NIT NO	RBO UNA/005
DATE	29.05.2024

## e-TENDER



STATE BANK OF INDIA

## PART-A

## TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

Note: Bidder should possess valid digital signature for this e-tender

# **TECHNICAL BID FOR PRE-QUALIFICATION**

E-TENDER CONTAINING TECHNICAL. FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES ONLY FROM SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES FOR PROVIDING SERVICES OF UNARMED PRIVATE SECURITY GUARDS AT ATM PREMISES UNDER ADMINISTRATIVE CONTROL OF RBO UNA

AT

## REGIONAL BUSINESS OFFICE, UNA, HIMACHAL PRADESH

Regional Manager, State Bank of India, Regional Business Office 5, Hamirpur Road, Una, Himachal Pradesh – 174303

Portal for online Tendering- https://www.tenderwizard.com/SBIETENDER

	NOTICE INVITING TENDERS (NIT)	
Tender Number RBO UNA/-005		DATED :- 28.05.2024

State Bank of India (SBI) invites e-TENDERS from SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES under respective categories. Details of tenders are as under: E-TENDER CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES ONLY Name of Work FROM SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES FOR PROVIDING SERVICES OF UNARMED PRIVATE SECURITY GUARDS AT ATM PREMISES UNDER ADMINISTRATIVE CONTROL OF RBO UNA **HIMACHAL PRADESH** 2. Time allowed for completion As per tender documents 3. Rs. 25,000/- (Rupees Twenty-Five Thousand Only) crossed Bank draft **Earnest Money Deposit** / Banker's Cheque draw in favour of State Bank of India payable at Una. Bank will not be paying any interest on the EMD deposit. 4. Security Deposit 5% of the accepted value of contract excluding earnest money 5. Cost of tender documents NIL 6. Date of download of tender documents from Bank's web site 29.05.2024 http://www. sbi.co.in under "SBI in the news" in "procurement news" https://www.tenderwizard.com/S **BITENDER** Last date and time for submission 20.06.2024 till 05.00 PM at 7. https://www.tenderwizard.com/SBITENDER of online as well as offline bids/ etender. Address for communication and at 8. Regional Manager, which the EMD & tenders are to be State Bank of India, submitted on or before 20.06.2024 Regional Business Office 5, till 05.00 PM Hamirpur Road, Una HP-174303 cmcscr5.zosim@sbi.co.in 9. Date and time of opening of 25.06.2024 Technical Bid (11.00 AM) 25.06.2024 Financial Bid (12.30 PM) e- tender (Technical Bid & Financial Bid) Place of opening e-tenders -Online at https://www.tenderwizard.com/SBIETENDER through service provider. 10. Contact person cmcscr5.zosim@sbi.co.in, 9805004871 The work shall be awarded for initial period of one year from the date 11. Period of contract of commencement of the work subject to its renewal for a maximum of Two similar terms on expiry of the contract period within sole discretion of the Bank, subject to satisfactory performance of the vendor. 12. Validity of offer 180 DAYS from last date of tender submission 13. Agency for arranging online bidding M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore - 560079, Karnataka. https://www.tenderwizard.com/S Help Desk: 7503347659 / 9044314492/ 9073677150/ 151 / 152 / 9674758506 / 9674758723/26 **BIETENDER**) Contact Persons: (On working days 9 AM to 6 PM) 1. Mr. Abhay Kumar Singh Mobile No.: +91 9708966660

		e-Mail: abhaykumar@antaressystems.com  2. Mr. Pravesh Mobile No.: +91 9044314492 e-Mail: praveshmani.t@antaressystems.com
14.	Liquidated Damages	As per tender documents
15.	Value of Interim Certificate	NIL

- A. With reference to e- tender uploaded online, we hereby advise that application along with all attachments as mentioned below, <u>duly signed with seal by the Authorised Signatory of the firm as acknowledgment of accepting the laid down terms and conditions</u> for Providing Various Security Related Services From Empanelled Security Agencies(SAs) For Providing Services of armed/Unarmed private security guards at branches/Office under Administrative Control of RBO Rupnagar. Please acknowledge to understand and abide by the standard tender process as below:-
- B. The tender should be quoted & submitted as per application format and terms & conditions, copy of which is enclosed herewith as **Annexure-'A'** to **Annexure-"D"**. The L-1 rates will be decided on the basis of minimum service charge percentage (%) by the bidder in the e-bid. THERE SHALL NOT BE ANY BID ON MINIMUM WAGES. Bidders to submit bid only on Service Charge
  - C. The Technical Bid along with EMD of the e-Tender is required to be submitted **online as well as offline**. "Technical Bid for SA" should be accompanied by the following: -

1.	Vendor Application Form	Annexure- 'A'
2.	Earnest Money Deposited Details	Annexure- 'B
3.	Terms and conditions as per standard draft Service level Agreement (SLA) format, duly signed by hand, with Vendor's stamp / seal (on all pages) by the authorised signatory of the vendor	Annexure- 'C. '
4.	Terms and Conditions, undertaking by vendors duly signed and stamped	Annexure-'D'

v Price Bid Annexure – 'F'	
----------------------------	--

D. The technical Bids are also required to be submitted in Sealed Envelope(s) as explained below.

Super scribed as "<u>TECHINCAL BID FOR SA.</u>" The under mentioned documents duly self-signed by hand and Office Seal (on all pages) by authorised signatory of the firm/company should be submitted as part of the "Technical Bid" in two envelopes as given below: -

# **Envelope No: 1**

i	Vendor Application Form	Annexure- 'A'
ii	Earnest Money Deposited Details	Annexure- 'B
iii	Terms and conditions as per standard draft Service level Agreement (SLA) format, duly signed, with Vendor's stamp / seal (on all pages) by the authorised signatory of the	Annexure- 'C.
	vendor	
iv	Terms and Conditions, undertaking by vendors duly signed and stamped	Annexure-'D'

The sealed 'Technical Bids' in a separate envelope (**Envelope-1**) subscribed as "**TECHNICAL BID FOR SA RBO Una.**" should reach the Bank by **20.06.2024 till 05.00 PM as above.** 

<u>Price bids need not be submitted physically in any envelope, as price bid is to be submitted on online portal, if Price bids are found submitted in any envelope or in physically, such bid is liable to be outrightly rejected.</u>

The **Technical Bid (11.00 AM)** of the Tender shall be opened on **25.06.2024 and 25.06.2024 Financial Bid (12.30 PM)** by the committee constituted for the purpose, at Regional Business Office, Una, Punjab. The Vendor may come personally or depute an authorised representative (carrying authority letter in original) to be present during opening of Technical Bid, Price Bid and Lottery if more than one L-1 bidders are found, telephonicallyto L-1 bidders. The Tender shall be valid for a period of 180 days to be opened online.

After opening of **Envelope containing-Technical Bid**, in case vendor is not found technically suitable or not complying with the terms & conditions of the tender, price bid of the said tenderer shall not be opened/considered (Online).

Any deviation in the above procedures for submission of tender may attract disqualification of the vendor from the tendering process. Conditional tenders will not be considered and will be rejected outrightly. The vendor is advised to study the Tender Documents thoroughly. Submission of Tender shall be deemed to have been submitted after careful study & examination of Tender Document with full understanding of its implications. Tender without valid signature & stamp will be rejected.

Any clarification issued by SBI will be in the form of an addendum /corrigendum and will be available in SBI's website —<a href="https://sbi.co.in">https://sbi.co.in</a> under "SBI in the news" in "procurement news" / <a href="https://etender.sbi">https://etender.sbi</a> and at <a href="https://etender.sbi">https://etender.sbi</a> and at <a href="https://etender.sbi">https://etender.sbi</a> and at <a href="https://etender.sbi">https://etender.sbi</a> and at <a href="https://etender.sbi">https://etender.sbi</a>. (SBI in the news/procurement news) and at <a href="https://etender.sbi">https://etender.sbi</a>.

In case the day of opening is declared a holiday, the tender will be opened on the next working day at the same time. The Bank does not bind itself to accept the lowest tender and reserves its right to split or reject any or all offers without assigning any reason, whatsoever. Non-participation of empaneled vendors in the tender process may attract disqualification / de-empanelment from Bank's panel. The copy of the rates quoted by the vendors in the tender shall not be given to the other vendors.

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

In case of any doubt, the vendors may seek clarification from the Telephone No. 9805004871 email id: - cmcscr5.zosim@sbi.co.in

For and on behalf of State Bank of India Regional Manager, Regional Business Office, Una Encl: - As above

### Note:-

- Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bids submitted by the shortlisted bidders will only be opened. However, these Price Bids would remain undisclosed to the Bidders.
- 2. The L1 Bidder will be selected on the basis of minimum Service Charge % offered in the e-bid.
- 3. Firm can visit the website (https://www.tenderwizard.com/SBIETENDER) for submission of online tenders. For any website related queries M/s. Antares Systems Limited may be contacted.

### SAMPLE BUSINESS RULE DOCUMENT

E-TENDER CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES ONLY FROM SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES FOR PROVIDING SERVICES OF UNARMED PRIVATE SECURITY GUARDS AT ATM PREMISES UNDER ADMINISTRATIVE CONTROL OF RBO UNA, HIMACHAL PRADESH

### (A) Business rule for E-tendering:

- 1. All the contractors as per the criteria of tender in providing SA shall be eligible to participate.
- 2. SBI will engage the services of an E-tendering service provider who will provide necessary assistance before commencement of online bidding on Internet
- 3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
- 4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
- 5. Contractors must send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
- 6. E-tendering will be conducted on schedule date & time.
- 7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

#### (B) Terms & conditions of E-tendering:

SBI shall finalize the online price bid tender through e-tendering mode for which M/s. Antares Systems Limited. Has been engaged by SBI an authorised service provider. Please go through the guidelines given below and submit your acceptance to the same.

- 1. E-tendering shall be conducted by SBI through M/s. Antares Systems Limited, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
- 2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back- up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
- 3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
- 4. M/s. Antares Systems Limited, Bengaluru shall arrange to provide necessary assistance to your nominated person(s). They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
- 5. BID PRICE: The Bidder must quote the rate as per the Tender Document provided by SBI.
- 6. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

### 8. Procedure of E-tendering:

### Online E-tendering:

- I. The Price Bids will be available on the Bank's website during the period specified in the NIT.
- II. Online e-tendering for Price Bid submission through SBI approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned herein above.
- III. The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in service charge.
- IV. The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- V. It is mandatory to all the bidders participating in the price bid to quote their rates for each item.
- VI. In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be Liable for rejection.
- 1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. Antares Systems Limited, Bengaluru. The Bidders are requested to change the password after the receipt of initial Password from M/s. Antares Systems Limited, Bengaluru. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 2. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price.
- 3. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders
- 4. SBI shall be at liberty to cancel the E-tendering process/ tender at any time, before ordering, without assigning any reason.
- 5. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 6. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

### 7. OTHER TERMS & CONDITIONS:

- a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- c. Firm can visit the website (https://www.tenderwizard.com/SBIETENDER) for submission of online tenders/e-reverse Auction. For any website related queries **M/s.** Antares Systems Limited may be contacted.
- d. M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore 560079, Karnataka.

Help Desk: 7503347659 / 9044314492/ 9073677150/ 151 / 152 / 9674758506 / 9674758723/26 Contact Persons: (On working days 9 AM to 6 PM)

- I. Mr. Abhay Kumar Singh Mobile No.: +91 9708966660 e-Mail: abhaykumar@antaressystems.com
- 2. Mr. Pravesh Mobile No.: +91 9044314492 e-Mail: praveshmani.t@antaressystems.com

Portal for online Tendering- https://www.tenderwizard.com/SBIETENDER

### **Application Form**

Regional Manager, State Bank of India, Regional Business Office 5, Hamipur Road, Una Himachal Pradesh – 174306

Madam/Dear Sir,

E-TENDER CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES ONLY FROM SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES FOR PROVIDING SERVICES OF UNARMED PRIVATE SECURITY GUARDS AT ATM PREMISES UNDER ADMINISTRATIVE CONTROL OF RBO UNA, HIMACHAL PRADESH

- With reference to your **Tender Number RBO UNA/005 DATED: -29.05.2024** uploaded online, we hereby submit our application along with all attachments as mentioned in the NIT, duly signed by hand with seal by the Authorised signatory of the firm as acknowledgment of accepting the laid down terms and conditions for supply, installation & annual maintenance of above said work in the Branches / Offices/Cells under administrative control of Regional Business Office, Rupnagar, PUNJAB. We acknowledge to understand and abide by the standard tender process as below:-
- The tender should be quoted & submitted as per application format and terms & conditions, copy of which is enclosed herewith as <a href="Annexure-"A">Annexure-"A"</a> to <a href="Annexure-"A"</a>. The L-1 rates will be decided on the basis of minimum service charge percentage (%) by the bidder in the e-bid.
- The tender which is not accompanied by the EMD in required form shall be called "Non Bonafede Tender". The same shall not be considered for acceptance. No interest will be paid on the EMD. EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract and bidder to collect the same from Regional Business Office, Rupnagar, Punjab on any working day through their authorised representative. EMD of successful tenderer will be retained as a part of security deposit.
- 4 Any deviation in the above procedures for submission of tender may attract disqualification of the vendor from the tendering process. Conditional tenders will not be considered and will be rejected outrightly. We had studied the Tender Documents thoroughly. Submission of Tender shall be deemed to have been submitted after careful study & examination of Tender Document with full understanding its implications. Tender without valid signatures by hand & stamp will be rejected.
- In case the day of opening is declared a holiday, the tender will be opened on the next working day at the same time. The Bank does not bind itself to accept the lowest tender and reserves its right to split or reject any or all offers without assigning any reason, whatsoever. Non-participation of empanelled vendors in the tender process may attract disqualification / de-panelment from Bank's panel.
- We understand and undertake that mere submission of application does not guarantee us tender and Banks's decision in this regard will be final and binding on us.
- The e-tender will be called for a minimum period of **one year** which may be **renewed each year up to two times upon sole discretions of the Bank** on satisfactory services. The Bank does not oblige itself to accept the lowest tender and reserves the right to split or reject any or all the offer without assigning any reason thereof.
- The L-1 rates will be decided on the basis of minimum service charge percentage (%) by the bidder in the e-bid and if more than one SA becomes L-1 then L-1 will be decided through single draw of lots / Lottery System.

# INFORMATION FORM

S NO	SUBJECT	DETAILS
1	Name of the Agency with Corporate/ Head Office / Owner / CEO / Operations Head	
	Email id and mobile numbers for correspondence	
2	Corporate/ Head Office Communication details	(a) Landline Tele No(s)with STD codes:
		(b) Mobile No(s).
		(c) Fax No(s) :
		(d) e-mail ID :
3	Registration number under P Act for State of Punjab (Self-attested copy to be enclosed)	Valid up to
4	Names of authorised signatory / representative(s) who will be participating in the said tendering process on behalf of the Firm / Company (Copy of relevant document to be attached in case different from details given during empanelment)	
5	GST Registration No (Attested copy to be enclosed)	
6	Escalation Matrix for resolution of complaints	24X7 Helpline Number  1Name, Email id and Mobile Number 2Name, Email id and Mobile Number 3Name, Email id and Mobile Number
7	Bank Details	Account No :
8	List of documents enclosed (self-certified copies)	1

	4	
Your faithfully,Sign & Stamp (Name of Authorised Signatory) Date:	Place:	(Stamp of Private Security Agency)
M/S		
Encl: - As above		

(ON VENDORS LETTER HEAD) Annexure - 'B'

Regional Manager, State Bank of India, Regional Business Office 5, Hamipur Road , Una Himachal Pradesh – 174306

Madam/Dear Sir,

Encl: - As above

### **EARNEST MONEY DEPOSITED DETAILS.**

E-TENDER CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES ONLY FROM SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES FOR PROVIDING SERVICES OF UNARMED PRIVATE SECURITY GUARDS AT ATM PREMISES UNDER ADMINISTRATIVE CONTROL OF RBO UNA, HIMACHAL PRADESH

With refere	ence to the above, we he	rewith deposit the Earnest Mone	ey Deposit (E	MD) The details of which are as	under: -
Sr. No.	Amount (in Rs.)	(Demand Draft No.)	Date	Name of Drawer Bank	Payable at
our faithfully					

Your faithfully,	
Sign & Stamp (Name of Authorised Signator	ry)
M/S	

E-TENDER CONTAINING TECHNICAL, FINANCIAL BIDS AND TERMS & CONDITIONS FOR PROVIDING VARIOUS SECURITY RELATED SERVICES
ONLY FROM SBI LOCAL HEAD OFFICE (LHO) CHANDIGARH EMPANELLED SECURITY AGENCIES FOR PROVIDING SERVICES OF
ARMED/UNARMED PRIVATE SECURITY GUARDS AT BRANCHES/OFFICE UNDER ADMINISTRATIVE CONTROL OF RBO RUPNAGAR

# 1. SCOPE OF THE WORK

- (a) State Bank of India, Regional Business Office 5, Una intends to engage Security Agency (SA) for providing services of Unarmed Private Security Guards (PSGs) on contract basis for branches/ ATM premises under the Administrative Control of RBO, Rupnagar.
- (b) The strength of various manpower required may vary as per requirement. The contract shall be valid for an initial period of One year. The contract may be extended beyond this period at sole discretion of the Bank subject to satisfactory performance of SA.

# 2. QUALITATIVE REQUIREMENTS OF SA

### (a) REGISTRATION REQUIREMENTS

- L The SA should have valid PAN, GST, PF & ESI registration and shall satisfy the compliance with applicable statutory provisions as notified by Govt of India from time to time.
- L. The SA shall comply with all the labour laws, Rules, Regulations of concerned State and Central Government and shall have registration as per various such Acts & Rules as applicable.
- **1** The SA must have valid license under applicable Private Security Agency Regulation Act (PSARA) for the State of Punjab and other law as applicable.

### (b) SERVICE SUPPORT OFFICE

The SA shall have an established office in one or more locations in Union Territory of Chandigarh or tri city area to provide services. The SA shall provide complete address, contact details like Tele No., Fax No., email ID and Mobile Nos.

### (c) BLACKLISTED / UNDER ARBITRATION

The SA should not be under arbitration/ litigation with our Bank and should not be blacklisted/ de-listed/ de-paneled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutions (FIs)/ Corporate Offices

(d) In case the SA doesn't meet the qualitative requirement at any stage during theperiod of agreement, in such eventuality the services from SA will stand terminated.

### QUALITATIVE RQUIREMENTS OF VARIOUS CATEGORIES OF MAN POWER

### (a) ARMED GUARD

- i. The armed guard shall be an ex-serviceman up to the rank of NCO who has retired with pension from the respective service.
- ii. Shall have a 12 bore DBBL gun as per requirement of the Bank along with a valid gun license of the weapon on his name.
- iii. Upper age limit shall be 50 years.
- İV. Medical category shall be SHAPE-I or AYE at the time of release/ retirement from Defence forces as per discharge book. He shall be medically and physically fit to undertake the duties assigned to him for continuous shift of eight hours or more in case ofemergency.
- V. Character shall be Exemplary at the time of release/ retirement as per discharge book. The individual shall not have any adverse Police Record. The SA has to provide Police verification of the personnel at the time of his deployment.
- VI. The SA needs to provide with Test Firing, training record and Fitness Certificates of DBBL/PASG gun once in a year.

### (b) UNARMED GUARD

- I. The unarmed guard shall be an ex-serviceman or an ex- Paramilitary force personnel up to the rank of NCO who has retired with pension from the respective service.
- II. Upper age limit shall be 50 years.

iii Medical category shall be SHAPE-I or AYE at the time of release/ retirement from Defence forces as per discharge book. He shall be medically and physically fit to undertake the duties assigned to him for continuous shift of eight hours or more in case of emergency. iv. Character shall be Exemplary at the time of release/ retirement as per discharge book. The individual shall not have any adverse Police Record. The SA must provide Police verification of the personnel at the time of his deployment.

#### UNIFORM REQUIREMENT OF VARIOUS CATEGORIES OF MAN POWER

### (a) ARMED GUARD

A proper uniform having Cap/ Pagri as applicable, shirt, trousers name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the SA norms and as per theweather requirement. He must wear a proper photo identity card issued by the SA.

### (b) <u>UNARMED GUARD</u>

A proper uniform having Cap/ Pagri as applicable, shirt, trouser, name plate, black belt & leather shoes. Colour and design of the uniform shall be as per the SA norms and as per theweather requirement. He must wear a proper photo identity card issued by the SA.

### MINIMUM WAGES PAYABLE TO VARIOUS CATEGORIES OF OUTSOURCED MAN POWER

## (a) ARMED GUARD

Minimum Wages payable to armed guards will be under "Highly Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

## (b) **UNARMED GUARD**

Minimum Wages payable to unarmed guards will be under "Skilled" in Watch & Ward category as per notification issued by the Ministry of Labour and Employment Govt of India.

### **CHARTER OF DUTIES OF VARIOUS CATEGORIES OF MAN POWER**

## (a) ARMED GUARD

- I. Exercise strict alertness/vigil in order to protect Bank's and loss to the assets of the Bank against burglary/ theft/ dacoity etc.
- ii. Ensure proper flow of Staff & visitors and preventing entry of unauthorised persons in the premises.
- iii. Ensure entry/ exit of the authorised property/ articles only through the Bank's procedure only.
- IV. Round the clock patrolling of specified area/ Bank's premises.
- VI. Access control, checking and parking of vehicles.
- VII. Respond to the alarms and calls of distress and fire fighting in case of emergency.
- VIII. Necessary coordination with the Police Beat Patrolling etc.
- IX. Should know how to operate various Security gadgets viz. Security Alarm, Fire Alarm, CCTV system, Biometrics Access Control System and HHMD/DFMD.
- X. Any other duty assigned by the Bank.

### (b) UNARMED GUARD

- İ. Exercise alertness and strict vigil in order to protect the property and assets of the Bank from damage/ loss due to destruction, burglary & theft.
- ii. Ensure proper flow of Staff & visitors and preventing unauthorised entry in the premises.
- iii. Ensure entry/ exit of the authorised property/ articles only through the Bank's defined procedure only.
- IV. Round the clock patrolling of scheduled specified area.
- V. Ensure proper parking in the area.
- Vİ. Should know how to operate various Security gadgets viz. Security Alarm, Fire Alarm, CCTV system, Biometrics Access Control System and HHMD/DFMD.
- VII. Any other duty assigned by the Bank.

## 8. PENALTIES

I. In the event of failure/ inability to provide security personnel in any of the above- mentioned categories as per deployment plan/ requirements State Bank of India may deduct 5% of the monthly invoiced value of the respective site apart from deducting the daily wages for each day absence of the number of person (s) provided. Apart from the above in case of deficiency in the service under mentioned penalties may be levied by the Bank: -

Sr.No.	Type of deficiency in service	Penalty			
а	Absent from the duty	Penalty of Rs.1000/-			
b	Sleeping while on duty	Penalty of Rs.1000/-			
С	Not wearing proper dress while on duty	Penalty of Rs.1000/-			
d	Misbehavior while on duty.	Replacement	of	manpower	with penalty of Rs.2000/-
е	Drunk while on duty	Replacement	of	manpower	with penalty of Rs.2000/

**1.** Any damage caused due to willful act or negligence by the SA or its staff/ employee in case of any theft, breakage, pilferage of any items, fixtures, equipment etc. it shall be the sole liability of the SA and the Bank shall be entitled to adjust the amount of loss so caused from the monthly bills after due investigation by the representatives of both the Parties.

### 9. INDICATION OF AUTHORISATION

All the Formats, Terms & Conditions & Documents submitted by the SA must be signed by the authorised signatory of the SA. The signatory shall submit a copy of the valid authority letter (In case of change of authorised signatory as per details & documents submitted for SA Empanelment), authorizing him to sign the above documents on behalf of the SA. The documents once submitted by the SA shall be the sole property of the Bank. The original agreement shall be the property of the Bank.

# 10. <u>UTILISATION OF KNOW-HOW</u>

That by executing this agreement the SA is prohibited from using any information or Know-how gained in this contract for another organization whose business activity are similar in part or in whole to any of those of the Bank anywhere in the world without prior written consent of the Bank for a period of three years from the date of the expiry of contract.

## 11. INTELLECTUAL PROPERTY RIGHTS

The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The SA shall fully protect/ indemnify the Bank from all legal actions, claims or damages from third parties arising out of use of software, designs or processes used by the SA.

# 12. SOLICITATION OF EMPLOYEES

The SA will not hire employees of the Bank or solicit or accept solicitation either directly, indirectly or through a third party from the employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except with the prior permission of the Bank. The employees of the SA will maintain an arm length distance in other dealings with SBI in any other matter/ work not concerned by this agreement.

## 13. <u>INDEMNITY</u>

The SA will undertake thorough background check, due diligence in verifying the antecedents of its employees. The SA will indemnify and protect the Bank against all claims, losses, damages, expenses, actions suits and other proceedings resulting from: -

- (a) Any action of the employees of the SA.
- (b) Infringement of any law pertaining to patents, trademarks, copyright etc. or such other statutory infringements in respect of all hardware and software used by them or the local laws of any state or the labour laws or Central/ State tax laws.
- (C) Damage to the Bank's, its staff or customers property.
- (d) Cases of negligence, dereliction of duty, disorderly behavior, other misconduct by the personnel of the SA, the agency will take appropriate action against such personnel.

## 14. DISPUTES

In the event of any dispute/ differences arising out of or relating to this agreement including interpretation of its terms, parties at the first entrance shall resort to resolvethe same through joint discussions of the Authorised Representatives of both the parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred to the Arbitrator appointed by the Bank in accordance with the Indian law i.e. Arbitration & conciliation Act 1996 and the venue for the same shall be UNA. The decision of Arbitrator shall be final and binding upon both the parties.

## 15. THIRD PARTY SERVICES

The SA will extend the services by himself. The SA is prohibited from further subletting/ outsourcing of the services to any other party.

16. PAYMENT SCHEDULE. PAYMENT TO THE PERSONNEL AND OTHER DEDUCTIONS

- **a.** No advance payment will be made. Payment for the above-mentioned services including wages of the contract persons will be made on monthly basis on production of monthly bills by the SA after deducting Tax Deducted at Source (TDS) as applicable.
- b. The SA to raise the monthly bill to the concerned Branch/ Office/ Cell by 5<sup>th</sup> of next month. The concerned Office/ branch/ cell will make the payment on verification of the bill and attached documents within 10 days of the submission of the bill.
- C. The man power hired on contract shall be the employees of the SA and all statutory liabilities will be paid by the SA such as Minimum Wages, ESI, PF, workmen compensations etc. as applicable and amended by the Ministry of labour & Employment, Govt of India, from time to time. The SA shall make the payment of salary of its employees after deduction as per statutory requirements directly to the Bank Accounts of its employees. The SA shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESIC, contribution to Provident Fund, Bonus etc., as applicable, are being paid to its employees or being deposited to their accounts as required under various statutory Acts notified by the Government time to time. It shall be the duty of the SA to get PF, ESI etc. number of its employees from the concerned Office.
- d. The Bank shall make only following payments to the SA for the manpower provided for security services at Bank's Office(s)/SBI Residential Complexes. (A calculation sheet of wages payable based on present minimum wages are calculated and enclosed as Annexure "D"):-
  - 1. An amount based minimum wages and statutory payments underfollowing heads:
    - i. Minimum Wages (Basic +Variable Dearness Allowance) applicable to the area where services are being engaged as per the minimum wages Act 1948 at the rates as notified by the Ministry of Labour & Employment, Govt of India, from time to time.
    - ii. Minimum statutory PF contribution.
  - iii. Minimum statutory ESIC contribution (Where applicable)
  - iV. Minimum statutory bonus (Above 20 personnel, If applicable can be reimburse after paid to security personnel)
  - V. Minimum statutory payable Gratuity (If applicable)
  - VI. Double pay for the personnel actually performs duty for the three national holidays in a year.
  - 2. Administration Fee/ Service Charge @ % on total of all above.

## 17. OTHER TERMS & CONDITIONS

- (a) The personnel engaged by the Bank through the SA shall be their employees and in no event the said personnel shall be deemed to be the employees of SBI. SBI is not responsible/ liable to the said personnel and payment of salary (as per minimum wages act), allowances any other amount shall be the sole responsibility of the SA.
- (b) The SA shall comply with the provisions of all Labour Laws, which are applicable to the contractor or his employees and shall be solely responsible for liabilities arising out of such compliances, non-compliances or implementation or non-implementation thereof. The SA will furnish proof of compliance of all Labour Laws requirements including obtaining licenses, filing of monthly/ quarterly and annual returns and any other statutory requirements within 15 days from the due date and furnish calculations and proof of payments/ challans, made to all Government/ Statutory Authorities under EPF, ESIC, Labour Welfare Act, Payment of Bonus Act, etc. within 15 days of the statutory time limit allowed under the respective Act and all other statutory rules as amended from time to time.
- (c) The SA shall also be responsible for maintenance of proper records as required under the provisions of various Labour Laws/ Statutory Acts applicable to the SA and its employees such as attendance register, deductions for damage & loss etc. and produce them and as and when demanded by the Bank or any appropriate Labour authorities.
- (d) The SA shall ensure that all its personnel are properly trained to carry out their duties.
- (e) The SA shall ensure timely payment of wages to its personnel.
- (f) The SA shall provide additional manpower in any number within reasonable time but not exceeding 7 days, if so required, on the written requisition of State Bank of India, on pro-rata basis.
- (g) State Bank of India has the right to increase/ decrease the man power in any of the category/ categories after giving Seven days' notice in writing.
- (h) The SA to have full control over the personnel engaged by them. Bank shall specify the services and the quality only.

- (i) The SA shall be made responsible to attend to all complaints/ requirements within the purview of the contract.
- (j) The SA shall accept and bear full and exclusive liability for the payment of any or all taxes in force or hereinafter imposed, increased or revised from time to time by the Centre/State Government or any other authority with respect to or covered by wages, salary or other compensation paid or payable to persons employed by him.
- (k) The SA shall fully comply with all applicable laws and rules and regulations including the payment of provident fund contributions, payment of Bonus Act, Workmen Compensation Act and/or such of the acts or laws or regulations passed by any Central/State Government, Municipal Authority including TDS as per the IT Act. SA shall also be liable to meet any penalty imposed by statutory authority(ies) for noncompliance of laid down statutory provisions.
- (I) The SA shall be responsible for proper maintenance of all register's records and accounts so far as they relate to compliance of any statutory provisions/obligations.
- (m) The SA shall bind itself/ executors or administrators and shall indemnify the Bank against all claims, damages, proceeding, costs or any expenses whatsoever may be imposed, enforced or brought against the Bank or any of its Officials/ employees for reasons or consequent upon any breach or default on the part of the SA in respect of violation of any provisions of law/ act/ rule/ regulations having the force of law.
- (n) The SA shall be responsible for all the claims of his employees and the employees will not make any claim whatsoever against the Bank. The SA's personnel will not have any right whatsoever or absorption in the Bank. Any of SA employee approaching Bank management for any claim will be treated gross indiscipline. The agency shall be required to take stern action against such cases.
- (o) The SA shall obtain adequate insurance policy in respect of the personnel engaged by him for the work towards meeting the liability of compensation arising out of death, injury, disablement etc.
- (p) The SA shall provide weekly off/ holiday to his workmen as per labour laws, but it will be its responsibility to ensure uninterrupted services to the Bank on all days.
- (q) The SA shall make adequate arrangements for supervision to ensure efficient discharge of the duties by the personnel deployed. The contact details of the supervisor shall be made available to the Bank. Further, wherever more than one guard is deployed in a shift, one guard shall be nominated as shift in-charge who will be responsible for the efficient discharge of duties by all the personnel in that shift. Timing of supervisors will be decided in consultation with Concerned Officer of the Bank.
- (r) The SA shall abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to the establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any act, rules, Regulations, notification, Circulars issued from time to time by the Govt. Of India or State Government. The SA shall provide an undertaking to this effect prior to the commencement of the job and indemnify State Bank of India, Local Head Office, Chandigarh against any breach of statutes/ law etc.
- (s) The SA shall also be responsible to pay rates and wages and observe hours of work and conditions of employment as prescribed under the Minimum Wages Act (Central Govt.), Employee PF Act, and Bonus Act etc. It shall also be the responsibility of the SA to ensure that the directions issued are carried out by the persons employed.

## 18. TERMINATION OF CONTRACT

- (a) SBI may terminate the contract by giving a notice of 30 days without assigning any reason. SBI may reduce the strength of one or more locations by giving a Seven days' notice to the SA.
- (b) If services entrusted under this agreement become illegal at a later date by operation of any law, then the Bank will discontinue the contract forthwith and no compensation will be paid to the SA (Party of Second Part) and the security guards etc so deployed by the SA will not have any right or claim against the Bank and it will be the soleresponsibility of the SA.

# **UNDERTAKINGS**

We undertake:

Place:

Date:

We undertake				
administrative Control of Region	e SA as per Bank's existing empanelment guidelines a nal Business Office, una including the branches/offices & A at the L-1 rates and terms & conditions of the e-tende	ATM premises of Bank loca		
will place our representative localso continue to keep activate complaints from branches/offic	the work at all allotted centers/branches/offices & ATM cally at ATM locations, so as to be able to attend to the cad our e-mail ID for receiving the complaints from branches from 9:30 AM to 5:30 PM telephonically on all Banks offices of Bank will be maintained by us and complaint/	alls from branches/offices fo ches/offices. We also unde working days. We also und	r service etc. promptly. ertake that we will rece ertake that due record o	We will vive the
Government Body and there is	r any of its Director(s) / Proprietor(s) has not been blace no vigilance, or any criminal or other inquiry pending one Firm/Company. The licenses, which is in the name offor the state of Himachal Pradesh is valid from	r contemplated against any our Firm/Company/Establis	person(s) of the firm or hment, name of firm	
Place: Date:	Authorised Sig with Seal	natory of the Firm		
	AFFIDAVIT (Minimum Rs. 100/-)			
I,S/o	, Sole Proprietor/Partner/Director/Authorised Sig	natory, M/s	, Address	, do
hereby solemnly affirm and declare a	s under:-			
1. That deponent is a Sole Proprietor/	Partner/Director/Authorised Signatory of M/s	, Address	and compe	etent to depose
on behalf of the Firm/Company/LLP.				
2. That deponent declares that our Fi	rm/Company/LPP is not under arbitration/ litigation with	any Bank including State B	ank of India.	
3. That deponent further declares	that our Firm/Company/LPP has not been blackliste	d/ de-listed/dropped/de-par	nelled by the SBI inclu	uding erstwhile
Associates Banks or any other Gove	ernment/Semi-Government/Nationalised Public Sector	Banks/ Public Sector Unde	rtaking (PSUs) / Finan	cial Institutions
(FIs)/ Corporate Offices.				
Place: Date:		Deponent		
VERIFICATION:  Verified that the contents of n	ny affidavit are true and correct to my knowledge and no	othing has been concealed t	therein.	

Deponent

SERVICE CHARGE @ PERCENTAGE OF MINIMUM WAGES + VDA + ESI + EPF + BONUS						
IAT						
Note:-						
Above rates are excluding of GST. No change in values already filled is allowed  Service Charges shall not be less than 3.85% and not be more than 7%.						
me.						
<u>-</u>						

Signature & Stamp of Authorised Signatory