



RFP No. :01/2024/PSA/SEC/AHM

e -TENDER

**STATE BANK OF INDIA
AHMEDABAD CIRCLE**

**INVITES REQUEST FOR PROPOSAL (RFP)
THROUGH E-TENDERING PROCESS
FOR
HIRING OF PRIVATE SECURITY AGENCIES
FOR**

**PROVIDING OUTSOURCED SECURITY AND SAFETY SERVICES IN
LOCAL HEAD OFFICE / BRANCHES / OFFICES / RESIDENTIAL
COMPLEXES AND CARETAKERS FOR ATMs / OTHER
ESTABLISHMENTS OF AHMEDABAD CIRCLE LOCATED IN RURAL, SEMI-
URBAN AND URBAN AREAS IN THE STATE OF GUJARAT, UT OF DADRA &
NAGAR HAVELI AND DIU & DAMAN**

Name of tenderer:

Address:.....

.....
.....

GSTIN No.:.....

Landline:.....

Mobile :.....

E mail id:.....

CONTACT DETAILS:

ASSISTANT GENERAL MANAGER & CIRCLE SECURITY OFFICER

STATE BANK OF INDIA

CIRCLE SECURITY DEPARTMENT, LOCAL HEAD OFFICE

GIFT CITY, GANDHINAGAR

Last date & time for submission of RFP: 03.11.2024 up to 1700 Hrs (5.00 PM)

Table of contents

| SI No. | Particulars | Page No |
|---------------|---|----------------|
| 1. | Request for Proposal (RFP) | 3 |
| 2. | Letter of Declaration | 8 |
| 3. | Instructions to the Tenderers | 10 |
| 4. | Selection process | 31 |
| 5. | Evaluation | 32 |
| 6. | Award of contract | 33 |
| 7. | Agreement | 34 |
| 8. | Execution of contract / transfer and subletting | 35 |
| 9. | Request for quotation/ work order | 35 |
| 10. | Price variation clause | 36 |
| 11. | Validity of empanelment | 36 |
| 12. | Insolvency etc. | 36 |
| 13. | Force majeure | 36 |
| 14. | Safety, Security, etc. | 37 |
| 15. | Adherence to Labour Laws, Acts, Regulations | 38 |
| 16. | Jurisdiction | 39 |
| 17. | Penalty Clause | 39 |
| 18. | Termination of contract | 39 |
| 19. | Breach of terms and conditions | 39 |
| 20. | Social media policy | 39 |
| 21. | Notification of successful bidder | 40 |
| 22. | Issue of work order | 40 |
| 23. | Payment to PSA | 40 |
| 24. | Cancellation of work order | 41 |
| 25. | Termination of agreement | 41 |
| 26. | Non-Disclosure | 42 |
| 27. | Sexual Harassment | 42 |
| 28. | List of Appendices /Annexures | 43 |

REQUEST FOR PROPOSAL (RFP)

The State Bank of India (SBI) (hereinafter referred to as the 'Bank'), a body corporate constituted as per the provisions of the State Bank of India Act, 1955 having its Corporate Centre at Madame Cama Road, Mumbai-400021 and among others one of its Local Head Office at GIFT City, Gandhinagar through its Security Department invites sealed Request For Proposal (RFP) from reputed and qualified Private Security Agencies (PSA) (hereafter called as 'Tenderers', 'Bidders', 'Contractors' or 'Agencies') for empanelment of Private Security Agencies for a period of three years with review on every year and extendable to two more years from the date of hiring subject to Bank's requirement and extant after expiry of initial instructions period subject to satisfactory performance at the discretion of Bank to provide outsourced security and safety services in Local Head Office/ Branches/ Offices/ residential complexes and Caretaker for ATMs other establishments of Ahmedabad Circle located in Rural, Semi-Urban and Urban areas in the State Of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman.

DETAILS OF RFP AND SCHEDULE OF IMPORTANT DATES

| | |
|--|--|
| Name of Work | Empanelment/Hiring of Private Security Agencies for providing outsourced security and safety services in Local Head Office/ Branches/ Offices residential complexes and caretakers for ATMs / other establishments of Ahmedabad circle located in rural, semi-urban and urban areas in the State of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman. |
| Nature of the Tendering | Two Bid system Comprises of Technical bid and Financial bid |
| Period of Empanelment | Three years extendable upto two more years, subject to satisfactory performance of every year |
| Website For Downloading Technical documents | https://www.sbi.co.in under the link "SBI in the News" → Procurement news "Procurement News" |
| Availability tender documents In Website | 14.10.2024 to 03.11.2024 |
| Method of submission of Tender Documents | Offline (Sealed envelopes) |
| Address for submission of Tender Documents | AGM & Circle Security Officer State Bank of India Local Head Office GIFT City, Gandhinagar Pin – 382355 Mob No. 9987042620 |

| | | |
|--|--|-----------------------------|
| Last date & time for submission of Technical Bid along with other documents as specified in the tender. | Date | On or before 03.11.2024 |
| | Time | Upto 1700 hrs (5PM) |
| | Note: <i>It is sole responsibility of the bidder to ensure submission of their online bid on or before stipulated date and time. SBI shall not entertain any bids received late due to any delay on account of connectivity or any other issues.</i> | |
| Bidder Contact Details | Bidder to provide following Information: - a) Name of the Company/Firm/Proprietor Authorised Representative b) Mailing address with Pin Code c) Telephone number and Fax number d) Mobile Number e) e-Mail | |
| Security / Earnest Money Deposit (EMD) | Rs.15,00,000/- (Rupees Fifteen lakhs only) by DD or Banker's Cheque in favour of State Bank of India, Local Head Office, GIFT City Gandhinagar. | |
| Security Deposit (SD) / Bank Guarantee | The successful Bidder whose tender is accepted by SBI shall be bound to deposit a sum equivalent to 5% of accepted " Annual Contract Value " including EMD as Security deposit in the form of Banker's Cheque / Demand Draft issued by any Nationalised / Scheduled Bank favouring " STATE BANK OF INDIA " PAYABLE AT GANDHINAGAR. The bidder may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized /Scheduled Bank except SBI as per the SBI approved format. | |
| Date and Time for Pre-Bid meeting | 23.11.2024 at 1100 hrs (11AM) | |
| Address at which pre-bid meeting is to be conducted | AGM & Circle Security Officer State Bank of India Local Head Office GIFT City, Gandhinagar Pin – 382355 Mob No. 9987042620 E-mail id: agmsec.lhoahm@sbi.co.in | |
| Date, Time, and Place of opening of Technical Bid | Date | 04.11.2024 at above address |
| | Time | 1500 hrs (3PM) |

| | | |
|---|--|--|
| | Note: Representatives of Bidder may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of any or all the bidders' representatives. | |
| Financial bid submission | Method | Online sealed bid |
| | Date and Time | Will be intimated later to eligible bidders through emails |
| | Note: Only technically qualified bidders are eligible to submit online price bid. | |
| Date, Time, and Place of opening of Financial-Bid | On a subsequent date which will be communicated to eligible bidders through email/telephone. | |
| Validity for offer | 90 days from the date of opening of Price Bid. | |
| Date of Commencement of Work | Within Ten days from the date of issue of the Work Order. | |
| Period of Honouring Payment Certificate | 15 days from the date of receipt of bill (excluding Sunday and Public Holidays) to submitted on or before 7th of each month. | |
| Insurance | As per insurance clause of the tender document. | |
| Solvency certificate | Latest solvency certificate worth Rs.300 Lakhs to be submitted by successful bidder(s). Solvency certificate should not be more than six months old from date of tender. | |
| Ratios in case of splitting of work order between PSAs | Two PSAs | 60:40 |
| | Three PSAs | 50:30:20 |
| | Four PSAs | 33:27:22:18 |
| | Five PSAs | 28:24:20:16:12 |
| | Six PSAs | 25:22:18:15:12:8 |
| Contact details of Officials concerned for any clarification | AGM & Circle Security Officer State bank of India GIFT City, Gandhinagar Pin – 382355 Mob No.9987042620 E-mail id: agmsec.lhoahm@sbi.co.in | |

Note:

- a) Full address with phone no. of the applicant should be given on the application form. No deviations from the offer conditions are acceptable.
- b) In case the date of opening of RPF is declared a holiday, the RPFs will be opened on the next working day at the same time and venue.
- c) The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RPF.

- d) Please also note that further Addendum / Corrigendum will only be published on Bank's website only. No other media source will be used.
- e) Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
- f) The intending bidders are categorically advised to submit the tender documents strictly in the attached formats only.
- g) All pages of the Bid document except for an un-amended printed literature should be serially numbered and shall be signed by the authorised person(s) and stamped only before uploading the documents.
- h) The information required should be neatly filled/typed in **each column and row** of the Formats.
- i) The application form, appendices & annexures should be filled in all aspects.
- j) Tenderer shall fill in all the required particulars in the blank space provided for this purpose in the tender documents.
- k) Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- l) Tenders received with "**partly filled formats**" not containing desired information in each column /point/row of various annexures shall be treated as **INCOMPLETE** and such applications shall be summarily rejected without any reference to the bidder and at the bidder's risk and responsibility.
- m) Tender documents without seal and signature of the authorized representative of bidder are liable to be rejected.
- n) The Bidder requiring any clarification on the bidding documents should submit written queries / emails as mentioned in the RPF.
- o) Bidder responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
- p) At any time prior to the deadline for submission of bids, the Bank may modify or alter the bidding document by issuing an amendment.
- q) All entries in tender documents should be in one ink, preferably blue colour. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
- r) Bids received/submitted after the stipulated date and time will not be considered.
- s) The Bidder shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- t) Any incomplete tender documents and/or tender documents without the required supporting documents are liable to be rejected summarily.

- u) *The Bank reserve the right to permit at its discretion to allow the bidder to rectify/ correct any minor discrepancies within the given time.*
- v) *The eligibility criteria documents must be accompanied by self-attested copies of the relevant documents.*
- w) *The Bank reserves the right to require production of original documents for verification.*
- x) *Evaluation will be done based on the documents submitted along with the bid without any further reference to the Applicant.*
- y) *The Bank will scrutinize all valid bid responses received within the stipulated time. Based on the eligibility and other prescribed qualifications, the Bank may empanel such number of PSAs, as may be deemed fit.*
- z) *The applicants are categorically advised to refrain from mentioning the remark “**AS PER ATTACHEMENTS/ENCLOSURES**” in their applications and annexures to avoid rejection of their applications.*
- aa) *All the Bidders must submit the relevant and sufficient documentary evidence regarding copies of technical/professional qualification, work completion certificates, work order, etc. meeting the above-mentioned eligibility criteria.*
- bb) **Conditional tenders shall be summarily rejected.**
- cc) *The bidders registered as MSME must enclose valid Udyam Registration Certificate.*
- dd) *No employee of SBI shall be engaged by the PSA while carrying out the works.*
- ee) *No Sub-Contracting will be permitted.*
- ff) *This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids.*
- gg) *The tender documents received after due date and time will not be entertained. Bank will not be responsible for late submission due to strikes, lock down or any other reasons.*
- hh) *The Bank reserves the right to change or modify in writing any specification/configuration, on a later date / during the process of tendering.*
- ii) *Bank reserves the right to cancel/withdraw the RFP during the course of tendering process without assigning any reason whatsoever thereof.*
- jj) *Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the PSA(s), not limited to those selection criteria set out in this RFP and the Bidders shall be bound with the same.*
- kk) *The Bank has the right to accept/reject any/all RFPs at any stage without assigning any reasons.*

AGM & Circle Security Officer

We have read and understood the terms and conditions of this tender and shall abide by the same.

Signature of the authorised person and Seal of Company/Firm

Name:

Place:

Date:

LETTER OF DECLARATION

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

AGM & Circle Security Officer

State bank of India

GIFT City, Gandhinagar

Pin – 382355

Mob No.9987042620

E-mail id: agmsec.lhoahm@sbi.co.in

EMPANELMENT / HIRING OF PRIVATE SECURITY AGENCIES FOR PROVIDING OUTSOURCED SECURITY AND SAFETY SERVICES IN LOCAL HEAD OFFICE/ BRANCHES/ OFFICES/ RESIDENTIAL COMPLEXES/ OTHER ESTABLISHMENTS OF AHMEDABAD CIRCLE LOCATED IN RURAL, SEMI-URBAN AND URBAN AREAS IN THE STATE OF GUJARAT, UT OF DADRA & NAGAR HAVELI AND DIU & DAMAN.

Dear Sir,

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

| | | |
|----|-----------------------|--|
| 1. | Description of work | Providing outsourced security and safety services in Local Head Office/ Branches/ Offices/ residential complexes and caretaker for ATMs and establishments of Ahmedabad Circle located in Rural, Semi-Urban and Urban areas in the State of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman. |
| 2. | Earnest Money Deposit | Rs.15,00,000/- (Rupees Fifteen lakhs only) Scanned copy of DD or Banker's Cheque to be uploaded along with other requisite documents. Only original DD / Banker's Cheque to be submitted at above mentioned address on or before 03.11.2024 Tender shall be summarily rejected if original DD/ Banker's Cheque is not received. |
| 3. | Validity of Contract | For a period of three years with review on every year and extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions after |

| | |
|--|--|
| | expiry of initial period subject to satisfactory performance at the discretion of Bank. |
|--|--|

1. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.
2. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs **Rs.15,00,000/-** (Rupees Fifteen lakhs only) as Earnest Money Deposit with SBI. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI.
3. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of PSA services for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBI deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as per the Terms & Conditions of this tender.
4. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract / execution / completion period.
5. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit. We have checked that no page is missing and all pages as per the index and check list are available and that all pages of tender documents submitted by us are clear and legible.
6. We confirm that our firm/company is not blacklisted by any Government /Semi Government /PSUs or by any MNCs.
7. We have noted to duly sign and stamp the tender documents properly before submitting the same. We have not made any modification / corrections / additions / deletions / alterations etc. in the tender documents presented by the Bank and downloaded from web by us. In case at any stage later, it is found there is difference in our downloaded tender documents from the original and /or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and debar us in participating in any future tenders of SBI without any prior intimation to us.
8. We have read and understood all the Terms & conditions, schedule of requirement and scope of work of the tender and accept the same. We undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of the Tenderer with Seal

INSTRUCTIONS TO THE TENDERERS

1. BROAD SCOPE OF WORK

Private Security Agencies who fulfil the eligibility and other terms and conditions mentioned herein alone shall apply in the prescribed format.

2. PURPOSE

Manpower for Security and Safety services including Armed/Unarmed guards, Guards Supervisors, Control Room Operators, Firemen, Receptionist, Armourer, Lady Guards, BMS staff etc. in the Local Head Office/ Branches/ Offices/ Residential complexes/ other establishments of Ahmedabad Circle located in Rural, Semi-Urban and Urban areas in the State of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman. Duties of Security and Safety staff as per Appendix 'C'

3. INVITATION

a) The Bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their Technical and Financial proposals online in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful Bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Security Guarding Services and Guard Supervisors, Control Room Operators, Firemen, Receptionist, Integrated Building Management System, Armourer etc. adhering to Bank's requirement outlined in this Tender.

b) This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders.

c) No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

d) The Bidders ought to submit the Bid covering letter along with documents as per Annexure- 'A'.

4. ELIGIBILITY CRITERIA

The Applicant should be carrying on the business of providing security personnel like guards, control room operator, visitor management personnel, Armourer etc. The Applicant includes DGR sponsored agencies. The Bidder should also fulfil the following **eligibility criteria.**

| <u>SI No</u> | <u>Parameter</u> | <u>Proof to be enclosed</u> |
|---------------------|--|--|
| a) | Must be Firm/Proprietary/Company registered as per Indian Companies Act / Indian | Copy of valid registration certificate from respective (Registrar of Company) RoC. |

| | | |
|----|---|---|
| | Partnership Act / Limited Liability Partnership Act for providing security guards services. | |
| b) | Must have an office within Gujarat for last three years as on 30 th March 2024 with landline telephone & email facility and should be physically manned during the office hours on all working days | Copies of landline telephone bills / valid lease agreement etc., in respect of the office |
| c) | Must have necessary registrations and respective licenses from Labour Department, Labour Enforcement Officer, Labour Welfare Fund, Professional Tax, and other Government Departments for compliance of all statutory/ Government requirements applicable to PSA Services. | Copies of valid registration certificates from Competent Authorities. |
| d) | Must have valid license in accordance with section 4 and 7 of The Private Security Agencies (Regulation) Act, 2005 in Gujarat state. | Copy of Valid PSARA license for the State of Gujarat. |
| e) | Must have necessary registrations and respective licenses from Labour Department, Labour Enforcement Officer, Labour Welfare Fund, Professional Tax, and other Government Departments for compliance of all statutory/ Government requirements applicable to PSA Services. | Copies of valid registration certificates from Competent Authorities. |
| f) | Compliance as to Central and State Labour Laws: Contract Labour (Regulation & Abolition) Act, 1970 Minimum Wages Act 1948 Payment of Bonus Act, 1965 Payment of Gratuity Act, 1972 Equal Remuneration Act, 1976 The Maternity Benefit Act, 1961 The Gujarat Labour Welfare Fund Act, 1953 | Copies of respective valid Licenses and Certificates from Competent Authorities as required. |
| g) | Must have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online. | Copy of valid registration certificate from respective Authorities and copy of the Electronic Challan – Cum -Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the tender opening date. |

| | | |
|----|--|--|
| h) | Must have experience of not less than five years in providing security services to Public Sector Banks or Public Sector Undertakings or Govt. organization or Private institution of repute as on 31 st March 2024. | Copy of relevant work order or other supporting document(s) |
| i) | Must have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC. | Copy of valid registration certificate from respective Authorities and previous "Return of Contributions" (Form-5) submitted to the ESIC or a copy Electronic Contribution History Sheet submitted to the ESIC in case of online contribution. |
| j) | Must have satisfactorily provided Ex-Servicemen Guards with at least two Public Sector Banks or reputed and scheduled Private Banks or Government (Central/State) / PSU organisations for the last five years in Gujarat/Daman/Diu as on 31 st March 2024. | Copy of bills and nominal roll to be submitted. Authorise Certificate from employer can also be submitted. |
| k) | Must have satisfactorily provided Ex Servicemen security guards to Public Sector Banks or Public Sector Undertakings or Govt. organization or Private institution of repute for the last seven years as under. a) Atleast a single work costing not less than Rs.800 lacs or b) Atleast two works each costing not less than Rs.500 lacs or c) Atleast three works each costing not less than Rs.400 lacs | Copy of relevant work order, SLA, satisfactory completion certificate and TDS certificate copies as applicable for the above works or other supporting document along with Annexure 'F' |
| l) | Must be currently engaging more than 300 Security Staff with at least one single deployment of at least 150 Security Staff in Public Sector or Govt. organization or PSU or Private institution of repute for minimum three years as on 31 st March 2024. Out of 300 Security Staff deployed minimum 200 must be Ex-Serviceman (ESM) and 100 must be Armed Guards (With valid licensed weapon as per PSARA). | Copy of relevant work order or other supporting document(s), Nominal Roll of the employees and ESI / EPF statement for the month as on 31 st March 2024. |

| | | |
|----|---|--|
| m) | Must have completed minimum three years operation in Gujarat and UT of Dadra and Nagar Haveli / with minimum deployment of 100 guards as on 30 th March 2024. Out of 100 guards deployed, 50 must be ESM Guards. | Copy of relevant work order or other supporting document(s) and pay roll sheet for the month as on 31 st March 2024. |
| n) | Must be providing similar kind of services for at least three years consecutive years and having average annual turnover of minimum Rs.10 Crores (Rupees Ten Crores only) during the last the last three (3) financial years i.e. 2021-22, 2022-23 & 2023-24 as on 31st March 2024 in the books of accounts. ("Similar Completed Work" under this clause shall mean successful completion of Outsourced Security Services work for Public-Sector Banks, Financial Institutions, Central & State Govt. departments / Organisations, Public Sector Undertaking only) | Copy of Audited P&L accounts and balance sheets for the last three years as on 31 st March 2024. |
| o) | Must not be involved into insolvency proceedings or any partners or directors facing insolvency proceedings or any criminal cases involving moral turpitude. | Report from 'Cubic Tree' or like pending litigation searching softwares to the satisfaction of the Bank. |
| p) | Must have made profits from the relevant business during the last three financial years mentioned above. | Copies of Profit & Loss for the last three years |
| q) | If the Applicant is 'Company, then it should not be owned or controlled by any director or Office/Employee of the Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013. | A declaration duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the Letter head. |
| r) | Must have valid GST registration and Income Tax PAN | Copies of GST registration and Income Tax PAN |
| s) | Must have a valid ISO certification | Copies of all ISO certification |
| t) | Must have their own infrastructure for training their security staff in Gujarat/Daman/Diu. Address of the training facility shall be compulsorily mentioned in the technical bid without which the bid may be summarily rejected. | Address details along with landline telephone / electricity bill as proof to be submitted. Bank may arrange to verify it through other sources also. |

| | | |
|----|--|---|
| u) | PSA shall not be owned or controlled by any director or office/employee of the Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013. | A declaration duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the Letter head. |
| | PSA should not have complaints against them by their own employees on non-payment of wages (or), underpayment of wages (or) blacklisted (or) debarred by any of the Government Establishments / Public Sector Undertakings (PSUs) / Public Sector Banks (PSBs) / Other Scheduled Commercial Banks. | Notarised and duly stamped Affidavit to the satisfaction of the Bank. |

5. **TERMS AND CONDITIONS FOR EMPANELMENT**

- a) **The eligibility criteria documents must be accompanied by self-attested copies of the relevant documents.**
- b) All documents including application form, biodata, financial information etc. in the attached format must be signed/stamped by the authorized signatory of the bidder. Incomplete applications will be rejected without any notice. Bank may warrant the original documents to verify the authenticity of the documents uploaded by the bidders.
- c) The PSA/Bidder should not have been blacklisted or debarred or included in negative list or terminated of their services in the past by any scheduled Bank / PSU / Corporate body / Govt. body. No partner / proprietor of the applicant should have been a director / Partner / Proprietor in an entity that been blacklisted or included in negative list in the past by any scheduled Bank/PSU/Corporate body/ Govt. body. An Undertaking / Certificate to this effect should be submitted along with the RFP (Annexure 'C'). If the Bank finds the Undertaking / Certificate provided by the applicant to be false/forged at any time, including during the term of the empanelment (if empanelled), the applicant will be immediately disqualified / terminated by the Bank.
- d) Decision of the Bank in respect to interpretation of the empanelment / offer Conditions, Terms & Conditions, Scope of Work, Agreement, Payment terms, etc. shall be final and binding on the PSA.
- e) No contractual obligation whatsoever shall arise from the RFP process until a format contract is signed and executed by the Bank and the PSA. The mere empanelment itself will not guarantee any engagement by the Bank to the empanelled PSA.
- f) The Bidders will be bound by the details furnished by them to Bank, while submitting the Tender or at subsequent stage. In case, any of such Documents furnished by the PSA is found to be false at any stage, it would be deemed to be a breach of Terms of Contract making the PSA liable for legal action besides termination of Contract.

- g) The PSA shall agree to provide additional Security and Safety Services staff in the event of the Bank requiring such additional Security and Safety Services for any of its properties in the AOR of SBI Ahmedabad Circle for any specific occasion at short notice on the same approved rates.
- h) The PSA will be capable and willing to provide manpower at any of the Bank's offices/establishments in Gujarat.
- i) The Bank may carryout physical inspection of works mentioned by the applicants in their application forms in addition to calling for confidential reports from the respective employer / departments to ascertain their capability and quality of works.
- j) The applicant shall agree and authorize the Bank to obtain the confidential report from the clients of the applicant or any other persons to verify the work executed by them or any other claim made on their application.
- k) The PSA should have high standards of supervisory infrastructure.
- l) The PSA's supervisor shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.
- m) No union formation or activities are allowed.
- n) The PSA must have liaison with the Govt. and Police establishment at all levels of hierarchy.
- o) The scope of work mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the PSA to ensure services to the utmost satisfaction of client/employer/owner i.e., the Bank without any extra charge but within the accepted tender amount only.
- p) The employees provided by the PSA will be exclusive employees of the PSA and there will be no relationship of employer - employee between the Bank and the employees so engaged.
- q) The engaged personnel will never have any claim for employment in SBI.
- r) All the materials required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the Bank. No sub-standard materials shall be used.
- s) The PSA shall also undertake and agree for timely renewal of all the licences from the authorities concerned that may be required to be renewed as per statutory provisions to run the business and copy of the same should be provided to the Bank.
- t) The approximate requirement of various categories of personnel as on date is given as Appendix 'A'
- u) Bidders meeting the eligibility criteria will be eligible for empanelment and the rates as per Central Govt. Minimum Wage Rules will be called for from them.

The modalities of wage and its payment may be finalized during the financial bid process.

v) Bidder shall quote reasonable service charges during the financial bidding. Service charges quoted should not be abnormally low or high. If the service charges quoted by the L1 bidder are found not reasonable, then Bank may reject the Offer and go for retendering and the L1 bidder will be debarred from participating in the retendering.

w) The selected Agency should also comply with the following:

- i. The Agency shall provide Security Guards, Control Room Operators, Armourers, Firemen, Pump Room operators, Lady Guards, BMS Staff, Visitor Management System Staff etc. which the Bank may require from time to time, for safeguarding the Bank's property / premises at Local Head Office, GIFT City, Gandhinagar and other identified office/establishments in the Circle (i.e. Gujarat, Daman & Diu). They should also render other security related services like liaison with Police officials and other Government authorities / establishments or any other related duties entrusted by the Bank / authorities as and when required.
- ii. The Agency shall provide literate physically fit, Hindi and/or Gujrati speaking, Ex-Servicemen guards, below 60 years and 65 years for supervisors (Experienced ESM), preferably young medically fit, physically fit, smartly turned out and clean shaven. In case of non-availability of ESM guards, PSA may engage Ex-Paramilitary/Police Guards with the prior permission of Bank.
- iii. The Agency shall provide trained Hindi and/or Gujrati speaking, physically fit, lady guards and civilian guards (non-ex-servicemen) as per PSARA norms, if so demanded or required by the Bank. The guarding personnel should have undergone the mandatory training as stipulated under PSARA. Copies of relevant certificates must be submitted to Bank, whenever demanded.
- iv. The Agency shall provide Hindi and/or Gujrati speaking, Control Room Operators at identified Bank's premises. The CROs should be ex-servicemen JCOs from Army/Navy/Air Force, properly uniformed, 12th class passed, medically fit, physically fit, and signal course qualified and/or firefighting course qualified from Defence training institutions.
- v. The Agency shall provide Hindi and/or Gujrati speaking, qualified Ex Serviceman Armourer (Army/Navy/Air force) (Preferably qualified small arms armourer from EME, Army), 12th class passed, age below 60 years, medically fit, physically fit for LHO, GIFT City, Gandhinagar or any other centre as may be decided by the Bank, whenever required.
- vi. The Agency shall provide Hindi and/or Gujrati speaking, qualified and experienced Firemen at identified Bank's premises. The Firemen should

be Ex-Servicemen or should have undergone basic training of firefighting from reputed institutions.

vii. The Agency shall provide Hindi and/or Gujrati speaking, qualified fire pump room operators at identified Bank's premises. The Fire pump room operators should be experienced and have undergone basic training.

viii. The Agency shall provide qualified BMS staff at identified Bank's premises.

ix. The Agency shall provide lady Visitor Management Staff (VMS) to man the reception desk to issue passes and other related jobs at our identified Offices/Branches on all working days on eight hour staggering shifts or any other time as may be decided by the Bank. The VMS staff should be graduates, smart, young, and preferably below 35 years of age and have well command over English, Hindi and Gujarati. Persons having knowledge of Hindi and other languages will be preferred. They shall be well dressed, soft mannered and mentally very alert.

x) The **Uniform and accessories:**

A list of entitlement and periodicity of issue is given below:

Entitlement of Uniform Items & Accoutrements for PSA Staff

| Sl. No. | Item | Minimum Quantity | Periodicity |
|---------|---|------------------|----------------|
| 1. | Full sleeve shirt, trousers, lanyard, Cap, shoulder flap, whistle, small batons, name plate & other accessories | 3 sets | 1 year |
| 2. | Safari suit | 1 set | 2 years |
| 3. | Blazer | 1 set | 3 years |
| 4. | Leather belt, Black colour leather brogue pair of shoes | 1 set | 1 year |
| 5. | Cotton socks | 3 sets | 1 year |
| 6. | Apron, gloves, hand gloves, masks (for frisking staff only) | 4 set | 1 year |
| 7. | Black colour shoe polish | 1 unit | Every month |
| 8. | Shoe brush | 1 unit | Every 6 months |
| 9. | Torch lights, safety jackets having reflecting strips for night duty (common for all guards) | 1 set | 2 years |
| 10. | Safety shoes, safety gloves, safety helmets, safety goggles, tool jacket etc. for safety purpose. (Items will be kept under the custody of Bank). | 1 set | 3 years |

| | | | |
|-----|---|-------|---------|
| 11. | Raincoats, umbrellas and gumboots (Items will be kept under the custody of Bank). | 1 set | 3 years |
|-----|---|-------|---------|

Note: The above list is the minimum requirement assessed by Bank. Addition/deletion of any items will be at the discretion of Bank.

- i) UNIFORM: The Agency must provide New Uniform (with Company's name badge) deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account. The staff of the contractor should wear that uniform in the premises of the Bank and shall not roam in the campus/premises of the Bank without such uniform.
- ii) The Agency must provide uniform comprising cap/hat FS/Barret, shirt with lanyard, shoulder flap, whistle, trousers, belt, name plate, baton, cotton socks, leather brogue pair of shoes, etc as mentioned in PSARA and approved pattern of ID card.
- iii) The Agency must provide their PSARA approved pattern of shirt, cotton trousers, cap/hat FS/Barret, lanyard, shoulder flap, whistle, name plate, cotton socks and black colour leather brogue pair of shoes to guards/watchmen/firemen.
- iv) The Agency must provide white cotton shirt, black cotton trousers, name plate, cotton socks and black colour leather brogue pair of shoes to CROs, Armourer, Pump Room Operator and Firemen.
- v) The Agency must provide sky blue cotton shirt, black cotton trousers, name plate, cotton socks and black colour leather brogue pair of shoes to CROs, Armourer, Pump Room Operator and Firemen.
- vi) The Agency must provide navy blue colour safari suit, name plate, cotton socks and Black colour leather brogue pair of shoes to supervisors.
- vii) The Agency must provide white full sleeve shirt, black trousers, black leather belt, name plate, black colour leather brogue pair of shoes, cotton socks and black colour blazer to lady receptionist
- viii) For female security guards same dress code or sarees of uniform design & colour as approved by the Bank, all standard quality available in market, once every year.
- ix) A set of ceremonial dress will be provided to the unarmed guards deployed at Local Head Office and which will be worn on special occasions viz. Republic Day, Independence Day and any other time as desired by the Bank authorities from time to time.
- x) The dress and other items to be issued before deployment in the Banks site and the date of deployment at site will be the next due date for issue of dress.

xi) The Agency must provide torch lights, safety jackets having reflecting strips, safety shoes, hand gloves, masks, first-aid box, etc to all the guards on duty at the premises during night and also maintain the same in serviceable condition at all times.

xii) The Agency must provide raincoats and gumboots to all the security guards on duty during monsoons/ rainy seasons.

xiii) The Agency should provide minimum of two sets of uniform every year and enough raincoats, torches, whistles and other accessories to guards deployed in SBI for carrying out their duties efficiently.

xiv) The Agency should ensure that Uniforms and Kit are issued, and the guards are smartly turned out at all times.

xv) Uniform items and accoutrements with original GST bills purchased must be submitted by the PSA to the Bank for verification and payment.

xvi) The PSA must ensure that the quality and quantity of uniform and accoutrements supplied to their staff employed in SBI is of superior quality. If Bank is not satisfied with the quality and quantity of uniform and accoutrements supplied, then initiate penal action against the PSA and /or a suitable amount as decided by the Bank will be deducted from the PSA.

xvii) The uniform and accoutrements provided to the staff must be documented.

xviii) The PSA must ensure that all their staff deployed in SBI wears ID card during their duty hours.

xix) The PSA must ensure that the staff deployed in SBI report for duty in well-groomed and orderly fashion.

xx) The PSA must ensure personal hygiene of staff

xxi) The PSA must ensure that the staff on duty are fit for duty, properly dressed, wearing duly cleaned full uniform, correct pattern of footwear etc., during duty hours.

xxii) All PSA staff deployed in SBI, who are supplied with uniforms, shall wear them while on duty and in clean conditions. They will not be permitted to report for duty if they come to office without wearing the uniform. In case of repeated non-compliance, appropriate action will be taken against them.

xxiii) The PSA must ensure that the PSA staff never divest themselves of the uniform or accoutrements at any time during their period of duty,

Proper handing/taking over and briefing should be carried out.

aa) **Training:** PSA guards deployed should have undergone basic training on the following:

- i) Bank security
- ii) Firefighting
- iii) First Aid
- iv) Bomb threat/ Sabotage
- v) Bank's strike/Dharna/agitation etc.
- vi) Vehicle traffic/parking management
- vii) Customer management
- viii) Weapon handling
- ix) Legal powers of the ESM while on Bank duty

bb) The Agency should ensure regular Refresher training Capsules for all guards and must include the training on latest security gadgets, CCTV, Security Alarm System, Fire Alarm System, Fire Fighting System, Customer Management, etc. and other related subject advised by the Bank, in addition to the basic training mentioned above.

cc) Security guards should be informed about prevailing security scenario in their area of operation/Duty and remedial action to be taken in case of need or emergency.

dd) **Police Verification:** Antecedents of PSA guards/VMS personnel/CROs/ Armourer etc. to be verified by the Police and report furnished to this office before deployment.

ee) The Agency should provide the following particulars of the PSA guards/VMS personnel/CROs/ Armourer deployed at SBI to Circle Security Department.

- i. Copy of appointment letter.
- ii. EPF No.
- iii. ESI No.
- iv. A certificate to be given every month that all statutory dues have been paid.
- v. A copy of ESM guards discharge book duly attested. It will be verified against the original by the authorized person in our Security Department.

ff) The PSA shall be responsible to ascertain and understand the applicability of various legislations (Laws) but not limited to the above-mentioned legislations and take necessary action to comply with the requirements of Law.

gg) It will be sole responsibility of the PSA to ensure the eligibility/ qualifications of the personnel engaged by them and to verify their antecedents. The PSA shall furnish to the Bank, proper introduction letter, Biodata with photo, copy of ID

document/KYC (preferably Aadhaar) and recent Police verification certificate in respect of their staff. The relevant documents will be submitted to the Bank before engaging/changing staff at all locations.

- i. The PSA staff should maintain logbook for movements of men and materials and inform the Security Officer / authorized official of Bank of any unusual happenings in and around the premises at once and have complete vigil over the property round the clock.
- ii. All personnel provided by the PSA will be on the payrolls of the PSA and there will be no Employee and Employer relationship between the personnel engaged by the PSA and the Bank. They shall also to produce a photo identity card duly issued to the Security Guards/CROs/Receptionist/Firemen/Armourer etc.
- iii. The PSA shall be responsible for engaging his employees as per the agreement and the Bank shall in no way be concerned with the same. Bank shall in no way be concerned or responsible for the welfare of the employees employed by the PSA.
- iv. The PSA shall be solely responsible for the welfare of his employees as per the various Government Acts and Regulations whether Central or the State, that shall be applicable to him from time to time.
- v. The PSA shall provide relievers for their Staff deployed in SBI during leave / sickness / weekly offs etc. of the said employees.
- vi. The PSA shall not at any time, without express our consent in writing, divulge or make known any matters or information or transactions undertaken or handled by the bank and shall not disclose to any person any information relating to the affairs of the Bank and PSA shall be liable for such acts done or omitted to be done by its employees.
- vii. The PSA undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by them and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) in respect of such engagement, and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof.
- viii. The PSA shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensations etc. if any as aforesaid.
- ix. The personnel provided by the PSA will perform duty of duration of eight hours. Bank reserves the right to increase/ decrease the guarding hours based on its needs and directions of the local

authorities. PSA shall deploy the number of guards according to the changed hours.

- x. The Security Staff will come directly under the control of PSA for their day-to-day duties in Bank and other administrative purpose. They will function under the PSA as per the direction to provide service to the Bank as per this RFP and the Contract to be executed between the Bank and the PSA.
- xi. The Agency should be able to provide effective supervision of the guards and need to provide qualified supervisors to check the ESM as under: -
 - a. Major Towns/Cities: - Once each during day & Night.
 - b. Semi-urban/Urban Areas: - Thrice a week.
 - c. Remote and difficult areas – Once a week.
- xii. Supervision / surprise checks of the staff on duty will also be carried out by the authorized officials of Bank and lapses, if any, noticed will be brought to the knowledge of the PSA for immediate corrective action as advised by the Bank and the decision of the Bank in this regard shall be final and conclusive and shall be complied with by the PSA to ensure that there are no lapses in fulfilling the needs of the Bank.
- xiii. The PSA shall further agree that in the event of any untoward incident leading to loss / damages to the property and / or any personnel at the above premises due to the negligence / dereliction of duty of the PSAs of the PSA, it will be incumbent on the PSA to be liable for the same and hence the PSA shall make good such damage / losses. Enquiries / investigations in this regard will be conducted by the Bank and depending on the outcome, appropriate action for compensation / recovery including lodging of police complaint if considered necessary will be initiated by the Bank.
- xiv. In the event of any injury to the PSA's employee/s arising out and in the course of employment, the liability to pay compensation etc., in terms of any relevant legislation shall be on the PSA. Anyhow the PSA also hereby declares that he shall always keep the Bank effectually indemnified against any liabilities or compensation or damages which the Bank may be required to pay to any of his employees due to unfortunate event of any injury or death, in terms of any order or direction of any court or other competent authority.
- xv. The personnel engaged by the PSA shall pay proper respect to the Officers and Staff of the Bank. However, they will not perform any duty other than the assigned security duty without the advise of Bank's Security Officer.

- xvi. In case of any indiscipline, misconducts, or misbehaviour on the part of the PSA Staff, the PSA shall change such employee(s) without any demur, with or without the request of the Bank and such employee(s) shall not be again deputed to the Bank's premises by the PSA.
- xvii. The PSA shall further undertake and agree to rotate the PSA Staff provided by them periodically/whenever required, as advised by Bank.
- xviii. The PSA Staff on duty should not be found smoking or chewing pan masalas etc. or under influence of liquor/drugs or any other intoxicating items.
- xix. The guards on duty should not accept any kinds of food, drinks, cash, etc. from strangers/residents.
- xx. Any damage to the Bank's property, equipment's etc., by the personal engaged by the PSA will be charged to the PSA.
- xxi. If any of the labour employed by the PSA is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask PSAs for immediately removal such person(s) with suitable substitute immediately.
- xxii. The personal engaged by the PSA should not cause any inconvenience to the staff/customer.
- xxiii. Bank is not responsible for accidental injury of any of the personal engaged by the PSA during their engagement. The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any employees engaged by the PSA while performing / discharging their duties.
- xxiv. The PSA shall be responsible for any loss due to theft / pilferage and / or damage to the Bank's property when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the PSA or employees of Firm engaged for the Services.
- xxv. The PSA shall ensure that the character and antecedents of the personnel engaged by them are duly verified before such engagement.
- xxvi. The PSA shall alone be fully responsible for safety, security, and insurance (general and life) of the employees who is engaged for providing the services.
- xxvii. The PSA shall obtain adequate Insurance Policy in respect of employees engaged for the service towards meeting the Liability of Compensation arising out of death, injury, disablement at work etc.,

and shall regularly and punctually pay each premium as and when the same shall become due.

xxviii. The PSA shall comply with all safety regulations and guidelines as per the applicable law and Bank in effect from time to time at Bank's premises and externally for materials belonging to SBI. All guidelines/directions of Bank's Security Division must be followed.

xxix. The Bank (SBI) have the right to have any PSA Staff removed solely at its discretion including the ones who may be undesirable or otherwise unfit. Similarly, the PSA will have the right to change PSA Staff with the concern of Bank during emergencies.

xxx. Any change of the personnel by the PSA should be informed to the Bank in advance.

xxxi. Bank reserves, at its discretion, the right to demand for a change any PSA Staff employed by the PSA.

xxxii. The PSA must ensure that employees employed on piece work at the Bank must be paid as per the minimum time rate as per the applicable legal provisions.

xxxiii. The PSA must ensure that all the employees engaged in the Bank are paid as per minimum rates of wages fixed for that employee's class of work, or the amount due to him without deductions of any kind except those authorised by or under 'The Payment of Wages Act'.

xxxiv. **The PSA shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by the Central /State Govt., whichever is higher to the persons employed by them.**

xxxv. The Agency must ensure that all the employees engaged in the Bank are paid as per minimum rates of wages fixed for that employee's class of work, or the amount due to him without deductions of any kind except those authorised by or under The Payment of Wages Act.

xxxvi. The following components should necessarily be present in the pay structure applicable to the PSA staff and the break-up of same should be submitted by the PSA in their price bid:

- a. Basic Pay
- b. D.A.
- c. EPF (As applicable)
- d. EDLI (As applicable)
- e. ESIC (As applicable)
- f. Bonus
- g. Any other statutory compliances in details

(Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff (both male and female). The PSA may like to add any other component as they may desire to the above list to have better staff, subject to Bank's approval).

- xxxvii. The PSA shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and adding any other component he desires to give over and above, to any or all the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified without assigning any reasons and any communications in this regard shall not be entertained.
- xxxviii. The PSA **shall always maintain the following records:** *Register of Security Staff, Employment card, Muster roll / Attendance register, Wages paid register, Receipt of wages, Over time register, Any other registers / records as per the existing laws.*
- xxxix. The PSA shall maintain each registers & records as maybe required by Bank and/ or by the statutes; inspection of the same shall be provided to the authorized personnel of the bank.
- xl. The PSA staff shall maintain logbooks with the supervisor/concerned staff for noting movements of men, materials etc. and should timely inform the Authorised Official(s) of the Bank regarding any unusual happenings in and around the premises at once and have complete vigil over the property round the clock. The PSA should ensure that the supervisor/concerned staff submits the logbooks to the Concerned bank Official whenever demanded.
- xli. The PSA must make available a copy of the Duty roll to the LHO/Module Security officer in advance.
- xlii. All Registers need to be made available/complied by the PSA only.
- xliii. The Bank reserves the right through the Circle Security Department, LHO GIFT City, Gandhinagar to make changes in method and specifications of work within the overall framework of the terms and conditions.
- xliv. The PSA/Bidder should not have been blacklisted or debarred or included in negative list or terminated of their services in the past by any scheduled Bank / PSU / Corporate body / Govt. body.
- xlv. The information contained in this document or information provided subsequently to PSA(s) whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the PSA(s)

on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

xlvi. The applications would bind neither the Bank in any contract nor in an offer of an assignment/contract.

xlvii. PSA must sign the agreement within one month after the award of contract and must ensure satisfactory service to the Bank. If any PSA fails to deviate from the terms and conditions of the agreement or tender terms and conditions, strict penal action including termination of Contract followed seizure of EMD/SD and Blacklisting/Debaring for a period of five years or a reasonable period as decided by the Bank will be taken against the defaulting PSA. In addition, retendering for the whole or part will be carried out as decided by the Bank.

xlviii. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the Bank shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the Security Deposit as aforesaid or delist the name of the vendor from the panel.

xlix. The Bank reserve the right to engage different PSAs to different offices/ branches of the Bank.

I. The Bank reserves the right to cancel the tendering process without giving any reasons at any stage. It is purely on the discretion of the Bank.

li. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

lii. The selected PSA will have to enter into an agreement with the Bank as per the format provided by the Bank in stamp paper of appropriate value. The format of the agreement shall be designed and drafted based on the Terms & Conditions / Clauses mentioned in this RFP document. However, the Bank reserves the right to add / delete any other appropriate clauses in the Agreement.

liii. Government Acts and Regulations The selected Agency must submit the security deposit or performance guarantee for such amount as may be finalized by the Bank.

liv. The Agency should have the following capabilities in terms of RBI/Banks guidelines:

- a. Effective infrastructure for training of security guards.
- b. High standards of supervisory infrastructure.

- c. Security clearance by the Gujarat /UT of Daman and Diu Governments for the security agency and security guards deployed in the respective State/UT, whenever required.
- d. Must have liaison with the Government (Central and State) and Police establishment at all levels of hierarchy.
- lv.No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of a contractual agreement with the successful Bidder.
- lvi.No person of the Bank or the Bidder / PSAs and third parties shall violate the social media policy of the Bank.
- lvii.The Agency shall ensure that the security guards deployed conform to the standards prescribed in the Private Security Agencies Rules framed by the respective State Government/ Union Territories.
- lviii.The Agency agrees that they shall comply with security regulations in effect from time to time at Bank's premises and externally for materials belonging to SBI.
- lix.The Bidder shall further ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
- lx.The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Vendor 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 bidding process.

6. **DISCLAIMER**

- a) The RFP would bind neither the Bank in any contract nor in an offer of an assignment/contract.
- b) This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids.
- c) The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require.
- d) Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this Tender and where necessary obtain independent advice.

- e) Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this Tender.
- f) Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender.
- g) No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.
- h) The Bidder is expected to examine all instructions, statements, terms, and specifications in the bidding document.
- i) Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- j) The Bank has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, the Bank is entitled to issue corrigendum to Tender relevant to the Scope of Work.
- k) Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.
- l) The Bank reserves the right to accept any bid or reject any or all the bids/proposals received in response to the offer and to cancel the entire process at any time prior to award of the assignment/contract, without thereby incurring any liability to the affected respondent/s.
- m) The Bank shall not be bound to offer any reasons for such acceptance/rejection nor shall entertain any correspondence with the rejected respondents in this matter.
- n) The Bank reserves the right to cancel the empanelment process altogether at any time for any reason whatsoever, purely as the discretion of the Bank.

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

- a) Earnest Money Deposit for Rs.15,00,000/- (Rupees Fifteen lakhs only) by DD or Banker's Cheque in favour of State Bank of India, Local Head Office, GIFT City, Gandhinagar along with other bid documents.
- b) EMD in any other form is not accepted.
- c) EMD shall remain valid for a period of minimum 60 days beyond the final validity period of Bids (90 days) calculated from the Date of Opening of the Bids.
- d) Every application for empanelment not accompanied by Earnest Money Deposit (EMD) will stand automatically rejected.

- e) The EMD of empanelled agencies will be retained by the Bank during the tenure of hiring as an interest free security deposit.
- f) The EMD will be refunded to the agencies not selected for empanelment /unsuccessful bidders as soon as the hiring process is concluded.
- g) No interest shall be paid on the EMD.
- h) The EMD of the successful bidder shall be returned after receipt of PBG/SD as called for in the contract.
- i) The Bank reserve to forfeit the said security deposit of PSA and cancel work order:
 - i.If an empanelled PSA who is qualified in the Technical Bid process and refuse to take part in the Financial Bid Process without having sufficient reasons acceptable to the Bank
 - ii.PSA selected after the Financial Bid process refuse/fails to enter contract with the Bank
 - iii.If refuse to provide the security deposit or performance guarantee required by the Bank.
 - iv.If the successful bidder refuses to take up the work/does not start the work in time.
 - v.Any other situations except force majeure.

10. **PERFORMANCE BANK GUARANTEE (PBG)**

- a) The performance guarantee is required to protect the interest of the Bank against poor performance of services provided, which may warrant invoking of performance guarantee. In case any act of the PSA results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.
- b) The successful Bidder whose tender is accepted by SBI shall be bound to submit a performance guarantee for an amount equals to **10% of the contract value** from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank Annexure 'G'.
- c) The successful Bidder shall submit the Performance Bank Guarantee (BG) within 15 days of receipt of such intimation.
- d) Performance Bank Guarantee (BG) shall remain valid for a period of minimum 60 days beyond the validity period of contract.
- e) If any successful Bidder refuses to give the Performance Bank Guarantee, then their EMD will be forfeited, and the tender will be re-invited. Such Agencies shall not be allowed to participate in the retendering process of the work and will be debarred/blacklisted for three years or a particular period as decided by the Bank.
- f) If at any time during performance of the contract, if the PSA shall encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the PSA shall promptly notify the Bank in writing of the fact of the delay, its likely duration, and its cause(s), as soon as practicable.

g) PSA must sign the agreement within one month after the award of contract and must ensure satisfactory service to the Bank. If any PSA fails to deviate from the terms and conditions of the agreement or tender terms and conditions, strict penal action including termination of Contract followed seizure of EMD/SD and/or Performance Guarantee and Blacklisting/Debaring for a period of five years or a reasonable period as decided by the Bank against the defaulting PSA. In addition, retendering for the whole or part will be carried out as decided by the Bank.

11. **VALIDITY OF TERMS AND CONDITIONS**

These terms & conditions shall be valid for a period of three years with review on every year and extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions after expiry of initial period subject to satisfactory performance at the discretion of Bank.

12. **CLARIFICATIONS**

- a) If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
- b) Clarifications, if any, on the tender may be referred to the AGM & Circle Security Officer, SBI, LHO, GIFT City, Gandhinagar at this Office by post or e-mail: agmsec.lhoahm@sbi.co.in.
- c) A pre-bid meeting will be held at Bank's LHO, GIFT City, Gandhinagar at the scheduled date and time given above. Interested PSAs are requested to attend the meeting.

13. **STATUTORY REQUIREMENTS**

- a) Bidder should comply with all the labour Laws, Rules and Regulation of State and Central Government.
- b) Bidder should furnish their PAN No, GSTIN/UIN, Registration details of firm with PIN Code, TAN no, TIN No. etc. as applicable.

14. **BID INTEGRITY**

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

15. **BID SUBMISSION**

- a) The bid responses as per the annexed formats duly filled in and signed by the authorised signatory of the bidder along with self-attested copies of relevant certificates / testimonials are required to be submitted in a sealed envelope super

scribed with **“BID DOCUMENTS FOR EMPANELEMENT/HIRING OF PRIVATE SECURITY AGENCIES FOR PROVIDING OUTSOURCED SECURITY GUARDING SERVICES IN LOCAL HEAD OFFICE/ BRANCHES/OFFICES/ OTHER ESTABLISHMENTS OF AHMEDABAD CIRCLE LOCATED IN RURAL, SEMI-URBAN AND URBAN AREAS IN THE STATE OF GUJARAT, UT OF DADRA & NAGAR HAVELI AND DIU & DAMAN”** to be submitted online not later than specified time and date given above.

b) The name, address and mobile number/ email id of the bidder should also be stated in the bid documents.

c) Incomplete application forms and applications submitted after the specified date & time will be rejected.

16. **GOVERNING LANGUAGE**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

i. **SELECTION PROCESS:**

1. Sealed envelope containing the RFP, received up to the scheduled date and time will only be considered. The tender documents received as above will be opened at the specified time and date by the Bank, in the presence of the bidders, if any present.

2. The Bank will evaluate the RFP for empanelment based on the stipulated minimum eligibility criteria based purely on valid proof of documents submitted by the Bidders/PSAs.

3. The short-listing of Bidders/PSAs shall be based on proof of documents submitted, site visits (PSA office, training centres etc.) by the Bank's Officials (optional) and satisfactory feedback from reference sites.

4. The Bidders / their representative may be present at the time of opening of the RFP, if they so desire. *No separate intimation will be sent to the Bidders for deputing their representatives.*

5. The price bidding is proposed to be done separately through online bidding among the qualified Bidders as per the requirement of the Bank.

6. The Bank reserve the right to conduct e-auction or any other valid procedures for selecting the successful Bidder.

7. The qualified Bidder will be communicated through e-mail/letter for submission of price bids and accordingly method of price bidding, place, date and time of opening of the bid shall be intimated.

8. The Bank also reserve the right to reject any unreasonable or unrealistic quotes or to engage any PSA other than the empanelled agency, if so, required in the interest of the Bank.

9. The Bank will finalise the L1 bidder based on the quotes received from the empanelled agencies, other eligibility criteria and conditions mentioned in the bid/RFP documents.

10. The award of contract will be made to the Bidder(s) whose bid has been determined to be the lowest, realistic, responsive after arithmetic checking of all components of price bid.

11. In case multiple agencies are quoting same L1 rate and there is tie among the price bids submitted by technically qualified Bidders, the selection amongst the L-1 bidders will be made through

- a) Proven satisfactory performances of minimum two years with SBI or any other PSU Banks. Satisfactory performances with SBI will be given preference {Valid and latest (Within one month) satisfactory certificates to be submitted}.
- b) Engagement of maximum ex-servicemen guards in State of Gujarat.
- c) Primary registration and registered main Office in State of Gujarat.
- d) Steady turnovers over the past years (2024-23, 2023-22 & 2022-21). L2/L3 etc. will also be decided on similar lines.

12. Proven satisfactory performances of minimum two years with SBI or any other PSU Banks. Satisfactory performances with SBI will be given preference {Valid and latest (Within one month) satisfactory certificates to be submitted}.

13. The number of empanelled PSAs shall be restricted to minimum requirement of Bank based on the comparative percentage obtained by Bidders/PSAs with regards to the PSA which scored the highest marks as per the **Technical Evaluation Matrix** given in the tender as Annexure 'L'.

14. Final selection of the PSA would be based on the combination of marks obtained in the technical evaluation, as well as the rates quoted in the financial bid.

15. The Bank has the right to accept/reject any/all bids at any stage without assigning any reasons there for and no correspondence shall be entertained in this regard.

ii. **EVALUATION:**

1. The bids will be examined by the Bank to determine whether they are complete, the required EMD and other details/documents have been furnished /submitted.

2. Bid determined as not substantially responsive will be summarily rejected.

3. The Bank may at its discretion waive any minor nonconformity or irregularity which does not constitute a material deviation or all for the immediate rectification of such minor discrepancy and the decision of Bank whether any deviation is material or not shall be final & binding to all.

4. The bids will be subjected to detailed scrutiny based on the claims in the bid submissions and supporting documents vis-à-vis the requirement as per the RFP.

5. The Bank reserve the right to make any personal inspection of the office of the bidder, directly collect the feedbacks from other customers of the bidder and make such

other evaluation and inspection for the purpose of Evaluation of the bidders. Those who fulfil the technical qualifications will be considered as technically qualified and eligible for empanelment.

6. The Bidders or their authorized representatives may be present during opening of RFP. However, RFP would be opened even in the absence of any or all of such bidders or their representatives.

7. **Evaluation will be done based on the documents submitted along with the RFP and as such the bidders are requested to ensure its accuracy and all material details are correctly included in the offer response.**

8. **The Bank reserves the right to reject any or all bids in response to the RFP without assigning any reasons whatsoever.**

9. Bank reserves the right to allocate or cancel any deployment as per the requirement of Bank at the L1 rate.

10. Bank reserves the right to delist the Empanelled Agencies at any stage in the event of failure of non-response, non-commitment, and non-completion of the assigned task as per offer terms and conditions.

11. It will be mandatory to accept work of any Office/Branch comprising of urban, semi urban as well as rural branches.

iii. **AWARD OF CONTRACT**

1. The Contract shall be awarded with the approval of the Competent Authority to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid. Bank reserves the right to make any changes in the list of locations.

2. The negotiations with L-1 bidder only may be resorted to in exceptional circumstances if prices are not found reasonable or for clarification of commercial aspects of the bid which are minor in nature. Negotiation, if any, shall be held as per the CVC guidelines issued from time to time.

3. The selected PSA shall furnish the following documents in respect of each PSA employees deployed, before the commencement of contract:

4. List of trained PSA staff identified/selected by agency for deployment with Bio data i.e., date of birth, age, qualification address etc. (KYC documents).

5. Training certificate issued by training/institute/organization.

6. Certified copy of the character certificate.

7. **Splitting of Work**

a) The Bank reserves the absolute and unconditional right to split the entire work among two to six PSAs, or more, at its sole discretion, based exclusively on the L-1 rate. The Bank's decision in this regard shall be final, binding, and non-negotiable upon L-1, all other PSAs, and any other stakeholders. Under no

circumstances shall L-1 or any other PSAs dispute, object to, or challenge the splitting of the work.

b) The splitting of work shall be conducted as per the ratios stipulated in the RFP, provided that L-2, L-3, L-4, and so forth agree to match the L-1 rate and accept all terms and conditions as set forth by the Bank. If L-2 declines to match the L-1 rate, the Bank shall invite L-3, L-4, and others in the same sequence to match the L-1 rate, with no deviation from this process.

c) Participation in the tender process is strictly contingent upon the PSA's prior, irrevocable acceptance of the afore mentioned terms, including the allotment of work at the L-1 rate, which shall not be questioned or subject to challenge under any circumstances. The Bank's decision in this regard shall be conclusive and shall not be subject to review, dispute, or objection by any PSA or other stakeholders.

8. The work orders will be issued by the Branch/Office/Regions/AOs/LHO. Since timely execution of works is of paramount importance, requests for extension of time shall not be entertained. No interest shall be paid in case of any delay in the payment.

9. If the L-1 bidder must confirm his willingness to execute the contract within 72 hours. If L-1 bidder disagrees within the stipulated time, then the EMD/SD of the defaulting Bidder can be seizure of and Blacklisting/Debaring for a period of three years or a reasonable period as decided by the Bank.

10. In case L1 shows unwillingness to work, the Bank reserve the right to accept L2 as L1, provided L2 agree with the L1 rate. If the same is not feasible, the Bank may cancel the entire contract including L2, L3, etc. shares and again go for fresh commercial bidding (Online /Offline) and the L1 will not be eligible to participate in the said process.

11. For the purpose of sharing of the work with L2, L3 etc. stated in above, in case L2 or L3 and so on refuse to accept L1 rate, the next bidder such as L7 or L8 or L9 till last qualified bidder will be given opportunity to accept L1 rate.

12. If any L1 Vendor is terminated during the contract period, Bank reserves the right to terminate the portions awarded to other Vendors i.e. L2 and/or L3 and so on portion etc. and resort to retendering of the whole Module or part of it.

iv. **AGREEMENT**

1. The PSA whose tender is accepted is bound to execute a formal agreement with the Bank on a stamp paper of appropriate value within 15 days from the receipt of intimation of acceptance of his Bid by SBI and this agreement will include the duly completed form of tender, specifications conditions, other papers therein, special conditions, all drawings etc., but his liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not.

2. A formal agreement on stamp paper worth Rs.300/- (Rupees Three Hundred only) will be done at respective Branch/Office. Copy of each agreement should be submitted to CSO Dept, LHO, GIFT City, Gandhinagar for record purpose by the respective

successful bidders. Master agreement will be done at CSO Dept, LHO, GIFT City, Gandhinagar.

3. The Vendor must sign the agreement within one month after the award of contract and must ensure satisfactory service to the Bank. If any Vendor fails to deviate from the terms and conditions of the agreement or tender terms and conditions, strict penal action including termination of Contract followed seizure of EMD/SD and Performance Guarantee and Blacklisting/Debaring for a period of three years or a reasonable period as decided by the Bank will be taken against the defaulting Vendor. In addition, retendering for the whole or part will be carried out as decided by the Bank.

4. Until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.

5. The PSA shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

6. Format of the agreement will be shared with the successful Vendors along with the work order.

7. Income Tax will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

8. Necessary insurance policy for all employees who are engaged for maintenance works to be obtained.

v. EXECUTION OF CONTRACT / TRANSFER AND SUBLETTING

1. The PSA shall undertake and agree that it will not sub-let the contract awarded to it by the Bank.

2. The PSA shall keep high professional standards in discharging his obligations as per this offer document and the contract, if any executed with the Bank.

3. The PSA shall be solely responsible for the execution of the contract and the whole contract is to be executed to the entire satisfaction of the Bank.

4. The PSA shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or company directly or indirectly, or any part thereof.

5. If at any stage it is found that the PSA has sub-let the work, the contract shall stand automatically terminated and the Bank can act in such case against the PSA as deemed fit including confiscation of the Security Deposit of the PSA.

6. In case of any deviation of the said instructions is detected / observed during the currency of the contract the said bidder would be liable for delisted/de-empanelled from the Bank.

vi. REQUEST FOR QUOTATION/ WORK ORDER

1. Request for quotation / Work order will be placed by respective Branch/ Offices/ RBO/ AO/ LHO to the empaneled Agency(s), as and when necessary, after getting

approval from the appropriate authority. Please note that the quantity of service of security guards may increase or decrease as per Bank's requirement.

2. The Bank will enter into the agreement with one or more Agency who offer the lowest price quote. It may be noted that the Bank is not bound to avail the service of PSA offering the lowest price quote.

3. Once the request for quotation is accepted, the PSA(s) will execute the work orders placed to them within 15 days. If the work is not executed and the PSA(s) fails to provide the required manpower for the services required within the mentioned time period or there is an un-approved delay in the execution of the work order, Bank reserves the right either cancel the work order and call other qualified PSAs quoted lowest rates in sequence to award work at L1 rates or to give the balance work to the other qualified PSAs in sequence at L1 rates and Bank's terms and conditions or carry out retendering. In either of the case the EMD/Security deposit of L1 will be forfeited. The decision of Bank in any such case will be final and binding on the PSA/Contractor.

4. Bank shall have the right to adjust set-off against any sum payable to the PSA/Contractor under this or any other contract with the Bank anywhere in India / outside India.

vii. PRICE VARIATION CLAUSE

1. **Price variation for Labour component:** The manpower central minimum wages shall be paid as per the prevailing rates as fixed by the Government of India from time to time and claim the same as reimbursement.

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

viii. VALIDITY OF EMPANELMENT

1. The empanelment shall be valid for three (3) years, subject to review every year, based on satisfactory performance of the Agency. However, the Bank reserve the right to rely on the empanelled panel for services beyond three years, if so required or such termed condition or may be finalised.

2. The panel may be extended or curtailed at the sole discretion of the Bank. No price hike other than Minimum wages notified by the Government shall be permitted during this period.

3. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the PSA and initiating necessary action as deemed fit including De-panelling your firm etc. solely at the discretion of the SBI.

ix. INSOLVENCY, ETC.

In the event of the Agency being adjudged insolvent or having a receiver appointed for it by a Court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Bank shall have the power to immediately terminate the empanelment and contract without any prior notice. Agency must submit latest **solvency certificate worth Rs.300 Lakhs.**

x. FORCE MAJEURE

Bank may consider relaxing the penalty and other requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. The party shall use all reasonable endeavours to minimise any such delay.

Definition: The term “Force Majeure” means any event or circumstance or combination of events or circumstances that affects the performance by the Agency of its obligations pursuant to the terms of this RFP and Agreement to be executed with the Bank (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Agency’s reasonable control and were not reasonably foreseeable and the effects of which the Agency could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion, pandemic or epidemic and strikes.

xi. SAFETY, SECURITY, ETC.

1. That the Bank shall not be liable for any compensation in case of any fatal injury/death caused to any of the PSA’s employees while performing / discharging their duties/visiting Bank’s premises for inspection or otherwise. The PSA shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.
2. In no case, safety norms shall be violated.
3. The PSA agrees that its personnel shall comply with safety regulations in effect from time to time at Bank’s premises.
4. The PSA should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
5. The PSA shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, and will wear with entry ID card for Bank premises etc.
6. The PSA shall ensure to get the police verification for all the manpower deployed by them and the PSA should ensure that the manpower deputed should bear good character and conduct.

7. The PSA shall be responsible for the good conduct and performance on the part of his personnel and the PSA shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him, and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The PSA will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers. The PSA should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.

8. The PSA shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.

9. The Supervisor, and other technicians shall be available and be report to the concerned department every day.

10. All PSA personnel will be subjected to physical checking / frisking while coming and leaving the Bank premises.

11. The PSA should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.

12. The PSA will open Basic/SB accounts in any SBI Branch of all personal engaged in work force.

13. The PSA is required to maintain First Aid kits for use whenever it becomes necessary.

xii. **ADHERENCE TO LABOUR LAWS, ACTS, REGULATIONS**

1. The PSA shall strictly adhere to all prevailing labour laws including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

2. The PSA shall undertake to comply with all labour and such other statutory and welfare legislations more particularly with the following enactments as amended or modified:

- a) Contract Labour (Regulation and Abolition) Act,1970 and Central Rules 1971,
- b) Minimum Wages Act, 1948,
- c) Employees Compensation Act, 1923,
- d) Payment of Wages Act 1936
- e) Payment of Bonus Act, 1965
- f) Employees' Provident Funds & M.P. Act, 1952,
- g) Payment of Gratuity Act, 1972

- h) Employees State Insurance Act, 1948
- i) Personal Injuries (Compensation Insurance) Act 1963,
- j) Employers Liability Act 1938,
- k) Code on Wages, 2019
- l) Industrial Disputes Act 1947,
- m) Industrial Employment (Standing Order) Act 1946,
- n) The Maternity Benefit Act 1961
- o) The Equal Remuneration Act, 1976
- p) Shop and Commercial Establishment Act, as applicable
- q) The Gujarat Labour Welfare Fund Act, 1953
- r) Interstate Migrant Workers Act, 1979
- s) Apprentice Act 1961 (Amended)

3. Any other applicable State/ Central Laws, Codes and statutory modifications thereof, that may be applicable or and rules framed there under from time to time or in relation to the services to be provided and the personnel engaged by the PSA and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and the said personnel so engaged by the PSA.

4. 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 PSA and it shall be the sole responsibility and liability of the PSA to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

xiii. JURISDICTION

In case of any dispute between the Agency with whom the Bank has entered into a contract and the Bank, the parties shall try to resolve the same amicably. However, all matters of jurisdiction shall be subjected to the exclusive jurisdiction of the courts in Gandhinagar, Gujarat.

xiv. PENALTY CLAUSE

In case, the successful bidder fails to carry out the work within the stipulated period i.e. one month from date of issuing the work order, the Bank shall impose a penalty of Rs.1000/- per person per day till the commencement of the service from the caution/security deposit.

xv. TERMINATION OF CONTRACT

In case of services any PSA, if found to be below par, the services could be discontinued by the Bank, after giving due notice of not less than 14 days as per instruction of the

Bank. In case the contract with any PSA is terminated, the Bank reserve the right to use the service of any other PSA in the panel for such service on mutually agreed terms.

xvi. **BREACH OF TERMS AND CONDITIONS**

In case of breach of any of the terms and conditions specified in RFP, Agreement to be executed between the Bank and the Agency, or letter of award, Bank shall have the right to cancel the empanelment without assigning any reasons whatsoever and nothing shall be payable to the successful tenderer and in such an event the performance guarantee furnished by him shall stand forfeited

xvii. **SOCIAL MEDIA POLICY**

1. No person of the bank or the Bidder / Contractors and third parties shall violate the social media policy of the Bank.
2. The following acts on the part of personnel of the Bank or the Bidder / Applicant and third parties shall be construed as violation of social media policy:
3. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
4. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

xviii. **NOTIFICATION OF SUCCESSFUL BIDDER**

The Bank will notify the successful bidders in writing by registered letter or email or fax, that its bid has been accepted.

xix. **ISSUE OF WORK ORDER**

The Successful Agency shall within 15 days of issue of work order must enter into a formal agreement with Bank in the Bank's format which will be provided after finalisation of PSAs.

xx. **PAYMENT TO PSA**

1. The payment as per the agreed rate after deduction of applicable taxes at source as per the Government Rules shall be paid to the PSA **on or before 5th of succeeding month or within seven (7) days after receipt of bill whichever is later**, by **Account Credit** after receipt of the bill from the PSA together with the relevant log book maintained by the PSA Staff at the above premises which will be duly verified and certified by the authorised officials.
2. A receipt should be given by the PSA for the payment received by them. However applicable GST as per the Government rules will be paid by the Bank, provided the PSA mention valid GSTIN of both PSA and recipient in the invoice submitted to the Bank.
3. Payment to the PSA will be released only when the following documents are submitted by the PSA along with monthly bills: -
 - a) A copy of Muster roll as per Form XVI {See rule 78 (1) a (i)} of Contract Labour (regulation & Abolition) Central Rules 1971.

- b) Register of wages as per Form XVII {See rule 1a(I)} of Contract Labour (regulation & Abolition) Central Rules 1971.
- c) Wage slips as per Form XIX {See rule 78 (I) (B)} of Contract Labour (regulation & Abolition) Central Rules 1971. The salary slip must show individual EPF No., ESIC No. and Bank Account Number in which the salary is credited.
- d) Monthly challan of EPF department showing the names of PSA Staff and their monthly subscription details.
- e) Monthly challan of ESIC department showing the names of PSA Staff and their monthly subscription details.

4. Bank will make payment of bills presented by the PSA to their declared account with SBI only.

5. Monthly payment for manpower shall be paid by Bank as per the actual number of days manpower deployed by the PSA. The persons employed by the PSA should also open accounts with SBI.

6. The PSA will make direct credits of the salary payable after making statutorily permitted deductions to such individual accounts towards Income Tax, Work Contract Tax, Professional tax and any other statutory deductions as per the law prevalent and shall produce the above-mentioned relevant documents to the Bank for verification every month along with their monthly bills failing which bills shall not be paid. Moreover, the Bank reserves the right to view/scrutinize and rely upon such accounts apart from demanding monthly accounts statements from the PSA.

xxi. CANCELLATION OF WORK ORDER

Failure of the successful bidder to comply with the requirement of submission of EMD/security deposit in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Bank may make the offer to any other bidder at the discretion of the Bank or call for new bids.

xxii. TERMINATION OF AGREEMENT

1. The contract can be terminated before the expiry of contract period owing to deficiency in service or sub-standard quality of service provided by the PSA. Further, Bank reserves the right to terminate contract at any time by giving one month's notice, without assigning any reason whatsoever.

2. Without prejudice to what is contained in the tender documents and agreement, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:

- a) In the opinion of the SBI (which shall not be called in question by the PSA/Contractor and shall be binding on the PSA/Contractor), the PSA/Contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- b) The PSA/Contractor commits a breach of any t agreement and /or

- c) for any reason whatsoever, the PSA/Contractor becomes disentitled in law to perform his obligations under this agreement and/or
- d) There is any variation in the ownership/partnership or management of the PSA/Contractor or his business without the prior approval in writing of the bank to such variation.
- e) Abnormal Delay in deployment of Security Staff. Any delay of more than one month beyond the specified period.
- f) Indiscipline by Security Staff and PSA, Non-Adherence to dress code, Irregular attendance and Non punctuality and casual attitude.
- g) Non-payment of statutory dues to concerned departments or Non remittance of EPF, ESI, ELDC contributions or Non-payment or underpayment of wages or irregular/ delay in payment of wages or Abandonment of service or Cancellation / suspension of PSARA Act of PSA.
- h) In the event of termination of this agreement for any reason whatsoever, the PSA/Contractor/ 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.

xxiii. NON-DISCLOSURE

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

xxiv. SEXUAL HARASSMENT

The PSA shall be solely responsible for full compliance with the provision of the "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".

- a) In case of any complaint of sexual harassment against its employee(s), the complaint will be filed before the Internal Complaints Committee constituted by the PSA and the PSA 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 State Bank of India (SBI) against any employee/s of the PSA shall be taken cognizance of by the State Bank of India (SBI).
- c) The PSA shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the PSA, for instance

any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the PSA is proved.

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

For and behalf of State Bank of India.

AGM & Circle Security Officer
State Bank of India
Local Head Office
GIFT City, Gandhinagar
Pin – 382355

03.11.2024

List of Appendices /Annexures:

- Requirement of security and safety services persons - Appendix 'A'
- Documents to be enclosed (self-attested photocopies): - Appendix 'B'
- Duties of Security and Safety staff - Appendix 'C'
- Bid Covering Letter to be submitted by the bidder along with Bid documents - Annexure 'A'
- Undertaking - Annexure 'B'
- Certificate - Annexure 'C'
- Application for empanelment of Security Services in Ahmedabad circle - Annexure 'D'
- Details of security guarding contracts provided by the applicant currently in Gujarat and UT of Dadra and Nagar Haveli - Annexure 'E'
- Contract with reputed organisations within the last seven (7) years as on 31st March 2024, list of top-3 completed annual contracts - Annexure 'F'
- Performance Bank Guarantee - Annexure 'G'
- Draft - Indemnity Bond Format - Annexure 'H'
- Details of litigation / arbitration cases resulting from the contracts executed in the last seven years or currently under execution - Annexure 'I'
- Form of Price Bid - Annexure 'J'
- Breakup of total charges to be quoted - Annexure 'K'
- Technical Bid: Evaluation Matrix - Annexure 'L'
- General conditions of the contract - Annexure 'M'
- Empanelment of services agreement - Annexure 'M'

REQUIREMENT OF SECURITY AND SAFETY SERVICES PERSONS

The approximate requirement of various categories of personnel is given below: -

| LHO/Administrative Office/Office/ Branch | Armed Guard | Unarmed Guard | CRO | Firemen | Armourer | Supervisor | VMS Staff | BMS Staff | Total |
|--|-------------|---------------|-----------|-----------|----------|------------|-----------|-----------|------------|
| LHO premises GIFT City | 0 | 41 | 4 | 6 | 0 | 4 | 3 | 5 | 63 |
| AO premises Ahmedabad | 0 | 19 | 4 | 4 | 0 | 1 | 1 | 0 | 29 |
| AO Ahmedabad | 67 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 87 |
| AO Gandhinagar | 91 | 12 | 4 | 4 | 0 | 1 | 1 | 0 | 113 |
| AO Surat | 58 | 10 | 0 | 4 | 0 | 0 | 0 | 0 | 72 |
| AO Vadodara | 58 | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 94 |
| AO Bhavnagar | 2 | 21 | 4 | 4 | 0 | 1 | 0 | 0 | 32 |
| AO Rajkot | 11 | 23 | 0 | 4 | 0 | 0 | 0 | 0 | 38 |
| Total | 287 | 182 | 16 | 26 | 0 | 7 | 5 | 5 | 528 |

Note:

- Please note that above mentioned number of skilled and highly skilled manpower is tentative which may increase or decrease, and Service Provider should supply the manpower as desired by the Bank at quoted rates only).**
- The contract labour should not be allowed to work for long tenure in the office. The PSA should depute the contract labour on 'ROTATION' basis, as advised by the Bank. The PSA will ensure leave arrangements, so that the said number of manpower may be available on daily basis without fail. In case of non-deployment of the requisite number of manpower, the clause of 'WAGE CUT' will be applicable on pro-data basis.

MANDATORY DATA / KYC REQUIREMENT OF EMPLOYEES

The following data relating to employees has to mandatory provided by the Bidder: -

1. Name & Address of the employees
2. Photo ID & Address proof
3. Two copies of Recent colored photographs of the employees
4. EPFO registration details
5. ESIC registration details
6. Account numbers in which salary of the employees is to be credited, along with details of the Bank preferably SBI to reconcile (viz. Name of Bank, IFSC code, Branch Name, Address of the Bank)

Signature of Bidder

DOCUMENTS TO BE ENCLOSED IN THE FOLLOWING ORDER (SELF ATTESTED PHOTOCOPIES ONLY): -

1. Constitutional documents of the bidder.
2. KYC documents of the bidder.
3. Registration Certificate of the Private Security Agency (PSA).
4. Income Tax returns for 2021-22, 2022-23 & 2023-24.
5. Audited Balance Sheets for 2021-22, 2022-23 & 2023-24.
6. PAN Card.
7. Valid PSARA certificate (Gujarat).
8. EMD – DD or Banker's Cheque favouring SBI to be payable at Gandhinagar for **Rs.15,00,000/-** (Rupees Fifteen lakhs only)
9. GST No of Gujarat & Registration letter.
10. Partner / Associate Agreement.
11. Details of works executed with supporting documents.
12. Performance Certificates.
13. Valid Licenses / Approvals / Certificates from labour authorities (ESIC/EPF etc.).
14. Documents in support of registration as per Contract Labour (Regulation and Abolition) Act, 1970.
15. Order copy/contract copy and certificate of successful work from Public Sector Bank in support of deployment of PSA Guards at Public Sector Banks.
16. Oldest work order to indicate experience in the field as on 31.03.2017 or before - minimum 7 years).
17. Pay roll for the month March 2024.
18. Copies of telephone bill / valid lease agreement/ proof of office in Gujarat.
19. Duly filled Annexures and Appendices.
20. Any other documents mentioned in the tender.

DUTIES OF SECURITY AND SAFETY STAFF

QUALITATIVE REQUIREMENT OF SECURITY GUARDS

1. General:

- a) The Private Security Agency shall employ the category of guards i.e. Ex-Servicemen (preferred), Ex-Paramilitary not above the age of 60 years.
- b) Physical and Medical Fitness – The Private Security Agency shall get Guards/Supervisors physically and medically fit for performing Guard duties and screened for visual, hearing, gross physical defects and contagious diseases by certified MBBS Doctor before deploying the guards.
- c) Security Guards/Supervisors engaged by the Private Security Agency shall not take part in any staff union /association activities

2. Appearance Standards of Security Guards

- a) All security guards shall be well groomed and clean. They will wear the prescribed uniform smartly and correctly. Name Plate should be displayed above the left side of the pocket and if possible, full name should be written. They will display their Identity card.
- b) All security guards will have short hair and fingernails trimmed. They will shave daily. Poor personal hygiene that is offensive to others will not be tolerated.
- c) All security guards are prohibited from attaching, affixing, or displaying objects, articles, jewellery or ornamentation to or through the ear, nose, tongue, or any exposed body part (includes visible through clothing) while on duty.

3. Eligibility of Private Security Guard

- a) **Ex-servicemen** (ESM) preferably from combat arms e.g., Infantry, Artillery, AD Artillery, Armoured Corps, or Soldiers GD or Combatants from any other Arm or Service.
- b) Medical category: - SHAPE -1 or AYE (To be verified from discharge book).
- c) Character: Preferably Exemplary. GOOD may be considered.
- d) Age: - Should not be more than 60 years.
- e) Education qualification: min. 8th pass.
- f) If ESM are not available, then Ex Paramilitary/Police personnel can be considered for engagement with the prior permission of concerned Security Officers.
- g) They should have done required training as per the **Section 5** of The Private Security Agencies (Regulation, Act 2005).

h) They should be Indian Citizen.

4. Training: - Private Security guard should have knowledge on the following:

a) Bank Security.

b) Firefighting.

c) First Aid.

d) Legal powers of the guards while on bank duty.

e) Bomb threat/ Sabotage.

f) Bank's strike/Dharna/agitation etc.

g) Handling of security equipment i.e CCTV system, Fire Alarm System, Security Alarm System and Fire extinguishers.

5. The trained guard should be able to demonstrate the following –

a) Conduct in Public and correct wearing of uniform.

b) Providing Physical security to building, security of the assets, personnel security.

c) Firefighting and use and management of various Firefighting equipment.

d) Crowd control.

e) Examining identification papers including ID cards.

f) Should be able read and converse in Hindi & Local language;

g) Providing First – aid.

h) Crisis response and Disaster Management.

i) Use of security equipment and devises (for example Security Alarm, CCTV system etc).

CHARTER OF DUTIES OF PRIVATE SECURITY GUARD/ SUPERVISOR

1. The primary duty of the private security guard provided by the Private Security Agency for performing duties at the branch / offices/ Residential Complex/ATM's of the bank is to provide protection to all the authorized inmates of the Bank and Bank's property against any theft, burglary, snatching, dacoity, fire, pilferage, sabotage and natural calamities etc.
2. The security guard on duty shall:
 - a) Perform diligently all such lawful duties as may be assigned to him by the Bank. Be vigilant and alert on duty and will not be under the influence of drugs/liquor etc. He shall not leave his post until relieved.
 - b) Be fully conversant with the standing instructions about his duties and responsibilities, layout of the building, telephone numbers of branch Manager, Fire Brigade and the Police to enable him to inform these officials in case of any eventuality.
 - c) Wear the prescribed uniform smartly and correctly with or without Gun, whistle, identity card while on duty.
 - d) Guard and protect all assets of the Bank. No items are allowed to be taken out from the Bank's premises/residential quarters/property without proper Gate Pass issued by the competent authority as laid down in the contract or authorized by the Bank for in-out movement of such items. The specimen signatures and telephone numbers of the above stated competent authority will be available with the Security Guards/Supervisors.
 - e) The private security guards will report to the place of duty at least 15 minutes in advance of the commencement of the shift, for collecting necessary documents/instructions, and to complete all other required formalities as stipulated.
 - f) Be polite and courteous yet firm in his dealings with the public. He shall exercise restraint and avoid being provoked.
 - g) The Security Supervisor/Guards shall give due respect to all and display mature behaviour, especially towards ladies.
 - h) Ensure proper access control as per instructions on the subject to prevent unauthorized entry. Not allow any visitor effecting ingress in the Bank premises with weapon/materials like firearms, explosives, etc.
 - i) Keep a close watch inside and outside the premises and in case of any anticipated/existing risk, suspicion, he shall immediately take appropriate action as warranted and also report the matter to his superiors/Branch Manager.
 - j) Be vigilant, alert and careful against any suspicious movement within and around the premises while patrolling the area.

- k) Ensure that before/after office hours all gates are closed. After Banking/office hours, he will allow entry only to the authorized persons after proper identification and the permission of the authorized person of Bank.
- l) Be thoroughly conversant with the security standing orders, firefighting orders and other orders issued from time to time on matters covering security need of the Bank.
- m) Be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the security supervisor and authorized person of Bank in case of any eventuality.
- n) The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Bank.
- o) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in are not open all over the premises.
- p) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- q) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguisher and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- r) In emergent situations, Security Guard/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Guard/Supervisor should be sensitized for their role in such situations.
- s) The Security Guards/Supervisors shall not accept any gratitude or reward in any shape.
- t) Perform the following duties during patrolling:
- i. Surveillance of the premises.
 - ii. Prevent use of premises by any squatter, hawker or undesirable characters.
 - iii. Prevent misuse of premises for unsocial activities by public or Bank staff.
 - iv. Check the points and stretches not visible from the duty guard's post.
 - v. Assist the Bank's own guards.
 - vi. Deal with untoward incidents.
 - vii. Keep a close watch over the building and other property, against attempts of arson or accidental fire and take action as per the Bank's firefighting instructions.
 - viii. Collect security information and convey the same to superior officers.

ix. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out. No vendor will be allowed to sell its items in Branch/office premise

CARETAKERS

1. SCOPE OF WORK

- a) Maintenance of the ATM room, machine and other equipment by dusting and cleaning, sweeping and Cleaning of ATM sites, including all items in the room like wall, ceiling, floor, gate, stairs, ATM exterior, ATM screen, fascia & signage etc.
- b) Seeing that all the equipment installed in the ATM room are working.
- c) Assisting customers appropriately, where required, but not doing ATM transaction on behalf of the customer.
- d) Display of Public materials, banner, poster etc supplied by the Bank as per instructions besides replenishing leaflets, brochures etc.
- e) Informing to the Branch Manager/Channel Manager/ any authorized representative of the Bank, about any irregular and or emergency situation at the ATM Site/ Kiosks including any break down in the ATM or AC.

2. DUTIES OF CARETAKER

- i. Caretaker should always be in proper uniform of the agency with logo of the company and black shoes. For winter season sweater with logo of the agency.
- ii. Should carry photo Identity Card issued by the agency.
- iii. Caretaker should maintain cleanliness of the ATM sites, including keeping the ATM sites at all times neat, tidy and spotlessly clean. This will include all items in the room like, wall, ceiling, floor, gates, stairs, ATM exterior, ATM screen, Fascia & signage etc all should be spotlessly clean, neat and tidy and so as to maintain hygienic atmosphere.
- iv. Caretaker should see that all the security and fire safety equipment, electrical equipment are working and in case they are not working or not properly working he will immediately inform the matter to the concerned Branch Manager/ Channel Manager/ any authorized representative of the Bank.
- v. Caretaker should empty Garbage bins. Garbage and waste materials are emptied and disposed off daily at regular interval as frequently as needed. In ATM site, except machinery and the publicity material, banners, posters etc supplied by the Bank, nothing should be stored.

- vi. Caretaker should provide general assistance, if required, to customers at ATM site. However, the Caretaker shall not operate the ATM in any manner whatsoever on Customer's behalf. The Caretaker shall manage customer's queue.
- vii. Caretaker shall deal with the customers politely. Prohibit entry of persons wearing helmet or with covered face, squatters, hawkers etc inside the ATM room. The caretaker shall exercise restraint and avoids being provoked.
- viii. Caretaker should guide the customer to visit the nearest ATM site in case of failure of service by the ATM.
- ix. Caretaker should receive complaints/requests/suggesting in writing from customers, in the register provided by the Bank. Complaints /requests/suggestions received during a day will be handed over to the Branch official/Authorized official/ Channel Manager/ any authorized representative of the Bank on next day.
- x. The Caretaker shall not accept any gratitude or reward in any manner.
- xi. Caretaker should immediately escalate problems of any kind (e.g., malfunctioning/breakdown of ATM, lighting, AC, UPS, Access door, CCTV, Security Alarm, Fire Alarm) including theft/theft attempt/ doubtful activities/ criminal activities like burglary, snatching, hold up, pilferage, sabotage, fire, natural calamities etc at /around ATM/ ATM site etc to the concerned Branch Manager/ Channel Manager/ any authorized representative of the Bank.
- xii. Caretaker will maintain a suitable register for entering details of the persons who comes ATM site for maintenance or access the back room (if any) and such details should include name of the person, his contact number, name of the company and work done. Such register should be produced to Branch official/Authorized official/ Channel Manager/ any authorized representative of the Bank during their visit to ATM.
- xiii. Caretakers should have the contact numbers of the local designated officials of his agency.
- xiv. Caretaker should have the contact numbers of representative Bank officials (Channel Manager/any authorized representative of the Bank/ Branch Manager)
- xv. Caretaker should arrange to get and display publicity materials, banners, posters etc supplied by the Bank in the site as per instructions besides replenishing leaflets, brochures. Etc.
- xvi. Caretakers should take care of the site ensuring that the site is clean, electrical fittings and signage are working and switched off when not required, racks are filled with brochures /pamphlets when provided at site.

- xvii.If any time the ATM is out of service, caretaker should immediately notify vendors and /or the Branch Manager /Channel Manager/ any authorized representative of the Bank provided by the Bank.
- xviii.Caretaker should invariable be present in front of the ATM site and should not enter inside, including the Back room (if available) of the ATM site, unless extremely necessary or asked to do so, however Caretaker should take proper care of all the assets of the Bank in the ATM site including the ATM.
- xix.Caretaker should call Police station, Fire service etc in case of emergencies and simultaneously inform the Branch Manager/Chanel Manager/ any authorized representative in the Bank. Caretaker should have the number of Fire Station and Police including the nearest Police station.
- xx.It is clarified that the Caretaker shall not be armed or shall not carry any firearms either on his person or keep the same at ATM site. Caretaker engaged shall not participate in any kind of Union and Association activities against the Bank.
- xxi.The Caretaker should not replace himself with any family member or any other person at ATM site.
- xxii.If any of the belongings left inadvertently by the visitors, the same should be handed over to the concerned Channel Manager/Branch Manager/ any authorized representative of the Bank to which ATM is attached, for eventual disposal to the owner thereof.
- xxiii.The caretaker should not do any Business/selling of products while station at ATM.

3. ELIGIBILITY CRITERIA FOR CARETAKERS

- i.Care should not have any criminal record and conviction. Police verification of Caretaker to be done by the agency. He will also submit the KYC documents duly verified by the ATM channel Manager/ CM (GB)/CM (Operation).
- ii.Before placing the ATM Caretaker, his background check, Police verification report and antecedents' verifications etc will be done by the agency and copy of documents to be handed over to the Branch Manager/ Channel Manager or any authorized person.
- iii.The age of the Caretaker should not be more than 55 years and should have minimum educational qualification of 8th Standard pass and should be in position to write and read Hindi/ English language.
- iv.Caretaker should be Indian citizen.
- v.Caretaker should be provided by the agency one mobile and connection with sufficient talk time.

4. PENALTY CLAUSE:

- i. Deploying of overage caretaker Rs 500 per instance will be imposed on the agency.
- ii. Non-supplying /non-wearing of the uniform by Caretaker: Rs 500 per instance will be imposed on the agency.
- iii. Non cleaning of ATM site: Rs 500 per instance will be imposed on the agency.
- iv. Non-supervising/false/incorrect reporting by Caretaker /Supervisor: Rs 500 per instance will be imposed on the agency.
- v. Act done by Caretaker causing Reputation/Operation loss to the Bank: Rs 5000 per instance will be imposed on the agency and agency will immediately remove the Caretaker.
- vi. Absenteeism of Caretaker more than 15 minutes Rs 500 per instance will be imposed on the agency.
- vii. Impolite /inappropriate behaviour by caretaker/ supervisor/ etc with customers or Bank Staff Rs 5000 per instance will be imposed on the agency and agency will immediately remove the Caretaker.
- viii. Non maintenance of register: Rs 500 per instance will be imposed on the agency.
- ix. Caretaker found sleeping: Rs 500 per instance will be imposed on the agency.
- x. Caretaker found drunk or intoxicated: Rs 1000 instance will be imposed on the agency and agency will immediately remove the Caretaker
- xi. Failure in communicating incident report by caretaker to Bank within 10 minutes of the occurrence: Rs 100 per instance will be imposed on the agency.
- xii. Caretaker committing/attempting involvement in illegal /criminal activity including fraud/theft/vandalism etc Rs 5000 per instance will be imposed on the agency and agency will immediately remove the Caretaker and legal action against him. Besides company will pay for the complete loss.
- xiii. Agency will be liable for any damage to the ATM machine or ATM room due to negligence of the caretaker. Besides company will pay for the complete loss.

Note: Before placing order for Caretakers, ATM Department/Channel Manager, will finalized/advise whether any changes (addition or deletion) required in the Scope of work, eligibility criteria, duties of caretakers and penalty clause or in any terms and conditions of the contract.

Bid Covering Letter: To be submitted by the bidder along with Bid documents

Date:

M/s _____

Address:

Fax No:

E-mail ID:

Tel. No. (O):

Mobile No:

To

AGM & Circle Security Officer

State Bank of India

Local Head Office

GIFT City, Gandhinagar

Pin – 382355

Dear Sir,

APPLICATION FOR EMPANELMENT FOR PROVIDING SECURITY SERVICES IN AHMEDABAD CIRCLE

With reference to your Request for Proposal No.....dated in the captioned subject, we enclose for your kind consideration the bid documents duly filled, signed and sealed by the authorized signatory of our organization, on the standard format along with the supporting documents. We confirm that the details filled up are true and correct. We understand that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter in to and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. If we are empanelled by the Bank, we undertake that we shall participate the Price bidding process to be conducted separately by the Bank. PSA/Agency means the bidder who is decided and declared so after examination of commercial bids.
6. The Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid

Digital Certificate for participating in the e-procurement process bid for Comprehensive Annual Maintenance contract for Security Services.

7. I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my above-mentioned empanelment are correct and genuine. We undertake to produce the original of all the papers / documents attached herewith and assist the Bank authorities for the purpose of empanelment.

8. I/We understand and undertake that mere submission of application does not guarantee us empanelment and the Bank's decision in this regard shall be final and binding on us.

9. I/We read and understood all conditions and requirements of State Bank of India, LHO GIFT City, Gandhinagar for providing Security services for LHO GIFT City, Gandhinagar, Gujarat and SBI branches/offices located in Gujarat, Daman & Diu full in and around.

Yours faithfully,

Authorized Signatory with seal

Encl:

UNDERTAKING

**TENDER FOR PROVIDING SECURITY SERVICES IN AHMEDABAD CIRCLE AND
SBI BRANCHES/OFFICES LOCATED IN GUJARAT AND UT OF DADRA & NAGAR
HAVELI AND DIU & DAMAN**

I/We hereby solemnly declare that I/We have not been blacklisted or included in negative list or terminated of their services in the past by any scheduled Bank / PSU / Corporate body / Govt. body.

I/We hereby solemnly declare that any of our Director / Partner / Proprietor in an entity that has been blacklisted or included in negative list in the past by any scheduled Bank/PSU/Corporate body/ Govt. body.

I/ We hereby solemnly declare that I/ We have not been complained by our own employees for underpayment/non-payment/ delayed payment of wages to any Statutory Authorities.

If the Bank finds the Undertaking / Certificate provided by me/us to be false/forged at any time during term of the empanelment (if empanelled), currency of the bidding process or during execution of the work, I/We will be immediately disqualified / terminated by the Bank.

I/ We agree for termination of the contract forthwith and agree for forfeiture of our Earnest Money Deposit or Security Deposit, by the Bank, without any recourse.

Place:

Date:

Signature of Applicant

Name:

Designation:

(In case of Firm)

Seal:

STATE BANK OF INDIA**LOCAL HEAD OFFICE, GIFT CITY, GANDHINAGAR****APPLICATION FOR EMPANELMENT OF SECURITY SERVICES IN AHMEDABAD CIRCLE**

| SI No | Item | Details | |
|-------|--|-------------|--|
| i) | Name of Applicant | | |
| ii) | Constitution of the Applicant (Copy of valid registration certificate from respective (Registrar of Company) RoC). | | |
| iii) | Address and contact details of Registered office | Address | |
| | | Mobile | |
| | | Landline | |
| | | Fax | |
| | | Email | |
| iv) | Address and contact details of Head office | Address | |
| | | Mobile | |
| | | Landline | |
| | | Fax | |
| | | Email | |
| v) | Address and contact person details of all offices in Gujarat /Daman/Diu (Latest Telephone bill copy (within three months)/valid lease agreement copy etc.) | Name | |
| | | Designation | |
| | | Address | |
| | | Mobile | |
| | | Landline | |
| | | Fax | |

| | | |
|-------|--|--|
| vi) | Whether the Applicant has submitted valid EMD (Proof to be submitted) | |
| vii) | Year of establishment: - {Copy of valid registration certificate from respective Registrar of Company (RoC)}. NB: Date of Commencement of Business [in case of Company] | |
| viii) | Whether the Applicant is having necessary registrations and respective licenses from Labour Department, Labour Enforcement Officer, Labour Welfare Fund, Professional Tax, and other Government Departments for compliance of all statutory/ Government requirements applicable to Housekeeping and Facility Management Services (Copies of valid registration certificates from Competent Authorities.). | |
| ix) | Whether the Applicant complied with Central and State Labour Laws: Contract Labour (Regulation & Abolition) Act, 1970 Minimum Wages Act 1948 Payment of Bonus Act, 1965 Payment of Gratuity Act, 1972 Equal Remuneration Act, 1976 The Maternity Benefit Act, 1961 The Gujarat Labour Welfare Fund Act, 1953 (Copies of respective valid Licenses and Certificates from Competent Authorities as required). | |
| x) | Proof that the Applicant is not involved into insolvency proceedings or any partners or directors facing insolvency proceedings or any criminal cases involving moral turpitude (Report from 'Cubic Tree' or like pending litigation searching softwares to the satisfaction of Bank). | |
| xi) | Whether the Applicant is 'Company, then it should not be owned or controlled by any director or Office/Employee of the | |

| | | |
|-------|---|--|
| | Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013 (A declaration duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the Letter head). | |
| xii) | Whether the Applicant have valid certificate from ESI Corporation and allotted with a code number by the ESIC (Copy of valid registration certificate from respective Authorities and previous "Return of Contributions" (Form-5) submitted to the ESIC or a copy Electronic Contribution History Sheet submitted to the ESIC in case of online contribution). | |
| xiii) | Whether the Applicant have valid certificate under EPF & Miscellaneous Provisions Act 1952 and have been submitting EPF contribution online (Copy of valid registration certificate from respective Authorities and copy of the Electronic Challan – Cum -Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the tender opening date). | |
| xiv) | Have license in accordance with The Private Security Agencies (Regulation) Act, 2005 in Gujarat state (Copy of Valid PSARA license for the State of Gujarat). | |
| xv) | Whether the Applicant is having an office within Gujarat for last three years as on 31 st March 2024 with landline telephone & email facility. (Copies of landline telephone bills / valid lease agreement etc., in respect of the office). | |
| xvi) | Whether the Office is physically manned during the office hours on all working days (Certificate in letter pad signed by Authorised person). | |

| | | |
|--------|---|--|
| xvii) | Whether the Applicant is in the line of business of providing guarding / security services for more than five years to Public Sector Banks or Public Sector Undertakings or Govt. organization or Private institution of repute as on 31 st March 2024. (Copy of relevant work order or another supporting document to be enclosed) | |
| xviii) | Have you completed minimum five years operation in Gujarat/Daman/Diu as on 31 st March 2024 (Copies of landline telephone bills / valid lease agreement etc., in respect of the office). | |
| xix) | Whether the Applicant is engaging more than 300 Security Staff with at least one single deployment of at least 150 Security Staff in Public Sector or Govt. organization or PSU or Private institution of repute for minimum three years as on 31 st March 2024. Out of 300 Security Staff deployed minimum 200 must be Ex-Serviceman (ESM) and 100 must be Armed Guards (With valid licensed weapon as per PSARA). (With valid licensed weapon as per PSARA). | |
| xx) | Whether the Applicant has provided Ex-Servicemen Guards with at least two Public Sector Banks or reputed and scheduled Private Banks or Government (Central/State) / PSU organisations for the last five years in Gujarat and UT of Dadra and Nagar Haveli as on 31 st March 2024. (Furnish documentary evidence) | |
| xxi) | Whether the Applicant has completed minimum three years operation in Gujarat and UT of Dadra and Nagar Haveli with minimum deployment of 100 guards as on 31 st March 2024. Out of 100 guards deployed, 50 must be ESM Guards. (Furnish documentary evidence. Copy of relevant work order and other supporting documents). | |

| | | | | |
|---------|---|----------------|----------------|----------------|
| xxii) | Details of empanelment with different organizations (Letter of empanelment to be enclosed) | | | |
| xxiii) | No. of security staff engaged by the Applicant currently in Gujarat/Daman/Diu with details of their previous experiences. (Details with performance certificates/work orders Copies, pay roll and nominal roll for the month March 2024 to be enclosed with) | | | |
| xxiv) | Value of current monthly billing in guarding services in Gujarat/Daman/Diu (Details with performance certificates / work orders Copies, pay roll and nominal roll for the month March 2024 to be enclosed. | | | |
| xxv) | Details of valid GST registration and Income Tax PAN (Copies of GST registration certificate and PAN to be enclosed) | GSTN | | |
| | | PAN | | |
| xxvi) | Whether the Bidder is having annual average annual turnover of minimum Rs.10 crores (Rupees Ten crores) during the last the last three (3) financial years i.e., 2021-22, 2022-23 & 2023-24 as on 31st March 2024 in the books of accounts (Copy of Audited P&L accounts and balance sheets for the last three years as on 31 st March 2024). | | | |
| xxvii) | Average Annual Turnover during last three years (In Lakhs) (Copies of audited P&L accts & balance sheets for 2021-22, 2022-23 & 2023-24 along with Auditor's Note to be enclosed) *Provisional as certified by Chartered Accountant | 2021-22 | 2022-23 | 2023-24 |
| | | | | |
| xxviii) | Annual profit during last three years (In Lakhs) (P&L as well as Balance Sheet for 2018-19, 2019-20 & 2020-21 along with Auditor's Note to be enclosed) *Provisional as certified by Chartered Accountant | 2021-22 | 2022-23 | 2023-24 |
| | | | | |

| | | |
|---------|---|--------------|
| | Whether the Applicant has provided Ex Servicemen security guards to Public Sector Banks or Public Sector Undertakings or Govt. organization or Private institution of repute for the last seven years as under: | |
| xxix) | a) Atleast a single work costing not less than Rs.800 lacs or | |
| | b) Atleast two works each costing not less than Rs.500 lacs or | |
| | Atleast three works each costing not less than Rs.400 lacs | |
| xxx) | Whether registration as per Contract Labour (Regulation and Abolition) Act is available? (Self-attested copies of supporting documents to be submitted). | |
| xxxi) | Whether valid ISO certificate is available (Self-attested copies of all relevant documents to be submitted). | |
| xxxii) | Whether Training Infrastructure available with the Private Security Agency? (Copy of registration certificates and supporting documents to be submitted). | |
| xxxiii) | Banker's details | Name of Bank |
| | | Address |
| | | IFSC Code |
| | | Telephone No |
| | | Email id |
| xxxiv) | Details of Partners / Directors/ Promoters | |

| | | |
|----------|---|--|
| xxxv) | Escalation matrix | |
| xxxvi) | Whether any litigation/arbitration cases pending against the Agency, if yes, furnish details | |
| xxxvii) | Whether a near relative / family member of the applicant is employed in State Bank of India and if so the details of such employee/officer. | |
| xxxviii) | Is the Firm owned or controlled by any Director or Staff or Employee of the Bank or their relatives having the same meaning as assigned under Section 6 of Companies Act 1956 (Notarised and duly stamped undertaking to be submitted) | |
| xxxix) | Have you been blacklisted by any organisations in the past? (Notarised and duly stamped undertaking to be submitted). If yes, furnish the details | |
| xl) | Details of valid licenses, approvals, certificates, registration from all statutory authorities regarding Contract Labour (Regulation and Abolition) Act/ Labour / P.F / ESI dept. /Income Tax /GST / Shops and Establishment Act/ any other relevant and mandatory requirement. (A declaration and self-attested copies of all relevant documents should be submitted by the bidder to this effect). | |
| xli) | PSA should not have complaints against them by their own employees on non-payment of wages (or), underpayment of wages in any Labour Court / Tribunals / Civil Courts (or) Blacklisted (or) Debarred by any of the Government Establishments / Public Sector | |

| | | |
|--------|--|--|
| | Undertakings (PSUs) / Public Sector Banks (PSBs) / Other Scheduled Commercial Banks (Affidavit cum Declaration duly stamped and notarised from the Authorised Director / Partner of behalf of the Company / Firm to the satisfaction of the Bank). | |
| xlii) | Whether dealing with SBI (If yes then the contract details to be enclosed) | |
| xliii) | Any other relevant information. | |

We certify the particulars given above are true and correct.

Place:

Date:

AUTHORISED SIGNATORY WITH SEAL

NB: *Kindly place all documents in the same order as given above with a separator for each type of document for ease of collation*

STATE BANK OF INDIA
LOCAL HEAD OFFICE, GIFT CITY GANDHINAGAR

BID FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING SECURITY SERVICES IN AHMEDABAD CIRCLE
DETAILS OF SECURITY GUARDING CONTRACTS PROVIDED BY THE APPLICANT CURRENTLY IN GUJARAT AND UT OF
DADRA & NAGAR HAVELI AND DIU & DAMAN

| Sl. No | Name & address of the client in Gujarat/Daman/Diu | Number of Security Guards Provided | Number of ESM Security Guards Provided | Value of contract per month | Date of Contract | Period of Contract | | Responsible Person and designation at the client's office for whom the work was executed with valid contact details and Phone/Mobile numbers |
|--------|---|------------------------------------|--|-----------------------------|------------------|--------------------|----|--|
| | | | | | | From | To | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Please attach copies relevant order copy/contract copy and satisfactory performance cum installation cum completion certificate from the customers of the above contracts, ESI/ EPF Statement of all such Guards engaged and copy of Ex-Servicemen ID card of that of Ex-Servicemen so engaged (Work order to show number of guards engaged)

Date:

Authorized Signatory with seal

CONTRACT WITH REPUTED ORGANISATIONS WITHIN THE LAST SEVEN (7) YEARS AS ON 31ST MARCH 2024
LIST OF TOP-3 COMPLETED ANNUAL CONTRACTS

(With individual contract value above **Rs 400 Lakhs** & contract period from 01/04/2017 to 31/12/2024).
 The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.

| <u>Sl No</u> | <u>Nature of work</u> | <u>Client Details</u> | <u>Work Order Number, date and other details</u> | <u>Duration of the contract (Within an year) (FY/Work order year) (DD/MM/ YYYY to DD/MM/ YYYY)</u> | <u>Invoice /Bill details with date</u> | <u>Annual Contract Value (completed value): Amount</u> | <u>Payment details</u> | | |
|--------------|-----------------------|-----------------------|--|--|--|--|---|--|---|
| | | | | | | | <u>TDS certificate Form 26 AS reference details with date (If applicable)</u> | <u>Payment certificate (If applicable)</u> | <u>Bank statement reference details (If applicable)</u> |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Note: (Enclose copies of work order, satisfactory completion certificate, Invoice, TDS certificate, payment certificate, satisfactory completion certificate, client certificate (with work order, period, and payment details) and Bank statement as applicable for the above-mentioned works).

Date:

Authorized Signatory with seal

PERFORMANCE BANK GUARANTEE

To:

State Bank of India

.....
.....

Dear Sir,

BANK GUARANTEE IN LIEU OF RETENTION MONEY FOR EARLY RELEASE OF 10% RETENTION MONEY

AS SET OUT IN THE REQUEST FOR PROPOSAL (RFP)

Dated:

GUARANTEE NO: _____

AMOUNT: Rs. _____

GUARANTEE COVER FROM _____ TO _____

LAST DATE OF LODGEMENT OF CLAIM _____

(3 months after expiry of warranty)

Whereas _____, a Vendor having its Registered Office atbeing successful bidder entered into a contract or agreement dated _____ with State Bank of India (SBI) for providing private security guarding arrangements at State Bank of India site in _____ (hereinafter referred to as "the said Agreement") and it has been agreed that a payment of Rs. _____ (Rupees _____ only) will be made to the Vendor representing balance ___% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

1. Now this deed of guarantee witness that in consideration of SBI agreeing to accept Performance Bank Guarantee in lieu of Retention Money to release a sum of Rs. _____ (Rupees _____ Only) representing balance ___% of the consideration amount payable to the Vendor in terms of, the said Agreement, we _____ (Bank) having our head office at _____ and amongst other places, a branch at _____ (hereinafter referred to as the "Guarantor") do hereby expressly, irrevocably and unreservedly agree and undertake that :

1. In the event of Vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said Contract/Agreement, we _____ (Guarantor) shall on demand, pay SBI forthwith without any demur Rs. _____ (Rupees _____ only) and notwithstanding any right the Vendor may have against SBI or any disputes raised by the Vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and SBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.
2. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between SBI and the Vendor, indulgence shown to the Vendor by SBI, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Vendor by any forbearance whether as to payment, time performance or otherwise.
3. (a) This guarantee shall remain valid until (date should be atleast one month after the expiry of contract), or until discharged by SBI in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of SBI and save as aforesaid it will be in force until the Vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in your constitution or the Vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
4. In order to give effect to this guarantee, SBI will be entitled to act as if the Guarantor were the principal debtor and the Guarantor hereby waives all and any of its rights of suretyship.
5. This guarantee shall continue to be in force notwithstanding the discharge of the Vendor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
6. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Vendor given or to be given to SBI in respect of the said Agreement.
7. These presents shall be governed by and construed in accordance with Indian Law and the Court in Gandhinagar, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
2. This Bank Guarantee shall be valid up to (date should be atleast one month after the expiry of contract), and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (Not less than one year after the date of expiry of guarantee).
4. The Guarantor has under its constitution powers to give this guarantee and Shri _____ (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 20..... at.....

For and on behalf of..... (Bank).

Authorised Signatory in favour of the Bank

Designation.....

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Gandhinagar on this..... day of.....month of year Two Thousand and Twenty..... (2024) By M/s.....duly represented by proprietor / one of its partners Shri....., aged.....years, son of Shri.....residing at.....(hereinafter referred to as "the Service Provider") In favour of State Bank of India, Local Head Office, GIFT City, Gandhinagar.

Whereas SBI has invited open bid tenders from the Service Providers for providing manpower services on contract basis at situated at

The Service Provider has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Service Provider by SBI, Local Head Office, GIFT City, Gandhinagar vide their letter.....

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

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

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

Signature of Authorized Signatory with seal

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED
INTHE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

| Year | Award for organist applicant | Name of client | Cause of litigation and matter of dispute | Disputed Amount | Actual Awarded Amount |
|------|------------------------------|----------------|---|-----------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note:

1. Information must be filled up specifically in this format
2. Indicate other points, if any, to show your technical competence to indicate any important in your favor.

Date:

Authorized Signatory with seal

FORM OF PRICE BID
(To be submitted through online)

**TENDER FOR PROVIDING OUTSOURCED SECURITY AND SAFETY SERVICES IN
LOCAL HEAD OFFICE/ BRANCHES/ OFFICES/ OTHER ESTABLISHMENTS OF
AHMEDABAD CIRCLE LOCATED IN RURAL, SEMI-URBAN AND URBAN AREAS
IN THE STATE OF GUJARAT, UT OF DADRA & NAGAR HAVELI AND
DIU & DAMAN**

| SI No. | Description | Periodicity | Total Amount in Rs. |
|---------------------------|--|-----------------|--|
| 1. | <p>Total Cost of Manpower</p> <p>Note: Total manpower as tender documents – Nos. (Ref: Appendix "A". Central Minimum wages shall be paid as per the prevailing rates as fixed by the Govt. of India from time to time by the Service Provider. The same can be claimed as reimbursement. Therefore, it shall be not loaded in the commercial Bid. Breakup of total charges is given below for reference as Annexure 'K'. Bank reserves the discretion to add/delete any optional component of minimum wages by Bank during the contract period as per the prevailing rate of Minimum Wages Act.</p> | 26 days | Central Minimum Wages w.e.f. 01.10.2024. |
| 2. | <p>Monthly Service / Departmental charges i.e. Service Providers profit & supervision charges.</p> <p>Note: Percentage quoted by the Bidder should be based on the manpower component, and it should reasonable. It should not be abnormally high or low. It should not be less than 1% of Manpower Component. Admin Charges as per gov. norms is minimum 3.85 %. Total should be above 4.85% of Manpower Component.</p> | Monthly | |
| 3. | Total cost offered for one Month (26 days) | (A+B) | |
| 4. | Total Cost offered for 12 (Twelve) Months | 'C' x 12 | |
| Total (E) In words | | | |

NOTE:

1. L1 rate will decided on the rates quoted for total cost of Manpower as per Central Minimum Wages w.e.f. 01.10.2024.

2. The requirement may arise or decline in the future. Hence the percentage of Monthly Service / Departmental charges quoted by the Bidders should be reasonable. and should not abruptly high or low.
3. Bank reserves its right to pay the amount to higher/lower scale as per the prevailing instructions on Minimum Wages Act. But the percentage of service charges will remain the same as quoted by the successful L1 Service Provider.
4. The Service Provider shall be responsible to ensure making payment of Prevailing Minimum Wages” as notified by the Central /State Govt., whichever is higher to the persons employed by them.
5. GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by the Bank. The successful vendor should submit system generated GST tax invoice incorporation Bank’s GST in number and vendor GST no. Manual GST invoices will not be accepted.
6. If the amount quoted by the bidder in the Price Bid is unreasonable/unrealistic or with Zero Profit Margin, based on the statutory payments or otherwise as per the discretion of Bank in any case whatsoever. SBI reserves all the right to reject bids.
7. Service charges shall not be NIL. Any offer with NIL service charges shall be considered unresponsive.
8. Bidder needs to submit their Price Bid or Financial Bid proposal through online.
9. No physical copy or Hard copy of the Price or financial bid will be accepted. In the Price Bid the contractor should quote the rate in Indian Rupees only, both in figures and in words without any ambiguity, which shall have to be attested by the Bidder.
10. The rates quoted should be inclusive of all statutory obligations such as Minimum Basic Wages (basic + VDA), EPF, ESI, Bonus, reliever arrangement, etc. as applicable and all kind of service charges excluding GST.
11. The Offers / Bids of those prospective Bidders which do not meet the statutory requirement are liable to be rejected.
12. If the amount quoted by the bidder in the Price Bid is unreasonable/unrealistic or with Zero Profit Margin, based on the statutory payments or otherwise, the SBI reserves the right to reject such bids.
13. Service charges shall not be NIL. Any offer with NIL service charges shall be considered unresponsive. Percentage (%) to be given.
14. The PSA shall be responsible to ensure making payment of Prevailing Minimum Wages” as notified by the Central /State Govt., whichever is higher to the persons employed by them.
15. GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by the Bank. The successful vendor should submit system generated

GST tax invoice incorporation Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted.

16. Wages as per Central Government Minimum Wages w.e.f. 01.10.2024, hence Service Providers need not to quote Wages in price bid.

17. Payment of mandatory charges should conform to the relevant legal/statutory provisions of Central Minimum Wages in vogue (Proof of Central Minimum Wages is mandatory).

18. Any changes in minimum wages notified by Central Labour Commissioner from time to time shall be paid by Bank. The PSA shall necessarily claim the arrears if any by submitting the arrears bill separately immediately or within one month along with the bills of subsequent month along with the notification of the copy of Central Labour Commissioner attached.

19. The areas A, B and C shall be as per Notification issued, and revised from time to time, by the Ministry of Labour & Employment, Government of India.

20. Pro-rata bonus payment as per norms and eligibility to be paid every month by PSA and shown in wage slip. PSA is free to give higher amount of bonus, however for the purpose of evaluation of tender the bank will consider only as per Government of India notification.

21. National Holidays will be paid as per government guidelines and should be reflected in the monthly bills.

22. IT-TDS and GST TDS will be deducted as per the applicable rates. After the deduction of both TDS the net amount payable by the Bank to the PSA including service charges excluding applicable GST thereupon shall not fall below rates as per the Central Minimum Wages Act, 1948.

23. Bank may consider for enhancement/ decrement to the extent of change as and when there is a change in statutory obligations like increase/ decrease in the Minimum Wages / GST whenever there is a change in statutory obligations like increase/ decrease in minimum wages/GST. Documentary proof of such change must be timely submitted to the Bank by the PSA/Contractor.

24. In case multiple agencies are quoting same L1 rate and there is tie among the price bids submitted by technically qualified Bidders, the selection amongst the L-1 bidders will be made through

- a) Proven satisfactory performances of minimum two years with SBI or any other PSU Banks. Satisfactory performances with SBI will be given preference {Valid and latest (Within one month) satisfactory certificates to be submitted}.
- b) Engagement of maximum ex-servicemen guards in State of Gujarat.
- c) Primary registration and registered main Office in State of Gujarat.
- d) Steady turnovers over the past years (2024-23, 2023-22 & 2022-21). L2/L3 will also be decided on similar lines.

25. Proven satisfactory performances of minimum two years with SBI or any other PSU Banks. Satisfactory performances with SBI will be given preference {Valid and latest (Within one month) satisfactory certificates to be submitted}.

BREAKUP OF TOTAL CHARGES TO BE QUOTED**SECURITY AND SAFETY SERVICES FOR LOCAL HEAD OFFICE BUILDING GIFT CITY, GANDHINAGAR AND DIRECT BRANCHES/OFFICES/RESIDENTIAL COMPLEXES UNDER LOCAL HEAD OFFICE, GIFT CITY, GANDHINAGAR (AHMEDABAD CIRCLE)**

| Sl. No. | Area | Type of Guard / Manpower | Minimum wages per worker per day (8 hours) considered as per latest circular of Central Government Minimum Wages Act (Copy to be attached) | | | Statutory Obligations / Components as per Minimum Wages Act. (As applicable) | | | | | | Uniform Outfit Allowances | Uniform Washing Allowances @ 1% of 'C' | Total Minimum wages per day (8 hours) quoted by the bidder = (C) + (I) + (J) + (K) | Reliver Charges 1/6 th of (L) plus other allowances | Total {(L) + (M)} | Manpower Required | Total Monthly Wages in (Rs.) considering 26 working Days {(N) X (O) X (26)} |
|---------|----------|--------------------------|--|-----|-----------------------------|--|--------------------|-----------------------------|---------------------|-----------------------------|---|---------------------------|--|--|--|-------------------|-------------------|---|
| | | | Basic | VDA | Sub Total (1) = {(A) + (B)} | EPF @ 12% of (C) | EDLI @ 0.5% of (C) | Admin Charges @ 0.5% of (C) | ESIC @ 3.25% of (C) | Annual Bonus @ 8.33% of (C) | Sub Total (2) = {(D) + (E) + (F) + (G) + (H)} | | | | | | | |
| | | | A | B | C | D | E | F | G | H | I | | | | | | | |
| 1. | Area 'A' | Highly Skilled | | | | | | | | | | | | | | | 29 | |
| 2. | | Skilled | | | | | | | | | | | | | | | 94 | |
| 3. | Area 'B' | Highly Skilled | | | | | | | | | | | | | | | 0 | |
| 4. | | Skilled | | | | | | | | | | | | | | | 46 | |
| 5. | Area 'C' | Highly Skilled | | | | | | | | | | | | | | | 286 | |
| 6. | | Skilled | | | | | | | | | | | | | | | 73 | |

Note: The rates and category mentioned are as per the minimum wages (Watch & Ward category) w.e.f. from 01.10.2024 and will be revised as and when government revises the same.

2. Highly Skilled includes Supervisor, BMS Staff, CROs, Armourer, Armed Guard (Gunman).
3. Skilled includes Unarmed Guard, Fireman, VMS Staff.
4. National Holiday allowances may be paid by the Bank as per prevailing instructions and eligibility.
5. The normal duty hours for above manpower will be eight (8) hours in a block of 24 hours, but Bank reserves the right to extend or reduce the working hours of any shift as per the exigencies. PSA shall deploy the number of guards according to the changed hours. Additional hours will be calculated for hourly basis by dividing the per day rate of eight (8) hours with eight (8). No overtime allowances will be paid.
6. The PSA should ensure after every 6 duties of 8 hours each, the security guard shall be provided one day weekly off and a reliever should be engaged for that duty, so that at no point of time the SBI site is left unattended.
7. The number of manpower may increase or decrease as per the requirement.

TECHNICAL BID: EVALUATION MATRIX

| SI No. | Criteria | Parameter | Marks | Total marks | Marks obtained |
|--------|--|---|-------|-------------|----------------|
| a) | Type of Organisation | i. Company registered under Indian Companies Act of 1956 | 5 | 5 | |
| | | ii. Partnership firm | 4 | | |
| | | iii. Sole Proprietorship | 3 | | |
| | | iv. Others | 2 | | |
| b) | Years of experience in in Gujarat/Daman/Diu as on 31 st March 2024 | i. 10 years and above | 5 | 5 | |
| | | ii. 8 to 9 years | 4 | | |
| | | iii. 5 to 7 years | 3 | | |
| c) | Years in the line of business of providing guarding / security services to Public Sector / Govt. organization or Private institution of repute as on 31 st March 2024 | i. 10 years and above | 5 | 5 | |
| | | ii. 8 to 9 years | 4 | | |
| | | iii. 5 to 7 years | 3 | | |
| d) | Years of operation in Gujarat/Daman/Diu as on 31 st March 2024 | i. 6 years and above | 5 | 5 | |
| | | ii. 4 to 5 years | 4 | | |
| | | iii. 2 to 3 years | 3 | | |
| e) | Average Turnover during last three years (From Guarding services) | i. Above Rs. 100 crores | 5 | 5 | |
| | | ii. Rs. 10 crores to Rs 100 crores | 3 | | |
| f) | Satisfactorily provided Ex-Servicemen Guards with at least three PSU Bank or reputed large scale private schedule commercial Bank for the last seven (7) years as | i. At least a single work costing not less than Rs. 800 lacs | 5 | 5 | |
| | | ii. At least two works each costing not less than Rs. 500 lacs | 4 | | |
| | | iii. At least three works each costing not less than Rs. 400 lacs | 3 | | |
| g) | Currently empanelled with number of Banks (Public/Private Sector) | i. More than 7 Banks | 5 | 5 | |
| | | ii. 4 to 6 Banks | 4 | | |
| | | iii. 1 to 3 Banks | 3 | | |

| | | | | | |
|----|--|----------------------------------|---|---|--|
| h) | Empanelment with Banks (Public or Private) in Gujarat State and UT of Dadra and Nagar Haveli | iv. Two Banks and above | 4 | 4 | |
| | | xv. One Bank | 2 | | |
| i) | Offices in Gujarat State and UT of Dadra and Nagar Haveli (Under each Admin Office AOR) | i. Ahmedabad | 1 | 6 | |
| | | ii. Gandhinagar | 1 | | |
| | | iii. Vadodara | 1 | | |
| | | iv. Surat | 1 | | |
| | | v. Bhavnagar | 1 | | |
| | | vi. Rajkot | 1 | | |
| j) | Total Numbers of Security staff on Roll (Nos) | i. Above 1000 | 5 | 5 | |
| | | ii. 750-1000 | 3 | | |
| | | iii. 500-750 | 1 | | |
| k) | Total Numbers of Ex-servicemen Guards on Roll (Nos) | i. Above 200 | 5 | 5 | |
| | | ii. 100-200 | 3 | | |
| l) | Armed Guards deployed in Gujarat and UT of Dadra and Nagar Haveli. | i. Above 50 Armed Guards | 5 | 5 | |
| | | ii. 30 upto 50 Armed Guards | 3 | | |
| m) | PSARA Availability | i. Three and more states | 5 | 5 | |
| | | ii. Two states | 3 | | |
| | | iii. One state | 1 | | |
| n) | Training infrastructure | i. Own | 5 | 5 | |
| | | ii. Leased / Tie-up | 3 | | |
| | | iii. Nil | 0 | | |
| o) | Availability of Training Staff | i. Instructor | 5 | 5 | |
| | | ii. Nil | 0 | | |
| p) | Armed guard firing practice | i. Regular in last 3 years | 5 | 5 | |
| | | ii. Twice in last 3 years | 3 | | |
| | | iii. Once in last 3 years | 1 | | |
| | | iv. Not carried out | 0 | | |
| q) | Supervisory infrastructure (records to be submitted for | i. One Supervisor per 6 guards | 5 | 5 | |
| | | ii. One Supervisor per 15 guards | 3 | | |

| | | | | | |
|--------------|---|--|---|------------|--|
| | verification as advised by the Bank) | ii. One Supervisor for more than 15 guards | 1 | | |
| r) | System of verifying antecedent of the guards (last three years records to be submitted for verification as advised by the Bank) | i.Full KYC and Police verification | 5 | 5 | |
| | | ii.Partial KYC and Police verification | 3 | | |
| | | iii.Either KYC or Police verification | 1 | | |
| | | iv.No verification | 0 | | |
| s) | Sponsored by Director General Resettlement, Ministry of Defence | i.Sponsorship valid | 3 | 3 | |
| | | ii.Sponsorship expired | 1 | | |
| | | iii.Not yet sponsored | 0 | | |
| t) | Valid ISO Certificate | | 2 | 2 | |
| u) | Committee assessment | Assessment of Company regarding its reputation, experience, and infrastructure | 5 | 5 | |
| Total | | | | 100 | |

Note: -

- a) Empanelment of the PSA would be based on the combination of marks obtained in the technical evaluation.
- b) Marks under each parameter will be awarded by the committee but will not be disclosed to the vendors. Minimum qualifying marks shall be not less than 75% of the highest marks obtained. The bids of vendors securing less than the qualifying marks will not be considered for further evaluation. **For example, if the highest vendor scores 100 marks than applicants scoring 75 marks and above will be considered for further process.**
- c) During evaluation and comparison of bids, the Bank may, at its discretion ask the vendors for clarification of its bid. The request for clarification shall be in writing. No post bid clarification at the initiative of the vendor shall be entertained.
- d) Only the short-listed applicants i.e. who fulfilled the eligibility criteria and other terms and conditions would then be invited by the Bank to make a presentation of their equipment and their proposed methodology, at their own cost.
- e) Relevant documents to be submitted as Proof.

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

'Employer / Bank' means State Bank of India, Local Head Office (LHO), GIFT City, Gandhinagar.

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

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

'Site' means Offices/Branches of SBI located in the AOR of Ahmedabad Circle.

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

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

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

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means 24 hrs. Respectively. Where the context so requires, words imparting the singular only also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa.

EMPANELMENT OF SERVICES AGREEMENT - (Draft Agreement)

This agreement is executed this ____ day of _____ at GIFT City, Gandhinagar between **M/s** _____, a Private Security Agency having license under the Private Security Agency's (Regulation) Act 2005, having registered office at _____ (Herein after called the party of 1st part), which expression shall, unless excluded by, or repugnant to , the context, be deemed to include its representatives, successors, administrators, executors and assignees)

AND

The State Bank of India, a corporation constituted under the State Bank of India Act 1955, having its Corporate Office at Mumbai and its Local Head Office at Ahmadabad (herein for the brevity's sake called 'the party of the 2nd part or Bank, which expression shall unless excluded by or repugnant to the context, be deemed to include its representatives, successors, administrators, executors, and assignees).

WHEREAS the party of the 1st part is providing Private Security Services by way of deployment of qualified Armed Security Guards, Unarmed Security Guards (male or female), Visitor Management Staff (Female, Firemen, Control Room Operators, Supervisor, Caretakers for ATM etc. through its own personnel.

AND WHEREAS the party of the 2nd part is running a Banking business and needs to engage the services of qualified Unarmed / Armed security guards for security services to be deployed at Branches/ Offices/ATMs/Residential complexes under Administrative Offices as per the requirement from time to time which may increase or decrease.

AND WHEREAS the party of the 1st part has agreed to provide such Private Security Guards to the party of the 2nd part w.e.f. _____ on the terms & conditions agreed here under: -

2. Duration of the Contract: -

This contract is valid for a period from _____ to _____ and shall be reviewed after the expiry of said period at the sole discretion of the party of the 2nd part. The Bank reserves the right to curtail or to extend the validity of contract on the same rates, terms & conditions.

3. Definitions: In this Contract, the following terms shall be interpreted as indicated

- a) "The Bank/SBI" means State Bank of India.
- b) "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "Vendor "is Private Security Agency who is empanelled in the Bank.

- d) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- e) "The Private Security Agency" means a person or body of persons other than a government agency, department or organization engaged in the business of providing private security service including providing private security guards to any industrial or business undertaking or a company or any other person or property.
- f) "The Private Security Guard" means a qualified person providing private security with or without arms to another person or property or both and includes a supervisor.
- g) "The Private Security" means security provided by a person, other than a public servant, to protect or guard any person or property or both.
- h) "The Site" means various branches / offices/cells/ATMs/Kiosks of the State Bank of India in the State of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman where the private security guards to be provided.
- i) "LHO/AO/RBO" means Local Head Office/ Administrative Office/ Regional Business Office of State Bank of India.

Note: In case of a difference of opinion on the part of the Vendor in comprehending and/or interpreting any clause / provision of the terms and conditions, the interpretation by the Bank shall be final and binding on the Vendor.

4. Scope of Work:

- a) The Private Security Agency shall provide the security services to the Bank i.e. to provide qualified, uniformed, trained, either armed or unarmed guards (male or female) or Caretakers for ATMs for deployment in State Bank of India branches/offices /Residence complexes/ ATMs in the State of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman on contract basis/outsourcing basis.
- b) These security guards shall provide security to the Premises/building, equipment, materials, bank's property, and staff working there, visitors/customers in its branches/offices/residences/ATM's, monitoring, security and surveillance of the premises etc.
- c) Qualitative Requirement of the guards given in **Appendix – I**
- d) The Charter of duties of armed guards is attached as **Appendix-II**
- e) **Scope of work, duties**, eligibility criteria and penalty clause for ATM Caretakers is attached as **Appendix-III**

5. Empanelment of the Private Security Agency:

- a) The Private Security Agency will be empanelled in the Bank for a period of three years from the date of execution of contract with review on every year and extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions after expiry of initial period subject to

satisfactory performance at the discretion of Bank. The validity of empanelment may further be extended on the existing terms and conditions after completion of three years on sole discretion of Bank.

b) If empanelled vendor does not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled, and the security money deposited will be forfeited.

c) Review of the performance of the empanelled vendor will be done on half yearly basis and contract may be terminated if services are found unsatisfactory. Those empanelled vendor who does not get any work order, if any adverse report against them is given by their existing clients than their continuation of empanelment will be reviewed by the Bank.

6. Security Deposit:

a) The Private Security Agency who will get work order will submit a Security Deposit of Rs/- (Rupees Lakhs only) before the commencement of work with Circle Security department at Local Head Office GIFT City, Gandhinagar.

b) The private security agency will also give a **performance bank guarantee** equivalent to one month wage bill of the total guards deployed by them in State Bank Site less Rs lakhs to Circle Security department at Local Head Office GIFT City Gandhinagar. This performance bank guarantee will be revised whenever the number of guards will increase or there is increase in pay of the guards. **(Annexure-I)**.

c) Other Empanelled Private security Agency without any work order will deposit Rs.10,000/- (Rupees ten thousand only) as security deposit with the Bank during term/tenure of empanelment period and in case of getting work order the amount will be increase as per the estimated contract amount.

d) Security Deposit will be in the form of DD (in the name of AGM P&E SBI LHO, GIFT City , Gandhinagar) to be submitted by the empanelled/ successful vendor within seven days and this amount will be deposited in the Bank's current Account and the vendor will not be get any interest on the amount. The amount will be held by the Bank during the term/tenure of the contract.

e) This security deposit money will be increased proportionately as and when the vendor gets the work order which the vendor shall deposit before commencement of work.

f) The Private Security Agency who will be empanelled with State Bank of India shall open an account with Bank in which all transaction with Bank related to Security Services will be done.

g) The Security deposit will be forfeited:

i.If a Vendor does not participate in the future reverse auction or offline commercial bid.

or

ii.If any documents submit by the Private Security Agency turns out to be false / incorrect which disqualify him from empanelment during the term/ tenure of the contract.

or

iii.If Private Security Agency fails to perform the work as per the terms and conditions of the Contract.

h) The Security Deposit Money will be refundable after the end of the contractual period without interest, provided:

i. There are no other penalties to be levied on the Private Security Agency due to loss/theft/damage etc. to the Bank Property or negligence /deficiency in service and made attributable to the vendor or any of its employees by the Bank.

ii. There are no other claims of Central or State Government agencies pending against the Private Security Agency and brought to the notice of the Bank like duties, taxes, and levies etc.

7. Address and contact details of Office/ Support Centre:

a. Private Security Agency will provide complete details of the Office (Head Office & Local offices in Gujarat) Postal Address, Phone number(s), Mobile numbers and official **e-mails** of the Contact persons, FAX Number(s), additional Office(s) details, to the Security Officer, Chief Manager (GB/Admin) of AO/ RBO. In case, there is any change, updated list should be submitted to the Security Officer, Chief Manager (GB/Admin) of AO/ RBO.

b. Escalation matrix to be provided by the vendor to the Security Officer, Chief Manager (GB/Admin) of AO/ RBO.

8. Obligation of the Private Security Agency

a) The private security Guards (**Male and/or female**) provided shall be the employees of the Private Security Agency and all statutory liabilities will be paid by the Private Security Agency such as ESI, PF, any compensation under Workmen's Compensation Act, etc.

b) The Private Security Agency **shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, including Minimum Wages Act (Central Sphere) and (Contract Labour (Regulation & Abolition) Act 1970& Rule 1971, The Private Security Agencies (Regulation) Act,2005, EPF, ESI and all applicable other Acts etc and maintain all records and documents as required in relation with their work.**

- c) All the statutory register and records which will be made available for inspection by the Bank and Labour Officer and Other government Officials as per the guidelines of the Central and State Government.
- d) The list of private security guards likely to be deployed at site shall be made available to the Security Officers of Administrative Office and CM (GB)/ CM (Admin) and if any change in the list due to deployment of new guard or resignation of existing guards, fresh list of Guards shall be made available by the agency after each and every change. A copy of the consolidated list of the guards clearly showing whether he is ex-servicemen or non –ex-servicemen should be submitted to the Security Officer of the Module. No new private security guard will be deployed without consultation of the Security Officer of the concerned Module/ Office. The Private Security Agency will deploy permanent reliever wherever required.
- e) **Police verification:** The antecedents of Security Guards/Supervisors deployed shall be verified by the Private Security Agency from local Police Authority and an undertaking in this regard will be submitted to the Bank. The agency will also submit to the Bank the copy of its forwarding letter to the Police authority clearly showing the names and addresses of the guards. Police verification report to be submitted with two months of deployment of guards.
- f) No private security guard who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.
- g) All liabilities towards guards arising out of accident or death while on duty shall be borne by the Private Security Agency. The Private Security Agency will take a Group Insurance Policy for the private security guards deployed in the Banks site.
- h) The Private Security Agency shall perform all such Security services, acts, matters and things which the Bank may issue/advice from time to time.
- i) The Private Security Agency will get a **valid Labour License** for carrying out Private Security Services jobs as per Central/State Govt statutory requirements within 30 days of getting work order, failing to which the work order of the Private Security Agency will be cancelled and it will be given to another empanelled Private Security Agency .
- j) The private security agency will cater for all license/ permission/ registrations required for the work and renew all the license/ permission/ registrations timely and provide a copy of it to the Bank. They will also timely submit all reports & return to the Labour Authority as required in the various Act and Rule relating to the Private Security Agency work. They will also assist the Bank in submitting the reports& return timely required to be filled by the Principal Employer to Labour Authority.
- k) The Private Security Agency will open the ESIC and EPF account of the guards immediately after his joining and submit a copy of the receipt of application

applied to ESIC and EPF authority to the Bank. Individual guard EPF account should be accessible through the mobile phone and internet. Guards EPF account must be opened in Gandhinagar or in the District Headquarter where the guard is posted. If the private Security guard has already EPF and ESIC number than the same to be carry forward/ continue.

l) Those areas which are not covered in the ESIC notification shall be covered under the Workmen Compensation Act 1923 as applicable or the Private Security Agency will take similar insurance policy of the Private Security guards preferably from the SBI life or any other insurance company, wherein the monthly premium will be equivalent to the ESIC monthly contribution.

m) The Private Security Agency shall not deploy any private security guard considered to be undesirable by the Bank.

n) The Private Security Agency will deploy supervisors as per the need given by the Bank. The supervisor shall be required to work as per the need of the Bank.

o) The Private Security Guards/Supervisors engaged have to be extremely courteous with pleasant mannerism in dealing with the Staff/ residents/visitors and should project an image of utmost discipline. The Private Security Agency will have to remove any private security guard in case of complaints or as decided by the Bank if the person is not performing the job satisfactorily or otherwise. The Private Security Agency shall have to arrange the suitable replacement in all such cases.

p) The private security guard duty will be eight hours shift and generally from 0600 hrs. to 1400 hrs. or 1400 hrs. to 2200 hrs. or 2200 hrs. to 0600 hrs. But the timings of the shift can be changed as per the convenience of the Bank. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. Any sort of payments as per Central Government Rules/Acts for extra duties or overtime or double duties (other than National Holidays) performed by the personnel of the Private Security Agency will be borne by the Private Security Agency and SBI has no liability of payment for the same.

q) The private security agency will monitor and ensure that the guard should report to the place of duty at least 15 minutes in advance of the commencement of the shift, for collecting necessary documents/instructions, and to complete all other required formalities as stipulated.

r) Accessories for armed/ unarmed guards like whistle, torch with batteries, diary, pen etc. and baton to unarmed guard will have to be provided by the Private Security Agency for Security guards engaged for at the Bank's site per post.

s) The Private Security Agency will pay the salary to the guards before 07th of every month and wage bill will be claimed from the Bank on reimbursement basis. While claiming the bill, documents to be submitted with it will be register of wages, EPF challan, ECR copy of EPF department showing the name of the guard, ESIC challan, ECR copy of ESIC department showing the name of all guard, Professional tax challan, muster roll signed by the guards etc. Without submission of all or any one document, the monthly wage bill will not be cleared by the Bank. Failing of non-submission of documents within the due date as advised by the

Bank will result in de-empanelment and termination of the Contract. The security money deposit will be forfeited.

t) All guards must have Saving Bank account with State Bank of India. Monthly wages will be credited in the individual guard Bank account only and under no circumstance cash payment of wages will be done.

u) The Private Security Agency will issue identity card to its guards and Field Supervisor/ Manager, and they will display it during duty/visit to the branch. They will at all times comply with all security regulations of the Bank.

v) All engaged Security guards at all the locations / sites should be changed over / rotated every six months, at the discretion of the Bank. For relocation / shifting of the guards the Bank will not pay anything.

w) Boarding / Lodging / accommodation of the security guards will not be provided by the Bank, nor shall the Bank pay for it.

x) The Private Security Agency shall have its own Office / Establishment/Setup/Mechanism, etc. in the State of Gujarat, at its own cost to ensure correct and satisfactory performance of the liabilities and responsibilities under the contract. **The Private Security Agency must have to open one office in the location of our Administrative Office for which he got work order.** The field supervisor of the Private Security Agency will meet the Administrative Office Security Officer once in a month.

y) The Private Security Agency will make mechanism for checking its guards in day/ night-time to see that they are performing their duties properly. During the checking of guards, they will also be providing mini capsule of on-the-job training. The surprise checking report will also be submitted to the Security Officer of respective Administrative Office.

z) The Private Security Agency shall ensure that its Guards/Supervisors shall not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the Bank and shall not disclose any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

aa) Any liability arising out of any litigation (including those in consumer courts) due to any act of the Private Security Agency's or its Guards/Supervisors shall be directly borne by the Private Security Agency including all expenses/fines. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Private Security Agency to the Bank within seven days. The Bank shall be entitled to recover the amount from the Private Security Agency by deduction from money due to the Private Security Agency or from the **security deposit money or through performance bank guarantee.**

bb) The Private Security Agency shall indemnify and hold the Bank harmless from and against all claims, damages, losses, and expenses arising out of, or

resulting from the works/services under the contract provided by the Private Security Agency.

cc) If the Private Security Agency is a joint venture/ consortium/ group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Bank.

dd) The Armed Guard so deployed on duty should have the **DBBL Gun** and gun license in his name. The gun license should be valid in the State of Gujarat, UT of Dadra & Nagar Haveli and Diu & Daman wherever he is deployed for duty.

ee) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under this contract, it shall be recovered by the Bank from the private security agency.

ff) The Private Security Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over (for a period of three years), whenever required by the Bank etc.

gg) The Private Security Agency **shall not sub-contract** the allotted work to any other agency or transfer the contract to any other person in any manner.

hh) The agency will provide the following particulars of the Ex-servicemen / Ex-Para Military security guards deployed in the Bank.

i. Copy of appointment letter.

ii. PF No. & ESI No.

iii. A copy of ESM/ Ex Paramilitary guards discharge book duly attested. It will be verified against the original by the authorized person of Bank with original discharge book.

iv. A copy of guard valid gun license.

ii) Private Security Agency will deploy their Field supervisors and check the guards on duty and submit the report to the respective Administrative Security Officer. Duty check routine will be as under: -

i. Major Towns/Cities: -- Thrice in a week (Day/ Night)

ii. Semi-urban/Urban Areas: -- Twice in a week. (Day/ Night)

iii. Remote and difficult areas-- Once a week.

jj) Before deployment of any guard in the Bank site, the Private Security Agency will give them **minimum 20 days induction training which will include 100 hrs of classroom instruction and sixty hours of field training**. Private Security Agency will give three days refresher training to their guards once in a year. The training will also include the training on latest security

gadgets, CCTV, Security Alarm System, Fire Extinguishers and Fire Alarm System. Security guards should be informed about prevailing security scenario in their area of operation / Duty and remedial action to be taken in case of need or emergency.

kk) The Private Security Agency should provide security services in coordination with the Circle Security Department/ Security Officer/ Chief Manager (GB/Admin) Administrative Office/RBO, depending on the Bank's requirement.

ll) The Private Security Agency should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

mm) The Private Security Agency will provide uniforms as laid down in the tender documents to all the persons engaged at SBI sites on its own without being reminded by the Bank to avoid penalty. A certificate has to be provided to the Bank every time new uniform & other accessories are issued without fail.

nn) The Private Security Agency will display all the notices near the guard post/ changing room as required under various Labour Act and Rules which is for the information of the guards i.e name of the Labour Commissioner and his address, contact number, wage rate, etc

9. **Fine and Penalty:** Bank reserves the right to impose the penalty as detailed below: -

a) Deployment of guards to be done as per the date given in the work order. In the event of delay in deployment of guards as per the work order date, a penalty of **Rs 100/-** per day will be charged to vendor. This amount of penalty so calculated shall be deducted from the monthly wage bill submitted by the vendor or from the security money deposit.

b) In case the Private Security Agency fails to commence/execute the work as stipulated in the agreement, after one weeks delay the Bank reserves the right to cancel the contract and get this job carried out from other empanelled security agencies. The security money deposit will also be forfeited. In the event of such cancellation, the vendor will not entitle to any compensation.

c) Unsatisfactory performance or not meeting the statutory requirements of the contract by the Private security Agency, the contract will be terminated, and agency will be blacklisted for a period of 4 years from participating in such type of tender. The security money deposit will also be forfeited.

d) In case the salary of the private security guards is not paid by the seventh of every month as per the statutory requirement, a fine up to Rs. **5000/-** will be imposed to the Private Security Agency and the same shall be deducted from the Private Security Agency's bill. Repetition of the same will be resulted in the termination of the contract and forfeiture of security deposit amount.

e) In case any of the Private Security Agency's Guards/Supervisors deployed under the contract fails to report in time and the Private Security Agency is unable

to provide suitable substitute in time, site remains unguarded due to the absence, penalty **equal to the wages** (Per shift/day) of number of guards/supervisors absent on that particular day shall be levied by the Bank and the same shall be deducted from the Private Security Agency's bill or from the security money deposit.

f) In case any public complaint is received attributable to misconduct/misbehaviour of the Private Security Agency's Guards/Supervisors, the Private Security Agency shall remove such Guards/Supervisors from the Bank site immediately. A fine up to Rs. **5000/-** will be imposed to the Private Security Agency and the same shall be deducted from the Private Security Agency's bill.

g) In case if any of the Guards/Supervisors is found with an unpleasant disposition, i.e. unshaven/soiled or without uniform/not wearing shoes/unkept hair etc. a penalty of Rs.100/- for each such incident shall be levied and the same shall be deducted from the Private Security Agency's bill. Further on repetition of same, the concerned Private Security Agency's Guards/Supervisors may be removed from the Bank site immediately.

h) The Private Security Agency shall be responsible to maintain all property and equipment of the Bank entrusted to it. Any loss to the Bank's property due to deficiency of services or laxity/negligence of the guard than the Private Security Agency will compensate the Bank the present value of the lost property/equipment. The decision of the Competent Authority of the Bank in this regard will be final and binding on the agency.

i) In the event of not supplying of agreed uniforms in time to the Guards/Supervisors, a fine of Rs. 500/- per guard will be imposed and the same shall be deducted from the Private Security Agency's bill. Even after imposing of fine if the Private Security Agency fails to provide the uniform to the guards within 07 days than the fine amount will be doubled, and Bank may also cancel the contract.

j) If any of the Guards/Supervisors deployed under the contract is/are found sleeping while on duty, a penalty of Rs 1,000/- per incident shall be levied on the Private Security Agency and the same shall be deducted from the Private Security Agency's bills. The private security guard should also be removed from the site.

k) For any failure in communicating of incident by Guard/Supervisor which is held during their duty to SBI Management within 30 minutes from occurrence the incident, a penalty of Rs 1,000/- per incident shall be levied and the same shall be deducted from the Private Security Agency's bills.

l) In case any of the terms & conditions or instructions as mentioned in this agreement is not followed/observed/maintained by the Private Security Agency, it will be treated as deficiency of service and a penalty of Rs. 500/- (unless penalty amount already specified) will be levied and deducted from the succeeding months bills or Security money Deposit. Other than visit reports/complaints any digital documents (photo, video, e-mail etc) will be acceptable as proof in case of deciding the deficiency of service for penalty /further necessary action.

m) In case the armed guard of the Private Security Agency is found doing duty with expired gun license a penalty up to Rs 2000/- will be imposed on the Private Security Agency. If the armed guard is found doing duty with less than 10 numbers of DBBL gun cartridge or expired cartridges a penalty up to Rs 1000/- will be imposed. The same shall be deducted from the Private Security Agency's bills or security deposit amount.

n) Private Security Agency will give annual refresher training of three days to the guards which will include range firing of 05 rounds (in case of armed guard). If training is not given to the guards within a year a penalty of Rs 500/- will imposed per guard and same will be deducted from the monthly wage bill or from the security money deposit. If even after imposing of penalty the guard is not given training the contract will be terminated, and security money deposited will be forfeited.

o) Before deployment of guards his medical fitness to be checked from MBBS doctor and his DBBL gun and cartridge should be checked from licensed arms dealer. The certificate of same should be submitted with the branch and a copy of it should be forwarded to the security officer. The medical to be done once in two year and checking of gun to be done annually. Failing to any of the above, a penalty of Rs 500/- per guard will be imposed on the vendor and same will be deducted from the monthly wage bill or form the security money deposit.

p) During the course of contract, if any the Private Security Agency's Guards/Supervisors in connivance with the Company are found to be indulging in any corrupt practices causing any loss of revenue to the Bank, Bank shall be entitled to terminate the contract forthwith duly forfeiting the Private Security Agency's Performance Guarantee and Security deposit amount.

10. Compliance with Tax Laws:

The Private Security Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Private Security Agency shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the Private Security Agency in respect thereof, which may arise.

11. Area allotment and Work order

a) Area allotment and initial work order will be done by the Local Head Office. The names of the empanelled Private Security Agencies will be sent to all Administrative Offices under Ahmedabad Circle with instructions for takeover of sites from the present Private Security Agency by the Local Head Office.

b) For future requirement of the guards, the Chief Manager (GB/Admin) of Administrative Office/Regional Office in consultation with Module Security officer will place the order for armed or unarmed guards to any of the empanelled private security agencies. But in case of bulk requirement of private security guards, the limited tender will be done, and price quotation will be called from the empanelled private security agencies by the Local Head Office.

c) Before deployment of new guards by the Private Security Agency, they should be interviewed by the Administrative Office Security Officer for accessing their suitability.

d) In case the Private Security Agency is not working satisfactory than the respective Administrative Office can also give work order to any of the empanelled vendor as they consider deem fit.

e) The Bank reserves the right to increase or decrease the number of guards as per the requirement at the time of award of contract or later during the tenure of contract. The Bank reserves the right to change the distribution at its own discretion any time during the contract period

12. Documents to be submitted along with the monthly wage bills:

a) A copy of Muster roll as per Form XVI (see Rule 78(l) a(i)) of Contract Labour (Regulation & Abolition) Central Rules 1971.

b) Register of wages as per Form XVII [See Rule 1 a (i)] of Contract Labour (Regulation & Abolition) Central Rules 1971. (copy enclosed)

c) Copy of EPF challan.

d) Copy of ESIC Challan.

e) Self-certificate that all the instruction related to labour law complied and all certificate/ license related to Private Security Agency or security services are updated and renewed.

13. Documents to be submitted before 20th of every month to branch/office

a) Wage slip as per Form XIX [See Rule 78 (1) (B)] of Contract Labour (Regulation & Abolition) Central Rules 1971. The salary slip must show individual EPF No, ESIC No and Bank Account number in which the salary is credited.

b) Monthly challan of EPF department showing the name of the Guards/Supervisors and monthly subscription details

c) Monthly challan of ESIC department showing the name of the Guards/Supervisors and monthly subscription details.

Note: - Failing to submit above said documents the wage bill for the next month will not be cleared.

14. Termination of the Contract: - Notwithstanding anything herein contained, the Bank may, by giving 30 (thirty) days' notice in writing to the vendor, terminate the Contract under any one or more of the following conditions:

a) If at any stage, even after the award of the contract, it comes to the notice of the Bank, that the Private Security Agency had used fraudulent methods or falsified documents to obtain the contract, the Bank would be at liberty to terminate the contract without any notice and a penalty as deemed appropriate would be imposed on the Private Security Agency.

b) The Bank may terminate the contract if it is found that the Private Security Agency is blacklisted on previous occasions by any of the Banks / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

c) Either party may terminate this agreement before the determination of the said **period of two years** for any reason whatsoever without assigning any reason thereto after giving one month's notice period to other party.

d) In the event of any default by the Private Security Agency, if in the reasonable opinion of the Bank, performance of any of the services under this agreement by the Private Security Agency is not acceptable as being in contravention of any law as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service or for any reason Bank decides to discontinue and/or dispense with service for any administrative reasons or otherwise.

e) If the Private Security Agency fails to perform the services under this agreement or to observe any obligations or breaches all or any of the terms of this document or the service provider is adjudged insolvent by any court of law or the service provider's service is declared by any court of competent jurisdiction as illegal, sham, or contrary of any law.

f) The Private Security Agency not paying correct wages to the guard or not depositing correct subscription to EPF and ESIC account of the individual guards.

g) If a petition for insolvency is filed against the vendor and such petition is not dismissed within ninety (90) days after filing and / or if the vendor makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all / any of the service provider's properties.

i. If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.

ii. Nothing contained in this agreement shall affect the right of the Bank to terminate the contract with immediate effect in the event of the happening of all or any of the cause stated in this clause.

iii. Notwithstanding the above, if the service provider discontinues its business at any point of time due to any reason whatsoever, the service provider shall give notice in writing, 30 days prior to the closure of discontinuing the business to the Bank and shall give all assistance to the Bank till the services hereto handled by the service provider is suitably transferred to other Agencies and/ or taken over by the Bank. The closure shall not discharge the service provider from providing such information and maintaining the records as stated hereinbefore.

14. Remuneration:

a) The rates of remuneration as agreed between the parties shall be as per the minimum wages notified by the Central Government. The Current Wage and other components are shown in **Appendix-IV of guards (Armed & unarmed) and of Caretakers.**

b) Revision of wage will be revised time to time as per the Central Government Notification. The revised rates shall become effective with effect from date

mentioned in the notice of revision of rates issued by Central Government. Taxes will be paid extra on actual basis as notified by the Government time to time.

c) The Private Security Agency will submit the application to Circle Security Department, Local Head Office GIFT City, Gandhinagar for revision of wages well in time as and when the notification is issued by the Central Government. The application will be accompanied by the Gazette notification.

15. Warranties and Limitations of Liability.

a) The Private Security Agency warrants that it will perform its obligations in a professional manner. Its security guards will take all reasonable steps which are required to protect SBI's property/personnel/image as per the Bank's guidelines.

b) The Private Security Agency shall be liable for any indirect, special or consequential damages to the Bank that may arise as a result of non-performance or contravention of all or any of the terms and conditions.

c) In the event of any such damages occurring to the Bank, the Private Security Agency shall

be liable to compensate the damages may be quantified by the Bank and the Bank shall be entitled to adjust the amount so claimed as damages against the future payments due by the Bank to the Private Security Agency, Security money deposit, performance guarantee and Bank shall have the power to terminate the Contract.

16. Force Majeure:

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

17. Contract Amendments:

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

b) No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

18. Miscellaneous:

- a) The terms and conditions of RPF documents will also be binding on the vendor during the term of this Contract.
- b) The vendor will not use SBI logo for any purpose.

19. Dispute Resolution: -

In the event of any disputes and differences arising out of or relating to this agreement including interpretation of its terms and conditions will be resolved through joint discussions of the Authorised Representatives of both the parties. However, if the disputes are not resolved by the discussions, then the matter will be referred to for adjudication to the arbitration of a person appointed by the Bank in accordance with Indian Law i.e. Arbitration & Conciliation Act 1996. The decision of the arbitrator shall be final & binding on both the parties. The venue for the arbitration will be Gandhinagar. The arbitration shall be in English. The arbitration procedure shall not cover any claim made by the Guards/Supervisors provided by the agency against the Agency and/or against the Bank.

20. Jurisdiction of Court

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

IN WITNESS WHEREOF the parties have executed this agreement on the above-mentioned date.

Seal of VENDOR affixed in presence of

Shri _____(VENDOR’s authorized representative)

Signature and Stamp

Shri _____ Designation _____. (Banks representative)

Signature and stamp

Witness

In the presence of

(1) Shri _____ Signature_____

(2) Shri _____ Signature_____

Place: Gandhinagar

Date