

**STATE BANK OF INDIA , PATNA CIRCLE: INVITATION FOR
EXPRESSION OF INTREST**

START DATE : 25.05.2018

END DATE : 18.06.2018

**STATE BANK OF INDIA, PATNA CIRCLE
INVITATION FOR EXPRESSION OF INTREST (EOI)**

State Bank of India (SBI), Circle Security Department, Local Head Office, Patna intends to prepare a panel of reputed, reliable and experienced contractors / firms / companies (Service Providers) for hiring of security agencies for providing guards for ATMs and offices of the Bank located in the States of Bihar and Jharkhand. We are looking for the vendors who basically are complying with the statutory requirements under Private Security Agency Act 2005. Only those vendors, who satisfy the eligibility criteria as mentioned hereunder, need to respond.

Empanelment of vendor for the purpose will be for a period of three years. During this period, Bank shall reserve the right to cancel the panel of vendors, or go in for a fresh empanelment or extend the validity period of empanelment on the same rates, terms & conditions for such period as may be agreed to but not beyond a maximum period of five years.

From registered Service Providers having proven capabilities for Provision of Security Guards and empanelment of Security Agencies for guarding of ATMs/Offices/Residential Complex of State Bank of India, located in Bihar & Jharkhand.

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

3. The special clauses are given in Annexure – II

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

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

6. Format for submitting Service Provider Profile (part A) and schedule of rates/financial bid (part B) are at Annexure V & VI respectively.

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

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

9. **A Pre-bid meeting will be held on 04.06.2018 at 1100 hrs.**

10. **Last date of submission of the EOI is up to 1600 hrs on 18.06.2018.**

11. **The technical bids will be opened at 1100 hrs on 19.06.2018.**

12. **The opening of price bid will be intimated at later date.**

ADDRESSED TO :

CIRCLE SECURITY OFFICER
STATE BANK OF INDIA
CIRCLE SECURITY DEPARTMENT
LOCAL HEAD OFFICE
1ST FLOOR
WEST GANDHI MAIDAN
PATNA : 800 001
0612-2209040

SIGNATURE & SEAL OF TENDERER

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Annexure - I

PREFACE

The EOI shall be submitted in two parts. The first part or `Part A` will be for screening of the Service Provider profile about fulfilling the essential prerequisites and GENERAL CONDITIONS given below (including submission of Demand Draft for earnest money). The second part or `Part B` is the Price Bid. Two different sealed and signed envelopes superscripted "EOI FOR SECURITY SERVICES" Part `A` `B` as the case may be submitted to the Circle Security Officer, State Bank of India, Circle Security Department, Local Head Office 1st Floor, West Gandhi Maidan, Patna: 800 001 on or before **18.06.2018 by 1600 hrs.** Both the envelopes should be placed in a single envelope marked `C` & superscripted as above..

Eligibility Criteria:

- a. The Applicant (Service Provider) should be in the business of Security Service provider, especially dealing in Security Guards for last 10 years as on 01 March 2018. (Please attach certificates & testimonials) The Service Provider should be registered in India under Companies Act 1956.
- b. The Service Provider should be registered with the competent authority of the State Govt under Private Security Agencies (Regulation) Act 2005 in the state of Bihar & Jharkhand both. (Registration in both states is a must for eligibility for tender)
- c. The Service Provider should posses a valid PAN/TAN number in the name of the Service Provider.
- d. The Service Provider should have EPF, ESIC, GST, Labour department registration etc.
- e. The Service Provider should not be black listed by any organization.
- f. The Service Provider should have its registered / well established office in Bihar & Jharkhand both states.
- g. The Service Provider should have rendered satisfactory service in this field to reputed organization (of which one should be in Public Sector Bank) for at least 3 continuous years.
- h. The Service Provider should not be a loss making unit.
- i. The applicant (Service Provider) should have a minimum Annual Turnover (gross receipt towards payment of guards) of Rs 2 crore in the past 3 financial years i.e. 2014-15, 2015-16, 2016-17. (Please attach turnover certificate from the Chartered Accountant)

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GENERAL CONDITIONS

- a. Complete details of the Service Provider viz. Office Postal Address, Phone Number(s), Mobile numbers of the Contact persons, email ids, FAX Number(s), additional Office(s) details, if any, should be furnished in the EOI.
- b. Earnest Money of Rs. 100,000/- (Rupees one lakh only) in the form of a Demand Draft drawn in favour of State Bank of India, payable at Patna, should be enclosed with the Tender.
- c. All the Tender documents must be signed by one of the Directors / authorized signatory as the case may be.
- d. **Last Date of receiving the Tender is by 1600 hrs on 18.06.2018.**
- e. The format for submitting "Part-A" ie. Service Provider Profile is given at Annexure V-A & V-B attached to this Notice.
- f. **Part 'A' Envelope of the Tender application** must include the following:
 - i) Earnest Money Draft for Rs. 100,000/-
 - ii) **ANNEXURE-I to ANNEXURE-V** duly signed by the authorized signatory of the Service Provider along with rubber seal of the Service Provider.
 - iii) **ANNEXURE-V-A** duly filled in the same format/pro-forma and signed by the authorized signatory of the Service Provider along with rubber seal of the Service Provider. (Any deviations in the format shall render the tender application summarily rejected)
 - iv) Copies of the listed documents of the Service Provider as given at the end of **ANNEXURE-V-B** should be attached to **ANNEXURE-V-A** (Service Provider Profile)
 - v) **Annexure-VI**, duly signed by the authorized signatory of the Service Provider along with the rubber seal of the Service Provider, as a token of willingness to accept all the Terms and Conditions of the Contract, if awarded.
- g. **'Part B' Envelope** should contain **ONLY the Price Bids** for the work strictly as per the format given at Annexure VI.
- h. **The price bid rates should be quoted in figures. Service charges should be quoted in figures and words and not in percentage. The figures should be in Rupees only not in fractions of rupees (paise).** The minimum service charge should not be quoted less than Rs.450/- per month per guard. The service charges are quoted Less than Rs.450/- by bidders, his tender shall stand disqualified for the tender.
- h. Tender Form must be completely filled and in English only. Incomplete Tender application will be rejected.
- i. Tender Documents are required to be signed by the authorized person submitting the Tender as a token of his/ their having read and understood the Essential Prerequisites, General Conditions, Special Clauses, Charter of Duties & Responsibilities for staff to be engaged, Terms & Conditions of the Contract, etc..
- j The rate for the watch & ward Services will be the L 1 rate of the price bid. Successful L1 bidder will be awarded 30%, L2 – 25%, L3 – 20%, L4 – 15%, L5 – 10% (+/- 1%) branches under Patna Circle in the State of Bihar & Jharkhand, subject to L2, L3, L4, L5 bidders agree to provide man power at L-1 rate. In case any bidder upto L-5 is not willing to accept L 1 rates; the option shall be extended to other bidders in order of rates submitted by them. In case of price bid tie in rates quoted by bidders, the date of obtaining PSARA license shall be given advantage in ranking. In case the qualified bidders are less than 5 (five) the distribution of work shall be decided by the bank at its own discretion.
- K The bank reserves the right to change the distribution at its own discretion any time during the contract period.

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ANNEXURE-II

SPECIAL CLAUSES

1. Invitation for application for issue of Tender does not constitute any guarantee for issue of Work Order to the bidder(s).
2. Opening date of '**Part A**' of the Tender is at 1600 hrs on 18.06.2018 & **part 'B' shall be advised at later date.**
3. Tenders will be opened in presence of the Bidder or their authorized representative, should they choose to be present. Only one representative of each Service Provider will be allowed to be present during opening of '**Part A**' and '**Part B**' of the Tender.
4. '**Part A**' of the Tender will be opened first.
5. A Designated Committee shall screen the Tender Documents for the Service Provider's conformity to the laid down Prerequisites/ General Conditions.
6. Only sealed and signed Tenders on the prescribed format accompanied by the Earnest Money Demand Draft for Rs 100,000/- drawn in favour of State Bank of India, payable at Patna shall be considered.
7. Incomplete, unsigned applications or applications without Earnest Money will be rejected.
8. Tenders with corrections and/or overwriting are liable to be rejected, if these are not authenticated by one of the Directors /authorized Signatory, as the case may be.
9. The Earnest Money in respect of unsuccessful bidders will be refunded in due course of time.
10. '**Part B**' of the Tender containing the 'Price Bids' of only those Companies who have fulfilled all the conditions laid down in the Essential Prerequisites, General Conditions (including the Demand Draft for Earnest Money), Special Clauses of the Tender and the Terms & Conditions of the Tender, will be opened.
11. '**Part B**' of the Tender containing the Price Bid will not be opened, in case the Service Provider does not fulfill the requirements laid down for '**Part A**' of the Tender. **Such Tenders will be rejected.**
12. In the event of award of the contract, the **Successful Bidder(s) shall not subcontract the job awarded or outsource the manpower.** The contract is non transferable. The manpower to be engaged at the Bank's sites should be on the Service Provider's payroll.
13. Tenure of Contract awarded shall be for three year, which may be extended / renewed for one year to maximum up to five years, subject to satisfactory performance, after annual review, at the same rate and under the same terms and conditions.
- 14 The rate for the watch & ward Services will be the L 1 rate of the price bid. Successful L1 bidder will be awarded 30%, L2 – 25%, L3 – 20%, L4 – 15%, L5 – 10% (+/- 1%) work under Patna Circle in the State of Bihar & Jharkhand subject to L2, L3, L4, L5 bidders agree to provide man power at L-1 rate. In case of price bid tie in rates quoted by bidders, the date of obtaining PSARA license shall be given advantage.
- K The bank reserves the right to change the distribution at its own discretion any time during the contract period.

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15. All the statutory obligations as laid down with reference to the Service Provider or its employees should be fulfilled by the successful Service Provider(s), in terms of the relevant acts/rules/laws/guidelines laid down by the Labour Department of the Central /State / UT Government(s) and/ or any other Statutory Authority from time to time. The 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, Bonus, Labour welfare etc. with regard to the Security Guards 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.

16. The age of Security cum Caretaker personnel should not be below the age of 18 years and above the age of **50** years and should be in good health. Bank may requisition services of female watch & ward specifically as per its requirement.

17. The Security personnel should be preferably Matriculate (10th) Pass.

18. Indemnity Bond in respect of all the employees engaged will have to be submitted by the successful Bidder(s) at the time of signing of the Contract.

19. Police Verification of Character and Antecedents of all the employees of the Service Provider engaged at the Bank's sites, will have to be obtained by the successful Bidder(s) and retained by them for inspection by the Bank officials.

20. An Identity Card, should be issued by the successful Service Provider to each personnel engaged at the Bank's sites.

21. Letter of fidelity has to be obtained from the employee of the successful Bidder(s) who are engaged at the Bank's sites. These will be inspected by the Bank before commencement of the work.

22. One third of the engaged personnel at all the locations / sites should be changed over / rotated every six months.

23. Boarding / Lodging of the employees will not be provided by the Bank nor shall the Bank pay for it. Bank shall not provide any accommodation to the employees engaged at the Bank's sites by the successful Bidder(s).

24. The payments to the Service Provider, to whom the work order will be awarded, shall be on a monthly basis in arrears, upon production of auditable Bill(s) in triplicate, along with supporting documents giving proof of work/ duties performed by each employee (muster roll), attendance sheet duly certified by respective designated branch and overall certification by the Service Provider in regard to correctness of the bills/documents submitted. These should be accompanied with the proof of payment to the employees by the contracted Service Provider, deposit Challan for EPF, ESI, Service Tax etc. and should be in accordance with labour law only.

25. The Bank will not issue or pay for uniform, shoes and/or any liveries / accessories for the employees of the successful Bidder(s) who are engaged at the Bank's sites. These should be provided by the Service Provider from their resources to each and every person engaged at the Bank's sites.

26. Accessories like baton, whistle, torch with batteries, umbrella, raincoat, cleansing materials, mobile phones etc. will have to be provided by the successful Bidder(s) for employees engaged at the Banks sites.

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27. The Bank will not pay any extra allowances and/or wages for Duty Checking as mentioned at Para (z) of the "CHARTER OF DUTIES & RESPONSIBILITIES" (ANNEXURE-III).

28. Bank shall make only the statutory payments under the following heads to the Service Provider. Payment on any other head will NOT be made by the Bank. However Service Tax and Education Cess, as applicable, will be paid by the Bank :

I. Minimum Wages for watch & ward (**unarmed**) as notified by the Ministry of Labour, Government of India from time to time.

II. DA as notified by the Ministry of Labour, Government of India from time to time.

III. Minimum statutory EPF contribution.

IV. Statutory ESIC contribution.

V. Statutory Bonus once a year.

VI. Statutory contribution towards Labour Welfare Fund.

VII. Pay for three National Holidays in a year.

However the bidders are expected to bid as per prescribed applicable minimum wages & other applicable statutory dues as mentioned in ANNEXURE-VI. Anybody bidding below it will be disqualified.

28. Any Forgery / False information detected at any stage shall lead to **IMMEDIATE** cancellation of Work Order (if already awarded) and / or disqualification from the tendering process and also the Service Provider will be liable to prosecution. Jurisdiction of the Court will be at Patna only.

29. Bank reserves the right to reject any or all Tenders without assigning any reason whatsoever at any stage of the tendering process or even after the same is completed. The Bank also reserves the right to change or modify any specifications/ conditions at a later date/ during the process of tendering.

30. HOURS OF DUTY:

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

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

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

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

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

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

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

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

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

i) 20% of monthly cost of order/agreement per week, up to four weeks delays.
ii) After four weeks delay, SBI reserves the right to cancel the contract and get this job carried out preferably from other successful bidder agreeing to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Service Provider. Further, the Service Provider shall also be black listed for a period of 4 years from participating in such type of tenders and the earnest money/security deposit may also be forfeited, if so warranted.

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

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

32. WARRANTIES AND LIMITATION OF LIABILITY:

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

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

33. TERMINATION:

This agreement may be terminated as set forth below:

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

b. SBI may terminate the Security Guarding Services at a particular ATM Site by giving 30 days written notice to the Service Provider.

34. FORCE MAJEURE:

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

35. OBLIGATION OF THE SERVICE PROVIDER:

The Service Provider shall ensure full compliance with tax laws & other applicable laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.

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36. DISPUTE RESOLUTION:

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

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

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

37. JURISDICTION OF COURT:

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

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ANNEXURE-III

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

This document is an Annexure, which serves to clarify the responsibilities with regard to the Security Guarding Services that the Service Provider will provide to the State Bank of India (SBI), Local Head Office, Patna for SBI's network of Automated Teller Machines (ATMs), Offices, Residential Complex in Bihar & Jharkhand. The Service Provider will provide and SBI will avail the Security Guarding Services for various sites in Bihar & Jharkhand, as may be advised by SBI in writing from time to time.

1. DEFINITIONS :

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

“ATM Site” means the ATM site identified and advised by SBI to the Service Provider from time to time for providing Security Guarding Services.

“Branch” means branch (es) of SBI.

“Security Guard” means the employee of the Service Provider providing Security Guarding Services at the SBI Sites.

“Security Service Provider” means the Service Provider engaged by SBI to provide Security Guarding Services to SBI pursuant to this Annexure.

“Security Guarding Services” means the services to be provided by Security Guarding Service Provider at the Sites and more specifically covered in clause 2 of this Annexure.

“Customer” means the customer of SBI.

“LHO” means SBI, Local Head Office, Patna.

2. SCOPE:

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

2.2 The Security Guard shall:

a) Be available at the Site as per prior agreement with SBI.

b) Be uniformed with proper authorization/identification badges/identity card of the Service Provider. The Service Provider will give prior notification to SBI and the Branch Manager concerned of the Branch or its authorized official about the Security Guard posted at a particular Site;

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

It is clarified that the Security Guard shall not be armed or shall not carry any firearms either on his person or keep the same in the Site.

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

- a) The Security Guarding Services will be requisitioned for any Site by SBI;
- b) The Service Provider should have in place a policy for engaging Security Guard thorough background check;
- c) The Service Provider will ensure that there is no violation by them of any statute and all the laws, rules and regulations will be strictly followed / implemented by the Service Provider in regard to deployment of Security cum Caretakers for such services. SBI may, at its own cost, obtain independent audit report in respect of the statutory compliances by the Service Provider;
- d) The Service Provider will be responsible for the services provided to SBI by the Security Guard;
- e) The Service Provider will examine the Access Register maintained at any Site by the Security Guard at periodic intervals and inform SBI about discrepancy noticed by them. The designated official of the Service Provider will have to sign the said register in token of his examining the same; The register will be countersigned by the Channel Manager/Link Branch official, whenever they visit the site as token of their having also examined the same;
- f) The Service Provider will have overall responsibility to ensure that the Security Guarding Services is rendered by the Security Guard efficiently and initiate corrective steps of its own where necessary. The Service Provider will respond promptly to any

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complaint made by LHO/SBI in regard to dereliction of duties/default in performance by its personnel.

g) They should provide protection to the property of the Bank & its customers against crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, etc.

2.4 Employees of Security Service Provider Service Provider:

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

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ANNEXURE -IV

(Forwarding Letter)

(To be submitted on the Service Provider's letter head on this proforma only)

Circle Security Officer
State Bank of India
Circle Security Department
Local Head Office 1st Floor,
West Gandhi Maidan,
Patna: 800 001

Dear Sir,

EXPRESSION OF INTEREST FOR SECURITY GUARDING SERVICES

With reference to your EOI Notice dated, we hereby quote our Service Provider's profile and rates in the prescribed proforma for submitting Service Provider's profile and Schedule of Rates for the captioned work.

2. We have read and understood the Essential Prerequisites, General Conditions, Special Clauses of Tender, Charter of Duties & Responsibilities for Personnel to be engaged, Schedule of Deployment and Terms and Conditions of the Contract for providing Security Guarding Services at various sites under State Bank of India, in both the States of Bihar & Jharkhand and agree to abide by them.

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

Yours faithfully,

(Signature with date and Seal of the Tenderer)

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Annexure – VA

(Part A)

SERVICE PROVIDER PROFILE

Sl. No	PARTICULARS	RESPONSE
1	Name of the Organization	
2	Date of incorporation & year of establishment	
3	Address of Head Office	
4	Address of all Offices in Bihar & Jharkhand	
5	Communication details of contact official(s) Name	
	Phone No. (land line) & Mobile Number	
	Fax No	
	e-mail address	
6	Service Provider Registration No. under Companies Act 1956	
7	Service Provider Registration with Bihar Govt. under PSAR Act.	
	Service Provider Registration with Jharkhand Govt. under PSAR Act.	
8	GST No.	
9	Service Provider's Pan/Tan No.	
10	EPF Registration No	
11	ESIC Registration No.	
12	Labour Deptt. Registration No.	
13	Profit after Tax deduction for 2016-2017	
14	Profit after Tax deduction for 2015-2016	
15	Profit after Tax deduction for 2014-2015	
16	Cumulative profits after Tax deduction for last 3 financial years (01.04.2014 to 31.03.2017)	
17	Annual Turnover for 2016 – 2017	
18	Annual Turnover for 2015 – 2016	
19	Annual Turnover for 2014 – 2015	
20	Cumulative Turn for last 3 years (01.04.14 to 31.03.17)	
21	Name of the Organizations to whom provided services of manpower in this field for the FY 2016-17	
22	Name of the Organizations to whom provided services of manpower in this field for the FY 2015-16	
23	Name of the Organizations to whom provided services of manpower in this field for the FY 2014-15	
24	Organizations'/Statutory body with who currently empanelled. (Service Provider/Banks/PSU etc. Please furnish name & date of empanelment)	
25	Blacklisted if ever. Name of Organization, date & reason	
26	Name and address of the Banker	
27	Any other information considered relevant	

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

(Signature with date and seal of the Tenderer)

Annexure VB

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SIGNATURE & SEAL OF TENDERER

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DOCUMENTS TO BE ATTACHED TO SERVICE PROVIDER PROFILE (PART-A)

1. Service Provider Registration with Bihar Govt. under PSAR Act
2. Service Provider Registration with Jharkhand Govt. under PSAR Act
3. Valid Registration Certificate (under Companies Act 1956)
4. GST NO
5. SAC Code
6. ESIC Licence
7. EPF Licence
8. PAN / TAN Card
9. Audited Balance Sheet for 3 financial years (April 2014 to March 2017)
10. Service Provider registration with labour department.
11. Earnest Money Deposit
12. Proof of services rendered to Banks, PSUs or any other reputed organization (performance certificates be included) Documents should clearly reflect the services rendered for continuous last 3 financial years i.e. 2014 to 2017 in this field.
13. Any other document(s) necessary to satisfy the requirements laid down at the
ESSENTIAL PREREQUISITES, GENERAL CONDITIONS, TERMS &
CONDITIONS OF THE CONTRACT and Annexure –VA (Service Provider Profile) of this notice.

(Signature with date and seal of the Tenderer)

SIGNATURE & SEAL OF TENDERER

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Annexure - VI

**SCHEDULE OF RATES (PART - B)
CHARGES PER SECURITY GUARD WITHOUT ARMS PER MONTH**

SL No	Charges under	For "B" Centre	For "C" Centre
1	Minimum Wages notified by Ministry of Labour, Govt. of India from time to time for Watch & Ward without arms. (Please quote amount per person per month)		
2	DA notified by Ministry of Labour, Govt. of India from time to time. (Please quote amount per person per month)		
3	Minimum statutory EPF contribution. (Please quote amount per person per month)		
4	Statutory ESIC contribution. (Please quote amount per person per month)		
5	Statutory contribution towards labour welfare fund. (Please quote amount per person per month)		
6	Pay for three National Holidays in a year. (Please quote proportionate amount per person per month)		
7	Statutory Bonus once a year. (Please quote proportionate amount per person per month)		
8	Total amount per person per month		
9	Service Charge (Please quote amount per person per month not percentage)		
10	GRAND TOTAL PER PERSON PER MONTH		

NOTE:

1. ITEM NO. 1 TO 8 WILL BE REVIEWED AS AND WHEN THERE IS A STATUTORY CHANGE.
2. ITEM NO. 9 WILL REMAIN FIXED FOR THE PERIOD OF CONTRACT.
3. TAX AS APPLICABLE, WILL BE PAID EXTRA.

(Signature with date and seal of the Tenderer)

SIGNATURE & SEAL OF TENDERER

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ANNEXURE - VII

TERMS AND CONDITIONS OF THE CONTRACT

- 1) The Security cum Caretaker personnel provided shall be the employees of the Service Provider and all statutory liabilities such as ESI, PF, other benefits under Workmen's Compensation Act, etc. will be paid by the Service Provider. The list of staff going to be deployed shall be made available to the State Bank of India (SBI) and if any change is required on part of the SBI fresh list of staff shall be made available by the Service Provider after each and every change.
- 2) 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 etc. with regard to the personnel engaged by them for works. It will be the responsibility of the Service Provider to provide details of manpower deployed by them in the SBI, to SBI and to the Labour Department.
- 3) As far as EPF is concerned, it shall be the duty of the Service Provider to get PF code number allotted by RPFCA against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Particulars of the employees engaged for the SBI works, is required to be submitted to the SBI. In any eventuality, if the Service Provider fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, SBI is entitled to recover the equal amount from any money due or that will accrue to the Service Provider under this agreement or any other contract and pay to RPFCA, duly furnishing particulars of personnel deployed for the SBI with penalties.
- 4) The antecedents of the Security Guard deployed shall be got verified by the Service Provider from local police authority and an undertaking in this regard to be submitted to the SBI and SBI have the right to verify the same.
- 5) The Service Provider will maintain a register on which day to day deployment of personnel will be entered. Additionally, an attendance register will be maintained at each site. This will be countersigned by the authorized official of the SBI. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Service Provider has to give an undertaking regarding payment of wages as per rules and laws in force.
- 6) All liabilities arising out of accident or death while on duty shall be borne by the Service Provider.
- 7) Adequate supervision will be provided to ensure correct performance of the said security cum caretaker services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 8) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the SBI.
- 9) Service Provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste & will not misuse the areas of responsibility given to them by the SBI and shall not knowingly lend to any person or Service Provider any of the effects of the SBI under its control.
- 10) The Security Guard shall not accept any gratitude or reward in any shape.

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11) The Service Provider shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at its own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12) Under the terms of their employment agreement with the Service Provider, the Security Guard shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.

13) That in the event of any loss occasioned to the SBI, as a result of any lapse on the part of the Service Provider which will be established after an enquiry conducted by the SBI, the said loss can be claimed from the Service Provider up to the value of the loss. The decision of SBI will be final and binding on the Service Provider.

14) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the SBI may issue from time to time and which have been mutually agreed upon between the two parties.

15) The responsibility to maintain discipline of the personnel will be with the Service Provider, however SBI may suggest for change or removal of recalcitrant considered being undesirable or otherwise and similarly Service Provider reserves the right to change the staff with prior intimation to the SBI.

16) The Service Provider shall be responsible to maintain all property and equipment of the SBI entrusted to it.

17) The Service Provider will not be held responsible for any damage caused to the property of SBI due to natural calamity.

18) The personnel engaged by the Service Provider shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.100/- will be levied on each occasion and habitual offenders in this regard shall be removed by the Service Provider from the SBI ATM Sites. The penalty on this account shall be deducted from the Service Provider's bills.

19) The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Customers/SBI ATM users and should project an image of utmost discipline. The Service Provider shall have to arrange for immediate suitable replacement in case of complaints against its personnel.

20) The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs. , 14.00 hrs. to 22.00 hrs and 22.00 hrs. to 06.00 hrs.(next day). But the timings of the shift are changeable and shall be fixed by the SBI from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed as a rule. No payment shall be made by the SBI for double duty, if any.

21) The Security Guard will have to report to the SBI's ATM Sites at least 15 minutes in advance of the commencement of the shift.

22) The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Service Provider and based on the documentary proof jointly signed by the representative of the SBI and the Service Provider/his representative/ personnel authorized by them. No other claim on whatever account shall be entertained by the SBI.

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23) Any damage or loss caused by Service Provider's persons to the SBI in whatever form would be recovered from the Service Provider.

24) The Service Provider will give basic training/familiarization of the Security Guard Services required to be deployed under the contract for 2 to 3 days and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

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

(b) In case any of Service Provider's personnel deployed under the contract fails to report in time and Service Provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 24(a) shall be levied.

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

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

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

ii) After four weeks delay, the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other successful bidders who agree to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Service Provider and the Service Provider shall also be black listed for a period of 4 years from participating in such type of tender and the earnest money/security deposit may also be forfeited, if so warranted.

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

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

25) The Service Provider shall ensure that the Service Provider and its personnel shall not at any time, without the consent of the SBI in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the SBI and shall not disclose to anyone information about the affairs of the SBI. This clause does not apply to the information, which becomes public knowledge.

26) Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines. The Service Provider and its personnel concerned shall attend the court as and when required.

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27) The Service Provider shall deploy its personnel in consultation with SBI. SBI shall be informed at least one week in advance and Service Provider shall be required to consult SBI for any changes in personnel.

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

29) The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

30) "NOTICE TO PROCEED" means the notice issued by the SBI to the Service Provider communicating the date on which the work/services under the contract are to be commenced.

31) There shall be NO joint venture/consortium/group/partnership or outsourcing in any form & manner of the services to be provided under this agreement.

32) The contract period is twelve months from the date of the commencement (as mentioned in Notice to Proceed). SBI will have the option to extend / renew the contract up to three years, subject to satisfactory performance, after annual review, at the same rates and under the same Terms & Conditions.

33) During the course of the contract, if any of the Service Provider's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the SBI, the Bank shall be entitled to terminate the contract forthwith.

34) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Service Provider for carrying out of this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the SBI may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the Service Provider to the said Labour Authorities and any sums so paid shall be recoverable by the SBI from the Service Provider with penalty.

35) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the SBI, such money shall be deemed to be payable by the Service Provider to the SBI within seven days. The SBI shall be entitled to recover the amount from the Service Provider by deduction from money due to the Service Provider or from the Performance Security with penalty.

36) The Service Provider shall not engage any sub contract or transfer the contract to any other person in any manner.

37) The Service Provider shall indemnify and hold the SBI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.

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- 38) The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
- 39) The contracting Service Provider shall not employ any person below the age of 18 years and above the age of 50 years. Manpower so engaged shall be trained for providing security services and fire fighting services before joining.
- 40) Security Guards shall be preferably Matriculate (10th) pass and training of 2-3 days duration for providing security and fire fighting services shall be imparted by the Service Provider at their cost.
- 41) The Service Provider shall get personnel screened for visual, hearing, gross physical defects and contagious diseases and keep a certificate to this effect for each personnel deployed. The SBI will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 42) Security Guard engaged by the Service Provider shall not take part in any staff union and association activities.
- 43) The Service Provider shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, baton, cleaning materials and other implements to the Security cum Caretaker staff, stationary for writing duty charts, registers at ATM sites and records keeping as per requirements.
- 44) The SBI shall not be responsible for providing residential accommodation to any of the employee of the Service Provider.
- 45) The SBI shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The SBI does not have any employee employer relationship with any of the workers of the Service Provider. There should is no relationship of master & servant between the personnel of the Service Provider and the bank.
- 46) If as a result of post payment audit any overpayment is detected in respect of any work done by the Service Provider or alleged to have done by the Service Provider under the tender, it shall be recovered by the SBI from the Service Provider.
- 47) If any underpayment is discovered, the amount shall be duly paid to the Service Provider by the SBI.
- 48) The Service Provider shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the SBI, etc.
- 49) The Service Provider will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee every month.
- 50) The Service Provider shall disburse the wages to its staff deployed in the SBI every month by direct credit to account to be opened with SBI branches. The Service Provider shall furnish the list of the employees along with a/c number to bank.
- 51) The Service Provider should have round the clock control room service in respective zones along with quick response teams to deal with emergent situations.
- 52) **OBLIGATION OF THE SERVICE PROVIDER**: The Service Provider shall ensure full compliance with tax laws & labour laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the bank fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.

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53) Dispute Resolution:

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

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

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

54) JURISDICTION OF COURT: The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

55) PAYMENTS: The payment will be made on completion of each calendar month based on the actual shift manned/operated by the Guards/Supervisors deployed by the service provider. The payment will be released to the PSA on production of following documents :

- (a) Invoice of the total amount payable.
- (b) Monthly duty roster.
- (c) Copies of pay slips (as per format given in the annexure C of Draft Agreement).
- (d) Documents and challans, evidencing submission of EPF & ESIC for the previous month of all employees. The challans must be accompanied with the list of employees deployed under this contract.
- (e) All payments to be credited to the individual's Bank A/c.

(Signature with date and seal of the Tenderer)