

## AGREEMENT

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

**AND**

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

### WHEREAS:

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

### WHEREAS

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. SCOPE OF SERVICES

- 1.1 The Service Provider shall provide, upon request, to the Bank for and on behalf of its offices, which includes its divisions, subsidiaries or affiliates, such services as are described in this Agreement including those set forth in Charter of duties attached hereto and made a part hereof, from time to time during the subsistence of this agreement.

The Bank may elect to add or amend the agreement of Schedule thereof, which addition or amendment shall be in writing/e-mail containing duly signed scanned copy of letter containing duly signed scanned copy of letter from authorized person of Bank. Schedules which have been superseded or amended shall remain attached to this Agreement for reference purposes only.

## 2. EFFECTIVE DATE :

2.1 This Agreement shall be effective from .....

## 3. TERMS :

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

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

## 4. COMPENSATION AND BILLING :

4.1 All Bills should be submitted on Companies own official letter head to the Bank after all type of dues are deposited for the services rendered during the preceding month as per Bill Format (**Annexure A**). The Bank will not entertain bills for 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 G**) in respect of EPF & ESIC deposited by the Service Provider & other declaration made, has to be submitted for reimbursement of the bill.

4.2 Salary calculation and components of salary are given in **Annexure B** (to be rounded off in whole rupee as per calculation).The rates stated (are subject to change during the term of this agreement, as per Minimum Wages notified by the

Govt. of India, Ministry of Labour from time to time. The rates for any new or additional service will be discussed and mutually agreed. Such rate will be fixed by exchange of official letters/e-mail containing duly signed scanned copy of letters (both will be treated equally as official communications) and will form a part of this Agreement.

- 4.3 **The 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 'D'**
- 4.4 **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 48 hours.**
- 4.5 The details of monthly of 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.
- 4.6 The monthly pay sheet should be provided to every personnel engaged at SBI Premises on or before 15 days of succeeding month, as per format given in **Annexure 'C'**. A copy of the same should also be submitted to the concerned office of SBI.
- 4.7 Any amount outstanding from the Bank against bills submitted in relation to services provided for more than ninety (90) days must be advised in writing to the Bank for resolution.
- 4.8 The attendance sheet attached with bills should be signed by one of the following officials:-
- (a) Bank Official.
  - (b) Branch Manager/Designated officer of the respective SBI premises.
- 4.9 All the statutory obligations as laid down with reference to the 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. with regard to 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.
- 4.10 The age of Watch & Ward personnel should not be below the age of 18 years and above the age of 55 years and should be in good health. Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the Service Provider) the Service Provider and report should be submitted to SBI prior to deployment without fail to avoid penalty.
  - 4.11 The Watch & Ward personnel should be minimum Matriculate and full knowledge of local language and minimum working knowledge on English/Hindi language.
  - 4.12 Indemnity Bond in respect of all the employees engaged as per format provided by SBI will have to be submitted by the Service Provider at the time of signing of the Contract.
  - 4.13 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.
  - 4.14 An Identity Card, duly approved by the Bank, should be issued by the Service Provider to each personnel engaged at the Bank's Premises.
  - 4.15 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 E**
  - 4.16 All engaged personnel at all the SBI locations / Offices should be changed over / rotated every six months. It should be kept in mind that the site distance should not be more than 20 km from the home address of the employee.
  - 4.17 Boarding / Lodging of the employees will not be provided by the Bank however the Bank shall pay a monthly HRA of 5 % of the basic wages plus VDA, as per The West Bengal Workmen's House Rent Allowance Act, 1974. The Service Provider should ensure accommodation for their employees, in case no accommodation is being arranged the HRA component will be paid to the concerned employees.
  - 4.18 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 in regard to payment of all wages/statutory & mandatory dues as per format provided by SBI.
- (ix) All fields of all the formats those are attached along with the bill must be completely filled.

4.19 **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 etc. The uniform should be provided to all the persons engaged at SBI Premises as and when due, at its own without being reminded by the Bank to avoid penalty. A certificate has to be provided to Bank every time new uniform & other accessories issued without fail.**

4.20 **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.**

4.21 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 '**DU-TIES AND RESPONSIBILITY OF SECURITY GUARDS/SUPERVISORS**'.

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

- (i) Minimum Wages as notified by the Ministry of Labour, Government of India from time to time.

- (ii) DA as notified by the Ministry of Labour, Government of India from time to time.
- (iii) Minimum statutory EPF contribution.
- (iv) Minimum Statutory ESIC contribution.
- (v) Minimum Statutory Bonus once a year.
- (vi) Minimum Statutory contribution towards Labour Well-Fare Fund.
- (vii) Double Pay for the personnel actually performs duty for three National Holidays in a year.
- (viii) Leave wages as applicable.

## **5. WORK POLICY:**

- 5.1 The Service Provider agrees to put in its best efforts to meet the Bank's assigned deadlines and standards as applicable to avoid penalty.
- 5.2 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.
- 5.3 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.
- 5.4 The Service Provider shall compensate the Bank for any loss and / or damage caused to the Bank as a consequence of non-compliance of all or any of the terms of the Clause or for the misconduct or negligence of all or any of its employees, representatives or any individual assigned for the performance of the services under the Agreement. In the event of such a claim for loss or damages being made by the Bank, the Bank shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Service Provider. Any such claim for loss and / or damage made by the Bank shall not amount to a waiver for the Bank's right to terminate this Agreement or any of the other rights available to the Bank either under the Agreement or otherwise.

- 5.5 The Service Provider shall hold meeting with the Bank Personnel to discuss and review its performance on a monthly basis and shall implement any suggestion made by the Bank for the betterment of its services.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 In the event this Agreement being terminated consequent to the non-compliance of terms of agreement, no further liabilities or obligations shall accrue to the Bank except for any charges due and owing at the time of such termination, for the services rendered under this Agreement prior to such termination.
- 5.10 The Service Provider shall not engage any sub contract or transfer the contract to any other person in any manner. If the Service Provider transfers or assigns this contract to any other Service Provider/organization (third party) the current agreement will be treated as terminated automatically.

## **6. INDEPENDENT SERVICE PROVIDER :**

- 6.1 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.

6.2 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.

## **7. INSPECTION AND RIGHT TO AUDIT:**

7.1 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.

7.2 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.

7.3 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.

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

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

## **8. CONFIDENTIALITY AND SECRECY:**

8.1 The Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, pa-



pers, 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.

- 8.2 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.
- 8.3 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.
- 8.4 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:**

- 9.1 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.
- 10.2 The Service Provider further undertakes at its sole expense to provide for insurance of all property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank up to such limits as may be specified by the Bank.
- 10.3 The Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the services under this Agreement or otherwise, while in the Bank premises or anywhere else, including any liability that may arise as a result of malfunction of any equipment or otherwise, howsoever.
- 10.4 Upon the request of the Bank, the 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.
- 10.5 The Service Provider will provide the Bank upon execution of this Agreement and upon request by the Bank or its auditors from time to time, with certificates of in-

urance or other satisfactory documentation as evidences 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 occasions and habitual offenders in this regard shall be changed by the Agency. The penalty on this account shall be recovered from the Private Security Agency.
- 13.4 If any of the employees of the Agency is found in unshaven/soiled or without uniform/not wearing shoes/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 empanelled 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 as a result of post payment audit any overpayment is detected in respect of any work done by the agency under this contract, it shall be recovered by the Bank from the agency.
- 13.11 In case any of the terms and conditions or instructions as mentioned in the agreement is not followed/observed/maintained by the 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:**

15.1 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:**

16.1 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:**

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

**20. ARBITRATION:**

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

**21. GOVERNING LAW/ JURSDICTION:**

21.1 This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts of Kolkata.

**22. FORBEARANCE:**

22.1 The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not be constructed as a waiver on the part of the Bank of any terms, conditions, rights or privileges but the same will



continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

### **23. SURVIVAL OF PROVISIONS:**

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

### **24. RIGHTS AND REMEDIES:**

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

### **25. GENERAL PROVISIONS**

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

### **26. THIRD PARTY BENEFICIARIES:**

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

### **27. COMPLETE AGREEMENT:**

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

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

27.3 By executing the duplicate of this Agreement 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:**

28.1 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 Agreement shall be sent to the parties at the following address:

STATE BANK OF INDIA CSO Deptt. Local Head Office 1, Strand Road, Kolkata – 700 001	2. .... LIMITED ..... ..... ..... .....
	E-mail containing duly signed scanned copy of letter ID:

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

## CHARTER OF DUTIES & RESPONSIBILITIES

This document is an Annexure to this agreement, which serves to clarify the responsibilities with regard to the Watch & Ward Services that the 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, advise 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 D** to LHO as well as concerned branch officials at least one week before deployment/rotation of the caretaking service personnel to avoid penalty. The 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, Bonus 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/incur 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 G**

### **4. DUTIES AND RESPONSIBILITY OF SECURITY GUARDS/SUPERVISORS:**

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

- II. Security Supervisor will ensure that all the instructions of the Bank are strictly followed and there is no lapse of any kind.
- III. Wear the prescribed uniform smartly and carry necessary equipment viz. Baton, whistle, torchlight, battery and shall always wear the identity card while on duty.
- IV. The Security Guard on duty shall not leave the premises until his reliever reports for duty
- V. Be fully conversant with the instructions about his duties and responsibilities, layout of the building, telephone numbers of Security Officer, Fire Brigade and the Police to enable him to inform these officials in case of an eventuality. Be vigilant and alert on duty and will not be under the influence of drugs/liquor etc. He shall not leave his post until relieved.
- 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 fire fighting materials/equipments available on the spot/nearby places. They will also help the fire fighting staff in extinguishing the fire and any other natural calamities.

XIX. In emergent situations, Security Guards/Supervisors shall participate as per their role defined in the disaster recovery plan, if any, of the Bank. Guards/Supervisors should be sensitized for their role in such situations.

XX. Daily check of watch and ward at offices will be carried out by the 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 Agreement shall be part and parcel of this Agreement.

**SIGNED, SEALED AND DELIVERED**  
by the within named BANK through its  
Authorised Signatory

**SIGNED, SEALED AND DELIVERED**  
by the within named Service Provider  
through its Authorised Signatory

**In the presence of:**

**Witness 1:**

**Witness 2:**

**(FORMAT FOR THE BILL)**

**NAME OF THE SECURITY AGENCY (on Agency Letter Head)**

**GST No.:** \_\_\_\_\_ **Bill No.** \_\_\_\_\_ **Bill Dt.** \_\_\_\_\_  
**Dept:** SBI, \_\_\_\_\_ **For Month/Year** \_\_\_\_\_

S. No.	Emp Name	Desig. (Sup/UAG/AG)	A/C No.	EPF No.	ESIC No.	Duties	Employee Cost*	Ser. Chrg @ Rs 1000/-	Sub Total	GST @ 18 %	Gross Total
TOTAL											

**Total Bill Amount (Figures)** \_\_\_\_\_ **Words** \_\_\_\_\_

- Note:**
- \*1. Employee Cost includes Pay of Employee + ESI or Workman Compensation & EPF both being contributions of the Employer, wherever applicable.
  - 2. Our PAN No. \_\_\_\_\_ / TAN \_\_\_\_\_
  - 3. Kindly remit the billed amount in to our Bank A/c the details are as under:

Bank Name:		
Bank Branch Code:	Account No.:	Account Type:
NEFT IFSC Code:	9 Digit MICR Code:	
Agency Mob No.:	Bank Ph No.:	Email ID:

**Signature & Office Seal**



**SALARY CALCULATION**

<b>PAID BY BANK( PER DAY IN RS)</b>	<b>AREA A</b>	<b>AREA B</b>	<b>AREA C</b>	<b>AREA A</b>	<b>AREA B</b>	<b>AREA C</b>	<b>AREA A</b>	<b>AREA B</b>	<b>AREA C</b>
(26 DAYS IN A MONTH)	<b>(SUPERVISOR)</b>	<b>(SUPERVISOR)</b>	<b>(SUPERVISOR)</b>	<b>(WITHOUT ARMS)</b>			<b>(WITH ARMS)</b>		
CENTRAL GOVT RATE FROM 01/04/2017									
BASIC MIN WAGES + VDA	18460	16978	15418	16978	15418	13156	18460	16978	15418
HRA (5%)	923.00	848.90	770.90	848.90	770.90	657.80	923.00	848.90	770.90
GROSS	19383	17826.9	16188.9	17826.9	16188.9	13813.8	19383	17826.9	16188.9
EPF (13.61%)	2512.41	2310.71	2098.39	2310.71	2098.39	1790.53	2512.41	2310.71	2098.39
ESI (4.75%)	920.69	846.78	768.97	846.78	768.97	656.16	920.69	846.78	768.97
UNIFORM	230	230	230	230	230	230	230	230	230
LEAVE WAGES (7.7%)	1492.49	1372.67	1246.55	1372.67	1246.55	1063.66	1492.49	1372.67	1246.55
LABOUR WELFARE FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
CTC	24539.59	22588.05	20533.81	22588.05	20533.81	17555.15	24539.59	22588.05	20533.81
MANAGEMENT FEE	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
<b>BILLING AMOUNT/MONTH</b>	<b>25539.59</b>	<b>23588.05</b>	<b>21533.81</b>	<b>23588.05</b>	<b>21533.81</b>	<b>18555.15</b>	<b>25539.59</b>	<b>23588.05</b>	<b>21533.81</b>
<b>GST @18%</b>	<b>4597.13</b>	<b>4245.85</b>	<b>3876.09</b>	<b>4245.85</b>	<b>3876.09</b>	<b>3339.93</b>	<b>4597.13</b>	<b>4245.85</b>	<b>3876.09</b>
<b>Total including GST</b>	<b>30137.00</b>	<b>27834.00</b>	<b>25410.00</b>	<b>27834.00</b>	<b>25410.00</b>	<b>21895.00</b>	<b>30137.00</b>	<b>27834.00</b>	<b>25410.00</b>

All persons will do 26 duties ever every month & remaining duties shall be done by the relievers  
Yearly bonus will be calculated as per law for the time being in force,will be reimbursed once in a year

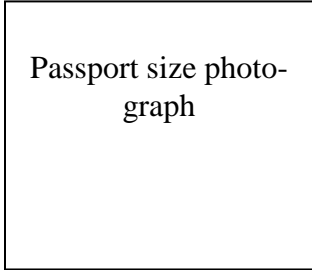
**(FORMAT FOR THE SALARY SHEET)****NAME OF THE SECURITY AGENCY (on Agency Letter Head)**

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

Signature of the Employee

Signature of the PSA rep &amp; 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 aattached)
-----------	--------------------

**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, Hand Held Metal Detector, Fire Extinguishers etc.

**Date:**

**Signature & Seal (Auth Rep of PS Agency)**

VISIT REPORT OF.....SBI SITE ON  
:.....2018

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

Comments of the Agency:

**Signature by the agency representative & Stamp**

**Comments of the Bank Official:**

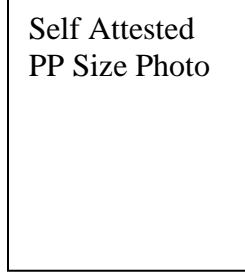
1. The Watch & Ward personnel  
Shri.....  
.....  
..... & reliever  
Shri.....is doing duty as per agreement  
from.....and their performance is satisfactory/ unsatisfactory.

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

**Signature by the SBI Site Official with Stamp:**

**Signature of LHO Officials:**

**DECLARATION**



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

- 1. I am an employee of..... Ltd.
- 2. My work status under ..... Ltd. As watch & Ward staff/ reliever at SBI site is completely temporary in nature.
- 3. My wages/ salary and other all types of statutory/ mandatory dues as per Central Govt. Acts / Rules will be paid by my employer.....Ltd. I will not hold State Bank of India (SBI) or its subsidiaries, responsible for any type of claim whatsoever.
- 4. I am ready to work as Watch & Ward staff or as reliever in any shift at any SBI site of SBI irrespective of the Area category of the site as A, C or C as per the instruction/s by my employer.
- 5. I confirm that I will wear neat and tidy 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 out sourced 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 Holi-days) 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**