compliances, non-compliances or implementation or non-implementation thereof. The PSA will furnish proof of compliance of all Labour Laws requirements including obtaining licenses, filing of monthly/ quarterly and annual returns and any other statutory requirements within 15 days from the due date and furnish calculations and proof of payments/ challans, made to all Government/ Statutory Authorities under EPF, ESIC, Labour Welfare Act, Payment of Bonus Act, etc within 15 days of the statutory time limit allowed under the respective Act and all other statutory rules as amended from time to time.
- (c) The PSA shall also be responsible for maintenance of proper records as required under the provisions of various Labour Laws/ Statutory Acts applicable to the PSA and its employees such as attendance register, deductions for damage & loss etc and produce them and as and when demanded by the Bank or any appropriate Labour authorities.
- (d) The PSA shall ensure that all its personnel are properly trained to carry out their duties.
- (e) The PSA shall ensure timely payment of wages to its personnel.
- (f) The PSA shall provide additional manpower in any number within reasonable time but not exceeding 7 days, if so required, on the written requisition of State Bank of India, on pro-rata basis.
- (g) State Bank of India has the right to increase/ decrease the man power in any of the category/ categories after giving Seven days notice in writing.
- (h) The PSA to have full control over the personnel engaged by them. Bank shall specify the services and the quality only.

- (i) The PSA shall be made responsible to attend to all complaints/ requirements within the purview of the contract.
- (j) The PSA shall accept and bear full and exclusive liability for the payment of any or all taxes in force or hereinafter imposed, increased or revised from time to time by the Centre/State Government or any other authority with respect to or covered by wages, salary or other compensation paid or payable to persons employed by him.
- (k) The PSA shall fully comply with all applicable laws and rules and regulations including the payment of provident fund contributions, payment of Bonus Act, Workmen Compensation Act and/or such of the acts or laws or regulations passed by any Central/State Government, Municipal Authority including TDS as per the IT Act. PSA shall also be liable to meet any penalty imposed by statutory authority(ies) for noncompliance of laid down statutory provisions.
- (I) The PSA shall be responsible for proper maintenance of all register's records and accounts so far as they relate to compliance of any statutory provisions/obligations.
- (m) The PSA shall bind itself/ executors or administrators and shall indemnify the Bank against all claims, damages, proceeding, costs or any expenses whatsoever may be imposed, enforced or brought against the Bank or any of its Officials/ employees for reasons or consequent upon any breach or default on the part of the PSA in respect of violation of any provisions of law/ act/ rule/ regulations having the force of law.
- (n) The PSA shall be responsible for all the claims of his employees and the employees will not make any claim whatsoever against the Bank. The PSA's personnel will not have any right whatsoever or absorption in the Bank. Any of PSA employee approaching Bank management for any claim will be treated gross indiscipline. The agency shall be required to take stern action against such cases.
- (o) The PSA shall obtain adequate insurance policy in respect of the personnel engaged by him for the work towards meeting the liability of compensation arising out of death, injury, disablement etc.
- (p) The PSA shall provide weekly off/ holiday to his workmen as per labour laws but it will be its responsibility to ensure uninterrupted services to the Bank on all days.
- (q) The PSA shall make adequate arrangements for supervision to ensure efficient discharge of the duties by the personnel deployed. The contact details of the supervisor shall be made available to the Bank. Further, wherever more than one guard is deployed in a shift, one guard shall be nominated as shift in-charge who will be responsible for the efficient discharge of duties by all the personnel in that shift. Timing of supervisors will be decided in consultation with Concerned Officer of the Bank.
- (r) The PSA shall abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to the establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any act, rules, Regulations, notification, Circulars issued from time to time by the Govt. Of India or State Government. The PSA shall provide an undertaking to this effect prior to the commencement of the job and indemnify State Bank of India, Local Head Office, Chandigarh against any breach of statutes/ law etc.
- (s) The PSA shall also be responsible to pay rates and wages and observe hours of work and conditions of employment as prescribed under the Minimum Wages Act (Central

Govt.), Employee PF Act, and Bonus Act etc. It shall also be the responsibility of the PSA to ensure that the directions issued are carried out by the persons employed.

18. <u>TERMINATION OF CONTRACT</u>

- (a) SBI may terminate the contract by giving a notice of 30 days without assigning any reason. SBI may reduce the strength of one or more locations by giving a Seven days' notice to the PSA.
- (b) If services entrusted under this agreement become illegal at a later date by operation of any law, then the Bank will discontinue the contract forthwith and no compensation will be paid to the PSA (Party of Second Part) and the security guards etc so deployed by the PSA will not have any right or claim against the Bank and it will be the sole responsibility of the PSA.

UNDERTAKINGS

We undertake:	-
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- (a) That we will provide PSA as per Bank's existing empanelment guidelines at the branches /offices of State Bank of India under the administrative Control of Administrative Office Mohali including the branches/offices of Bank located in the geographical area of Administrative Office Mohali at the L-1 rates and terms & conditions of the e-tender.
- (b) That we will carry out the work at all allotted centers/branches/offices under the Administrative Office, Mohali and will place our representative locally at / in Mohali, Hoshiarpur, Patiala, Pathankot and Ropar, at our entre, so as to be able to attend to the calls from branches/offices for service etc. promptly. We will also continue to keep activated our e-mail ID for receiving the complaints from branches/offices. We also undertake that we will receive the complaints from branches/offices from 9:30 AM to 5:30 PM telephonically on all Banks working days. We also undertake that due record of each complaint lodged by branches/offices of Bank will be maintained by us and complaint/docket number will be given to complainant.

Place: Authorised Signatory of the Firm Date: with Seal