

ADMINISTRATIVE OFFICE , SBI AGRA

Part – I
(Technical Bid)

E-TENDER DOCUMENTS
FOR PROVIDING GUARDING SERVICES AT SBI
ADMINISTRATIVE OFFICE, AGRA

CHIEF MANAGER (HR),
Administrative Office,
State Bank of India,
59-61/4, Sanjay Place,
Agra-282002

CONTENTS

S. No	Description / Clause	
1	Notice Inviting Tenders	
2	Letter of Declaration	Annexure-A
3	Instructions to the Tenderer	Annexure-B
4	Sample Business Rule Document	
5	General Conditions of The Contract	
6	Special Conditions of The Contract	
7	Draft Memorandum of Contract	Annexure-C
8	Draft Format of Bank Guarantee in lieu of Security Deposit Format	Annexure-D
9	Draft Indemnity Bond Format	Annexure-E
10	Details of Sites and Deployment of Security Personnel	Annexure- F

NOTICE INVITING TENDER

**E-TENDER DOCUMENTS FOR PROVIDING GUARDING SERVICES AT SBI OFFICE
ADMINISTRATIVE OFFICE, AGRA**

Chief Manager (HR) on behalf of State Bank of India (SBI) invite tender for the captioned work from the empanelled vendors of Security Department, SBI LHO New Delhi for Guarding Service.

The other details of the tender are as under:

1.	Tender ID No.	AGRA/SECURITY/20210001
2	Name of Work	Tender for Providing Guarding Services at SBI Administrative Office, Agra
3	Estimated Amount of Works	Rs.1900000/- (Approx.)
4	Tender Processing Fees	NA
5.	Earnest Money Deposit (EMD)	NA
6	Initial Security Deposit (ISD)	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to one month salary of total number of personnel as Initial Security Deposit (ISD) in the form of demand draft/STDR issued by any Nationalized/Scheduled Bank favouring "State Bank of India." payable at Agra. The vendor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank as per the Bank's approved format.
7	Additional Security Deposit (ASD)	If the amount quoted by bidder/s is less than the estimated cost of Price Schedule – 2, Item no. H (Annual Uniform Charges) then the bidder/s will have to submit additional security deposit by Demand Draft/Joint STDR equal to the difference amount prior to the award of the contract. This clause is applicable for Price Schedule – 2, Item no. H only.
8	Date for issue of tender documents	29.09.2021 to 13.10.2021 from Bank's website https://sbi.co.in/web/sbi-in-the-news/procurement-news
9	Address for submission of signed & seal NIT (page no. 3-5), Annexure - A (page no. 6-7),	CHIEF MANAGER (HR), Administrative Office, State Bank of India, 59-61/4, Sanjay Place, Agra-282002

10	Last date & time for Bid submission	Up to 03:00 PM on 13.10.2021 Note : 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address at S.No. 9 and online at e-tendering portal https://www.tenderwizard.com/SBIETENDER SBI shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the complete Technical document duly signed with seal by the authorized representative/proprietor of the firm at the above mentioned office.
11	Date and Time of Opening of Tenders	At 3.30 pm on 13.10.2021 at address mentioned in S. No 12
12	Validity for Offer (Minimum)	90 days from the date of opening the Tenders.
13	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
14	Penalty/Liquidated damages	As per relevant clause in the tender document
15	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays)
16	Insurance	As per insurance clause of the tender document
17	Work Distribution	The allocation of work will be allotted to L – 1 bidder
18	Rejection Criteria	Conditional tenders
19	Online Service Provider Details for Reverse Auction	M/s Antares System Limited 24, Sudha Complex, 3 rd stage, 4 th Block, Basaveshwaranagar, Banglore (Karnataka) -560079 Mobile – 7503347659 email – pushpraj@antaressystems.com
20	Note - I	The allocation of work will be done to L-1

21. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

22. SBI reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

23. The bidder has to submit NIT and Annexure A to the address mentioned in the NIT superscribing **“Technical Bid for Providing Guarding Services at SBI Administrative Office Agra”**.

24. Any vendor quoting abnormal / unrealistic rates or amount in the Price Bid shall be asked to submit the rate justifications for the same. In case of failure to submit / convince SBI may lead to debar from participation from the future tenders of SBI Delhi Circle.

25. Any corrigendum/addendum in the matter will be published only in our service provider's portal <https://www.tenderwizard.com/SBIETENDER>.

26. In case of any queries/clarifications, vendors may contact Mr. Sushil Kumar Atri, Manager (Security) on mobile no. 8460419622, email id: sushil.atri@sbi.co.in or Mr. Amit Agrawal CM (HR) on mobile no. 9557975880, email id: cmhr.ao5delhi@sbi.co.in

Sd/-
Chief Manager (HR)

LETTER OF DECLARATION

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document)

CHIEF MANAGER (HR),

Administrative Office,

State Bank of India,

59-61/4, Sanjay Place,

Agra-282002

TENDER DOCUMENTS FOR PROVIDING GUARDING SERVICES AT SBI ADMINISTRATIVE OFFICE AGRA

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower basis mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

a	Description of work	Providing Guarding Services at SBI Administrative Office Agra
b	Earnest Money	NA
c	Validity of Contract	For an initial period of 1 year from the date of commencement of work. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions for a period not exceeding another 2 year subject to satisfactory performance.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI , the amount mentioned in the said conditions.

3. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the captioned work. We, therefore, undertake that we shall not

raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.

4. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

5. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

6. We, hereby, also undertake that, if the amount quoted by us is less than the estimated cost of Price Schedule – 2, Item no. H (Annual Uniform charges) then we will submit additional security deposit by Demand Draft/Joint STDR equal to the difference amount prior to the award of the contract. We, hereby, also undertake that if we fail to supply the Uniform etc (Price Schedule 2, Item no. H), Bank reserves the absolute right to deduct the applicable amount based on the estimated rate from the additional security deposit. We, hereby, also undertake that in case of replacement of housekeeping staff for whatsoever reasons, fresh set of items mentioned in the Price Schedule -2 (H) will be provided to the guard/s and we shall take into consideration the charges towards this while participating in the auction.

7. We, hereby, also undertake that, we will not raise any claim in the allocation of work by SBI Administrative Office, Agra to be allotted to L – 1 bidder.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

**Signature of the Tenderer
With Seal**

INSTRUCTIONS TO THE TENDERER

1. **Purpose:**

Providing Guarding Services at SBI Administrative Office Agra

2. **Invitation:**

The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposals adhering to Bank's requirements outlined in this Tender, from Bidders who are empanelled vendors of SBI.

This Tender Document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

3. **Eligibility Criteria:**

Bid is open to all empanelled bidders who are empanelled with Security Department, SBI, LHO, New Delhi under Guarding Services.

4. **Disclaimer:**

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by SBI to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

SBI reserves the right to accept or reject any bid/ offer received in part or in full, and to cancel the bidding process and reject all bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation

to inform the affected Bidder or Bidders of the grounds for the SBI on behalf of Bank's action. SBI reserves the right to reject any bid on security and / or other considerations without assigning any reason.

SBI reserves the right to cancel the entire bidding / procurement process at any stage without assigning any reason whatsoever.

The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Instructions to Bidder, Terms & Conditions of Contract, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBI is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

5. Clarifications & Amendments:

If deemed necessary the SBI may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

6. Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that SBI may take. All the bids with accompanying documents will become property of SBI.

7. Format and Signing of Bid

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
- ii. All pages of the bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- iv. Bid should be typed and submitted on A4 size paper [Font: Arial 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering

letter included with the bid and compliance certification statement required for submission of a proposal.

- v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. SBI may at its discretion extend the bid submission date. The modified target date & time will be notified on the.
8. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
9. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
10. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available only will be published only in our service provider's portal <https://etender.sbi>
11. The amendment will be binding on all bidders. SBI on behalf of Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through our service provider's portal <https://etender.sbi>
12. The Vendor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related requirements for the work specified.
13. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Vendor reserves the right to remove the personnel with prior permission of the Bank, except under emergencies / unavoidable circumstances.
14. The Vendor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
15. The Vendor shall issue identity cards/ identification documents to all its employees.
16. The personnel of the Vendor shall not be the employees of the Bank and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
17. The Vendor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
18. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
19. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.

20. Tenders received after the due date and time is liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence/ complaint shall be entertained in this regard.
21. The rate should be quoted in Indian Currency only.
22. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
23. The rate quoted by the tenderer shall remain firm and shall cover and include wages to the labourers / workmen, supervisors, administrative charges such as New Uniform (with company's name and logo/badge) including Seasonal Outfit, Shoes, Helmet, Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Reliever Uniform Charges Training, Medical, Washing Allowance, vendor's profit and supervision charges, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
24. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
25. Please note that it is bidder's responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
26. The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
27. No employee of SBI shall be engaged by the vendor during the course of carrying out the works.
28. If any bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
29. The vendor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-Charge.
30. If any of the labour employed by the vendor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work anymore and the Bank reserves the rights to ask vendors for immediately removal such person(s) with suitable substitute immediately.

31. The vendor has to submit the police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available, immediately.
32. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.
33. No alterations or additions are to be made by the vendors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
34. All the parts of this tender document i.e. Tender Notice, General Rules and Instructions to Tenderers, Offer Letter, General Conditions of Contract, Annexure etc. shall constitute part of the contract document.
35. The vendor shall follow such Act, Rules and Regulations of the Local Government Bodies, State/Central Government Labour Laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the vendor.
36. The vendor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, registration charges, etc., if any, shall be borne by the vendor.
37. Statutory deduction towards Income Tax, Work Contract Tax and any other Statutory Deductions as per the law prevalent will be made as per rules.
38. The vendor shall be responsible to ensure making payment of "Prevailing Minimum Wages", as notified by Central Government of India, Ministry of Labour & Employment, to their labour directly in their Bank accounts and shall produce relevant documents to the Bank for verification every month along with their monthly bills failing which bills may not be paid.
39. The vendor shall be bound to submit original challans and other documents with regard to payment of ESIC/ EPF/any other Statutory Dues/ Compliances/ Pay-slip along with monthly bill to the Bank, failing which bill will not be entertained.
40. No union formation is allowed.
41. The Vendor's supervisor shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.
42. The quantity for manpower mentioned in this tender is minimum indicative and not exhaustive. It shall, however, be sole responsibility of the vendor to ensure deployment

of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/ employer/ owner i.e. Bank without any extra charge and within the accepted tender amount only.

43. In case, any demand is raised by the Bank for providing additional manpower for any extra work/ activity other than those pertaining to the scope of work of the captioned contract, the vendor shall make arrangements for the same within reasonable time but not exceeding 7 days and cost thereof shall be paid by the Bank on the basis of rate quoted by the bidder in the Price Bid.
44. The bidder will have to comply with and act as per the regulations and guidelines of Private Security Agencies (Regulation) Act, 2005.

SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROVIDING GUARDING SERVICES AT SBI ADMINISTRATIVE OFFICE AGRA

(A) Business rules for e-tendering:

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

(B) Terms & conditions of e-tendering:

SBI shall finalize the tender through e-tendering mode for which M/s **E- Procurement Technologies Ltd.** has been engaged by SBI an authorized e-tendering service provider. Contractors are advised go through the guidelines given below and submit their acceptance to the same along with technical bid.

1. E-tendering shall be got conducted by SBI through M/s **E- Procurement Technologies Ltd.** on pre-specified date. While the contractors shall be quoting from their own offices/ place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by contractors themselves. In the event of failure of their internet connectivity due to any reason whatsoever it may be, it shall be the bidder's responsibility.
2. In order to ward-off such contingent situation(s), bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply etc. Or whatever

required so that they are able to circumvent such situation and still be able to participate in the e-tendering successfully.

3. Failure/ breakdown of power supply at the premises of contractors during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this or any other reasons whatsoever it may be, the time for the e-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. M/s. **E- Procurement Technologies Ltd.** shall arrange to assist your nominated person (s), without any cost to you. They shall also explain you all the rules related to the e-tendering. You are required to give your compliance on it before start of bidding process.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Currency & Unit of Measurement will be displayed in Online e-tendering.
6. BID PRICE: The Bidder has to quote the rate as per the tender document provided by SBI.
7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. Procedure of e-tendering:

Online e-tendering:

- a) The Price Bids will be available on the e- tendering portal of our service provider during the period specified in the NIT.
 - b) Online e-tendering for Price Bid submission through SBI's approved e-tendering service provider shall be open to technically qualified empanelled contractors of SBI.
 - c) The Price-Bid shall be made available online by the e-tendering service provider wherein the contractors will be required to participate in the reverse auction process.
 - d) The Contractors are advised not to wait till the last minute to submit their online quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, server problems etc. or any other reason whatsoever it may be.
 - e) It is mandatory to all the bidders participating in the price bid to quote their rates.
 - f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "**Incomplete Tender**" and shall be liable for rejection.
9. LOG IN NAME & PASSWORD: Each bidder is assigned a unique User Name/ Login Id & Password by M/s. **E- Procurement Technologies Ltd.** The Bidders are requested to change the password after the receipt of initial password from M/s. **E- Procurement Technologies Ltd.** All bids submitted from the Login Id given to the bidder will be deemed to have been submitted by the bidder.

10. BIDS SUBMITTED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once submitted and accepted by Bank, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall be at liberty to take action as deemed necessary including de-panelling such contractors.
11. At the end of the e-tendering, SBI will decide upon the winner. SBI decision on award of contract shall be final and binding on all the bidders.
12. SBI shall be at liberty to cancel the e-tendering process / tender at any time, before ordering, without assigning any reason whatsoever.
13. SBI or its authorized e-tendering service provider M/s. **E- Procurement Technologies Ltd.** shall not have any liability to bidders for any interruption or delay in access to the e-tendering service provider site/ portal, irrespective of the cause.
14. OTHER TERMS & CONDITIONS:
 - a. The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
 - b. The bidder shall not divulge either their bids or any other exclusive details of SBI to any other party/ bidders.
 - c. SBI decision on award of contract shall be final and binding on all the bidders.
 - d. SBI reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.
 - e. SBI its authorized e-tendering service provider M/s **E- Procurement Technologies Ltd.** is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - f. SBI or its authorized e-tendering service provider M/s **E- Procurement Technologies Ltd.** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc. or any other reason whatsoever it may be.

N.B.:

- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online e-tendering process.**

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between SBI and the vendor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

'Employer / Bank' means State Bank of India, Corporate Centre, Nariman Point, Mumbai.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'The Vendor or Vendors' means the firm, company or person engaged by the SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

'Site' means State Bank of India Administrative Office Agra where the works are to be carried out.

'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

'Works' or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the vendor hereunder and work to be done by the vendor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

2. LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

3. INSPECTION OF SITE:

The bidders are advised to inspect the sites before quoting their prices.

4. VENDOR TO INFORM HIMSELF FULLY:

The service vendor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the vendor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the vendors may contact at our office at SBI Administrative Office, Agra as detailed in the NIT.

5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

The Vendor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

7. AWARD OF CONTRACT:

- (i) The SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- (ii) The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBI/MS/SBI.
- (iii) The SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons thereof and the vendor shall have no right to make any representation for the same.

8. Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the vendor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Vendor.

10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The vendor shall be furnished one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

11. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for a sum equivalent to one month salary of total number of personnel as Initial Security Deposit (SD) in the form of FDR/TDR issued by any Nationalized Bank in favour of "State Bank of India A/c M/s (Name of the Vendor firm)" payable at Agra within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The vendor may choose to deposit the prescribed Security Deposit by way of Demand Draft / Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format approved/provided by the Bank. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the Bank.

12. The vendor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the

vendor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the vendor shall be personally responsible and shall make good the loss forthwith.

13. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI and the vendor each day on completion of work.

14. Without prejudice to any rights or remedies under this agreement if the vendor dies, the Bank shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the vendor.

15. INSURANCE OF WORKS:

- Before taking up the work, the Vendor shall, obtain and submit to the Employer, a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and vendor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of Rs 5 lac each, for any type of accident / incidence.
- The vendor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Vendor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtained requisite insurance cover.
- No work shall be taken up by the Vendor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Vendor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

16. ASSIGNMENT, SUBLETTING AND VENDOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the vendor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the vendor from the responsibility of the vendor from active superintendence of the work.

In case of breach, the Bank shall be at liberty to serve notice and rescind the contract along with forfeiting of the Security deposit and invoke the bank guarantee / performance guarantee if required.

17. PROTECTION OF WORKS AND PROPERTY:

The vendor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the vendor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, Bank reserves the right to invoke the security deposit as stated above to cover such losses.

The vendor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The vendor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the vendor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

18. WAGES TO BE PAID:

The Bank will pay the Vendor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per actual manpower deployed for the Housekeeping works and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Agra in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Guarding Service Vendor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the Guarding Service Vendor and fully understood by him/ them. The Guarding Service Vendor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the Security Guards and the break-up of same should be submitted by the Vendor in their price bid:

- Basic Pay
- D.A.

- EPF
- ESIC
- Bonus
- Any other statutory compliances (If and whenever applicable), as in detailed in price bid.

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Security Supervisor, Visitor Management Supervisor, Control Room Operator, Security Facilitator. The vendor may like to add any other component as they may desire to the above list to have better staff.

The vendor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected / disqualified.

19. UNIFORM:

The vendor shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to vendor on this account.

20. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India only after all documents as indicated below are submitted along with the bill:

- i. PF challan for the previous month.
- ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii. Wages/Salary amount credited in the Bank's account of individual,
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.

viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.

21. Whenever under the contract any sum of money shall be recovered from, or payable by the vendor, the same shall be paid by the vendor on demand. The SBI may also deduct such amounts from any dues of the vendor, or from any sum which at any time there after becomes due to the vendor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

22. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the vendor to engage adequate number of workers, in that event, vendor has to reimburse to SBI, the extra cost involved on this account.

23. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the vendor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

24. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Vendor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The vendor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The vendor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the vendor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

25. OTHER COMPLIANCES:

The Vendor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the vendors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the vendor at SBI site should have in possession Identity card issued by the vendors.
- The Payment slips should be issued by the vendors to the staff deputed on SBI site.

- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

26. LOCAL LAWS, ACTS, REGULATIONS

The vendor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The vendors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

The vendor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the vendor by an authority empowered under the relevant Act.

Any cost incurred by SBI in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the vendor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India / SBIIMS or may be recovered by the Bank from the vendor.

The Vendor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the vendor for this contract.

27. CONTRACT PERIOD:

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions for a period not exceeding another 2 years subject to satisfactory performance.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Vendor.
- If the vendor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the vendor during the contract period or extended period of service, the Employer may terminate the services of the vendor, by issuing one month's notice in writing to winding up.

28. DISMISSAL OF WORKMEN:

The vendor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The vendor shall take necessary steps as per law in such situations.

29. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBI or of the Vendor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (Forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

30. ACCIDENTS:

The vendor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The vendor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The vendor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized State Bank of India/SBIIMS officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SBIIMS/State Bank of India. In addition, the vendor to the authorized SBIIMS/ State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

31. LABOUR:

- i. The Vendor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The vendor shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Vendor shall submit on every month to the SBI a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The vendor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The vendor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The vendor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the vendor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank

- every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the vendor shall submit photostate copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
 - ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
 - x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
 - xi. The vendor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
 - xii. The vendor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
 - xiii. The vendor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
 - xiv. The vendor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
 - xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
 - xvi. The staff/workers employed by the vendor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the vendor.

32. TERMINATION:

- (a) Bank shall be at liberty to terminate the contract by issuing one month's notice to the vendor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Vendor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the vendor or abandoning the work, the State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Vendor's risk, cost and consequences and under such circumstances, the security deposit paid by the vendor shall stand forfeited, besides any other action deemed fit including de-paneling the vendor or debarring them in future tendering process.

33. INDEMNITY BOND:

- Vendor shall sign an Indemnity Bond in an approved format as per Annexure-E before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, non following the standard work procedures and for violating rules and regulations for which the vendor shall be solely responsible.
- In case of any damage to property by the vendor, Bank shall have the right to recover the cost of such damages from payments due to the vendor and decision of the Bank shall be binding on the Vendor.
- If the vendor fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the vendor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the Bank shall have the right to take corrective steps at the risk and cost of the vendor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the vendor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

34. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in UP and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in UP only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Agra** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

35. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Vendor in writing to that effect and the Vendor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Vendor shall be paid at the contract rates for works executed at site.

36. PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBI and can also claim the same in the invoice.

37. INSOLVENCY:

The competent authority of the State Bank of India may at any time by notice in writing summarily terminate the contract without compensation to the vendor in any of the following events, that is to say:

- i) If the vendor being an individual or if firm, any partner in the vendor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the vendor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the vendor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the vendor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

38. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
 - Any effort by the tenderer to influence the SBI in the SBI bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidder's bid.
- CORRUPT OR FRAUDULENT PRACTICES:
 - The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
 - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
 - "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
 - "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and.
 - "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
 - The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
 - The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
 - PENALTIES /LIQUIDATED DAMAGES:
 - The Vendor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 7th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the vendor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the vendor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If

such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Vendor. Also if Vendor failed to make payment of guards salary for one month then contract will be terminated.

- The Vendor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required numbers of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Vendor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from the Vendor to be paid within seven days to the credit of the SBI.

- PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (Manpower, Material etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, vendor has to take due care on this account while quoting the rates.

The SBI may consider renewal of contract for one year on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the vendor shall have no right to claim for the same.

- VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of one year from the date of commencement of work. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions for a period not exceeding another 2 years subject to satisfactory performance.. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the vendor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBI.

- ASSIGNMENT AND SUBLETTING:

The Vendor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

- SEXUAL HARASSMENT:

The Vendor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the vendor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the vendor is proved.
- iv. The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

- NON-DISCLOSURE:

The Vendor shall not disclose directly or indirectly any information, materials and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Vendor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Vendor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Vendor’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

SPECIAL CONDITIONS OF THE CONTRACT

1. The bidder will be responsible for Providing Guarding Services at SBI Administrative Office Agra.
2. The SECOND PARTY will be responsible for police verification of security Guards being deployed with FIRST PARTY.
3. The SECOND PARTY will be responsible for random & surprise checks on guards at said premises.
4. The SECOND PARTY to submit bifurcation of wages paid statement showing Basic, PF, ESI, Bonus etc. as per law in every month.
5. The guards shall perform 8 hourly duties in shifts with full alertness. In any case, the hours of work shall not be more than the statutory limits.
6. The guards shall report on duty on limit, well groomed and properly dressed.
7. While on duty, the guards shall not be under the influence of liquor or engage himself in unnecessary conversation or divert his attention away from duties.
8. The guards shall be polite and courteous and shall pay compliments to the officers occupying the flats/visiting officers to the guest house by saluting.
9. FUNCTION& RESPONSIBILITIES OF SECURITY GUARDS-

TO BE ARRANGED BY THE SECOND PARTY:

- Protect and safeguard FIRST PARTY' building and property, vehicles, etc of its occupants/persons occupying the flats. Prevent thefts, pilferage of the property of the Bank and occupants of its flats/guest houses.
- Maintain record of visitors in the register and check identify cards of all personnel and allow entry to authorized personnel only.
- Ensure that, personnel are entering through the approved entrances and check that the visitors go to the approved places only.
- Control vehicle movement and maintain proper access including orderly parking of vehicles.
- Check that materials going out of the gates are covered by proper authorization and recorded in appropriate registers. Also keep records of all materials coming in including diesel and tripping of DB/ DG Set, stoppages etc.

- Carry out patrolling of the area of responsibility. Be alert and observant of any breach of peace and discipline.
- To deal with anti-social, rowdy elements and remove them from the site as per the instructions of Supervisors.
- In case of riots, natural calamity, civil commotion, he will assist in establishing Law and order and evacuation.
- In case of fire/explosion, he will act as a member of auxiliary fire fighting squad and carry out crowd control, rescue and salvages operation.
- In case of crimes and theft, assist local police in investigation.
- Ensure that no sabotage attempt is made to the building of the FIRST PARTY by any kind of act. Further ensure that no theft, pilferage, etc takes place in the said premises.

10. OTHER TERMS & CONDITIONS FOR GUARDS- TO Be PROVIDED / ARRANGED BY THE SECOND PARTY-

a) Attribute

He shall be honest, obedient, loyal & physically and mentally alert. He shall be disciplined and shall obey instructions in letter and spirit.

b) Uniforms :

SECOND PARTY shall provide a minimum of two sets of Terry Cot Uniforms of approved shade, Black Shoes, Woolen Jersey for winter, Rain coat, Beret Cap and other accruements and ensure that the turnout of security guard is excellent all the time. They will not be uniforms similar to police, military, para military forces.

c) Manpower:

The SECOND PARTY shall provide the number of security guards as per schedule Annexure - I. SECOND PARTY will make provision for leave absenteeism due to any reason.

d) Discipline

In case contract security guards while on duty, are involved in irresponsible action, insubordination, dishonesty, intoxication, sleeping on duty, the FIRST PARTY shall ask the SECOND PARTY to replace such person, and the SECOND PARTY shall have to provide replacement immediately, not later than 24 hours.

e) TRAINING

Basic Training shall be imparted by the SECOND PARTY before placing them on duty. The guard shall be fully conversant with the use of fire extinguishers in order to take prompt action in case of fire incident.

11. NO DEVIATION IN COMMERCIAL TERMS & CONDITIONS OF CONTRACT SHALL BE ALLOWED. IF ANY SUCH DEVIATIONS ARE FOUND SUCH TENDER/QUOTATION SHALL BE LIABLE FOR REJECTION.

12. At his own expenses and prior to submitting his tender, each tenderer shall visit the site and determine the no. of security personnel required and familiarize himself with all central, state and local laws, rules and regulations.
13. The security personnel of the agency/company have to fulfill the following responsibilities:
 - i) Shall be responsible for all security measures and arrangements to safeguard the movable and immovable property.
 - ii) Exercising strict vigilance for protecting the property and assets from damage, loss, destruction, burglary & theft.
 - iii) Opening of locks of premises at commencement of office & applying the locks when the office closes.
 - iv) Prevention of unauthorized entry of personnel including all types of outside vendors in the premises. Getting the particulars of visitors entered in the relevant register.
 - v) Round the clock patrolling of scheduled specified area.
 - vi) Access control, checking of vehicles.
 - vii) Fire fighting in case of emergency.
 - viii) Any other work assigned to him by the competent authority.

It is also expected that the agency will make adequate arrangement for supervision to ensure efficient discharge of the duty by the personnel deployed. The contact details of the supervisor should be made available to the Bank. Further, wherever, more than one guard is deployed in a shift, one guard should be nominated as shift in-charge who will be responsible for the efficient discharge of duty by all the personnel in that shift. The security personnel of the security agency/ company must be fully equipped with proper uniform including winter and rainy season kit, lathis, torch, whistle etc.

14. The agency/ company will abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be reasonable and accountable for breach of violation of any of the provisions of any act, rules, Regulations, notification, Circulars issued from time to time by the Govt. of India or State Government. The agency/ company shall provide an undertaking to this effect prior to the commencement of the job and indemnify State Bank of India, Local Head Office, New Delhi against any breach of statutes/ law etc.
15. The rates will be firm for a period of 6 months from the date of commencement of the contract. However, in the event of revision of minimum wages by the Appropriate Govt. Authority, the minimum wages so revised will become payable from the date it is revised during operation of the contract.
16. The security agency/company will ensure that its staff will not at any time divulge/make known any trust information or other matters relating to these affairs of State Bank of India.
17. The security agency/company will ensure that the physical standards for the guards should be as per Private Security Agency Regulations Act 2005. Minimum age of the security personnel should be 18 years and maximum. 45 years. It is also mandatory for the Agency to have character and antecedents of the guards verified as per the Act, 2005.
18. The security personnel of the agency/company must carry proper photo identity card and name plate.

19. The agency/company will ensure that all its personnel are properly trained to carry out their duties.
20. In case of negligence, dereliction of duty, disorderly behavior, other misconduct by the security personnel of the security agency/company, the agency/company will take proper disciplinary action against such personnel.
21. The agency/company will ensure timely payment of wages to its personnel.
22. The agency/company will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding for the payment to the State Bank of India.
23. The agency/company will provide additional manpower in any number within reasonable time but not exceeding 7 days, if so required, on the written requisition of State Bank of India, on pro-rata basis.
24. The agency/company will execute the jobs under taken by it directly and with its own resources and will not give out any part of the assignment on the sub contract.
25. State Bank of India has the right to decrease the man power of any site after giving one month notice in writing.
26. Compensation package: In the event of failure/inability to provide security personnel as per deployment plan / requirement, State Bank of India may deduct 5% of the monthly invoiced value of the respective site apart from deducting the daily wages for each day absence of the number of security personnel.
27. Agency/Company to have full control over the workers engaged by them and take decision on the number of workers working on their working time. Bank shall specify the services and the quality only.
28. Agency/Company should be made responsible to attend to all complaints / requirements within the purview of the contract.
29. Agency/Company shall also be responsible for payment of wages and dues to their workers and Agency/Company would be liable for any liability arising out of violation of any law, local, state or control.
30. Agency/Company shall also be responsible to pay rates and wages and observe hours of work and conditions of employment as prescribed under the Minimum Wages Act (Central Govt.), Employee PF Act, and Bonus Act etc. It shall also be the responsibility of the Agency/Company to ensure that his directions are carried out by the persons employed by him.
31. The firm should be in possession of license issued by Govt. of National Capital Territory, Delhi as per Private Security Agencies Act, 2005. If not, the firm should have applied & be able to produce the same within 3 months of engagement, failure which, the services of the firm may be discontinued without any notice.
32. Agency/Company shall indemnify the Bank against any penalties/claims for any default on his part.
33. Agency/Company shall be responsible for any loss due to theft/pilferage/damage of Bank's property when such losses are caused due to negligence or carelessness or any

fault on the part of the Agency/Company or any of his employees and also liable to pay to the Bank such amount of loss as may be assessed. (The Bank's representative designated to assess damages should be specified along with amounts of penalty/lapses).

34. Agency/Company shall accept and bear full and exclusive liability for the payment of any or all taxes in force or hereinafter imposed, increased or revised from time to time by the Centre/State Government or any other authority with respect to or covered by wages, salary or other compensation paid or payable to persons employed by him.
35. Agency/Company shall fully comply with all applicable laws and rules and regulations including the payment of provident fund contributions, payment of Bonus Act, Workmen Compensation Act and/or such of the acts or laws or regulations passed by any Central/State Government, Municipal Authority including TDS as per the IT Act.
36. Agency / Company shall be responsible for proper maintenance of all registers, records and account so far as they relate to compliance of any statutory provisions/obligations.
37. Agency/Company shall bind himself / executors or administrators and shall indemnify the Bank against all claims, damages, proceedings, costs or any expenses whatsoever may be imposed, enforced or brought against the Bank or any of its directors or employees for reasons or consequent upon any breach or default on the part of the Agency/Company in respect of violation of any provisions of law/act/rule/regulations having the force of law.
38. Agency/Company shall be responsible for all the claims of his employees and the employees will not make any claim whatsoever against the Bank. The Agency / Company's workmen will not have any right whatsoever or absorption in the Bank.
39. Agency/Company shall obtain adequate insurance policy in respect of the workmen engaged by him for the work towards meeting the liability of compensation arising out of death, injury, disablement etc.
40. Agency/Company shall provide weekly off/holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services to the Bank on all days.
41. Contract will come to an end by efflux of time or earlier by one month's notice at the option of the Bank. If during the currency of the contract, any Government notification prohibits engagement of the contract labour for the purpose for which the Agency/Company has been engaged, the contract will come to an end forthwith and no compensation will be paid to the Agency/Company.

DRAFT MEMORANDUM OF CONTRACT FOR _____ SERVICES

(Site specific draft agreement shall be approved by the SBI prior to its execution)

This agreement is made at Agra on this day of

BETWEEN

STATE BANK OF INDIA, constituted and incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai and one of its Administrative Office, Agra through its Chief Manager (HR) (herein after referred as the FIRST PARTY) of the one part.

AND

....., a registered under the Companies Act, having its registered office at through its Managing Director ----- (herein after referred to as the SECOND PARTY) on the other part.

The Terms FIRST PARTY and SECOND PARTY wherever these occur in the body of this AGREEMENT shall mean and include their respective management, legal representative, administrators, assigns and successors-in-interest.

Whereas the FIRST PARTY IS occupying different residential complexes/Guest Houses at Delhi-NCR as per Annexure – I

AND WHEREAS the first party wishes to provide security at the said premises through an independent service provider/security agency, having experience in providing in such services.

AND WHEREAS the SECOND PARTY has the professional experience of providing security personnel/services and has been providing the same for a number of years to a well known corporate entities.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. The SECOND PARTY shall provide the security services as per scope of work detailed in Annexure - I to this agreement. The contract shall commence on and shall terminate on

2. The SECOND PARTY shall deposit with the FIRST PARTY a sum equivalent to one month salary of total no of personnel by means of DD/FDR/BG drawn in favor of State Bank of India, Agra as security deposit, which the FIRST PARTY would be entitled to adjust in case of default of any clauses of the present Agreement.

3. The FIRST PARTY shall pay to the SECOND PARTY A SUM OF Rs.....every month, in consideration of the SECOND PARTY executing the work in terms of this contract subject to changes depending upon changes in minimum wages as notified by the Government. The security deposit will be refunded after the lapse of the three months of the expiry of the contract.

4. If FIRST PARTY fails to execute the contract within 30 days after receipt of notice of award of work, In such cases Bank may disqualify the tenderer from tendering for further works under their jurisdiction.

5. No interest shall be paid by the Bank on any Security Deposit.

6. The SECOND PARTY shall be responsible for the proper performance of the duties of their personnel by engaging such staff as may be required by it so as to provide the given result, inter alia security at the said premises. The SECOND PARTY shall engage only such staff whose

conduct and behaviour is found to be good and their integrity is unquestionable. To ensure the antecedents of their staff, the SECOND PARTY would verify their antecedents. The SECOND PARTY shall also responsible for good discipline and conduct of its staff for purpose of carrying out the work under this agreement.

7. The SECOND PARTY shall be responsible to ensure uninterrupted service on all days to the FIRST PARTY, and shall make suitable alternative arrangements, if any staff engaged by him is on leave or weekly rest and /or holidays.

8. The security personnel of the SECOND PARTY must be fully equipped with proper uniform including winter and rainy season kit, lathis, torch, whistle etc.

9. The SECOND PARTY will abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be reasonable and accountable for breach of violation of any of the provisions of any Act, Rules, Regulations, Notification, Circulars issued from time to time by the Govt. of India or State Government. The SECOND PARTY shall provide an undertaking to this effect prior to the commencement of the job and indemnify State Bank of India, Administrative Office, Agra against any breach of statutes/ law etc.

10. The rates will be firm for a period of 6 months from the date of commencement of the contract. However, in the event of revision of minimum wages by the Appropriate Govt. Authority, the minimum wages so revised will become payable from the date it is revised during operation of the contract.

11. The SECOND PARTY will ensure that its staff will not at any time divulge/make known any trust information or other matters relating to these affairs of State Bank of India and will ensure customer data confidentiality. In case of breach security and leakage of confidential customer related information by any of its staff even after the contract expires or gets terminated, the SECOND PARTY will be held responsible for any consequence.

12. The SECOND PARTY will ensure that all its personnel are physically fit and mentally alert. Minimum age of the security personnel should be 18 years and maximum. 45 years.

13. The security personnel of the SECOND PARTY must carry proper photo identity card and name plate.

14. The SECOND PARTY shall engage fully trained and adequately experienced staff who are medically fit. They should be free from all infections/diseases. The SECOND PARTY shall get his staff medical examined at regular intervals The SECOND PARTY shall not permit to work or employ any person(s) who is/are suffering from any disease. Employees / security staff / individuals) engaged for providing services to the FIRST PARTY shall not claim permanent absorption in the STATE BANK OF INDIA as an employee.

15. The SECOND PARTY shall furnish to the FIRST PARTY , the list of all its staff engaged by him who will be working at the said premises at their instance. The SECOND PARTY shall also maintain regularly a log book regarding execution of work under this agreement which shall be placed before an official of the FIRST PARTY designated for this purpose.

16 In case of negligence, dereliction of duty, disorderly behaviour, other misconduct by the security personnel of the SECOND PARTY, the SECOND PARTY will take proper disciplinary action against such personnel.

17. The SECOND PARTY working at the said premises of the FIRST PARTY will have no right or lien whatsoever in the premises and the SECOND PARTY and its staff shall move out of the

premises at the instance of the FIRST PARTY.

18.. The SECOND PARTY will ensure timely payment of wages to its personnel.

19. The SECOND PARTY will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding for the payment to the State Bank of India.

20. The SECOND PARTY will provide additional manpower in any number within reasonable time but not exceeding 7 days, if so required, on the written requisition of State Bank of India, on pro-rata basis.

21 The SECOND PARTY will execute the jobs under taken by it directly and with its own resources and will not give out any part of the assignment on the sub contract.

22. The FIRST PARTY has the right to decrease the man power of any site after giving one month notice in writing.

23. In the event of failure/inability to provide security personnel as per deployment plan/requirement FIRST PARTY may deduct 5% of the monthly invoiced value of the respective site apart from deducting the daily wages for each day absence of the number of security personnel.

24. SECOND PARTY to have full control over the workers engaged by them and take decision on the number of workers working on their working time. The FIRST PARTY shall specify the services and the quality only.

25. The SECOND PARTY should be made responsible to attend to all complaints / requirements within the purview of the contract.

26. The SECOND PARTY shall also be responsible for payment of wages and dues to their workers and SECOND PARTY would be liable for any liability arising out of violation of any law, local, state or central. SECOND PARTY shall also be responsible to pay rates and wages and observe hours of work and conditions of employment as prescribed under the Minimum Wages Act, Employee PF Act, and Bonus Act etc

27. The SECOND PARTY shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulations and Abolition) Act, 1970 and will comply with and carry out all the provisions/ obligations under the said Act and furnish compliance report to the bank and the labor authorities

28. The SECOND PARTY shall be responsible to register himself and obtain a certificate under the Contract Labor (Regulation and Abolition) ACT, 1970 and rules there under, if required and he must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Chief Manager (Compliance & Operations) as may be required by the Act/Rules and shall indemnify FIRST PARTY against any penalties/claims for any default on his part A copy of the certificate shall be furnished to the FIRST PARTY.

29. The SECOND PARTY shall be responsible for any loss due to theft/pilferage/damage of Bank's property when such losses are caused due to negligence or carelessness or any fault on the part of the SECOND PARTY or any of his employees and also liable to pay to the FIRST PARTY such amount of loss as may be assessed. (The FIRST PARTY representative designated to assess damages should be specified along with amounts of penalty/lapses).

30. The SECOND PARTY shall accept and bear full and exclusive liability for the payment of any or all taxes in force or hereinafter imposed, increased or revised from time to time by the

Centre/State Government or any other authority with respect to or covered by wages, salary or other compensation paid or payable to persons employed by him.

31.The SECOND PARTY shall fully comply with all applicable laws and rules and regulations including the payment of provident fund contributions, payment of Bonus Act, Workmen Compensation Act and/or such of the acts or laws or regulations passed by any Central/State Government, Municipal Authority including TDS as per the IT Act.

32.The SECOND PARTY shall be responsible for proper maintenance of all registers, records and account so far as they relate to compliance of any statutory provisions/obligations. The SECOND PARTY shall preserve the documents and records in accordance with the legal/regulatory obligation of the Bank in this regard.

33.The SECOND PARTY shall bind himself/executors or administrators and shall indemnify the Bank against all claims, damages, proceedings, costs or any expenses whatsoever may be imposed, enforced or brought against the FIRST PARTY or any of its directors or employees for reasons or consequent upon any breach or default on the part of the SECOND PARTY in respect of violation of any provisions of law/act/rule/regulations having the force of law.

34.The SECOND PARTY shall be responsible for all the claims of his employees and the employees will not make any claim whatsoever against the FIRST PARTY. The SECOND PARTY workmen will not have any right whatsoever or absorption in the Bank.

35.The FIRST PARTY will not be responsible financially or otherwise for any injury/disablement/death caused to any staff of the SECOND PARTY while executing the work under the agreement. The SECOND PARTY shall obtain adequate insurance policy in respect of the workmen engaged by him in the execution of the contract work, against all risks as may be required under any provision of law and to meet the liability of compensation arising out of such injury/disablement/death at worksite and carry out all the provisions and obligation under the said Act and Rules and furnish all information to the Chief Manager (Compliance &Operations) as may required by the Act/Rules and shall indemnify the FIRST PARTY against any penalties/claims from any default on his part.

36.The SECOND PARTY shall provide weekly off/holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services to the FIRST PARTY on all days.

37.The SECOND PARTY shall bind himself and indemnify and hold harmless the FIRST PARTY , in respect of the contract including all claim ,damages, proceedings, costs, charges, and/or any expenses whatsoever which may be imposed, enforced, brought against the FIRST PARTY or any of its officers or employees for reasons of consequent upon any breach of contract or default on the part of the SECOND PARTY in respect of violation of any of the provisions of law/act/rules or regulations having the force of law or if any award of decision by the competent tribunal, court or authority in respect of the employees or any one employed/engaged by the SECOND PARTY in connection with this contract.

38. The SECOND PARTY shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement.

39. The FIRST PARTY shall deduct the amount of income tax or other taxes from the monthly payment of the contract to the SECOND PARTY as per the provision of the Income Tax Act.

40. As the SECOND PARTY has entered into similar contracts with different other concerns /establishments, (other than the FIRST PARTY) the second party shall be at liberty to transfer his staff in other concerns /establishment, after notifying the changes to the FIRST PARTY. Notwithstanding the fact that the staff of the SECOND PARTY shall be under its complete control, the FIRST PARTY shall always have right to demand that any particular staff member to

be replaced by another.

41. In the event that any complaint and/or claim is received from any person claiming to be aggrieved by any act/omission of any staff member of the SECOND PARTY ,the same shall be investigated by the FIRST PARTY. In the event that it is found that any loss be occasioned to any person by any such act/omission attributable to a staff of the SECOND PARTY than not withstanding any other remedy that the FIRST PARTY may have against the SECOND PARTY, the SECOND PARTY shall be liable for compensating the FIRST PARTY or any other person the full value of such loss damages and all other incidental expenses. In case of request from the FIRST PARTY to replace or change, The SECOND PARTY shall, forthwith upon receipt of such request, remove such staff member from the said premises and replace him with another. Such replaced staff member may be re-deployed at the said premises only in event that the FIRST PARTY clears him for that purpose in writing.

42. The FIRST PARTY shall not be liable toward any claim for overtime etc. unless such expenses is incurred pursuant to a special request of the FIRST PARTY in writing wherein it acknowledges that such request will entail additional expenses. In absence of such event the FIRST PARTY shall not liable for any expenses on any account whatsoever over and above what is expressly agreed to. In order to claim any such additional expenses the SECOND PARTY shall additionally be required to submit proof of having incurred such expense.

43. All notices and communications, pertaining to the present Agreement is required to be served by either of the parties hereto upon the other which shall be deemed to have been duly sent and served, if personally delivered or delivered at the address specified below duly acknowledged or sent by Registered A.D. post alone at address specified below:

44. In case the SECOND PARTY contravenes any provisions of the law, and the FIRST PARTY suffers any damage or loss or harm due to any act s of commission or omission of the SECOND PARTY, the second party is bound to indemnify the first PARTY. The second party shall also be responsible for the discharge of all legal liabilities and also for observing all laws and rules relating to labour laws. Any loss of property ,etc shall be made good by the SECOND PARTY.

45. If, in the course of execution of this contract by the SECOND PARTY any minor or major damage is caused by the SECOND PARTY or their security personnel, to persons and property of the FIRST PARTY , any claims arising thereof shall be recovered and settled directly by the SECOND PARTY and the SECOND PARTY shall render all assistance and cooperation to the FIRST PARTY , if any enquiry is held thereon.

46. It will be responsibility of the SECOND PARTY to guard, protect and secure the property for which his services are engaged. In case of any lapse, default and negligence due to which the FIRST PARTY suffers any loss, it will be the responsibility of the SECOND PARTY to indemnify the loss and damages to the FIRST PARTY. The FIRST PARTY will be at liberty to recover the same from the SECOND PARTY.

47. Each of the parties of the agreement agrees that it shall not assign or transfer all or any of rights or obligations hereunder without prior written consent of the other party. However, all agreements contained herein shall be binding upon the assign successors and transferees of both company and the contractor.

48. The SECOND PARTY shall ensure that duty schedule for each of its security personnel does not exceed eight hours at a stretch and also, ensure that relieving security personnel report for duty on time. Continuing duty beyond eight hours or performing double duty continuously in a shift shall be avoided except in case of any emergency. Repeated failure in adherence to this clause by the SECOND PARTY shall attract penalty of Rs.250/- (Rupees Two Hundred Fifty only) at the first instance, Rs.500/-(Rupees Five Hundred only) for the second

instance and for the third instance the SECOND PARTY shall attract penalty of Rs.1000/- (Rupees One thousand Only).

49. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, operation, scope or effect of this contract/agreement or validity or breach thereof shall be referred to arbitration by the Sole Arbitrator nominated by the Chief General Manager of the FIRST PARTY, under the provisions Arbitration Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration proceeding shall be Agra.

50. Contract will come to an end by efflux of time or earlier by one month's notice at the option of the FIRST PARTY. If during the currency of the contract, any Government notification prohibits engagement of the contract labour for the purpose for which the SECOND PARTY has been engaged, the contract will come to an end forthwith and no compensation will be paid to the SECOND PARTY.

51. In the event of termination of the services for any reason, the FIRST PARTY shall be entitled to engage any other vendor to perform the service at its discretion and SECOND PARTY shall provide all information and assistance for continuation of maintenance and services to the FIRST PARTY /new vendor.

Any dispute arising out of this contract shall be subject to the jurisdiction of Courts of New Delhi alone.

The SECOND PARTY has accepted and herein confirms that he shall abide and is willing to execute the work assigned to him, in accordance with the aforesaid terms and conditions.

This AGREEMENT is executed in duplicate with one copy being with each PARTY.

In Witness thereof the PARTIES have put their hands and seals on the day and year first herein above written.

Signed for and behalf of Signed for and behalf of

FIRST PARTY SECOND PARTY

Witness

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(Site specific format shall be approved by the SBI prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. _____ Value Rs. _____

Date:

To

The

State Bank of India,

.....

.....

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for Providing Guarding Services at SBI Administrative Office, Agra.

WHEREAS (Name and address of vendor/ vendor) (hereinafter called the Vendor) have entered into contract (for providing Guarding Services for State Bank of India, situated at Agra) with SBI letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Vendor has now agreed to produce a Bank Guarantee amounting to a sum equivalent to one month salary of total no of personnel less EMD by means of DD/FDR/BG of Rs.....(Rupees only), to SBI for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the vendor is required to furnish to SBI a Guarantee of a Scheduled Commercial Bank for a value of Rs..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the vendor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Vendor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the vendor, the Guarantor shall, on demand without demur and without reference to the vendor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by SBI is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupeesonly).

Such payment shall be notwithstanding any right the vendor may have directly against SBI or any disputes raised by the Vendor with SBI or any suits or proceedings pending in any competent court or before any arbitrator. SBI's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Vendor and or indulgence shown to the vendor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the vendor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the vendor or until discharged by SBI in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI

This guarantee shall not be affected by any change in the constitution of the vendor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to SBI in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

This guarantee will remain valid up to _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----
---, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the

SIGNED AND DELIVERED For & on behalf of (the above named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)

DRAFT INDEMNITY BOND FORMAT

(Site specific format shall be approved by the SBI prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Delhi on this _____day of _____month of year Two Thousand and Nineteen (2019) By M/s _____ duly represented by proprietor / one of its partners Shri _____, aged _____ years, son of Shri _____, residing at _____ (hereinafter referred to as "the Vendor")

In favour of State Bank of India, having its Corporate Office at Nariman Point, Mumbai.

Whereas State Bank of India has invited open bid tenders from the vendors for Providing Guarding Services for State Bank Of India, Administrative Office, Agra.

The Vendor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Vendor by SBI vide their letter.....

And whereas as per tender documents, the Vendor has to enter into a Contract Agreement with SBI and execute an Indemnity Bond before starting the work. The Vendor has entered into Contract Agreement with SBI on _____ (hereinafter referred to as "the Contract").

In consideration of SBI having awarded the above said Contract, the Vendor hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Vendor shall be solely responsible.

Further, Contactor hereby indemnifies and keep SBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Vendor.

Signature of Vendor with seal

ANNEXURE – F

DETAILS OF SITES AND DEPLOYMENT OF SECURITY PERSONNEL

Security services at following sites for deployment of Security Facilitators.

S.N	LOCATION / SITE	SECURITY FACILITATOR	TOTAL
1	Administrative Office, Agra	5	5

Note: Numbers of Sites / Security Personnel to be engaged may vary depending upon Bank's requirements from time to time.