

TENDER ID	HYD/CSO/2023-24/SG/001
DATE	16.08.2023



CIRCLE SECURITY DEPARTMENT, LHO, HYDERABAD
INVITES

TENDER FOR

EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVISIONING OF EX-SERVICEMEN (ESM) GUARDS & LADY GUARDS FOR THE BANK'S ESTABLISHMENTS/OFFICES IN THE GEOGRAPHICAL AREA OF TELANGANA STATE.

THE AGENCIES WITH NECESSARY EXPERIENCE IN THE AREA WILL BE CONSIDERED FOR EMPANELMENT PROVIDED THEY MEET THE CRITERIA FOR PRE-QUALIFICATION MENTIONED IN THE APPLICATION.

**The Assistant General Manager & CSO
Circle Security Department
Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 001
PH:040-23466361**

NOTICE INVITING APPLICATION

Circle Security Department, Local Head Office, Hyderabad, State Bank of India Hyderabad invites applications from the eligible agencies for EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVISIONING OF EX-SERVICEMEN (ESM) GUARDS & LADY GUARDS FOR THE BANK'S ESTABLISHMENTS/ OFFICES IN THE GEOGRAPHICAL AREA OF TELANGANA STATE.

1	Name of the work	Empanelment of Private Security Agencies for provisioning of Ex-Servicemen (ESM) Guards & Lady Guards for the Bank's establishments in the geographical area of Telangana State.
3	Date and Time where application forms are available	Available from 16.08.2023 to 06.09.2023 by 03:00 PM at https://www.sbi.co.in
4	Time and last date of submission of application in physical form	Up to 3.00 PM on 06.09.2023
	Contract Period	The initial period of contract is for 1 year renewable for further period of 2 year with same terms and conditions, subject to review of satisfactory services by Circle Security Department, LHO, Hyderabad.
	Payment terms	The amount will be paid on monthly basis after successful completion of the month and the satisfactory service during the month.
5	Date, Time and Place of opening of applications	On 07.09.2023 at 1100 hrs. onwards Assistant General Manager & CSO Circle Security Department Ground Floor, Local Head Office, State Bank of India, Bank Street, Koti, Hyderabad – 500 001 PH:040-23466361 email id : cso.lhohyd@sbi.co.in

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

Assistant General Manager & CSO
Circle Security Department
State Bank of India

Request for Proposal

Empanelment of Private Security Agencies for provisioning of Ex-Servicemen (ESM) Guards & Lady Guards for the Bank's establishments/ offices in the geographical area of Telangana State.

UNDER THE CONTROL OF SBI HYDERABAD CIRCLE

Circle Security Department on behalf of STATE BANK OF INDIA, (a body corporate constituted under the State Bank of India Act 1955 and having one of its Local Head Offices, at Koti, Hyderabad, hereinafter referred to as 'The Bank' which expression shall include its successor and assignees) intends to prepare a panel of reputed, reliable and experienced reputed Private Security Agencies for provisioning of Ex-Servicemen (ESM) Guards & Lady Guards for the Bank's establishments in the geographical area of Telangana State.

Interested parties/ individuals may apply on Application Form, Security agency may apply by submitting their application for the captioned work. The Application Forms can be downloaded from the Bank's **website <https://www.sbi.co.in> under 'Empanelment of Vendors' in 'Procurement' menu.**

The completed applications, along with their enclosures & documentary proof, received at the office of the undersigned as per schedule of events shall only be processed. No applications will be received thereafter. The above timeline holds good even for all the postal/courier deliveries. As such the Bank does not hold any responsibility for the any delay during transit, whatsoever.

The Bank may reject incomplete/ late received applications and also reserves its right to cancel empanelment by giving a notice of one month without assigning any reason.

The applicants should visit the above website at frequent intervals for any corrigendum up to closing hours of submission of applications.

Assistant General Manager & CSO
Circle Security Department

SCHEDULE OF EVENTS:

S.No	Schedule of Events	Timelines
01	Application for Empanelment Document Availability	Application for Empanelment can be downloaded from website https://www.sbi.co.in under 'Empanelment of Vendors in 'Procurement' menu from <u>16.08.2023, 03:00 PM onwards</u>
02	Pre-Bid Meeting	28.08.2023 at Circle Security Department address at 11:00 AM. Any changes in the pre-bid meeting date will be intimated separately in the Corrigendum.
03	Last date and time for submission of Applications for Empanelment.	Upto <u>03:00 PM on 06.09.2023</u> at the address given below.
04	Opening of Applications for Empanelment and preliminary scrutiny of documents	<u>COMMENCES FROM 11:00 AM on 07.09.2023</u>
05	Technical Presentation	Will be intimated later to the shortlisted applicants
06	Contact Address	Assistant General Manager & CSO Circle Security Department Ground Floor, Local Head Office, State Bank of India, Bank Street, Koti, Hyderabad – 500 001
07	Contact Phone	040-23466361
08	Contact Email	cso.lhohyd@sbi.co.in

IMPORTANT INSTRUCTIONS

1. All Applications for Empanelment must comply to Eligibility Criteria **Clause 2** in the Notification.
2. Bank reserves the right to change the dates mentioned in this RFP document, which will be uploaded in the website as corrigendum.
3. The information provided by the Security Agency in response to this RFP document will become the sole property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised through our website and such amendments will be binding on them.
4. Please note that all the information desired needs to be provided. Incomplete information would lead to disqualification/ non-consideration of the proposal.
5. **Conditional Applications will not be considered** and will be rejected summarily.
6. Each page of the RFP documents along with its enclosures needs to be signed by the Authorized signatory with company seal affixed.
7. Application received after due date and hours will not be entertained. Postal delay, if any, will not be considered.

DISCLAIMER

1. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Applicants. No contractual obligation, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Applicant.

2. The purpose of this RFP is to provide the Applicant(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each security agency may require. Each Security agency should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, obtain independent advice/clarifications. 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 RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the details/ requirements/ terms & conditions/ instructions in this RFP.

3. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Security agency or Applicant under any law, statute, rules or regulations or tort, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in the Empanelment process.

4. The Bank also accepts no liability of any nature, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

5. The issue of this RFP does not imply that the Bank is bound to select an Applicant or to appoint the selected Applicant, as the case may be, for the project and Bank reserves the right to reject all or any of the Applicants or Applications for Empanelment without assigning any reason whatsoever.

6. The Applicant is expected to examine all instructions, forms, Terms and Conditions and specifications in the RFP. Failure to furnish all information required in the Application for Empanelment or to submit an Application for Empanelment not substantially responsive to the Application for Empanelment in all respects will be at the Applicants risk and may result in rejection of the Application for Empanelment.

INTRODUCTION

1. BROAD SCOPE OF WORK:

Provisioning of Private Security ESM guards and Lady Security Guards through Private Security Agencies for the Bank's establishments/ offices in the geographical area of Telangana State.

1.	Access Control: Keeping watch on the persons entering/exiting from the premises, marking entries in the registers kept at the gate for the purpose.
2.	Frisking and checking credentials of General Public entering Bank's Residential quarters/ offices to prevent any unauthorized items being taken inside the premises.
3.	Vehicle parking management: All vehicles except those belonging to staffs will be parked outside the office premises.
4.	Patrolling along the perimeter at regular intervals and as and when instructed.
5.	At any point of time manning of Guard Posts by at least one Security Guard.
6.	Any other task which may be required to be done keeping in mind the interest of the Bank.
7.	Any other work assigned by the Security Officer of the Bank from time to time.
8.	The guards shall perform duties of 8 hours shifts 1st Shift: 0600 hrs to 1400hrs, 2nd Shift: 1400 hrs to 2200hrs, 3rd Shift: 2200 hrs to 0600 hrs
9.	All the ESM guards shall be from Fighting Arms of Indian Army, aged 45 years or below at the time of deployment, AYE / SHAPE-1 medical category and EXEMPLARY character (to be verified from their Discharge Book).
10.	No guard will perform more than one shift duty per day at any of the above sites.
11.	Any type of tax, fine, penalty or such other expenses under State and / or Central Rules & Regulations that may come up during the course of engagement shall be payable by the Security agency and shall no be reimbursable by the Bank. In case of default, Bank shall recover the amount from the payments due to the Security Agency.
12.	Security agency shall strictly comply with all labour and such other statutory laws in relation to the services to be provided and the personnel engaged by the Security agency and shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any contract for any purpose between the bank and said personnel so engaged by the Security Agency. The bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Security agency and it shall be the sole responsibility and liability

	of the Security agency to answer all such claims or demands of the said personnel so engaged.
13.	Security agency undertakes absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensations which may arise out of any claim, suit or prosecution for contravention thereof. The Security agency shall indemnify and hold the Bank harmless from any loss, claim, demands, charges, damaged, costs, taxes, duties, additions, penalties etc.
14.	Security agency shall possess for the entire duration of the contract, all the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation & Abolition) Act 1970 and rules there- under. He shall comply with all rules and regulations in force under the said Act and Rules. He shall further comply with all applicable laws, rules and regulations relating to Provident Fund, Minimum Wages Act or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall be dealt with and settled by the Security agency only.
15.	Security agency shall in terms of the provisions of Sections 16, 17 & 18 of the Contract Labour (Regulation & Abolition) Act 1970 and rules framed under the said act provide the prescribed amenities to its personnel. In case of failure of the Agency in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Agency. The Agency shall be responsible for proper maintenance of all Registers, Records and Accounts in compliance of all statutory provisions/ obligations.
16.	In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act 1970 and the Rules 72 &73 of the Rules framed there-under, in case the same are applicable to the Agency, the Agency shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representative of the Bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the law will entail forthwith termination of this contract in addition to such penal consequences as may be attended with, under the terms of contract.
17.	The Bank shall deduct taxes deductible at source as required by any law(s) and / or regulation(s) from time to time
18.	The Agency shall maintain all the records up to date in relation to this contract and produce the same before the Bank on demand by the Bank for its verification / audit / perusal. The Bank shall have right to inspect all records / books as required to be maintained by the Agency under various statute.

19.	The Agency agrees to put in its best efforts to meet the Bank's assignments and maintain the standards as applicable. The Agency shall not knowingly or unknowingly, engage any person with criminal records / conviction, or a person having doubtful character. The Agency shall provide the names and bio-data of the security guards for Bank's approval and shall verify the antecedents of these security personnel from police authorities before engaging them for Bank duties. If, on later date, it is found that the Agency has employed any person with criminal record, the Bank shall have the option to terminate the contract without any prior notice including claiming damage or losses suffered, if any.
20.	The Agency shall compensate the Bank for any loss and / or damage caused to the Bank as a consequence of non-compliance of all or any of the terms and conditions of Contract or for the misconduct or negligence of all or any of his employees. The Bank shall be entitled to adjust such amount as claim against the future or outstanding payments due to the Agency. Any such claim or loss and / or damage made by the Bank shall not amount to a waiver for Bank's right to terminate the contract.
21.	In the event the contract is terminated consequent to the non-compliance of the provisions of the agreement or by efflux of time or by the operations of Govt Orders / Notifications or any other reason, whatsoever, no further liability or obligation shall accrue to the Bank except for any charges due at the time of such termination.
22.	The Agency and / or his employees, agents and representatives shall perform all services as an independent service provider on non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and the Agency. The Agency acknowledges that his rendering the services are solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof. The Agency's personnel, employees, agents etc have no authority / right to bind the Bank in any manner for payment of salary, provident fund, leave, medical claims, supervision and control of the Agency, for any such claim / right as per Law.
23.	The Agency shall provide all the necessary equipment such as torchlight, battery, uniform, whistle, identity card etc on its own cost and expenses and the Bank shall not be liable to reimburse any of such expenses incurred by the Agency. The Agency shall maintain the muster and leave record register of its employees. In case of weekly off or leave of any type of its employees, the Agency shall make necessary arrangements to replace the substitute for the same with another person.

24.	The Agency shall on its own expenses, throughout the tenure of the contract and extensions thereto, if any, maintain insurance coverage for all types of its employees, agents, representatives, equipment etc.
25.	The Bank shall have no liability whatsoever for any loss or injury to any individual assigned by him to perform the services, while on Bank's premises or anywhere else, including any liability that may arise as a result of malfunctioning of any equipment or otherwise howsoever.
26.	Notwithstanding anything herein contained, if in the opinion of the Bank, the interest of the Notwithstanding anything herein contained, Bank is jeopardized in any manner, whatsoever, then the Bank shall terminate the contract by giving thirty (30) days' notice in wiring.
27.	The Agency should be in a position to deploy all the Ex-servicemen (ESM) guards only within 20 days of receiving the Bank's Offer Letter.
28.	Notwithstanding the above, if the Agency discontinues its business at any point of time due to any reason, the Agency shall give notice in writing sixty (60) days prior to the closure of its business to the Bank and shall give all necessary assistance to the Bank till the services hereto handled by the Agency is suitably transferred to other agency by the Bank.
29.	<p><u>DUTIES OF SECURITY PERSONNEL:</u></p> <p>(a) The primary duty of the security guards provided by the Agency is to provide protection round the clock to all the authorized inmates of the Bank & Bank's property against any theft, burglary, snatching, dacoity, fire, pilferage, sabotage, natural calamities etc. The guards shall be responsible for physical security of the establishments.</p> <p>(b) The security guards on duty should perform 8 hours shift duty by rotation, in the following shifts: 1st Shift: 0600 hrs to 1400hrs, 2nd Shift: 1400 hrs to 2200hrs, 3rd Shift: 2200 hrs to 0600 hrs</p> <p>(c) He shall perform diligently all such lawful duties as may be assigned to him by Bank.</p> <p>(d) He shall be fully conversant with the standing instructions about his duties and responsibilities, with a special reference to his post, layout of the building, telephone numbers of Security Officer, Fire Brigade and the Police to enable him to inform the officials while on duty.</p> <p>(e) He shall wear identity card provided by the contractor while on duty.</p>

(f) He shall be vigilant and alert on duty and will not be under the influence of drugs/liquor on duty. He shall not leave his post until properly relieved.

(g) He shall guard and protect all assets of the Bank.

(h) He shall be polite and courteous, yet firm in his dealings with the public.

(i) He shall exercise restraint and avoid being provoked. While at the gate, he shall ensure proper access control as per instructions on the subject, to prevent unauthorized entry.

(j) He shall not allow any visitor effecting ingress into the premises with unauthorized weapons/materials like fire arms, explosives, etc,

(k) He shall keep a close watch inside and outside the premises and incase of any anticipated/ existing risk, suspicion, he shall immediately take appropriate action as warranted and also report the matter to his Superiors / Security Department of the Bank/ Police, if necessary.

(l) While on patrol duty the security shall be vigilant, alert and careful against any suspicious movement within and around the premises.

(m) While on duty, he shall ensure that squatters, hawkers or undesirable characters do not encroach our premises.

(n) He shall be thoroughly conversant with the security standing orders, fire fighting orders and other orders issued from time to time on matters covering security duties of the Bank.

(o) He shall be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the supervisory security staff in cases of any eventuality.

(p) In addition to the above, Security Guards so engaged can also be assigned additional duties depending upon unforeseen situations.

(q) Disclosure of information to unauthorised persons : The Security Guard shall not divulge to anyone other than the Bank, or in such manner and to such person as the Bank directs, any information acquired by him with respect to work which he has been assigned to perform.

2. **ELIGIBILITY CRITERIA:** Eligibility criteria for each of the following should be fulfilled for further evaluation of Application for Empanelment. **Not fulfilling any one of the criteria will result in rejection of Application for Empanelment.**

1.

SI No	Criteria	Checklist
1.	Empaneled by Directorate General Resettlement (DGR) with valid empanelment certificate of minimum 2 years.	
2.	Registered under Private Security Agencies (Regulation) Act (PASARA), 2005 and having a valid license.	
3.	Preferably should have been in this business of providing security services at least for the last 3 years (The applicant should submit documentary evidence in support of minimum experience of 3 years).	
4.	Should have his own Establishment/Set up/ Mechanism to provide training of guards.	
5.	Agency should have office at Hyderabad.	
6.	The firm shall comply with all the requirements related to Labour Laws, Minimum Wages as per Minimum Wages Act, 1948 as prescribed by the Central Government and instructions of all rules and regulations etc. of Government. Rates quoted by the firm should comply with the minimum wages prescribed by the Central Government time to time. The successful contractor should submit the documentary proof of payment of the prescribed minimum wages. Valid E-registration under Contract Labour Act, if applicable.	
7.	Valid GST Number	
8.	Must have PAN No. and latest Income Tax Returns for last 3 years i.e. 2020-21 2021-22 and 2022-23.	
9.	Should submit latest Audited Balance Sheet for last 3 years i.e. 2020-21 2021-22 and 2022-23.	
10.	Should possess valid license issued under Private Security Agencies Regulation Act, 2005 valid for the State of Telangana	
11.	Should have all the necessary legal/statutory approvals to do this business in Hyderabad	
12.	Have National/Local presence	
13.	Valid license to take-up/ execute the work	
14.	Should submit the Client wise names of the work executed, awarded, actual cost of executed works, names, address and of contact details of officers/ authorities/ departments under whom the works executed should be furnished.	

2.

(1)	(2)	(3)	(5)	(6)
S. No	Category	In Business for a continuous period as on 31/03/2023	Total Business Turn Over (Best 3 out of 5 last years) Rs	Sum total of Similar work completed in last 05 years (Rs) (From 01.04.2018 to 31.03.2023)
(1)	Provisioning of Ex-Servicemen (ESM) Guards & Lady Guards	07 Years	70 Lakhs	56 Lakhs for 1 Client for above period. or 70 lakhs for 2 Client for above period. or 84 lakhs for 3 Client for above period.

3. **Definition of similar works:** Applicants should have supplied, monitored and controlled the ex- service man/civilian security guards in Govt Departments/ PSUs / Banks /Financial Institutions/ Reputed Corporate Offices / IT, Pharma & Chemical Industries etc which is acceptable to the Bank.

Note: Bidders has to submit work order/ experience letter from the client and contact no & address of the client.

In the absence of above documents / certificates, the Application for Empanelment will be **summarily rejected**.

4. **GENERAL**

4.1 **Tender Documents** The work has to be carried out strictly according to the conditions stipulated intender consisting of the following documents and the most workman like manner.

4.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :

- Price Bid
- Technical Specifications

- General Conditions of Contract
- Instructions to Tenderers

4.3 The tender documents are not transferable.

4.4 **Site Visit:** The tenderer must obtain himself on his own responsibility and his own expenses all information and data, which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.5 **Earnest Money**

- i. The technical qualified agencies are requested to submit the Earnest Money as specified in NIT before financial bidding.
- ii. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with above shall be rejected.
- iii. No interest will be paid on the EMD.
- iv. EMD of unsuccessful tenderers will be refunded within 15 days of award of Contract.
- v. EMD of successful tenderer will be retained as a part of security deposit.
- vi. **Agencies registered under MSME & NSIC are not exempted for payment of EMD.**

4.6 **Security Deposit/ Performance Bank Guarantee (PBG)**

- i. The EMD & ISD of the successful tenderer will be converted into security deposit and the same will be refunded after satisfactory completion of contract period or submission of PBG with a validity of 3 years.
- ii. No interest shall be paid to the amount retained with the Bank as Security Deposit.
- iii. Signing of Contract Documents
- iv. The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will

constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

4.7 Contract Period One year subject to review at quarterly interval for satisfactory services). However successful bidder can terminate the contract after giving 3 months notice in advance. Bank can also terminate the contract after giving one month notice in advance.

4.8 Validity of Tender Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

4.9 Penalty If we found that the contract or as contracted any irregularities in maintaining records, duties, not arranging for reliever for guards etc, which is required for better operation, we will impose suitable penalty.

4.10 The tenderers shall quote their rates both in words and figures, in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail.

4.11 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

4.12 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

4.13 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Bank.

4.14 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

4.15 Each page shall be totaled and the grand total shall be given.

4.16 The rate quoted shall be firm and shall include all costs, allowances, excluding of GST

5. **DETAILS OF PAYMENT:** Specified in the NIT.
6. SBI reserves the right to accept or reject any or all tenders without assigning any reason.
7. **Contractors to sign in all the pages of the tender and shall be duly Stamped**
8. **Clarification of Tenders.** To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the tenders. If a tenderer does not provide clarifications of its tender by the date and time set in the Bank's request for clarification, its tender shall be liable to be rejected.
9. **Signing of Contract.** The successful tenderer shall execute an agreement with the Bank on Non- Judicial stamp paper of value not less than ₹100/- within 15 days of award of work. The stamp duty shall be borne and paid by the Contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
10. **Performance Bank Guarantee.**
- 10.1 The successful tenderer shall furnish along with the contract, a Performance Bank Guarantee (PBG) of an amount equivalent to three months of wages and service charges in accordance with the Proforma given in NIT. The PBG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.
- 10.2 Failure of the successful tenderer to submit the Performance Bank Guarantee or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
- 10.3 The PBG shall be released without interest after two months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will

be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

11. Security agency must have valid PAN and GSTIN Number and should have complied with all applicable statutory provisions/ obligations.

12. **WORK COMPLETION CERTIFICATE:**

Experience of having successfully completed the security manpower related works during last 7 years up to 31.03.2023, (as per Clause 2) along with self attested copies of work order and successful **work completion certificates (equipment need to be highlighted in the work order & completion certificate)** must be provided. Original documents must be produced on demand. Non-submission of completion certificate will mean that the required amount of work has not been done and the proposal will be summarily rejected.

13. **Satisfactory Performance Certificate** (in original) from the customer where the provisioning of guards has been done is to be enclosed/ attached.

14. The applications from intending security agencies who are under arbitration/ litigation with our Bank or have been blacklisted/ de-listed/ depanelled for past 02 years by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment. An Affidavit to this effect needs to be submitted by the Security Agency as per Bank's requirement.

15. The security agencies applying for empanelment should have provided security services to **at least five** Government / PSUs, Banks (Public/ Private sector) for at least 3 years in last seven years. **(Security Agency should provide reference of the institution they have worked with and they will qualify only if the Bank get positive feedback from those institutions)**

16. **INHERENT COST FOR EMPANELMENT:** The participating Applicants shall bear all the costs associated with or relating to the preparation and submission of their Applications for Empanelment including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Application for Empanelment. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant regardless of the conduct or outcome of the Empanelment process.

17. **SUB-CONTRACTING:**

17.1. The agency shall not assign or sub-contract, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

17.2. The agency will not subcontract or permit anyone other than the agency's qualified personnel to perform any of the work, services or other performance required or under this agreement without the prior written consent of the Bank.

18. **THE APPLICATIONS FOR EMPANELMENT**

18.1. The security agency is expected to examine all instructions, forms, terms & conditions and specifications in the Application for Empanelment. Failure to furnish all information required for the Empanelment process or to submit an application not substantially responsive to the Empanelment process in every respect will be at the security agency's risk and may result in the rejection of the Application.

18.2. The security agency shall indicate the measure of compliance to each paragraph of this RFP. While preparing the compliance report, if the security agency feels that additional information would be required for enabling full understanding of the security agency's offer, such points should be supplemented by additional description information.

18.3. **All papers / documents/ attachments of the application must be serially numbered, indexed and flagged.**

18.4. The information provided by the Applicants in response to this RFP will become the property of SBI and will not be returned. Incomplete information in empanelment application may lead to non-consideration of the proposal.

19. **CLARIFICATION / AMENDMENT OF BIDDING DOCUMENT**

19.1. All the doubts raised by the security agency will be clarified during Pre-bid meeting.

19.2. No individual clarification will be sent to the security agency. It is the responsibility of the Security Agency to check the website before final submission of applications.

19.3. Relaxation in any of the terms contained in the empanelment process, in general, will not be permitted, but if granted by Bank, the same will be put up on Bank's Website.

19.4. All security agencies must ensure that such clarifications / amendments have been considered by them before submitting the application. Bank will not take responsibility for any omissions by security agency.

19.5. The empanelment document prepared by the security agency, as well as all correspondence and documents relating to the empanelment process exchanged by the security agency and the Bank and supporting documents and printed literature shall be submitted in English.

19.6. SBI reserves the right to amend, rescind or reissue the RFP at any time prior to the submission of applications. The Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective applicant, may modify the empanelment document, by amendment which shall be made available to the applicants by way of corrigendum/addendum. The interested applicants are advised to check the Bank's website regularly till the date of submission of empanelment document specified in the schedule of events and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the application. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating applicants. Bank will not take any responsibility for any such omissions by the applicants.

19.7. All the related queries will be answered only in the pre-bid meeting.

20. **EXTENSION OF DEADLINE FOR SUBMISSION OF APPLICATIONS:**

The Bank at its discretion may extend the deadline for submissions of applications. A reasonable time will be given, after pre-bid meeting, to incorporate necessary amendments, if any, in preparing the applications.

21. **DOCUMENTARY EVIDENCE ESTABLISHING SECURITY AGENCY'S ELIGIBILITY AND QUALIFICATIONS:**

The documentary evidence of the security agency's qualifications to perform the Contract, if its application process is accepted, shall be established to the Bank's satisfaction that

adequate, specialized expertise are available to ensure that the services are responsive and the applicant will assume total responsibility for the fault-free operation.

22. **EARNEST MONEY DEPOSIT (EMD)**

22.1. The security agency may have to pay an **one time EMD** as specified by Bank for provisioning of security guards for which applicant intends to participate / quote in form of Demand Draft (DD) favouring **AGM & CSO, SBI, HYDERABAD LHO** payable at **Hyderabad** at the time of e-tendering.

22.2. The EMD is required to protect the Bank against the risk of security agency's conduct/performance, which would warrant for the EMD's forfeiture.

22.3. At the time of commercial bidding/ reverse auction after empanelment process, the security agency should submit **one time EMD** as specified in the tender document. The tenders submitted without EMD will summarily be rejected.

22.4. The successful security agency must submit Performance Bank Guarantee (PBG) equivalent to 10% of the order value. The orders will be issued only on submission of PBG with validity for the period of the contract/warranty. The format for Performance Bank Guarantee is given in **Appendix-6**.

22.5. The EMD will be forfeited:

- a. If an agency makes any statement or encloses any form which turns out to be false / incorrect at any time prior and / or after signing of Contract; or
- b. In case the successful applicant fails:
 - (i) To sign the Contract.
 - (ii) To perform the contract as per tender specification and instructions.
- c. If it is found that the applicant is involved in arbitration/ litigation with our Bank or has been black listed/ de-listed/ depanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices.

d. If it is found that the contract have been signed by misrepresentation or in contravention of the any of the terms of the empanelment process.

23. **PERIOD OF VALIDITY OF EMPANELMENT APPLICATIONS**

23.1. Applications shall remain valid for a period of 180 days from the date of opening. An application valid for a shorter period may be rejected by the Bank as non-responsive.

23.2. In exceptional circumstances, the Bank may solicit security agency's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

23.3. The Bank reserves the right to call for fresh applications for empanelment at any time during the validity period, if considered necessary.

24. **DOCUMENTS COMPRISING THE EMPANELMENT APPLICATION**

24.1. Documents comprising the envelop of Empanelment Applications, should contain following:

- (a) Application For Empanelment - Appendix - 1
- (b) Check List: Eligibility Criteria - Appendix - 2
- (c) Bio-data of the proprietors/ partners - Appendix - 3
/ associates /Directors
- (d) Name & Value of Major Works completed in last 7 years - Appendix - 4
- (e) Name & Value of other works on hand - Appendix - 5
- (f) PBG Format - Appendix - 6

24.2. Compliance in accordance with the clauses in the Empanelment Document and duly signed by the authorized representative of the security agency and stamped with the official stamp of the security agency on each page of the application document with complete Index and paging (**Board resolution authorizing representative to apply and make commitments on behalf of the security agency to be attached**).

24.3. Any Application **not containing** the above will be rejected.

24.4. The Proposal should **NOT** contain any price information. Such proposal, if received, will be summarily rejected.

24.5. The Empanelment application should be addressed to Circle Security Department, LHO Hyderabad at the address given in the RFP. The inner envelopes shall also be addressed to the same office. All envelopes should prominently indicate the name and address of the security agency on the cover.

24.6. The Empanelment application shall be typed or written in indelible ink and shall be signed and stamped by the security agency, a person or persons duly authorized to bind the security agency to the Contract. The name and designation of the person or persons signing the Bids with their signature on last page and signature/ initials and stamp should be put on all pages of the Bids, except for un-amended printed literature.

24.7. Any inter-lineation's, erasures or overwriting shall be considered as invalid application. The Bank reserves the right to reject applications not conforming to the above.

24.8. If the envelope is not properly sealed and marked, the application will be rejected.

25. **SUBMISSION OF APPLICATIONS**

25.1. Applications must be received by Circle Security Department, LHO Hyderabad at the address specified, not later than the date & time specified in the RFP.

25.2. In the event of the specified date for submission of applications being declared a holiday for the Bank, the empanelment documents will be received up to the appointed time on the next working day.

25.3. The Bank may, at its discretion, extend the deadline for submission of applications by amending the empanelment documents, in which case, all rights and obligations of the Bank and Security Agency previously subject to the deadline will thereafter be subject to the extended deadline.

26. **LATE APPLICATIONS:** Any application received after the deadline for submission of applications prescribed, will be rejected and returned unopened to the security agency. Circle Security Department, LHO Hyderabad is not responsible for courier/ postal/air delays.

27. **PRELIMINARY EXAMINATION**

27.1. The Bank will examine the applications to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the empanelment documents are generally in order.

27.2. Prior to the detailed evaluation, the Bank will determine the responsiveness of each application to the Empanelment Process. For purposes of these Clauses, a responsive application is one, which conforms to all the terms and conditions of the RFP without any deviations.

27.3. The Bank's determination of an applicants' responsiveness will be based on the contents of the application itself, without recourse to extrinsic evidence.

27.4. If an applicant is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the security agency by correction of the non-conformity.

28. **TECHNICAL EVALUATION**

28.1. Only those security agencies and Applicants who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those applicants who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

28.2. The Bank reserves the right to evaluate the applications on technical & functional parameters including factory visit and witness demonstration of the system and verify functionalities, response times, etc.

28.3. Bank reserves the right to verify the photocopies of documents submitted by the applicants with the originals.

28.4. The intending security agency who are under arbitration/ litigation with our Bank or have been blacklisted/ de-listed/ depanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment.

29. **EMPANELMENT OF THE SECURITY AGENCY:**

29.1. Those Security Agencies who qualify in technical & financial evaluation will be eligible for **empanelment in the Bank for period of 03 years.** **The validity of empanelment may be renewed at the discretion of the Bank on the existing terms and conditions for another one year, provided that the Security Agency performance is found to be satisfactory during the Contract period.** That until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between Bank and successful security agencies.

29.2. The performance of the security agencies will be reviewed on yearly basis. The security agencies have to submit their consent in writing for working with bank as per the Terms and Conditions of this RFP on their company letter head, signed and affixed with seal by the authorized person (**Application Form**). It is to note that after the completion of a year if the Security Agency does not get depanelment notice from the Bank, it will constitute that the Security Agency empanelment continues in the Bank for another one year.

29.3. The Security Agency empaneled with State Bank of India will have to open an account with State Bank of India in which all cash transaction with Bank will be routed. If the Security Agency does not have an account with State Bank of India, the same is required to be opened within 07 days after getting empaneled with the Bank, in the absence of which, they shall not be allowed to participate in the Commercial bid.

29.4. The security deposit will be increased proportionately as and when the Security Agency gets the work order.

29.5. If empaneled Security Agency does not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the Security Agency will be cancelled and the Earnest Money / Security Money Deposited will be forfeited.

29.6. Review of the performance of the empaneled Security Agency will be done on yearly basis.

30. **BANK'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS:** The Bank reserves the right to accept or reject any Application in part or in full or to cancel the Empanelment Process and reject all Applications at any time prior to contract without assigning any reason to the Security Agency or Security Agencies

or any obligation to inform the Security Agency or Security Agencies of the grounds the Bank's action.

31. **TERMS AND CONDITIONS OF CONTRACT (TCC)**

31.1. Terms and Conditions for award of contract for providing Unarmed Security Guard (Ex-Servicemen) at the locations as specified in the NIT.

31.2. **Liability of the Workers:** That the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Security Agency shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on security agency in respect of workers deployed by him.

31.3. **Responsibility of the Contractor:** That on taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel in consultation with the Circle Security Officer, SBI, Hyderabad. Subsequently, the Contractor shall review the work assigned from time to time and advise the Security Officer, SBI, Hyderabad for further streamlining their system. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Security Officer, SBI, Hyderabad in this respect from time to time.

31.4. **Surprise Checks:** That the Circle Security Officer, SBI or any other persons authorized by him shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties properly.

31.5. **Act of Misconduct:** That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Security Officer, SBI, Hyderabad in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Security Officer, SBI, Hyderabad in case any of the aforesaid acts on the part of the said person.

31.6. **Carrying out of work:** That the Contractor shall carefully and diligently perform the work assigned to him in consultation with the Security Officer, SBI, Hyderabad

31.7. **Eligibility of the persons deployed:** That for performing the assigned work, the Contractor shall deploy medically and physically fit persons (**should be below the age of 50 for ex-servicemen guards**). The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Contractor shall be from amongst Unarmed Security Guards of high integrity and good conduct and shall be conversant in **Hindi and Telugu languages**.

31.8. **Identity of the persons deployed:** That the Contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.

31.9. **Payment of wages and other dues:** That the Contractor shall be liable for the payment of wages and all other dues which they are entitled to receive under the various Labour laws and other statutory provisions.

31.10. **Insurance Cover:** That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to Circle Security Officer, SBI, Hyderabad and shall comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938. The Contractor shall indemnify the Employer against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the currency of this contract.

31.11. **Non-compliance of Statutory Provisions:** That the Contractor shall be solely responsible for any violation of provision of the Labour laws or any other statutory provisions and shall further keep the Vice President, SECURITY AGENCY, Hyderabad indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Vice President, SECURITY AGENCY, Hyderabad shall be entitled to recover any of such losses or expenses, which it may have to

suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment and Security Deposit.

31.12. **Maintenance of attendance records:** That the Contractor shall be required to maintain permanent attendance register/roll at main gates of each location as specified in the NIT which will be open for inspection and checking by the authorized officers of SBI, Hyderabad.

31.13. **Payment of Wages to the employees by the Contractor:** That the Contractor shall make the payment of wages as per the Minimum Wages Act, 1948 as stipulated by Central Government to the Security Guards so deployed through Electronic Fund Transfer i.e. NEFT/RTGS in their bank accounts and shall on demand furnish copies of wage register/muster roll/ Account Statement etc. to the AGM & CSO, LHO Hyderabad for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of AGM & CSO, LHO Hyderabad in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

Note: Any increase in salary/minimum wages of workmen during period of the contract due to increases in minimum wages by Central Government will be considered by the Bank.

31.14. **Protection of property and persons:** The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of SBI, Hyderabad.

31.15. **Non-Disclosure Clause:**

a. The Contractor/Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc. which may come to the possession or knowledge of the Contractor/Agency or his/her employees during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence, even after the expiry/termination of this contract. The Contractor/Agency

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 Contractor/Agency shall not get published, 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 Bank. The Contractor/Agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor/Agency and the Bank shall be entitled to claim damages and pursue legal remedies.

b. The Contractor's/Agency shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's/Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

31.16. "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013"

a. The Contractor/Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.

b. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved.

d. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

31.17. **Provisions of leave:** That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. **The Contractor shall arrange to provide reliever equally qualified in case of absence/ weekly leave/off etc.** The Contractor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour(Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the AGM & CSO, LHO Hyderabad, a sum as may be claimed by LHO, Hyderabad.

31.18. **Removal of workers from premises after Termination:** The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the SBI, Hyderabad and ensure that no such person shall create any disruption/hindrance/problem of any nature in the residential premises of SBI.

31.19. **Performance Bank Guarantee (PBG):** The PBG deposited by the Contractor shall be liable to be forfeited or appreciated in the event of unsatisfactory performance of the Contractor and /or loss/damage if any sustained by the Bank, Hyderabad on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor. The PBG will be refunded to the Contractor within sixty (60) days of the expiry of the contract only on the satisfactory performance of the contract.

31.20. **Settlement of Disputes by Arbitration:**

a. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the SBI, Hyderabad or his nominee.

b. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the AGM & CSO, LHO, Hyderabad shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed

with the reference from the stage at which it was left by his predecessor.

c. The Arbitrator may give interim awards and/or directions, as may be required.

d. Subject to the aforesaid provisions the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

31.21. Termination of the Contract: During the period of agreement, the contract may be terminated by the AGM & CSO, LHO, Hyderabad by giving one month's notice in the event of non-compliance, disobedience or breach of any terms and conditions of the contract or unsatisfactory or inefficient working by the Contractor/Agency. In the event of termination of this agreement for any reason whatsoever, the Contractor/Agency or persons employed by him or his/her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

31.22. Execution of Agreement:

a. The Contractor/Agency shall execute an agreement on a stamp paper of required value for due performance of the contract before starting of the work.

b. If the Contractor/Agency selected fails to sign the formal agreement before starting of work or fails to undertake the work on due date, the letter of intent shall be treated as cancelled.

31.23. Safety Code:

a. The Security Guards provided by the Contractor shall be adequately trained in Security measures including first Aid, Firefighting, emergency responses and any other disaster.

b. That all precautions shall be taken by the Agency towards the safety of its employees deployed at the locations as mentioned in NIT and it will be the sole responsibility of the Agency towards any untoward incident ie; compensation etc., to its employees.

31.24. DUTY AND DISCIPLINE: That the Agency shall be obliged to comply with the following:

a. Not to permit or carry on any unlawful activity or create indiscipline in

the premises of SBI, Hyderabad.

b. To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the SBI, Hyderabad informed of all developments in this regard.

c. To pay all dues of its employees and keep the SBI, Hyderabad absolved and indemnified from any liability in this respect.

d. To be responsible for training of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of SBI, Hyderabad and its representatives.

e. Take appropriate corrective and disciplinary action against its employees against whom the SBI, Hyderabad notifies.

f. On expiry of this agreement the Contractor shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the AGM & CSO, LHO, Hyderabad so that no liability or obligation devolves on the SBI, Hyderabad.

31.25. General Qualifications and Experience:

a. The Security Guards should be Ex-Servicemen.

b. The Security Guards deployed by the agency should **NOT** be rotated/shifted/ re- deploy without prior approval of Security Officer.

c. The Security Guards deployed should be medically/physically fit and below 50 years of age.

d. The Security Guards should have sound health and agility.

31.26. Other issues:

a. The Contractor/Agency shall report to the Security Officer of the SBI, Hyderabad and will comply with the instructions issued by him from time to time.

b. The Contractor/Agency shall raise monthly invoice on SBI (it will be elaborately mentioned in NIT) latest by 5th of the succeeding month. However, the monthly payment to the Security Guards shall be made before

10th of the succeeding month irrespective of the date of receipt of payment from SBI. The SBI, Hyderabad will deduct taxes at source and all other taxes, duties as applicable from time to time from the amount payable to the Contractor.

c. No lodging and boarding will be provided to the security guards by the SBI, Hyderabad

d. The Contractor/Agency shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.

e. The Contractor/Agency has to deposit the ESI and EPF contribution locally in Hyderabad only and he has to ensure that all his employees are given ESI Card and EPF Card immediately. The proof of the same shall also be enclosed with the monthly bill submitted by the Contractor/Agency.

f. The Contractor/Agency shall get the antecedents of his personnel verified through Police authorities and the verification reports shall be made available to Security Officer prior to their deployment.

g. That the Contractor shall keep the SBI, Hyderabad indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case SBI, Hyderabad is made party and is supposed to contest the case, the SBI will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the Contractor to State Bank of India, Hyderabad on demand. Further, the Contractor shall ensure that no financial or any other liability comes on SBI in this respect of any nature whatsoever and shall keep SBI Hyderabad indemnified in this respect.

h. The Contractor shall further keep the SBI, Hyderabad indemnified against any loss to the SBI's property and assets. The SBI shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

i. That the Contractor/Agency shall ensure that the persons so deployed do not allow any property of the State Bank of India, Hyderabad and any equipment to be taken out of the premises without a Gate Pass signed by the designated officials of the SBI.

j. It shall be the sole responsibility of the Contractor/Agency to ensure security and safety of all the property and assets, movable and immovable, and security of the SBI and if there is any loss to the SBI on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker/s, the Contractor/Agency shall make good on demand the loss to the SBI. He should also take steps, in consultation with SBI authorities, to register FIR with police, if required.

k. That the Contractor/Agency shall provide two pairs of uniform at his own cost to the Security Guards deployed and shall include whistle, Jersey for winter, Rain coat/umbrella for rainy season, loaded torches and baton at all the posts and SBI shall have no liability whatsoever on this account. The uniform shall be approved by the Security Officer SBI. Uniform sewing charges are also in the scope of Contractor.

32. **AWARD OF CONTRACT**

a. The Bank will award the contract to the successful evaluated bidder as per fulfilment of all the terms and conditions to this tender.

b. The Bank will communicate the decision through a "Letter of Offer".

c. The successful bidder will be required to execute a contract agreement within a period of 15 days from the date of issue of Letter of Offer.

d. The successful bidder shall be required to furnish a Performance Bank Guarantee within 15 days of receipt of "Letter of Offer" for an amount equivalent to three months of wages & service charges

e. The Performance Bank Guarantee shall remain valid for a period of Sixty (60) days beyond the date of completion of all contractual obligations.

f. In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by the agency accordingly.

g. The successful bidder shall mention, in the prescribed Proforma, the number of personnel including supervisor he proposes to deploy on day to day basis, for the smooth execution of the work.

h. The distribution of region in Telangana State containing the branches/ offices/ establishments of SBI for the successful bidders are as under:

Si No.	Allotted Area	Bidder
1.	Offices Establishments in Hyderabad Centre viz. AO Hyderabad, AO Secunderabad, AO Cyberabad, Corporate Centre Establishments etc.	L1
2.	Offices Establishments in Nalgonda & Warangal Region i.e. offices/ branches under the control of AO Warangal & AO Nalgonda.	L2
3.	Offices Establishments in Nizamabad Region i.e. offices/ branches under the control of AO Nizamabad.	L3

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

33. **PERIOD OF EMPANELMENT AND PERFORMANCE REVIEW OF THE AGENCIES:**

33.1. **Empanelment of Security Agencies in the Bank will be for a period of 03 years.** The validity of empanelment may further extend on the existing terms and conditions for another one year, provided that the security agency performance is found to be satisfactory during the contract period. It is to note that, after completion of one year, if the Security Agency does not get depanelment notice from the Bank it will constitute that the Security Agency empanelment continues in the Bank for another one year.

33.2. If qualified agency does not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the security agency will be cancelled and the EMD will be forfeited.

33.3. **Those security agencies whose performance is found unsatisfactory will be removed from the empaneled list of the Bank for three years and penalty will be imposed as deemed fit by the Bank.**

34. **CONTRACT AMENDMENTS:**

34.1. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

34.2. Each party warrants and guarantees that it has full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by this.

34.3. Words importing the singular include the plural and vice versa.

35. **TERMINATION FOR DEFAULT:**

35.1. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 days sent to the Security Agency, may terminate the Contract in whole or in part thereof:

- a. If the Security Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the Security Agency fails to perform any other obligation(s) under the contract; or
- c. Laxity in adherence to standards laid down by the Bank; or
- d. Discrepancies/deviations in the agreed processes or
- e. Violations of terms and conditions stipulated in this RFP.

35.2. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Security Agency, the Bank may procure, upon such terms and in such manner as it deems appropriate services similar to those undelivered, and the Security Agency shall be liable to the Bank for any increase in cost for such similar services. However, the Security Agency shall continue performance of the Contract to the extent not terminated.

35.3. If the contract is terminated under any termination clause, the Security Agency shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Security Agency or to the Bank.

35.4. During the transition, the Security Agency shall also support the Bank on technical queries/support on process implementation.

35.5. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

35.6. In the event of failure of the security agency to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another security agency. In such case, the Bank shall give prior notice to the existing security agency. The existing security agency shall continue to provide services as per the terms of contract until a 'New security agency' completely takes over the work.

36. **FORCE MAJEURE:**

36.1. Notwithstanding the provisions of TCC, the security agency shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

36.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the security agency and not involving the security agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

36.3. If a Force Majeure situation arises, the Security Agency shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Security Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

36.4. **Termination for Convenience:** The Bank, by written notice sent to the security agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the security agency under the Contract is terminated, and the date upon which such termination becomes effective.

37. **ARBITRATION**

37.1. Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the SBI, Hyderabad.

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

37.3. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Security Agency shall continue to be made in terms of the contract.

37.4. The agreement shall be subject to the jurisdiction of the **Hon'ble High Court of Hyderabad in the state of Telangana.**

38. **JURISDICTION:**

38.1. **APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at High Court at Hyderabad.

38.2. All disputes arising out of or connected with this contract shall be instituted in the Court of competent jurisdiction situated in Hyderabad.

38.3. **SAVING CLAUSE:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this Agreement.

38.4. **GOVERNING LANGUAGE:** The governing language shall be English.

39. **ADDRESSES FOR NOTICES:** The following shall be the address of the Bank and Security Agency.

Bank's address for notice purposes:

**Assistant General Manager & CSO
Circle Security Department
Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 001**

Security Agency's address for notice purposes
<To be filled in by the Security Agency)>

A notice shall be effective when delivered or on effective date of the notice whichever is later.

40. **LIABILITY AND INDEMNITIES:**

40.1. Security Agency represents and warrants that the service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. Security Agency agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

40.2. Security Agency agrees and hereby undertakes to keep the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Security Agency or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Security Agency. The Security Agency agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Security Agency.

40.3. Security Agency further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

40.4. The Security Agency shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Security Agency.

40.5. The Security Agency hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance within reasonable time.

40.6. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance.

41. **FRAUD AND CORRUPT PRACTICES**

41.1. The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the entire Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the entire Process.

41.2. Without prejudice to the rights of the Bank, if an applicant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the entire Process, such applicant shall not be eligible to participate in any RFP issued by the Bank during a period of 3 (three) years from the instant date.

41.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) **“Corrupt practice” means:**

(i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official of the Bank who is or has been associated in any manner, directly or indirectly with the empanelment Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such Official resigns

or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the empanelment Process; or

(ii) Engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the empanelment Process

(c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the empanelment Process;

(d) “Undesirable practice” means

(i) Establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the empanelment Process; or

(ii) Having a Conflict of Interest; and

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the empanelment Process.

DECLARATION

(To be submitted in the Technical Bid on the Letter head of the company, duly signed by authorized signatory)

1. The information provided by me/us is true to the best of my/our knowledge and if any information is found incorrect or false, I/we may be debarred from the tender process / being awarded the contract.

2. I/ We agree to abide by the terms and conditions stipulated by the Bank.

3. I/ We also agree that our tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.

4. I/ We understand that the State Bank of India, Hyderabad reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this day of 2023.

APPLICATION FORMAT		
EMANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVISIONING OF EX-SERVICEMEN (ESM) GUARDS & LADY GUARDS FOR THE BANK'S ESTABLISHMENTS/OFFICES IN THE GEOGRAPHICAL AREA OF TELANGANA STATE		
PROFILE:		
1.	Name of the Contractor/Agency/Firm	
2.	Address Phone No. (a) Landline with STD code (b) Mobile (c) Email-ID	
3.	Year of establishment (please enclose documentary evidence)	
4.	Status of the firm whether company/firm/Proprietary.(Enclose certified copies of documents as evidence)	
5.	Name of Directors/Partners/Proprietor	
6.	Names & Bio-data of Proprietor/Partners/Associates/Directors, Details may be given in the Enclosed format	Appendix 3
7.	Whether registered with the Registrar of Companies/Registrar of firms. If so, mention number and date. (Enclose certified copies of documents as evidence)	
8.	Name and address of Bankers	
9.	Whether registered for GST Purpose. If so, mention GST number and Date (Enclose certified copies of documents as evidence)	
10.	Whether an assesses of Income Tax. If so, mention PAN number. (Furnish copies of I.T. clearance certificate)	
11.	Whether registration/obtention of license from Govt authorities e.g., Labour deptt, ESIC, etc are in place (please enclose documentary evidence)	

12.	If, you are registered in the panel of other organizations/statutory bodies such as CPWD, PWD, MES, Banks etc., furnish their Names, category and date of registration	
13.	Detailed description of high value of three works done during the last 7 years.	Appendix 4
14.	Annual turnover for the last 3 years	Enclose trading & profit and loss statement
15.	Names and addresses of the persons who will be in a position to certify about the quality as well as performance of your organization	
16.	Declaration regarding near relatives working in the Bank	
17.	Income tax paid during last 3 years(Enclose certified copies of document as evidence)	
18.		
19.		
20.		
21.	Name & value of other works on hand. Details may be given in the enclosed format	Appendix 5
22.	List of Technical Personnel employed	
23.	List of other Personnel employed	
24.	List of consultants engaged by the Firm	
25.	List of office equipment owned by the company	
26.	Latest Income Tax Clearance Certificate to be enclosed	
27.	List of completion certificate etc. from the clients : for completed / ongoing projects	
28.	Certified copies of the letter of intent for award : of the work from reputed private/multinational organizations/PSUs etc.	

29.	Particulars of participation in competitions and awards if any received	
30.	Whether the company has any time been disqualified/ blacklisted/ delisted by any other nationalized Bank or any Govt/ Semi Govt. Organization, if yes give details	
31.	Copy of valid License	
32.	Registered with DGR and / or under Private Security Agencies (Regulation) Act 2005? If yes, please provide registration number with documentary proof.	Registered with DGR? YES/ NOT
		Registered under Private Security Agencies (Regulation) Act2005? YES/ NOT
33.	If ISO certified company, please provide documentary evidence.	
34.	Total strength of Security Guards on the pay roll of the Company in Telangana.	Ex-servicemen Guards (ESM)
		Civilian Guards
35.	No. of Clients in Telangana where ESM deployed. (Enclose list on Clients &no. of ESM thereat)	
36.	Statutory registrations: (Attach documentary proofs)	
37.	(a) Shop & Establishment Act License	
38.	(b) Contract Labour Registration (with State of AP)No.	
39.	I Sales Tax No.	
40.	(d) PAN No.	
41.	(e) Service Tax No & GST No.	
42.	(f) EPF No.	
43.	(g) ESI No.	
44.	(h) Gratuity Act Reg No.	
45.	List of Branches / Controlling Offices in Telangana & other states, if any. (Please mention verifiable address, name of the Branch Manager, his Tele. No.)	

Note: Please enclose separate sheets for additional information, photographs, and documents.
To be submitted with Appendix – 2.

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION described in the Pre-qualification Notice.

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.

I/We are authorized to sign and submit these documents for pre-qualification.

I /We understand that if any stage it is found / noticed by the Bank that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, the Bank may not consider our application and / or may de-list us and / or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents are liable to be summarily rejected by the Bank.

I /We understand that this is merely an application & does not entitles me /us to be necessarily pre-qualified by the SECURITY AGENCY and SECURITY AGENCY reserves the right to reject all and / or any application without assigning any reason whatsoever.

ELIGIBILITY CRITERIA: CHECK LIST

<u>SI No</u>	<u>Criteria</u>	<u>Checklist</u>
1.	Empaneled by Directorate General Resettlement (DGR) with valid empanelment certificate of minimum 2 years.	
2.	Registered under Private Security Agencies (Regulation) Act (PASARA), 2005 and having a valid license.	
3.	Preferably should have been in this business of providing security services at least for the last 3 years (The applicant should submit documentary evidence in support of minimum experience of 3 years).	
4.	Should have his own Establishment/Set up/ Mechanism to provide training of guards.	
5.	Agency should have office at Hyderabad.	
6.	The firm shall comply with all the requirements related to Labour Laws, Minimum Wages as per Minimum Wages Act, 1948 as prescribed by the Central Government and instructions of all rules and regulations etc. of Government. Rates quoted by the firm should comply with the minimum wages prescribed by the Central Government time to time. The successful contractor should submit the documentary proof of payment of the prescribed minimum wages.	
7.	Valid GST Number	
8.	Must have PAN No. and latest Income Tax Returns for last 3 years i.e. 2020-21 2021-22 and 2022-23.	
9.	Should submit latest Audited Balance Sheet for last 3 years i.e. 2020-21 2021-22 and 2022-23.	
10.	Should possess valid license issued under Private Security Agencies Regulation Act, 2005 valid for the State of Telangana	
11.	Should have all the necessary legal/statutory approvals to do this business in Hyderabad	
12.	Have National/Local presence	
13.	Valid license to take-up/ execute the work	
14.	Should submit the Client wise names of the work executed, awarded, actual cost of executed works, names, address and of contact details of officers/ authorities/ departments under whom the works executed should be furnished.	

**BIO-DATA OF THE PROPRIETORS/ PARTNERS / ASSOCIATES /
DIRECTORS**

(Use one sheet per official)

1.	Name	:	
2.	Date of Birth	:	
3.	Professional Qualifications	:	
4.	Professional Experience	:	
5.	Professional Affiliation	:	
6.	Associated with the firm since	:	
7.	Membership in	:	
8.	Details of Published papers in Magazine	:	
9.	Details of cost effective methods/ designs adopted in the projects	:	
10.	Exposure to new materials/Techniques	:	

Note: Please enclose relevant copies of documents.

Date:
Place:

Signature of the Applicant
(with seal)

NAME AND VALUE OF MAJOR WORKS COMPLETED DURING THE LAST 7 YEARS

Sl. No.	Name of the client	Name & Designation of Key Contact Person with Phone / Mobile / FAX / E-mail	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion		Reason for termination of Contract	Remarks
			From	To		

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure /Attached Documents".
- Date shall be reckoned as on 31.03.2023.
- For certificates, the issuing authority shall not be less than an Executive Engineer or equivalent in charge of the relevant work /project.

Furnish the names of three responsible clients/persons to whom the major works carried out by the applicant with address and telephone number who will be a position to certify about the quality as well as past performance of your organization.		
NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

Date:
Place:

Signature of the Applicant
(with seal)

APPENDIX 5

NAME & VALUE OF OTHER WORKS ON HAND

Sl. No.	Name of the client	Name & Designation of Key Contact Person with Phone / Mobile / FAX / E-mail	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion		Reason for termination of Contract	Remarks
			From	To		

Notes:

2. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure /enclosed documents".

Date:
Place:

Signature of the Applicant
(with seal)

Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place:

Date:

Assistant General Manager & CSO

Circle Security Department
Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 001

Dear Sir,

WHEREAS

State Bank of India, Hyderabad (hereinafter called “the SBI”) has awarded the Contract for the captioned work (hereinafter called the “Contract”) to M/s.....

(Name of the Contractor) (Hereinafter called “the said Contractor”, which expression shall include its successors and assigns). AND Whereas the Contractor is bound by the said Contract to submit to State Bank of India, Hyderabad a Performance Bank Guarantee for a total amount equivalent to 3 months of quoted amount including wages for the due fulfilment by the said Contractor of the terms and conditions contained in the contract.

We,(Name of the Bank), (hereinafter called “the Bank”), at the request of M/s, the Contractor, do hereby undertake to pay to the SBI, an amount not exceeding ₹.....as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to SBI, their Successors, Assigns that in the event of the SBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the SBI, pay without demur to the SBI, a sum of ₹ -----. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹

2. We also agree to undertake and confirm that the sum not exceeding of ₹ ----- - as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to SBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the SBI within a period of one week from the date of receipt of the notice.

3. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

5. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ -----

b) Our liability under these presents shall not exceed the sum of ₹ -----

c) Our liability under this agreement shall not be affected by any infirmity or

irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to Sixty (60) days beyond the Defect liability period provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities here under.

6. In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of----- (Month) (Year) being herewith duly authorized.

For and on behalf of

(Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

.....

..... Name

Address

(NB: This Performance Bank Guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

SERVICE LEVEL AGREEMENT (SLA) FOR PROVISIONING OF SECURITY GUARDS

THIS AGREEMENT is made at Hyderabad on this.....day of.....(Two Thousand and) between the State Bank of India, Local head office, Koti, Hyderabad hereinafter referred to as the "Bank" represented by its..... (Which expression shall include his successors in office and assignees) of the FIRST PART

AND

M/s.....having it's Regd. Office at.....hereinafter referred to as the "Contractor" represented by its Director and authorised signatory Shri (Which expression shall mean and include its legal representatives and assignees and successors) of the SECOND PART

Whereas the Contractor is carrying on the business of providing security services and has adequate experience in such jobs for rendering such service.

1. The quoted charge of ₹ (RupeesOnly) covering the cost of manpower deployed for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment there on will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily, etc.

SI No	Category	Cost of Engagement of XX unarmed Security Guards for one (01) month (including relievers) including Central Minimum Wages + EPF + ESI + other statutorydues	Service Charges for deploymentof XX Unarmed Security Guards for one (01) month	Total Cost for deployment of XX Unarmed Security Guards for one(01) month
1	Deployment of XX Unarmed Security Guards			

2. The above charges are firm and subject to Labour conditions, exchange variations or any other conditions whatsoever. The above charges exclude Goods and Services Tax.
3. The above charges includes service charges, insurance charges and any duty or other levy, whether existing or levied in future by the Central Government or any other state Government or any other Local Authority.
4. The Contractor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender.
5. This agreement will initially be effective from XX.XX 2023 to XX.XX, 2024

SERVICES TO BE RENDERED BY CONTRACTOR

The Contractor shall:

1. Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are capable for rendering Security Services round the clock in the Bank's residential colonies / & Offices of SBI.
2. Be responsible and liable for payment of salaries, statutory minimum wages for having any other legal dues to the persons who are employed by him/her for the purpose for rendering the services required by the Bank under this tender. Written records for having made these payments will be submitted on monthly intervals, for its verification.
3. Maintain neatly, completely and legibly registers, records, reports, and returns for inspection by various authorities at short notice.
4. The Contractor should pay the minimum wages as per the Minimum Wages Act, 1948 stipulated by the Government of India from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in Banks premises.
5. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of Bank.

6. The Earnest Money Deposit deposited by the Contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and /or loss/damage if any sustained by the Bank on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
7. Provide information as required in respect of all his employees employed by him/her to enable the Bank to monitor compliance of P.F, ESI etc.
8. Ensure that all persons employed by him/her, purpose for rendering the services required by the Bank, are insured with Government of India recognized insurance Companies, for which no extra payment will be made by the Bank. The Contractor shall be responsible for any injury or damages to any persons, animals or any other things.
9. Personally and exclusively supervise for employee sufficient supervisory personnel, exclusively to supervise the work of its Guards so as to ensure that the service rendered are carried out to the satisfaction of the Bank.
10. Ensure that no Employee of the Contractor will enter or remain in the Bank premises beyond the Contractors obligations and with Bank's permission.
11. Be liable for any damage caused to the Bank on its premises on any part there of or to any fixtures or fittings there of or any property of the Bank and there in by any Act, omission, default or negligence of the employee of the Contractor or his employee or agents.
12. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agent should bear the identity card for all the times they are working in Bank's premises.
13. Provides distinct uniform to his/her employees or agent different from the Bank's employees. The uniform should have the logo of the agency and shall be kept neat, tidy and in a wearable condition.
14. provide two pairs of uniform at his own cost to the Security Guards deployed and shall include whistle, Jersey for winter, Rain coat/umbrella for rainy season, loaded torches and baton at all the posts and SBI, Hyderabad shall have no liability whatsoever on this account. The uniform shall be approved by the Security Officer, SBI.

15. Obtain police verification report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Banks premises.

16. Only able bodies, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.

STAMP DUTY

The Contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the Contractor shall retain the duplicate.

OTHER LIABILITIES/INDEMNITIES.

17. The Contractor shall ensure payment of minimum wages to the workman employed by him/them and obtain their signature or thumb impression on the wage slip in the presence of the Bank's authorized officer assigned for this work. The register shall be submitted to the Bank after every payment to the workmen. In addition, he/they have to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour (Regulation and Abolition) Act, 1970. The agency/Contractor has to give undertaking on Non judicial Stamp paper of applicable value before the award of the work that he undertakes to actually pay wages to all the Labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act, 1970 and also keep the principal employee indemnified against all the actions that may be initiated against the principal employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

18. Non-Disclosure Clause: - The Contractor shall not disclose directly or indirectly any information, materials and details of Bank's infrastructure/ systems/ Standard Operating Procedures /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor 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 Contractor 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 employer. The Contractor shall indemnify the employer for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the employer shall be entitled to claim damages and pursue legal remedies.

19. The Contractor 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.

20. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

21. The Contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965 or any other rules/regulations/statute that may be applicable. The Contractor only shall be responsible for liabilities, if any, in this regards.

22. The Contractor shall comply with the provisions of "**The Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013**". In case of any complaint of sexual harassment against its employee within the premises are brought to notice of the Bank, Bank will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.

23. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

24. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and relate issues.

25. That the Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the Security Staff which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such Security Staff and their families.

26. That all precautions shall be taken by the Agency towards the safety of its employees deployed at the Bank and it will be the sole responsibility of the Agency towards any untoward incident i.e. compensation etc., to its employees.

27. The contract shall be valid from XX.XX, 2019 up to XX.XX, 2020, as per laid down contractual obligations.

TERMINATION OF AGREEMENT:-

Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if.

- a) In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to the Bank's satisfaction and/or.
- b) The Contractor commits a breach of any terms and conditions of this agreement and/or.
- c) The Contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or.
- d) For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or.
- e) There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
- f) In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

ARBITRATION

If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the said parties and binding the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/ panel of arbitrators shall be final and binding on both the parties. Further such disputes, differences or questions, if any shall be deemed to have arisen at Hyderabad and only Courts in Hyderabad shall have jurisdiction to determine the same.

In Witness whereof the parties have set their respective hands at Hyderabad on today for one and this Agreement in Duplicate is being signed on the day herein above written.

For SBI

Signature Name
Designation Seal

In the presence of witnesses

Witness 1

Witness 2