Bid document to be submitted/ dropped personally by
authorized representative of the respective security SS Provider/Company.
Cost of the Bid Document: Rs.2000/- (Rupees Two thousand only) Payable at
Mumbai through Pay Order/Demand Draft drawn in favour of **"IDBI Bank Ltd."**

RFP/BID DOCUMENT FOR PROVIDING SECURITY SERVICES TO IDBI BANK

1. **Bid document may be downloaded from the IDBI Bank website as mentioned below**

Any other queries may be clarified from Security Section, IDBI Bank Limited, Corporate Center,IDBI Tower, C Wing, 4th Floor, WTC Complex, Cuffe Parade, Mumbai – 400 005.

1. Date of commencement of issue/download of bid documents	From 13th April 2016 to 6th May 2016
2. Cost of the Bid document	Bid document/s can be downloaded from the IDBI Bank's website/Internet site **www.idbibank.com** or **www.idbi.com** also. However downloaded bid documents shall be submitted along with a DD/ pay order also of Rs.2000/- , payable to **"IDBI Bank Limited"** at Mumbai, as cost of bid document.
3. Prebid Meeting	At IDBI Tower WTC Complex, Cuffe Parade, Mumbai – 400 005 on 27th April, 2016 at 15:00 hrs
4. Time & date of the submission of Bid	Upto 16:00 hrs on May 6, 2016
5. Place of submission of bids and Address for Communication	Bids in sealed envelope to be dropped into a sealed RFP (Request For Proposal) Box kept at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005. Tel: 022-6655 3355 Fax:-022-2215 5073 e-mail id-corporatesecurity.firecontrol@idbi.co.in
6. Date and time of opening of technical bid/pre-qualification of (RFP)	* 7th May 2016 at 11:00 hrs at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai –400 005.
7. Date and time of opening of Financial bid	(To be intimated in due course).

*If a holiday is declared on any of the dates mentioned above, the bids shall be received/ opened on the next working day at the same timings specified above.

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DISCLAIMER

The purpose of this Request for Proposal (**RFP**) is to arrange outsourced Security Services for IDBI Bank Limited (IDBI Bank/Bank); offices/branches/establishments spread all over India.

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

This RFP document is not an agreement and is not an offer or invitation to offer by IDBI Bank to any parties, other than the applicants who are qualified to submit the bids herein after called the "**Bidders**". The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport, to contain all the information that a Bidder may require. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this RFP and / or the bidding process, without assigning any reasons whatsoever. Such change may be intimated to all the Bidders/Service Providers. Any information contained in this document, will be superseded by any later written information on the same subject made available to all recipients by IDBI Bank.

IDBI Bank may in its absolute discretion in the larger interest of the Bank, but without being under any obligation to do so, update, amend or supplement the information in this RFP or modify or alter any provisions or terms and conditions at any time even during the contract period, at its sole discretion without assigning any reasons what so ever

IDBI Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP at any stage without assigning any reason whatsoever. The decision of IDBI Bank shall be final conclusive, and binding on all the parties.

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SECTION - I
INVITATION FOR BID

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Table of Contents

1. Background 5

2. Guidelines for submitting bids …….…….…… 5

3. Bid Security (BS) Value ……..…….…. ……..6

4. Pre-Qualification for SS Providers …….…….....7

5. Eligibility Criteria ……... 7

6. General Terms and Condition.....8

7. Brief Scope of Work ……..…….. 9

8. General Instructions …….. 10

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1. Background

1.1 IDBI Bank Limited is a Company under the Companies Act, 2013 and a banking company under section 5 (c) of the Banking Regulation Act, 1949 (hereinafter referred to as IDBI Bank/ the Bank).

1.2 IDBI Bank is notified as a scheduled bank by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. RBI has categorized IDBI Bank under a new sub group "other public sector bank". IDBI Bank is engaged in banking business.

2. Guidelines for submitting bids

2.1 Purpose

IDBI Bank requires Security Services as per Section IV.

The above services are required at locations (as per requirement) across the country, at the locations where IDBI Bank Branches/ Offices/ Establishments are presently located/ are to commence operations in the future.

The purpose of the present notice inviting bids is to select Security Service Provider/s (hereinafter referred to as SS Provider/s) for various locations of the Bank. IDBI Bank proposes to engage competent, qualified and experienced security agencies to provide Security Services**.**

2.2 Instructions to SS Providers :-

SS Providers are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The Bid details should be precise, complete and in the prescribed format, as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid and for which IDBI Bank shall not be responsible. Sealed offers prepared in accordance with the procedures enumerated in Section II of the Bid Document should be submitted to IDBI Bank not later than the date and time laid down, at the given address at Para 1.

SS Providers shall bear all costs associated with the preparation and submission of its Bid and IDBI Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.

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2.3 Amendment of Bid Document :-

IDBI Bank reserves the sole right for including any addendum or issuing any corrigendum to this RFP or Bid process. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.

At any time before the deadline for submission of Bids/ offers, IDBI bank may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP/Bid document and the same will be duly uploaded on the website, and the bidders are required to check the website frequently during the Bid period and keep themselves updated on any changes made, therein, and all such changes, if any shall be binding on them.

If required in order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IDBI Bank reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on IDBI Bank for the same. IDBI Bank's decision shall be final, conclusive and binding on all the bidders or offers.

2.4 Expected time for starting the Service(s)

The SS Providers are expected to start-Service(s) within a period of 45 days from written intimation sent by/from IDBI Bank. IDBI Bank may review the services of the Service Provider Quarterly (Three Monthly) or as decided by the Bank. The right to review the Security Services and the discretion referred to above shall not be construed as an obligation on the part of IDBI Bank. In case the SS provider/s is not able to takeover all required services in all required locations in the stipulated period of time from the date of written intimation and/or the Security Service Provider has not been able to render the Security services to the satisfaction of IDBI Bank, IDBI Bank shall be entitled to terminate the agreement and is not bound to take any services from that Service Provider concerned.

3. Bid Security (BS) Value:-

3.1 A Bid Security of Rs. 1,00,000 (Rupees One lakh only) per bidder by way of Demand Draft or Pay Order in favour of "IDBI Bank Limited" payable at Mumbai must accompany and be attached ***outside*** the sealed envelopes of the Technical bid. The bids submitted in consortium, shall be rejected without assigning any reasons whatsoever.

3.2 The bid security shall not bear any interest and the same will be refunded to the unsuccessful SS Providers/ bidders within 60 days from the last day of the completion of the entire RFP (Request for Proposal) process, unless forfeited for non-compliance as provided in this RFP or the decision to abandon the bid process. In the case of successful bidders, the bid security amount will be adjusted against the performance guarantee required to be deposited by each successful SS Provider/ Bidder.

It is clarified that the Bid Security will not bear any interest whatsoever and this bid security amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute the order/purchase order/service order or any other documents, as may be required by IDBI Bank in case the Bid / Tender is accepted

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4. Pre-Qualification for SS Providers:-

4.1 The prospective SS Providers should fulfill the respective pre-qualifications otherwise their bids will not be considered valid for the bid evaluation process and will be rejected forthwith. The decision of IDBI Bank shall be final and conclusive. The SS Provider should submit all the supporting documents and in the case of non-submission, the bid is liable to be rejected.

4.2 Each SS Provider should bid for providing all the service(s) as defined in the scope of work, annexed with the Bid (Section IV).

5. Eligibility Criteria:-

The detailed eligibility criteria are described in the FACTOR MATRICES and other related documents of the TECHNICAL BID documents mentioned in the RFP.

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6. General terms and conditions:-

6.1 Besides being in possession of all other statutory compliances, the copies of the following valid statutory compliances would also be enclosed & may be verified accordingly:-

6.1.1 For deploying the guards in the state of Maharashtra, SS Provider and the guards should have exemption by Government of Maharashtra under the provisions of the Maharashtra Private Security Guards (Regulation of Employment & Welfare) Act. 1981 and the scheme made there under, and subsequent instructions/ guidelines.

6.1.2 Property Protection/PER PRO'/Protection/ or an appropriate Arms license issued by Govt. authorities would be necessary.

6.1.3 License to engage in the business of Private Security Agency [REGULATION] Act, 2005 (PSARA) -issued by the Controlling Authority of the Govt.

6.1.4 Registration numbers & certificates for ESIC, EPF, Service Tax, and Labour License for one of the clients issued by Labour Department of the appropriate Govt., or Governmental bodies. (any one of the existing clients)

6.1.5 DGR Registration, if applicable/required.

6.1.6 Registration number and certificate for Shops and Establishment Act of the respective States, if applicable.

6.2 The SS Provider shall have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment and should not be on the defaulters or negative list of RBI or any other regulator /Indian Banks Association/ other statutory / regulatory body / authority. In addition they should not have defaulted in providing similar services with IDBI Bank including subsidiaries/ affiliates or any other bank in the last 3(three) financial years ending 31st March 2015. Satisfactory service certificates should be produced from three of their major clients, with whom the SS Provider has executed Security Service contracts for more than Rs. 3 crores in each of the last 3(three) Financial Year ending 31st March 2015.

6.3 The personnel and other staff should be provided to wear tamper proof photo identity cards issued by the SS Provider and wear prescribed uniform. Non display of photo ID cards and not wearing prescribed uniform should be reckoned as a misconduct with attendant consequences.

6.4 Relevant documentary evidence(s), satisfactory services certificates from 3 existing major clients, licenses/ authorization under applicable law including but not limited to certificates from the auditors/ statutory auditors, income-tax and sales tax returns for the above should be produced along with the bid document.

6.5 The SS Provider should complete the "Organization Profile" format in Section V and submit the relevant document(s) along with the Bid documents.

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6.6 The SS Provider should not be owned or controlled by any Director or officer/ employee of the Bank or their relatives having the same meaning as assigned under Section 277 of the Companies Act, 2013. A declaration to this effect should be submitted with the Bid.

6.7 The SSP should not be involved in any major litigation, potential, threatened and existing, in the last three years ending 31st December, 2015, that may have an impact of affecting or compromising the performance and delivery of Service(s) under this RFP/Agreement.

6.8 The SS Provider's organization should be manned by professionals who are adequately trained and the organization structure should comprise of a centralized help desk, taxation consultants, account managers, recruiters and other support staff to enable the SS Provider to execute and perform the job and work assignment of such nature and magnitude, efficiently.

6.9 The manpower being deployed for this project should have necessary experience, expertise & relevant knowledge about all the aspects of Security Services/ Guns/ Security Equipment etc. and should be registered as a staff/employee of SS Provider. Service Provider must have valid registration(s)/ licenses as per legal/ regulatory requirements applicable in various States.

6.10 In the case of Armed Guards, all the respective Arms (guns) should have proper valid licenses and all necessary statutory compliances, in all respects and an easily readable, copy of each, will be verified from original.

6.11 In case any information/ documents are found to be incorrect/ false at a later stage also, it shall invite immediate disqualification/ termination of the Service Provider/ contract, from consideration/ short listing/ or deployment. All bidders/ SS Providers must ensure that they are in possession of the valid original copies of all statutory compliances mandatory under State or Central Govt. Rules/ Acts, etc. The original documents may be verified/ scrutinized during the RFP (Request for Proposal) processes or at any other time.

7 Brief Scope of Work

7.1 The scope of security services to be rendered includes provision of Security Guards (SG), Security Armed Guards i.e. Gunmen (SAG), Automated Teller Machines Caretakers (ATMCT)/ Caretakers (CT) (as may be required), Security Supervisors/ Officials/ Officers/ Specialized staff (as may be required). SS Provider shall deploy their staff at the facilities/ locations of the Bank, with an assurance of efficient, prompt and safe Service/s with utmost efficiency and secrecy.

7.2 Engagement of SS Provider (s) will be for a period of 3 (three) years, subject to satisfactory performance review at the end of every year. If performance is found to be satisfactory then the contract may be continued at the same or similar terms & conditions. However, in the event of Service(s) being found unsatisfactory at the time of annual review or at any time during the intervening period, IDBI Bank reserves the right to terminate the contract by giving one month's prior notice. If the SS Provider is terminated because of unsatisfactory services, then IDBI Bank has full rights to retender for that cluster or reallocate the work / part of the work among other empanelled Security Service Providers of other clusters. The Bank's decision in this regard shall be final, conclusive and binding on the parties.

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7.3 The selected SS Provider/s should allocate a team of at least 2 (Two) Relationship Managers dedicated for Services to IDBI Bank within 15 days of the contract being awarded, which would be the Specific Point Contact (SPC) for the Bank regarding Security Services.

7.4 The detailed scope of work is given in Section IV of the Bid Document.

7.5 In case of substandard or unsatisfactory Security Services being provided by the selected SSP ,the bank at any time at its sole discretion and in the larger interest of efficient Security Services being sensitive in nature, may Terminate or reallocate or relocate in part or the complete Security Arrangement ,at any of the branches/ locations/ clusters ,of any Security Service Provider ,in the same cluster/ other cluster or if necessary may also reallocate the work to the extent possible to any other SSP, without assigning any reason, whatsoever.

7.6 The SSP may have to ensure that the verification of the antecedents of the persons deployed by them, from the police.

8 General Instructions

8.1 A **"**Two Part Bid**"** process will be followed. The SS Provider will have to submit both Technical and Financial Bids in separate envelopes. The Technical Bid envelope may be superscribed with reference as "Providing Security Guards Services to IDBI Bank Ltd – TECHNICAL BID" Name & Full address, contact numbers of the Security Service Provider. Similarly, on the envelope containing FINANCIAL BID – Name and Full address, contact number of the Security Service Provider shall be super scribed. No indications pertaining to price or financial or commercial terms should be made on the envelopes. The Financial Bid will be opened only in respect of SS Providers who are found to be technically qualified. Both the envelopes are to be put in a master envelope super scribed "Bid Document for Providing Security Services to IDBI Bank. It should also have Name, Full Address, and Email-Id, Contact No's. of Two dealing officials of the bidder specifically for this RFP.

8.2 Presently, the Bank is having around 1800 branches/ offices/ establishments PAN India. Each branch may be broadly requiring 3 unarmed guards, round the clock in 8 hours shift each and 1 armed guard during business hours. However the number of security guards may be varied / increased / decreased depending on the security threat and vulnerability of the premises. The broad numbers of guards required may be worked out and if necessary it may be clarified during pre Bid meeting/from bank office. The number of branches/ offices may vary in numbers from state to state and between clusters. The composition of the clusters with details of states is given in the table below. The requirement of number of security guards would increase with the opening of new branches/ establishments/ offices. However, the quantity/numbers may be split among the Service Providers who qualify in the process and accept the counter offer at the rates accepted by L1 (lowest bidder). Indicative states are given in the following table :

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Clusters	States/U.T. allocated
North (NC) - A	J & K, Himachal Pradesh, Punjab, Chandigarh, Haryana, Delhi, Uttar Pradesh, Uttarakhand, Rajasthan
East (EC) - B	West Bengal, Odisha, Chhattisgarh, Bihar, Jharkhand, Sikkim
West (WC) - C	Maharashtra, Goa, Madhya Pradesh, Gujarat, Daman & Diu
South (SC) - D	A.P., Karnataka, Telangana, Tamil Nadu, Kerala, Andaman & Nicobar, Puducherry.
North East (NEC) - E	Assam, Meghalaya, Arunachal Pradesh, Manipur, Nagaland, Tripura, Mizoram

Note: The above mentioned clusters are only indicative & may be adhered to the extent practically possible. However, due to administrative & operational exigencies & various local factors, the Bank in its own interest may decide to adopt a suitable changed course of action in the best interest of the Bank, without assigning any reasons what so ever at the sole discretion of the bank.

IDBI Bank may however, for administrative exigencies, allocate an entire location/city/region/state/cluster to a bidder/Service Provider. In its larger interest, the bank may withdraw the security services of any of the shortlisted/selected security service providers(SSPs) in case of substandard services, non-renewal of necessary statutory compliance as prescribed in the statutory authorities, any other negative issues emerging from time to time. The Bank may re-allocate/change the location or increase/decrease the number of security guards/allocated branches/establishments/offices or the number of locations/sites/clusters, as per Bank's requirement and discretion from time to time, in the best interest of the Bank, without assigning any reasons what so ever at the sole discretion of the bank.

Each security service providers (SSPs) would be allowed to bid for maximum of 2 clusters and minimum 1 complete cluster.

The security service providers (SSPs) before biding would be required to assess, if necessary, after visiting/evaluating the locations/sites and fully understanding the necessary requirements of services. The security services would be for 3 years, subject to satisfactory performance reviewed at the end of every year.

8.3 All the bids must be physically submitted/ dropped personally and accompanied by a bid security as specified in the Bid Documents and must be dropped in the RFP (Request For Proposal)/ Tender drop box meant for the purpose only by duly authorized person carrying photo ID-Card of the SS Provider, on any working day of Bank before 6th May, 2016 by 4 p.m. at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai- 400 005., IDBI Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Decision of IDBI bank shall be

final, conclusive and binding on the bidders. Submission / dropping of bids by any other mode shall not be accepted.

8.4 Decision as to any arithmetical error manifest or otherwise in the bid documents shall be decided at the sole discretion of IDBI Bank and which shall be binding on the SS Provider.

8.5 IDBI Bank reserves the right to re-issue /re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.

8.6 The bidders must submit a Certificate of Undertaking on their letter head duly signed by the authorized signatory that all the terms & conditions of this RFP are acceptable to them.

8.7 IDBI Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.

8.8 IDBI Bank reserves the sole right for including any addendum / issuing corrigendum to this entire bid process. The bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid. At any time before the deadline for submission of bids / offers, IDBI Bank may, for any reason, whether at its own initiative or otherwise, modify this RFP / Bid Document. Modifications, if any, will be made available as addendum / corrigendum on the Internet / website and all such amendments shall be binding on all of them. If required, IDBI Bank reserves the right to extend the deadline for the submission of bids. However, no request from the bidder, shall be binding on IDBI Bank for the same.

8.9 Before bidding, the SS Providers are requested to carefully examine the bidding documents and the terms and conditions of the contract, and if there appears to be any ambiguity and/or discrepancy between any of the bidding documents they should forthwith refer the matter to IDBI Bank for necessary clarification and in any case the Bank's interpretation to any of the clauses shall be final, conclusive and binding. Queries/ Doubts in the RFP (Request for Proposal) document raised later after pre bid meeting, by any Bidder would not be acceptable.

8.10 Interested SS Providers may obtain any relevant information/clarification during prebid meeting.

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SECTION II

GENERAL INSTRUCTIONS TO THE SECURITY SERVICE PROVIDERS

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Table of Contents

1. Procedure for submission of Bids ……...15
2. Clarification of Bid document……..…..…...….....17
3. Language of Bids…….....17
4. Documents comprising the Bids …….....18
5. Bid prices…….....20
6. Firm prices…….....20
7. Bid security…….….21
8. Bid validity period ……..... 21
9. Formats and Signing of Bid……..... 21
10. Revelation of Quotes…….....22
11. Local conditions.……..22
12. Last date for receipt of Bids…….…….....22
13. Late Bids……..……..…...23
14. Withdrawal of Bids……..……23
15. Address for correspondence…….…….....23
16. Opening of Bids……..…...23
17. Clarifications……..……..……23
18. Preliminary examination …….....23
19. Contacting IDBI Bank……...24
20. Evaluation of Technical Bids ……...……24
21. Evaluation of Financial Bids.……...……24
22. IDBI Bank's right to accept any Bid and to reject any or all Bids……..…25
23. Acceptance of Bid …….....25
24. Signing of contract……...…...25
25. Performance Security/ Performance Bank Guarantee ….…….....25

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1. Procedure for submission of Bids:-

1.1 SS Provider should submit a summary of the service(s) rendered /implemented and cities/ locations where rendered, for various other clients. This information must be enclosed with the technical Bid. (As per Format given in Section V)

1.2 The Bid shall contain the full name, address, telephone number (mobile and landline), fax number and E-mail ID, of SS Provider for facilitating communications including notices to be given to the SS Provider in connection with the Bid transaction. Any communication from IDBI Bank Limited by any of the above modes of communication shall be treated as official communication and duly acted upon early by the respective SS Provider.

1.3 As mentioned in Section I, letters of having provided satisfactory Security Services from at least 3 major clients including any one public sector bank to be submitted relating to no default in services from the client, during the period ended 31st December 2015.

1.4 The SS Provider shall complete in all respects, form(s) annexed to the Bid documents**,** quote the rates, furnish the information called for therein, and (sign and endorse the date on each of the documents in the relevant space provided) therein for the purpose. The bid shall be properly signed by a person/ persons duly authorized by the SS Provider. In the case of incorporated Companies, the Bid shall be signed by a director(s)/ the duly authorized officers and supported by internal corporate authorizations with the Company seal. The SS Provider shall sign each page of the Bid documents.

1.5 The Bid form and the documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid documents attached thereto. Any alterations or changes, if any to the entries in the attached documents, may be made by a separate covering letter, in the absence of which it may be rejected. Any decision in this regard by IDBI Bank shall be final, conclusive, and binding on the SS Provider.

1.6 The SS Provider shall bear all costs for the preparation and submission of the Bid document even, if, later on the bid process is abandoned or commenced *de novo*. IDBI Bank shall not be responsible or liable for reimbursing/compensating any costs and expenses incurred by the bidder/SS provider, regardless of the conduct or outcome of the Bidding process including but not limited to abandonment of the bidding process.

1.7 The Bid documents are to be downloaded from the Internet/website **www.idbibank.com** or **www.idbi.com**, by the prospective bidder who would need to submit a DD/ Pay Order for Rs. 2000/- (Two Thousand Only) as cost of Bid Document favoring "IDBI Bank Limited" Payable at Mumbai along with the downloaded bid document. A**n undertaking should be given by the bidders that they have not modified any part of the RFP (Request for Proposal).**

1.8 The Bid shall be accompanied with Bid security as specified in Section I. Bids without the Bid Security shall be rejected forthwith.

1.9 The SS Provider, irrespective of his/her participation in the Bidding process, shall treat the details of the documents as secret and strictly confidential.

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1.10 IDBI Bank reserves the right to adjust arithmetical or other errors in the Bid, in the manner in which IDBI Bank considers appropriate or deem fit, in the larger interest of the Bank. Any adjustments so made by IDBI Bank shall be informed to the SS Provider, if IDBI Bank permits to accept this Bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of IDBI Bank and be binding on the SS Provider.

1.11 The SS Provider shall submit their offers strictly in accordance with the terms and conditions of the Bid document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid documents, shall be rejected forthwith. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

1.12 The bidder cannot quote for the bid in part.

1.13 The Committee constituted for the purpose of selection of the SS Provider would evaluate technical Bids to qualify the SS Providers and only those SS Providers who qualify may be required, if necessary, to make a detailed presentation to the RFP (Request For Proposal) committee, if need be, for further evaluation. The financial Bids of the finally qualified and short listed SS Providers would be opened in their presence or their authorized representatives wishing to be present. No intimation would be sent to the unsuccessful SS Providers.

1.14 Each Bid shall be properly super-scribed as "Technical" or "Financial" Bid as the case may be and be put in the master envelope as stated in section I at Para 8.1, and be submitted at the stated address.

1.15 IDBI Bank is not bound to accept the lowest of any Bid and has the right to reject any / all Bids without assigning any reason whatsoever. IDBI Bank also reserves the right to re-issue / re-commence/retender the Bid process. Any decision in this regard by IDBI Bank shall be final, conclusive, and binding on the SS Provider.

1.16 The Technical Bid shall contain no financial / commercial detail. All spaces and answers need to be filled as provided against each item in factor matrix of the technical Bid. Offers with Technical Bid containing prices shall be rejected outright. Any decision in this regard by IDBI Bank shall be final, conclusive, and binding on the SS Provider.

1.17 The SS Provider is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document process or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the SS Provider's risk and may result in the rejection of the Bid by IDBI Bank. Any decision in this regard by IDBI Bank shall be final, conclusive, and binding on the SS Provider.

1.18 The SS Provider shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the locations of branches are indicative (as displayed on the bank's website) as it is intended to give the SS Provider a general idea about the scale and magnitude of the work and is not in any way exhaustive and guaranteed by IDBI Bank.

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2. Clarification of Bid document:-

For the purpose of providing clarifications solutions to RFP, a pre bid meeting has been fixed at 15:00 hrs on 27-04-2016. SSPs seeking clarification should raise their queries in the above meeting and get their queries clarified.
No clarification, whatsoever, shall be furnished by the Bank thereafter.

3. Language of Bids :-

The Bid prepared by the SS Provider, as well as all correspondence and documents relating to the Bid exchanged by the SS Provider and IDBI Bank with supporting documents and printed literature shall be **in English** only.

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4. Documents comprising the Bids:-

4.1 The Bid prepared by the SS Provider shall comprise the following components:

The Technical bid should comprise the following:

	Technical Bid Checklist
1	Cover letter for Technical Bid
2	Organization Profile
3	FACTOR MATRIX – TECHNICAL BID CRITERIA (PART – 1)- GENERAL
4	FACTOR MATRIX – TECHNICAL BID CRITERIA (PART – 2)- COMPLAINCE STATUS
5	FACTOR MATRIX – TECHNICAL BID CRITERIA (PART – 3)- ADDITIONAL DATA
6	SS Provider's Client details

4.2 The Financial Bid should comprise the following:

	Financial Bid Checklist
1	Cover letter for Financial Bid
2	Financial Bid as per format (refer Section V)

(Submit all Documents with signed by authorized person/ Director)

**** No queries after the date of the pre-bid meeting shall be entertained.**

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4.3 General Information:

1	Bank Details (refer Section V)
2	Bid security in the form of Pay order/DD-
3	Requisite Power of Attorney/Board Resolution/Authority Letter authenticating/authorizing the signatories of the Bid Document
4	Undertaking from the bidder that they have not modified any part of the RFP (Request For Proposal) downloaded bid document from the website (Whether Modified/ Not Modified).

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5. Bid prices:

5.1 The SS Provider shall indicate the percentage of monthly charges for the service(s) it proposes to provide under the Contract.

5.2 In case of any discrepancy, the percentage mentioned in words will be treated as correct and will be relied upon.

5.3 The rates quoted must be all inclusive. Service tax, if applicable, will be paid extra. Other applicable taxes if any, would be deducted at source, as per prevailing rates / rules.

5.4 SS Provider shall provide the required service(s) strictly in accordance with the requirements under the Scope of Work of the Bid document and it shall be the responsibility of the SS Provider to fully meet all the requirements of the Bid document.

5.5 In the absence of above information a Bid may be considered incomplete and be summarily rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

6. Firm prices

Rates quoted must be firm and final (with no re-openers) and shall not be subject to any upward modifications, on any account whatsoever. The Bid rates shall be indicated as Service Charges stated in percentage of the total net charges per month on the billing payable by IDBI Bank to the SS Provider. **(**A Bid submitted with an adjustable percentage quote will be treated as non-responsive and shall be rejected forthwith). Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

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7. Bid security

7.1 The SS Provider shall furnish, as part of its Bid, a Bid security of the amount mentioned in Section I.

7.2 Bid security amount of unsuccessful SS Providers will be returned within a period of 60 (sixty) days from the last day of the completion of the entire RFP (Request for Proposal) process.

7.3 The successful SS Provider's Bid security amount less the deductions if any will be returned within 1 month of the completion of the contract period.

7.4 The Bid security amount shall be forfeited: (i) If a SS Provider withdraws his Bid during the Bid validity period; or (ii) If a SS Provider makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses any material information/facts; or (iii) If the successful SS Provider fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner as prescribed by the Bank to the entire satisfaction of IDBI Bank, as mentioned in the Bid document. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

8. Bid validity period

8.1 Prospective bidders may only submit the bids if the bids are valid for at least 90 (ninety) days from the last date of submission of bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

8.2 In exceptional circumstances, IDBI Bank may solicit the SS Provider's consent to an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by Fax). The validity of Bid security provided shall also be suitably extended. A SS Provider may refuse the request without forfeiting its Bid security. A SS Provider granting the request will not be permitted to modify its Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider. The Bank may extend the Bid validity beyond 90 days with the consent of the bidder.

9. Formats and Signing of Bid

9.1 The copy of the Bid should be complete document and should be bound as a volume. It shall be typed / printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The Bid shall be properly signed by the SS Provider or a person or persons duly authorized to bind the SS Provider to the Contract.

9.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the SS Provider, in which case such corrections shall be initialed by the person or persons signing the Bid.

9.3 Each page should be stamped and signed by authorized signatory. The SS Provider shall seal the Bid document envelope properly. If the outer cover of the Bid is not sealed and marked, IDBI Bank will assume no responsibility for the misplacement of the Bids or premature opening.

9.4 Any deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

9.5 The SS Provider shall sign its Bid with the exact name of the firm to whom the contract is to be issued. The Bid shall be properly signed and sealed by duly authorized officer of the SS Provider's organization. No working tie-up with other local/ regional security agencies for the purpose of execution of the contract shall be acceptable to IDBI Bank. The contract in the

complete jurisdiction of the area's awarded under the contract to a particular SS Provider shall have to be performed by that Security Service Provider only. No subletting of the contract shall be permissible under any circumstances.

9.6 The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the SS Provider shall be annexed to the Bid. IDBI Bank may reject outright any Bid not supported by adequate proof of the signatory's authority to sign. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

10. Revelation of quotes

Rates in any form or for any reason should not be revealed before opening the Bid, failing which the offer shall be liable to be rejected. If change is envisaged in quotes, if any, revised Bid with a downward discount before opening of the bid in a separate sealed cover may be submitted before last date of submission of the Bid.

11. Local conditions

11.1 It will be imperative on each SS Provider to fully acquaint himself with the local environment and prevailing conditions and other factors including local legal framework, which would have effect on the performance of the contract and / or the cost and or execution of the contract as described in the Bidding documents. IDBI Bank shall not entertain any request for clarification from the SS Provider regarding such local conditions.

11.2 It is the responsibility of the SS Provider that such factors have properly been investigated and considered before submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding documents will be entertained by IDBI Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by IDBI Bank on account of failure of the SS Provider to appraise themselves of local laws / conditions.

12. Last date for receipt of Bids

12.1 Bids will be received by IDBI Bank as per the date /time & at the address specified under Section I. No request for extension of last date of submission would be entertained.

12.2 In the event of the specified date for the receipt of Bids being declared a holiday for IDBI Bank, the Bids will be received up to the appointed time on the succeeding working day.

13. Late Bids

Any Bid received by IDBI Bank after the last date and time for receipt of Bids prescribed by the IDBI Bank, will be rejected forthwith and / or returned unopened to the SS Provider. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

14. Withdrawal of Bids

14.1 The SS Provider may modify or withdraw its Bids after the Bid's submission, provided that written notice of the modification or withdrawal is received by the IDBI Bank prior to the last date prescribed for submission of Bid.

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14.2 The SS Provider should submit its modified Bid in whole as a replacement of its previous Bid.

14.3 The SS Provider's modification or withdrawal notice shall be prepared, sealed, marked and dispatched strictly in accordance with the provisions of this document.

14.4 No Bid may be modified subsequent to the last date for receipts of Bid.

14.5 No Bid may be withdrawn in the interval between the last date for receipts of Bids and the expiry of the Bid validity period specified by the SS Provider in the Bid. Withdrawal of a Bid during this interval may result in the SS Provider's forfeiture of Bid security furnished by the SS Provider.

15 Address for correspondence

The SS Provider shall designate the official mailing address, place and Fax number to which all correspondence shall be sent by IDBI Bank.

16 Opening of Bids

16.1 On the basis of information furnished in the Technical Bid, SS Providers will be qualified for Technical Bid evaluation. The Bids of SS Providers, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed Financial Bids of such SS Providers will be returned unopened forthwith.

16.2 Bids of only technically qualified SS Providers will be taken up for further evaluation.

16.3 IDBI Bank will open the Bids, in the presence of the representatives of the SS Providers who choose to attend, at the designated time, date and place.

16.4 The SS Provider's names, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as IDBI Bank, at its discretion, may consider appropriate or deem fit will be announced at the Bid opening.

17 Clarifications

When deemed necessary, IDBI Bank may seek clarifications on any aspect from the SS Provider. However, that would not entitle the SS Provider to change or cause any change in the substance of the Bid submitted or price quoted.

18 Preliminary examination

18.1 IDBI Bank will examine the Bids to determine whether they are complete, whether any computational / arithmetical errors have been made, whether required Bid Security has been furnished, whether the documents have been properly signed and supporting documents annexed thereto, and whether the Bids are generally in order.

18.2 If there is a discrepancy between words and figures, the amount in words will prevail.

18.3 A Bid determined as not substantially responsive will be rejected by IDBI Bank and may not subsequently be made responsive by the SS Provider by correction of the nonconformity. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

18.4 IDBI may waive any minor defect or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any SS Provider.

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19 Contacting IDBI Bank

19.1 No SS Provider or their representatives shall not contact/seek an appointment for meeting with any IDBI Bank/ other official, on any matter relating to its Bid, from the time of the Bid opening to the time the contract/ Bid is awarded.

19.2 Any effort by a SS Provider to influence the Bid evaluation, Bid comparison or contract / Bid award decisions may result in forthwith rejection of the SS Provider's Bid, and forfeiture of the bid security.

19.3 IDBI reserves the right to modify the evaluation process in the larger interest of the Bank, at any time during the Bid process or later, without assigning any reason whatsoever, and without any requirement of intimating the SS Providers of any such change. Any such modification shall be applicable uniformly across all the bidders primarily in the overall larger interest of the bank.

20 Evaluation of Technical Bids

The Technical Bid will be evaluated as per the criteria stated in the Factor Matrix enclosed in Section V of the Bid document.

21 Evaluation of Financial Bids

21.1 Financial Bids of the SS Providers, who are technically qualified, shall be opened. IDBI Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept or reject any Bid, wholly or in part.

21.2 **Following points would be considered at the time of evaluation of the financial Bid submitted by a SS Provider.**

21.2.1 SS Provider has to ensure that no columns and spaces are left blank; the replies for every item have to be stated.

21.2.2 In case of a tie between bidders, if any the bidder having a higher annual turnover figure or as decided by the Bank, shall be considered as a lower ranked bidder (towards L1).

21A. IDBI reserves the right to modify the evaluation process in the larger interest of the Bank, at any time during the Bid process or later, without assigning any reason whatsoever, and without any requirement of intimating the SS Providers of any such change. Any such modification shall be applicable uniformly across all the bidders primarily in the overall larger interest of the bank.

22 IDBI Bank's right to accept any Bid and to reject any or all Bids

22.1 IDBI Bank reserves the right to accept any Bid, and to annul the Bid process and reject all Bids at any time prior to award of contract/Bid, without thereby incurring any liability to the affected SS Provider(s) or any obligation to inform the affected SS Provider(s) of the grounds for the IDBI Bank's action.

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22.2 IDBI Bank reserves the rights of awarding contract/splitting of work to one or more than one of the SS Providers. Any decision in this regard, in the larger interest of the organization, by IDBI Bank shall be final, conclusive and binding on the SS Provider.

22.3 In the event of any two or more SS Providers offering lowest identical financial Bids, decision with regard to determining the lowest bidder may be based on any of the said SS Providers revising their financial Bids downwards/ or procedure as decided / specified by the Bank.

23 Acceptance of Bid

Prior to the expiration of the period of Bid validity, IDBI Bank will notify the successful SS Provider in writing, about the counter offer / acceptance of the Bid, if any.

24 Signing of contract

24.1 After IDBI Bank notifies the successful SS Provider that its Bid has been accepted, the SS Provider should sign the contract/ Service Agreement (as given in Section III).

24.2 The successful SS Provider shall sign the Service Agreement within 15days of receipt of notification of award of contract/work in writing.

25 Performance Security/ Performance Bank Guarantee

25.1 Within 15 days of the receipt of acceptance by IDBI Bank, the successful SS Provider shall furnish a Performance guarantee/ Security of at least Rs 50 Lakhs or an appropriate amount as decided by IDBI Bank Limited. The performance guarantee shall be in the form of instrument / document as decided by IDBI Bank and would be communicated to the successful bidders.

25.2 The Performance guarantee/ Security shall be denominated in Indian Rupees and may be in one of the following forms:

i. A bank guarantee issued by a Indian scheduled commercial bank or
ii. Fixed deposit in the name of SSP with IDBI Bank under Lien.

25.3 The proceeds of the Performance Guarantee Deposit shall be payable to IDBI Bank as compensation for any loss or damage resulting from the failure of SS Provider(s) to complete its obligations under and in accordance with the contract/ Service Agreement or monthly/ quarterly deductions on account of penalties imposed by IDBI Bank, against substandard/ poor services/absence of the security staff and other similar short comings in daily performance as listed out in the service agreement.

25.4 The Performance Bank Guarantee should be valid till 4(four) months beyond the end of 'Service(s) Contract period'.It shall be renewed within two (2) weeks of its expiry, if required. In the case if the performance Bank guarantee amount reduces from the initial deposit, due to penal deductions etc. it shall be made up/ brought back to the initial amount deposited with in two (2) weeks of such penal deduction being affected.

25.5 Failure of the successful SS Provider to comply with the requirement of the terms and conditions of the Performance Guarantee/ Performance Security shall constitute sufficient grounds for the annulment of the contract and forfeiture of the Bid Security, in which event the IDBI Bank may award the contract to the other evaluated successful SS Provider or may call for new bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the SS Provider.

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25.6 The Performance guarantee Security will be discharged by IDBI Bank and returned to the SS Provider after 4(four) months from the date of successful completion of the contract.

25.7 The amount of the performance guarantee as specified by IDBI Bank Ltd. shall always be maintained at that specified amount only. It would to Rs 50 Lakhs value or as decided by the Bank. Any shortage/ decrease in amount by way of penalties/ penal deduction by IDBI Bank shall be made up & compensated by respective SS Provider within two weeks of occurrence of such decrease in total amount, failing which the service contract would be terminated accordingly.

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SECTION III

GENERAL TERMS & CONDITIONS (SERVICE AGREEMENT-To be signed between IDBI Bank & the successful Bidder)

1. Terms & Conditions

1.1 The contract is for providing security services and not for supply of General Contract Labour. The security personnel employed by the SS Provider for providing the services shall be its employees/ staff and not of the Bank, in any way whatsoever. There shall be no employer-employee relationship under any circumstances what so ever.

1.2 The Service contract may be for 1year at a time and for a period of three years. However Bank may take a call at that appropriate time for further continuation of the contractual Services,

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depending on the requirement of the Bank. The Contract may be terminated prematurely or period extended or reduced, at any time, at the sole discretion of the Bank, without assigning any reasons, whatsoever or on expiry of the period of validity of any statutory compliance of a Security Service Provider.

1.3 The contract for work, if awarded consequent to, the **final Selection/ shortlisting if any**, may continue on observation of satisfactory performance and other aspects/considerations, as determined by the Bank, at its sole discretion. The contract shall come to an end by natural efflux of time without any further notice to be given by the Bank to the service provider, whatsoever, as mentioned in the agreement, unless terminated earlier. Security Service Providers/ bidders may take note of it before bidding.

1.4 The SS Provider shall provide the security services as given in '**Scope of Work'** to the satisfaction of the Bank and the performance of the SS Provider shall be reviewed on bi-monthly basis, and in case the services are not found to be satisfactory the contract shall be terminated even before the expiry of contract period by giving one month written notice. However, the contract is liable for immediate termination, without any compensation, on violation of any of the provisions, by the SS Provider. The Bank may also terminate the contract in the instance of insolvency or bankruptcy of the SS Provider or change of ownership of the business of the SS Provider. The Bank shall not pay any compensation for early termination, under any circumstances.

1.5 The SS Provider shall permit the Bank to hold or deduct the amount from bill/security deposit/performance guarantee, for non-performance or part performance/substandard performance or failure to discharge obligations under this contract. The same shall be incorporated in the agreement.

1.6 **Performance Guarantee:** The **Successful Bidder** will have to deposit a Performance Guarantee of an amount of Rs 50 Lakhs or as decided by the Bank. The successful Bidder (SS Provider) shall always maintain the performance guarantee deposit at Rs 50 lakhs (Fifty Lakhs) at all times. In case of short fall at anytime it shall be made up within two (2) weeks from the date of such short fall occurring. In case it is not maintained as specified above, it may lead to termination of the contract.

1.7 The Bank shall be entitled to adjust the dues or Performance guarantee deposit towards loss or damage caused by the SS Provider or its staff in case of any theft, breakage, pilferage of any items, fixtures, fittings, equipment etc. or against any other liability of the SS Provider.

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1.8 In the event, any damage is caused to the movable or immovable property of the Bank or to the property of employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the SS Provider or from the amount payable to the SS Provider by the Bank and the remaining amount, if any, by the way of civil damages.

1.9 The SS Provider shall obtain at his/its own cost, any license or permission of any sort whatsoever (viz. labour license from Assistant Labour Commissioner and register with Employees' State Insurance Corporation and Office of the Regional Provident Fund Commissioner, etc) that may be required under various Acts of the Central/State Government Authorities ,for carrying out the said activity in the premises of the Bank and such Registrations and License for engagement of contract workers for such purpose.

1.10 The SS Provider 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 compliance, non-compliance or implementation or non-implementation. The SS Provider will furnish proof of compliance of all Labour Laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 30 days from the due date, and furnish calculations and proof of payments/ challans, made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, etc. within 30 days of the statutory time limit allowed under the respective Acts and all other statutory rules as amended from time to time.

1.11 The SS Provider shall indemnify the Bank from all liabilities arising out of any payment made by the Bank to Government (Central/State, Semi-Government), statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of his employees or in respect of any claims made by the SS Provider's employees against the Bank.

1.12 The SS Provider shall also be responsible for maintenance of proper records as required under the provisions of various Labour Laws / Statutory Acts applicable to the SS Provider and its employees such as attendance register, overtime register, advance register, register of deductions for damage & loss, register of fines, accident register etc. and produce them for inspection as and when demanded by the Bank or any appropriate Labour authorities.

1.13 The SS Provider shall make the payment to personnel engaged by it as per minimum wages notified by the Office of the Regional/ central Labour Commissioner from time to time. The SS Provider shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESIC, contribution to provident fund as applicable are being paid to its personnel as required under various Statutory Acts notified by the Government from time to time.

1.14 The SS Provider shall submit the list of its personnel to be deployed at the respective Bank locations, along with their personal details like name, age, date of birth, permanent address, photograph etc for approval. Deployment of any fresh staff in replacement should be only with the prior permission of the Bank. The Bank has the right to advise the SS Provider to replace any of the personnel engaged by him who are found unsuitable; the SS Provider shall immediately replace such personnel. The SS Provider shall provide proper laminated, identity cards to all its personnel.

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1.15 The SS Provider shall not employ any person who is prohibited by law from being employed. The personnel deployed by the SS Provider should not suffer from any physical defects, which are likely to interfere with the efficient discharge of their duties. They should also possess good physique & should not be suffering from any contagious/major diseases.

1.16 The age of the security personnel to be deployed should not be less than 20 (twenty) years and should be of a reasonable age profile suitable for efficient discharge of Security guard duties.

1.17 The SS Provider shall ensure that none of his personnel report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.

1.18 In the event of security personnel not reporting for duty, alternate arrangements/ replacement shall be made by the SS Provider, immediately, without jeopardizing the security of the Branch/establishment.

1.19 An authorized representative of the SS Provider shall ensure his/her presence at short notice when required by the Bank.

1.20 During surprise checks by any authorized officer of the Bank, if a particular guard is found negligent/sleeping/drunk on duty, the SS Provider will have to withdraw the guard from the Bank, forthwith and suitable penalty will be imposed by the Bank as stated in the respective contract Agreement which may even entail cancellation/termination of contract for the rest of the period, in the case of repeated violations / incidents. The SS Provider shall take necessary safety measures and SS Provider is solely responsible for the safety of personnel engaged by it. The SS Provider shall provide appropriate shoes & socks, summer/winter uniform, lathi, whistle, umbrella, rain coat, torch etc. to all its personnel.

1.21 The Security Section of the Bank shall provide handheld metal detectors(HHMD), doorframe metal detectors (DFMD), X-ray Machines, access control devices, under vehicle search mirror, search light required for security services, and other security & fire safety devices where required and instructed by the Bank.

1.22 The Bank shall not be responsible for any accident/injury or loss of life of any of the persons engaged by the SS Provider that may take place while performing/ executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the SS Provider. At its cost, the SS Provider shall obtain appropriate/ adequate fidelity insurance policy to its personnel towards meeting the liability of compensation arising out of death, injury, disablement, etc. while at work (documentary evidence to be submitted within one month), in case necessary remittances are not being made by the SS Provider to ESIC for each security guard.

1.23 The SS Provider shall abide by all the rules and regulations laid down by the Bank authorities from time to time. The SS Provider or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.

1.24 The SS Provider shall be responsible for all acts done by personnel engaged by it and for maintenance of proper discipline by his personnel at the premises of the Bank. Any act of indiscipline/misconduct/theft/pilferage on the part of any personnel engaged by the SS Provider resulting in any loss to the Bank, in kind or cash will be viewed seriously and the Bank shall have the right to levy damages or fine from the SS Provider and even terminate the contract forthwith.

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1.25 In the event, any damage is caused to the movable or immovable property of the Bank or to the property of employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the SS Provider or from the amount payable to the SS Provider or from the Performance Guarantee by the Bank and the remaining amount, if any, by the way of civil damages.

1.26 The personnel engaged by the SS Provider shall not have any employee-employer or master-servant relationship with the Bank and they shall not have any claim whatsoever for employment in the Bank, now or at a future date.

1.27 The SS Provider shall remove his personnel peacefully on expiry of contract or on termination of the contract without causing any obstruction to the new service provider.

1.28 The SS Provider shall not sub-contract the works unless permitted specifically by the Bank in writing.

1.29 The SS Provider shall submit the bills within the first three days of every month along with proof of all monthly statutory remittances viz. EPF, ESIC, Service Tax and other statutory payments, a copy of wage register for the previous month. The Bank shall pay charges on monthly basis upon submission of bills by the SS Provider and certified by the concerned official to the effect that the security services have been carried out as per the contract. Applicable TDS will be deducted while making the payment.

1.30 All deployments of security guards/ contract for security services at all places shall initially be on a TRIAL basis for 3 months, during which period all dues for services provided shall be cleared by the Bank, but further continuation of the contract, shall be possible only, at the sole discretion of the Bank, on evaluation of their quality of services and certain other factors. The original copy of agreement shall always remain in possession of the Bank.

1.31 The SS Provider shall execute the service level agreement related to this contract on stamp paper as per Performa prescribed by Bank within 15 days from the date of issue of work order/intimation for services. The SS Provider shall bear all costs and expenses and stamp duty in respect of all agreements and litigation related to this contract that may be entered into with the Bank.

1.32 Based on the type and quantum of response to the RFP (Request For Proposal) after RFP opening and other factors/aspects, the Bank/Committee, may if required, additionally decide whether to follow the system of identifying the lowest bidders (L1)/ or more than one bidders/ splitting of Quantities of work as per CVC guidelines/ notifications, or follow the system of fixed rates as specified by Statutory Minimum Wages Act or current market rates or follow a combination of both, since situations & conditions keep varying from state to state or different areas, since efficient & sound security arrangements cannot be compromised, under any circumstances ,whatsoever.

1.33 The finally selected Security Service Providers /bidders shall have no right whatsoever, to define the quantity and volume of business to be necessarily given to them by the Bank by way of deployment of security guards at various sites of IDBI Bank. It shall be done at the sole discretion and decision of the Bank, unconditionally however endeavour may be made to allot work inconsonance with the capacity of handling the work by each SS Provider, in the larger interest of the bank. The Bank may verify credentials/ soundness/ quality of services, of any SS Provider independently.

1.34 Mere filling the Bid Document Form does not automatically qualify the Security Service Provider for being selected/allotment of work. Bank has the right to reject any or all Bid Documents later also without assigning any reason thereof.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

1.35 The security personnel are expected to get deployed in a phased manner at the earliest after obtaining all statutory compliances and licenses etc. The SS Provider shall provide weekly offs/holidays to its personnel as per statutory laws/ labour laws, but it will be the responsibility of the SS Provider to provide replacements and ensure uninterrupted security services on all days and on 24x7 basis.

1.36 While selecting the Security Service Providers, emphasis will be given on the ability and competence in rendering good quality services and ability to promptly provide replacement of absent/deficient guards. There shall be penalty clauses/penal deductions against the SS Provider, in the Agreement, for security services, in case of substandard & poor quality of services or absenteeism of security staff of the respective SS Provider.

1.37 The Bidders/ Service Provider's who meet all eligibility criteria & terms and conditions in all respects and are confident of providing good quality of services, should submit their RFP(Request For Proposal).

1.38 The number of security guards indicated above is provisional and the numbers may be increased or decreased, at the sole discretion of the Bank and they may be relocated/reallocated as per the requirements, at the discretion of the Bank.

1.39 The armed guards may require to man anti-fire attack sandbag bunkers outside the premises, as part of anti-terror precautions at High-threat/risk locations.

1.40 In case of substandard or unsatisfactory Security Services being provided by the selected SS Provider ,the bank at any time at its sole discretion and in the larger interest of efficient Security Services being sensitive in nature, may Terminate or reallocate or relocate in part or the complete Security Arrangement, at any of the branches/ locations/ clusters ,of any Security Service Provider ,in the same cluster or if necessary may also reallocate the work in other clusters also, without assigning any reason, whatsoever .

2 Additional Terms and Conditions

2.1 **Term of Agreement will** be for 3 (three) years and would be reviewed at the end of every year and may be continued further with the consent of both parties and based on the performance and other factors for a further period as per the requirement of the Bank. The SS Provider would undertake to engage, employ and provide the requisite number of trained ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In case ex-Servicemen are not available, other personnel can be engaged for the purpose by the SS Provider, and the SS Provider must ensure that the persons are of highest standards of integrity, discipline and capability. At least 10% of the security personnel including all Supervisors may be ex-servicemen.

2.2 The entire responsibility for taking security measures of the said building / premises is that of the SS Provider and the IDBI Bank Ltd will not be liable to pay anything for loss of material or manpower during the period of the contract. The SS Provider will be responsible for any loss of property etc, for negligence of persons employed by it, including but not limited to civil and criminal liability arising from the acts of its personnel.

2.3 IDBI Bank Ltd on its part shall not be liable to pay any charges, dues, compensation under any of the industrial laws or other laws applicable to the security personnel which shall be the sole responsibility of the SS Provider and the SS Provider alone shall be the employer of such personnel.

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2.4 **Terms of Payment:** IDBI Bank Ltd shall pay the agreed amount to the SS Provider on monthly basis after completion of the month. In case the work is found unsatisfactory 30% payment may be withheld and if it is decided to continue with the SS Provider after the SS Provider agrees to suitably enhance its standards to the desired level, the withheld amount may be released subsequently on satisfactory performance for a continuous period of 3 months. The SS Provider may be asked to submit a certificate in the prescribed format in each month along with its monthly claim/bill, certifying therein that they/ SS Provider have paid to their employees' wages for the previous month as per latest Govt. laws/regulations and remitted the ESIC & EPF and other statutory remittances/ contribution accordingly.

2.5 **Decisions relating to the contract:** The decision of IDBI Bank Ltd in all respect of the contract shall be final and binding on both the parties.

2.6 **Fitness of Staff**

2.6.1 The SS Provider will also ensure that all the workers are free from any infectious disease before deployment for work. The security personnel must also be professional in the field of security.

2.6.2 The antecedents of the security personnel will be got verified from police by the SS Provider before deployment for work at the SS Provider's own cost. IDBI Bank Ltd reserves the right to do any verification (including police verification) at the respective SS Provider's Cost, independently and the SS Provider shall provide full co-operation, if IDBI Bank Ltd chooses to conduct such independent verification.

3 **Duties:** The SS Provider shall provide complete continuous security measures throughout the 24 hours by changing personnel in rotation or replacement.

3.1 **Other requirements:**

3.1.1 Insurance and accident risks of the security personnel will be responsibility of the SS Provider.

3.1.2 The SS Provider will ensure that proper License / permission from the concerned authorities, wherever applicable have been obtained.

3.1.3 The SS Provider will ensure that all its security personnel/supervisors, must have First Aid training, Fire safety training and adequate security duty training & firing of arms training ,before deployment for work. Documents and record of the same may be asked for by the Bank periodically, for verification, which the SS Provider shall provide promptly.

3.2 The contract can be terminated prematurely, by giving at least one-month prior notice in writing. IDBI Bank may terminate the contract without assigning any reasons and giving one month prior notice in writing.

3.3 The SS Provider shall maintain all information obtained by it and/or provided by IDBI Bank during the actual security work as strictly confidential.

3.4 Any dispute arising out of or in relation to the agreement may be referred to a Sole Arbitrator to be appointed by IDBI Bank Ltd and if the Arbitration is not satisfactory, only then remedy may be sought under the Arbitration and Conciliation ACT 1996 or any statutory modification or re-enactment thereof.

3.5 The Security Service Provider shall maintain records of security activities and relevant inward/.outward movements of goods and personnel and make it available for inspection to IDBI Bank Ltd/statutory authorities/regulatory agencies.

3.6 The SS Provider should be an incorporated entity and an ISO certified SS Provider by a reputed organization.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (Agreement) made at [•] on [•] day of [•]

BETWEEN

IDBI Bank Ltd., a Company within the meaning of Companies Act, 2013 and also a banking company under section 5(c) of the Banking Regulation Act, 1949 having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as "**IDBI Bank**") (which expression shall unless repugnant to the subject, meaning or context thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

M/s. [•], hereinafter referred to as the "**Contractor / SS Provider**" (which expression shall unless repugnant to the subject, meaning or context thereof be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Each of the parties mentioned above are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS IDBI Bank is desirous of, inter alia, obtaining the Security Services for its banking business and operations as per the specification and scope detailed therein,

AND WHEREAS IDBI Bank being desirous of obtaining Security Services, floated request for proposal (**RFP**) inviting bids from the eligible Security Services Providers (**SS Provider**) and the Contractor / SS Provider, presently engaged in the business of providing Security Services, participated in the bidding process and was declared as a successful SS Provider.

AND WHEREAS the Contractor / SS Provider has represented to IDBI Bank that it has necessary and requisite experience and expertise to offer the aforesaid Security Services.

AND WHEREAS the Contractor / SS Provider has also represented that in terms of its constitutional documents i.e. memorandum and articles of association, the Contractor / SS Provider has the power to provide the above referred Security Services;

AND WHEREAS the Contractor / SS Provider has offered to provide to IDBI Bank the Security Services as desired by IDBI Bank for the purposes of its business and operations;

AND WHEREAS the Parties are desirous of recording the terms relating to the above arrangement and understanding and hence these presents for recording the aforesaid.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which, are hereby expressly acknowledged by the Parties, the Parties hereto hereby agree as follows-

1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out below:

"**Agreement**" means this agreement and all documents attached hereto.

"**Applicable Laws**" means, with respect to any Person, all laws, statutes, treaties, rules, regulations, determinations, orders, notifications, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other governmental authority, and all governmental authorisations binding upon or applicable to such Person or to any of its properties or assets.

"**Applicable Permits" or "Permits"** means any waiver, exemption, building, variance, franchise, permit, authorization, approval, license or similar order of or from any central or state, provincial, municipal, regional, environmental or other governmental entity, instrumentality, agency, authority, court or other body having jurisdiction over all or any part of the Security Services to be performed pursuant to the terms of this Agreement.

"**Confidential Information**" means, (i) all proprietary or internal information related to the current, future and proposed security; plans and strategies, and other relevant information related to the security in the premises / establishments of IDBI Bank including but not limited to deployment of security personnel, location of cameras, and other electronic security and surveillance gadgets, installed / to be installed and the names of the service providers / maintenance contractors and nature of services provided by such service providers / maintenance contractors and their personnel deployed for installation, maintenance and up-keep of electronic security surveillance / gadgets.; (ii) information disclosed pursuant to this Agreement or otherwise and (iii) all such other information which by its nature or the circumstances of its disclosure is confidential.

"Fees" means, the amount payable by IDBI Bank as detailed in **Annexure C**.

"**Good Industry Practice**" means the exercise of degree of skill, diligence and prudence which is expected from a highly skilled, experienced and internationally recognized and reputed Service Provider engaged in the same type of undertaking engaged in the activity of providing Security Services as Service Provider under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

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"**Party**" or "**Parties**" means and include IDBI Bank and Service Provider, individually or collectively, as the context may so require.

"**Person**" means any natural person, firm, corporation, Company, voluntary association (incorporated or otherwise), partnership, joint venture, trust, limited organization, unlimited organization, or other entity.

"**Security Services**" / "**Scope of Services**" means the Security Services to be performed or rendered by the Contractor / SS Provider, in relation to the banking business and operations of IDBI Bank and matters related to or incidental to the foregoing as described in clause 2 (Scope of Security Services) and **Annexure A**, and any alterations thereof.

"Term" shall have the meaning ascribed to it in Clause.

1.2 **Interpretation**

In construing this Agreement:

1.2.1 Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

1.2.2 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa;

1.2.3 Clause, headings are for reference only and shall not affect the construction or interpretation of this Agreement;

1.2.4 References to Recitals, Clauses, Exhibits, Annexures and Schedules are references to Recitals, Clauses, Exhibits, Annexures and Schedules of and to this Agreement;

1.2.5 Wherever the context so demands the references to a Party to this Agreement includes references to its successors or assigns (immediate or otherwise if so provided in the description of the Parties) of that Party and reference to agreements shall include reference to all the amendments thereto by whatever manner;

1.2.6 Reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time, and any rule or regulation promulgated there under; and

1.2.7 The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.

2. SCOPE OF SERVICE

The Contractor/ SS Provider at all times shall ensure and render Security Services as following:

2.1 The personnel deputed at the work premises / establishments shall possess necessary physical fitness and skills; knowledge, expertise and experience to satisfy the requirements of the security work involved, and are punctual and disciplined in all manners.

2.2 The deployment of security personnel, round the clock and per shift/ point will be decided as per the requirements of IDBI Bank from time to time. The Contractor / SS Provider shall ensure that at all times sufficient number of personnel are available for duty in IDBI Bank's premises / establishments.

2.3 The person deputed should not suffer from any infectious disease and should be able-bodied person and medically fit for rendering Security Services.

2.4 The Contractor / SS Provider shall ensure uninterrupted and smooth replacement of personnel as per shifts and as per requirements of IDBI Bank and shall make adequate provision of reliever.

2.5 All personnel while on duty carry identity card provided by the Contractor / SS Provider.

2.6 Compliance of all the Applicable Laws, Rules and Regulations. The Contractor / SS Provider shall comply with the provisions of all Labour Laws, which are applicable to the Contractor / SS Provider or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.

2.7 All deployments of security guards/ contract for security services at all places shall initially be on a TRIAL basis for 3 months, during which period all dues for services provided shall be cleared by the Bank, but further continuation of the contract, shall be possible only, at the sole discretion of the Bank, on evaluation of their quality of services and certain other factors. The original copy of agreement shall always remain in possession of the Bank.

2.8 Obtaining of permission or license from Competent Authorities, if and where applicable.

2.9 Implementation of various functions listed under the title 'Scope of Security Services' as enumerated in Annexure 'A' with proper supervision.

2.10 Peaceful removal of personnel on expiry of contract with IDBI Bank or on termination of the Agreement and handing over the charge.

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2.11 The Contractor / SS Provider agrees and undertakes to appoint uniformed and trained personnel at all times for the period specified in the Agreement.

2.12 None of the personnel deputed by the Contractor / SS Provider report for duty in drunken state or consume drugs prohibited substances, smoke, etc., while on duty.

2.13 Personnel deputed by the Contractor / SS Provider are courteous towards staff and officers of IDBI Bank, its customers, visitors and guests at all times.

2.14 The Contractor / SS Provider shall keep IDBI Bank informed immediately and not later than two hours about the local incidents / important issues which may affect the functioning of IDBI Bank.

2.15 The Contractor / SS Provider shall ensure that if any notice issued by any statutory / governmental / judicial body is served upon any premises / establishments of IDBI Bank, then they shall immediately intimate IDBI Bank.

2.16 The personnel appointed by the Contractor / SS Provider shall keep close watch over the premises / establishments and other property, against attempts of arson or accidental fire and take suitable action in case of emergency. The personnel should be fully conversant with the use of firefighting equipment.

2.17 The Contractor / SS Provider shall provide and render Security Services, at all times, as per the Good Industry Practice and abide by the Applicable Laws.

2.18 The Contractor / SS Provider shall maintain utmost confidentiality of the Confidential Information.

2.19 The SS Provider shall observe and perform all such additional duties that may be made from time to time by IDBI Bank in its sole discretion.

2.20 The SS Provider will maintain and provide all necessary documentations, registers and records in connection with the performance of Services and other related documents including for complying with Applicable Law or any statutory requirements.

3. TERMS OF PAYMENT

3.1 For carrying out the Security Services, the Contractor / SS Provider will be paid by IDBI Bank, after deduction of the standard deductions for default/ non Performance of services if any,(shown in Annexure ‘D’).

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3.2 The contractor/SS Provider is expected to submit his bill in time to enable IDBI Bank to release the payment against the same. The contractor/SSP is required to adhere to the guidelines/ terms stipulated by the Statutory Authorities to the security guards.

3.3 The charges may /may not be increased for any reason whatsoever including but not limited to escalation on account of changes in Applicable Laws and shall be responsible for payments as mentioned in the clause herein below.

3.4 The Contractor / SS Provider agrees, undertakes and confirms absolutely, irrevocably, unconditionally that the entire obligation with regard to:

(i) payment of minimum wages;

(ii) payment of bonus;

(iii) payment of gratuity;

(iv) Any other statuary remittances, which may be applicable from time to time to the personnels engaged by the SS Provider shall be principally with the SS Provider and the SS Provider shall also be liable for payment to the personnel engaged by him/them, any revision in aforesaid laws affected by appropriate Government Governments and liability and duty of IDBI Bank shall be limited only to the extent of reimbursement of the bills properly raised/payment of fees and not otherwise. If any liability, obligation, burden, claim or cost are suffered or incurred by IDBI Bank on account of breach by the SS Provider of the provisions of this clause, the SS Provider shall forthwith reimburse the same to IDBI Bank without any demur or protest whatsoever. The SS Provider hereby indemnifies IDBI Bank against any harm or cost or claim incurred or suffered by IDBI Bank due to breach of the SS Provider in terms of the obligations herein. The SS Provider will furnish proof of compliance of all labour laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 30 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Minimum Wages Act, Payment of Wages Act, etc., within 15 days of the statutory time limit allowed under the respective Acts.

3.5 All payments shall be made subject to the deduction of taxes at source as per Applicable Laws prevailing at the time of each credit / payment.

3.6 The Contractor / SS Provider shall be solely liable for the payment of all the past, present and future dues of central, state and local levies, direct / indirect taxes, duties, fines and penalties (including without limitation sales tax, value added tax, service tax, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Security Services.

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3.7 Notwithstanding anything contained in this Agreement or in any other document(s):

(a) under no circumstances shall IDBI Bank be liable to the Contractor / SS Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Agreement, even if IDBI Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business;

(b) IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Contractor / SS Provider or its personnel or any other person engaged by the Contractor / SS Provider in the course of performance of the Contractor / SS Provider's obligations under this Agreement;

3.8 IDBI Bank reserves the right to dispute / withhold payments/further payment due to the SS Provider under this Agreement, if the SS Provider has not performed or rendered the Security Services in accordance with the provisions of this Agreement. In the event IDBI Bank disputes payment, IDBI Bank will inform the SS Provider in writing, and the Parties will attempt to settle the payment dispute under the amicable settlement procedures of Article [•]. If the Parties agree that the Security Services were not performed in accordance with this Agreement, then such disputed payment, if any, shall – (i) if already paid by IDBI Bank to the SS Provider be refunded by the SS Provider; and (ii) if payable or outstanding, shall cease to be so payable or outstanding.

3.9 Contractor / SS Provider shall permit IDBI Bank to hold or deduct the amount from bill /performance guarantee for non-performance or part performance or failure to discharge obligations under this Agreement.

3.10 IDBI Bank shall apply any damages or non-conformance compensation or other amounts due or accrued to IDBI Bank under this Agreement to reduce any amount due or accrued to the SS Provider under this Agreement or any other arrangement.

3.11 The SS Provider shall not reduce any damage or non-conformance compensation or other amount due or accrued to IDBI Bank under this Agreement (by set-off or otherwise).

3.12 The other terms and conditions not specifically provided in this Agreement shall be as per the additional terms of IDBI Bank's letter,s to the SS Provider together with the Annexures thereto.

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4. REPRESENTATIONS AND WARRANTIES

Contractor / SS Provider represent and warrant that:

4.1 Contractor / SS Provider is a company duly organized and validly existing under the laws of India and is in good standing under the laws of the Contractor / SS Provider's business and the Contractor / SS Provider has full authority to enter into this Agreement and to execute, deliver and perform all of its obligations hereunder according to the terms hereof;

4.2 Contractor /SS Provider has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the Security Services and hereby represents and warrants that all Security Services provided hereunder shall at all times strictly conform to the requirements of this Agreement as set out herein and SS Provider shall at all times adhere to Good Industry Practices.

4.3 The SS Provider has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and the execution, delivery and performance by the SS Provider of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the SS Provider and constitutes legal, valid and binding obligations of the SS Provider enforceable in accordance with its terms except as the enforceability thereof may be limited by winding up proceedings, Bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditor's rights generally and general equitable principles.

4.4 Contractor/ SS Provider has obtained and / or complied with all Applicable Permits including all statutory and regulatory approvals / licenses required to provide and to perform the Security Services.

4.5 The execution, delivery or performance by the Contractor / SS Provider, of the Agreement shall not contravene the Memorandum and Articles of Association or similar organizational constitutional documents of the Contractor / SS Provider and contravenes any Applicable Law binding upon or applicable to them or any of their properties/assets/revenues;

4.6 The Contractor / SS Provider has full power and authority to enter into this Agreement and to take action and execute any documents required by the terms hereof and this Agreement is enforceable in accordance with the terms hereof and the Persons executing this Agreement on behalf of the Contractor / SS Provider are duly empowered and authorized to execute this Agreement and perform all its obligations in accordance with the terms herein;

4.7 There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the Contractor / SS Provider, or to the best of the Contractor / SS Provider knowledge, threatened and / or pending against or affecting the Contractor / SS Provider, and no material unfair labour practices or complaint is pending or, to the best knowledge of the Contractor / SS Provider threatened and / or pending against the Contractor / SS Provider, before any Governmental authority.

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4.8 The SS Provider is not in violation of any Applicable Laws which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the best knowledge of the SS Provider) threatened against the SS Provider which, if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business of the SS Provider or its ability to perform the obligations under this Agreement.

4.9 The Contractor / SS Provider warrants that there are no legal proceedings including criminal proceedings instituted against the Contractor / SS Provider. The Contractor / SS Provider shall verify the antecedents of the personnel it desires to engage for the provision of Security Services hereunder and shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person(s) from participating directly or indirectly in the provision of Security Services under this Agreement.

4.10 The Contractor / SS Provider has filed, has caused to be filed / the names of the Contractor / SS Provider has been included in all tax returns (national, state, provincial, local and foreign, if any) required to be filed and has paid all taxes shown thereon to be due and payable, together with applicable interest and penalties and there are no outstanding liabilities in that regard under Indian law;

4.11 The Contractor / SS Provider is solvent;

4.12 Each of the representations in this Section (Representations and Warranties of the Contractor / SS Provider) is true and correct in all material respects as of the date of signing and that none of them omits to state any matter which makes any of such representations misleading in any material respect;

4.13 The Contractor / SS Provider acknowledge that they have made the representations contained in this Section (Representations and Warranties of the Contractor / SS Provider) with the intention of persuading IDBI Bank to enter into the Agreement and that IDBI Bank has entered into the Agreement on the basis of, and in full reliance on, each of such representations;

4.14 Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or the compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any legal restriction (including without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, or by which the Contractor / SS Provider or any property of the Contractor / SS Provider is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.

4.15 The SS Provider shall furnish personnel with the skills and experience appropriate to satisfy with the requirements of this Agreement. The SS Provider Personnel provided under this Agreement shall possess, in the aggregate, a range of skills that would permit individual SS Provider Personnel to perform job / assignment and provide the Services at operating levels as contemplated under the Agreement.

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4.16 The SS Provider shall engage while providing Service(s) to IDBI Bank persons with good character and integrity whose backgrounds has been duly verified and who do not have any criminal record or involvement.

5. Covenants

The Contractor / SS Provider covenants as follows:

5.1 The Contractor / SS Provider acknowledges that subject to the provisions of this Agreement, the Contractor / SS Provider shall have no right to enter into any agreement or arrangement for and / or on behalf of IDBI Bank or to represent any person, firm or corporation that it has such right or authority, without the prior written consent of IDBI Bank. The Contractor / SS Provider shall be solely liable to all persons for all acts of omissions or commissions, deeds and things done by the Contractor / SS Provider and / or its personnel in the course of performance of obligations specified under this Agreement.

5.2 The Contractor / SS Provider covenants that it shall not sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor without prior written permission of IDBI Bank, which IDBI Bank may deny at its sole and absolute discretion and if IDBI Bank gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Contractor / SS Provider shall be fully responsible for all acts and omissions of its sub contractors or sub agents.

5.3 The Security Services shall be provided in compliance with all Applicable Laws including labour enactment, rules, authorizations issued by the Central, State and local authorities in India and the provision of the Security Services shall not result in the infringement of any third party intellectual property rights and taken all required permission for performing Security Services under this Agreement;

5.4 The Contractor / SS Provider shall keep such license, approvals, etc valid throughout the currency of this Agreement.

5.5 The Contractor / SS Provider shall bring to the notice of IDBI Bank any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto.

5.6 The Contractor / SS Provider shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this Agreement.

5.7 This Agreement to which the Contractor / SS Provider is a party when executed and delivered shall be, the legal, valid and binding obligation of the Contractor / SS Provider.

5.8 The Contractor / SS Provider shall take and has mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to IDBI Bank, in relation to this Agreement or the Security Services and shall take appropriate precautions not to breach the privacy of IDBI Bank, customers of IDBI Bank or any

third party during the course of performance of its obligations herein. The Contractor / SS Provider shall not divulge any Confidential Information or any other information relating to the security or safety of the property, assets and other surveillance equipments etc. which will threaten or likely to threaten the safety or security of the property, assets and employees.

5.9 The Contractor / SS Provider shall withdraw or shall not permit any of the Contractor / SS Provider's personnel from providing the Security Services if, in the sole opinion: (a) the quality of Security Service provided by the personnel is not in accordance with the quality specifications stipulated by IDBI Bank (b) it is not in the interest of IDBI Bank that such personnel of the Contractor / SS Provider continue to be involved in the provision of Security Services.

5.10 The Contractor / SS Provider shall subject to the terms of this Agreement, be responsible for the selection, hiring, assigning and supervising of the personnel and shall employ the stipulated number of personnel to provide the Security Services in a prompt and efficient manner.

5.11 The Contractor / SS Provider agrees that the personnel shall work under the supervision, control and direction of the Contractor / SS Provider. The Contractor / SS Provider shall be solely responsible for the all the negotiations with personnel relating to salaries and benefits, and shall be responsible for assessment and monitoring of performances and for all the disciplinary matters.

5.12 All employees/personnel, executives engaged by the Contractor / SS Provider shall be in sole employment of the Contractor / SS Provider and the Contractor / SS Provider shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees and personnel of the Contractor / SS Provider. The Contractor / SS Provider shall furnish such records and information as may be required by IDBI Bank in relation to the above and at such periodicity as may be specified by IDBI Bank.

5.13 The Contractor / SS Provider shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services and resultant disciplinary action in case of breach of code of conduct by them during the course of their engagement for provision of Security Services contemplated herein.

5.14 The Contractor / SS Provider shall not exercise any lien or right of set-off of appropriation on any of the assets, properties, documents, instruments or instruments or material belonging to IDBI Bank and in the custody or which may come in the custody of the Contractor / SS Provider for any amount due or claimed to be due by the Contractor / SS Provider from IDBI Bank.

5.15 The Contractor / SS Provider shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant state / jurisdiction of its operation in respect of its personnel (including but not limited to Minimum Wages Act, Provident Fund laws, Women's Compensation Act, Payment of Bonus Act, Payment of Gratuity Act and such other laws of relevant state / jurisdiction) and shall establish and maintain all proper records and

registers required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

5.16 The Contractor / SS Provider shall agree to furnish a performance security/guarantee for the amount and in the form as specified in the tender document within [●] days of the receipt of intimation by IDBI Bank.

5.17 The Contractor / SS Provider shall enter into a Non-Disclosure Agreement with IDBI Bank regarding confidentiality of information received by either party.

5.18 The Contractor / SS Provider undertakes that it shall not disclose Confidential Information of IDBI Bank to any third person and the Contractor / SS Provider shall keep all the knowledge of the business activities and affairs of IDBI Bank strictly confidential and also ensure that neither the Contractor / SS Provider nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of IDBI Bank. This clause will survive the expiration, cancellation or termination of this Agreement.

5.19 The Contractor/SS Provider also agree;-

(i) To maintain and use the Confidential Information only for the purposes of this Agreement and only as permitted herein;

(ii) To only make copies as specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) To restrict access and disclosure of Confidential Information to such of their employees, security analysts and consultants and advisers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause ; and

(iv) To treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of three (3) years from the date of such termination.

5.20 Confidential Information shall at all times remain the sole and exclusive property of the IDBI Bank. Upon termination of this Agreement, Confidential Information shall be returned to IDBI Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of IDBI Bank.

5.21 In the event that the Contractor/SS Provider hereto becomes legally compelled to disclose any Confidential Information, then the Contractor/SS Provider shall give sufficient notice to IDBI

Bank to enable them to prevent or minimize to the extent possible, such disclosure. The Contractor/SS Provider shall not disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of IDBI Bank. The obligations under this Clause shall be satisfied by handling Confidential Information with the same degree of care, which IDBI Bank applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Agreement.

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5.22 The Contractor / SS Provider shall be responsible for all acts done by the personnel engaged by him/her and for maintenance of proper discipline by his personnel at the premises / establishments of IDBI Bank. The Contractor / SS Provider shall also be responsible for maintenance or proper records as required under the provisions of various Labour Laws applicable to the Contractor / SS Provider and contract employees.

5.23 The Contractor / SS Provider shall verify the identity and address of all its personnel by collecting documentary proof satisfactory to IDBI Bank and shall furnish the same to the Bank as and when required by IDBI Bank.

5.24 IDBI Bank shall be entitled to review and monitor the Security Services provided by the Contractor / SS Provider on a regular basis and require the Contractor / SS Provider to disclose the security breaches. The Contractor / SS Provider shall immediately notify IDBI Bank of any breach of security and leakage of Confidential Information of IDBI Bank. In such eventualities the Contractor / SS Provider shall be liable for all damages.

5.25 The Contractor / SS Provider agrees and covenants not to use the Trademark and/or trade name of IDBI Bank or letterheads of IDBI Bank nor the Contractor / SS Provider will hold himself as an agent of IDBI Bank. The relationship between the Contractor / SS Provider and IDBI Bank being a principal-to-principal basis. The Contractor / SS Provider shall not use IDBI Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other IDBI Bank or person and no tenancy shall be created by the presence of his personnel on IDBI Bank's premises / establishments.

5.26 The Contractor / SS Provider agrees that no change whatsoever in the constitution of the Contractor / SS Provider during the continuance / validity of this Agreement shall impair or discharge the obligations of the Contractor / SS Provider under this Agreement. The Contractor / SS Provider shall forthwith upon any change in the constitution of the Contractor / SS Provider, inform IDBI Bank of the change and provide such details in respect of the change and its effect, as may be required by IDBI Bank.

5.27 The Contractor / SS Provider hereby agrees, undertakes and confirms irrevocably, unconditionally and absolutely that the entire obligation with regard payment of stamp duty shall solely rest upon him and he shall be liable to pay adequate stamp duty in terms of the provisions of the Applicable Laws.

5.28 The SS Provider shall be responsible for compliance of all the Applicable Laws/Applicable Permits and obligations under this Agreement. Any liability arising under Municipal, State or

Central Government laws and regulations will be the sole responsibility of the SS Provider and IDBI Bank shall not be responsible for any such liability. The SS Provider shall comply with all rules and regulations regarding safety and security of its Personnel and IDBI Bank shall in no way be responsible in any manner in case of any mishap to its Personnel.

6. Insurance

6.1 The Contractor / SS Provider shall maintain, at its own costs throughout the tenure of this Agreement and any extensions thereof, insurance coverage for adequate amount in consultation with IDBI Bank, included but not restricted to comprehensive general liability insurance, commercial liability insurance, medical insurance, worker's compensation insurance and any other insurance as required by Applicable Laws covering accidental losses, bodily harm, injury, death of all Personnel / individual employed / assigned by the Contractor / SS Provider to perform the Security Services required under this Agreement.

6.2 The Contractor / SS Provider shall also take, at its own costs, insurance policies for adequate amount against dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity and / or any other dishonest acts on the part of the Contractor / SS Provider's personnel or representatives with IDBI Bank, as the loss payee / beneficiary.

6.3 The Contractor / SS Provider also undertakes to procure at its own cost insurance to protect against any loss / damage which may be suffered by the Contractor / SS Provider, IDBI Bank, as a result of any loss of any properties of IDBI Bank entrusted to the Contractor / SS Provider being lost in transit while in the custody of the Contractor / SS Provider.

6.4 The Contractor / SS Provider undertakes to provide such documentary proof of compliance with this section as may be required, from time to time by IDBI Bank or its auditors or any other authorities.

6.5 The Contractor / SS Provider shall ensure that all such insurance policies remain in force during the provision of the Security Services by the SS Provider Personnel.

7. Indemnity by SS Provider

7.1 The Contractor/ SS Provider shall indemnify and keep indemnified, defend and hold harmless IDBI Bank and its officers, directors, employees, representatives and agents from all losses, liabilities arising out of any payment made to statutory and / or regulatory authority or any payment made under any statute/ regulations/ notification of the Government (Central/ State/ Provincial/ local) or statutory and/ or regulatory authority in respect of his personnel/ employees or in respect of any claims made by the Contractor / SS Provider's personnel/

employees against IDBI Bank and includes claims, damages, obligations, litigations, suits, actions, judgments, costs, expenses and / or otherwise, awarded by court of law or other competent governmental authority or arbitral tribunal or tribunal of competent jurisdiction arising before, during or after completion of Security Services, which result from, arise in connection with or are related in any way of actions or claims initiated or preferred by third parties or statutory / regulatory authorities, including but not limited to those from third parties or liabilities of any kind howsoever suffered and / or arising out of poor/unsatisfactory performance of its personnel / employees and / or arising out of or in connection with and not limited to:

(i) Acts or omissions of gross negligence, or willful misconduct, or bad faith or mala fide acts by the Contractor / SS Provider or its Personnel; or
(ii) The fault or negligence of the Contractor / SS Provider, its Personnel, officers, employees, agents, and/or misrepresentations resulting in loss or damage or injury to property or assets or injury to persons or death;
(iii) Acts of fraud or dishonesty.
(iv) Non payment of statutory payments under Applicable Law including labour laws.

7.2 For the purposes of this Agreement, the Contractor / SS Provider shall include the Contractor / SS Provider, its personnel, employees, consultants and/or other authorized persons.

7.3 IDBI Bank shall have no liability whatsoever for any injury to the Contractor / SS Provider and/or its personnel / staff caused or suffered in the course of performance of the obligations by the SS Provider in terms of this Agreement.

7.4 The Contractor / SS Provider shall be: a) provided prompt notice of any such claim upon such claim arising; and b) provided all reasonable cooperation and assistance by IDBI Bank to enable the SS Provider to defend or settle such claims with full cooperation from IDBI Bank towards the same.

7.5 Each Party agrees to refrain from admitting liability or otherwise compromising any third party claim in whole or in part without consulting the other, except to the extent required by Applicable Laws.

7.6 The responsibility of the Contractor / SS Provider to indemnify set forth in this Clause and the obligations there under shall survive the termination of this Agreement for any reason whatsoever with regard to any indemnity claims arising out of or in relation to the performance or non-performance hereof.

7.7 SS Provider shall be liable to pay monetary damages to IDBI Bank for any loss incurred or suffered by IDBI Bank on account of delayed Security Services, deficient Security Services, or inadequate Security Services, non payment or timely clearing of all dues of their security guards/staff or interruption in the Security Services for reasons directly and solely attributable to SS Provider. The Contractor / SS Provider shall also be responsible to settle all or any claims relating to a violation of a third party license, intellectual property right(s) or for any liability or claim for bodily injury, death or damage to real property or person. This clause will survive the expiration, cancellation or termination of this Agreement.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

8. Term and Termination by Bank

8.1 This Agreement shall be effective from the date hereof and shall continue to be in full force and effect for an initial period of three(3) years ("Term") unless terminated earlier by IDBI Bank in accordance with the provisions below. Thereafter, this Agreement may or may not be renewed for a further period, as decided by mutual agreement of the Parties in writing. The Fees for the Services under the renewed agreement shall be the same as set out herein.

8.2 IDBI Bank shall be entitled to terminate this Agreement without assigning any reasons whatsoever and without payment of any costs, charges or compensation by providing a prior written notice of 30 days. The Agreement shall stand terminated on the expiry of the said period of [•] days relieving both Parties of their respective obligations, save such obligations and/ or liabilities of SS Provider that, by their nature, survive the termination of this Agreement.

8.3 The Contractor / SS Provider shall not have the right to terminate the Agreement.

8.4 The Security Services of the Contractor / SS Provider shall be reviewed on regular basis (bi-monthly) by IDBI Bank and if the Security Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement, IDBI Bank shall deduct from the monthly charges payable to the Contractor / SS Provider an amount of **Rs. / `(as Given in Annexure 'D')** as penalty and if the deficiency continues for 15 days, IDBI Bank have the right to terminate this Agreement by giving 30 days of notice as mentioned herein before to the Contractor / SS Provider and IDBI Bank shall not be liable for any damages and/or loss, which may be suffered by the Contractor / SS Provider on account of termination of this Agreement.

8.5 In the event, any damage is caused to the movable or immovable property of IDBI Bank, IDBI Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Contractor / SS Provider or from the amount payable to the Contractor / SS Provider by IDBI Bank and the remaining amount, if any, by way of civil damages.

8.6 Notwithstanding anything herein contained, IDBI Bank may (without prejudice to any of its other rights or remedies under the Agreement or in law) without any notice and assigning any reason whatsoever may terminate, the whole or any part, of this Agreement under any one or more of the following conditions:

(i) In the event of default, breach by the Contractor / SS Provider any of the terms of this Agreement and or the performance of any of its Security Services under this Agreement, the applicable schedules and the guidelines issued by IDBI Bank to the Contractor / SS Provider from time to time;

(ii) In the event the Security Services provided herein is / are in contravention of any law and regulation, as may be applicable from time to time or industrial practice, or

performs acts or omission that would under the circumstances amount to objectionable service;

(iii) If the Contractor / SS Provider does not meet or fails to meet any criterion for engaging the Contractor / SS Provider for any of its activities as may be determined by IDBI Bank at its sole discretion from time to time;

(iv) If a petition for insolvency is filed against the Contractor / SS Provider and such petition is not dismissed within 60 (sixty) days after filing and /if the Contractor / SS Provider makes an arrangement for the benefits of its creditors or if the court receiver is appointed as receiver of all / any of any the Contractor / SS Provider's properties;

(v) If SS Provider fails or refuses to perform the Security Services in the manner and/or within the time frames agreed in this behalf or abandons the Security Services or unduly delays the performance;

(vi) If SS Provider delivers non conforming Security Services, in whole or in part;

(vii) If SS Provider fails to provide adequate assurance of SS Provider's ability to meet the Good Industry Practice or the time frames of the Security Services or part thereof;

(viii) SS Provider, intentionally or unintentionally, disregards or violates any Applicable Laws or conditions of any Applicable Permits;

(ix) SS Provider fails to correct or rectify defects and deficiencies in any Security Services in a timely manner;

(x) If any of the representations or warranties provided by SS Provider are found to be false or incorrect;

(xi) If SS Provider breaches any other material term of this Agreement;

(xii) If SS Provider suffers any material adverse change or material adverse effect which is likely or calculated to hinder performance of SS Provider's obligations under this Agreement;

(xiii) If SS Provider is threatened to be wound up or suffers any winding up or liquidation proceedings.

8.7 It is hereby agreed and understood by the Contractor / SS Provider that the provisions of this section shall not limit neither restrict nor shall they preclude IDBI Bank from pursuing such further and other legal action, against the Contractor / SS Provider for any breach or non-compliance of their Agreement. All costs, charges and expenses incurred / paid by IDBI Bank and / or the customers of IDBI Bank in account of default by the Contractor / SS Provider shall be reimbursed by the Contractor / SS Provider to IDBI Bank.

8.8 On termination and/or determination of this agreement, as aforesaid, the Contractor / SS Provider shall forthwith handover to IDBI Bank the possession of all documents, material and any other property belonging to IDBI Bank or pertaining to the Security Services herein that may be in the possession of the Contractor / SS Provider or any of its personnel assigned to perform the Security Services under this Agreement and the Contractor / SS Provider shall withdraw / remove himself and his employees, without assigning any reason.

8.9 If IDBI Bank decides to terminate this Agreement under the provisions of clause above, SS Provider shall, without prejudice to any other rights or remedies of IDBI Bank in this Agreement or at law or in equity, do one or more of the following: a) as directed by IDBI Bank promptly hand over all materials, information, etc. in respect of which IDBI Bank shall have the right of ownership to and/or possession of under the terms of this Agreement; b)

Any monies paid by IDBI Bank to SS Provider as advances prior to any termination, shall, insofar as they relate to Security Services not yet rendered by SS Provider at the time of termination, be forthwith refunded by SS Provider to Bank; c) Upon such notification of termination, SS Provider shall immediately discontinue performance of the Security Services (unless such notice of termination directs otherwise); and d) Notwithstanding anything herein to the contrary, IDBI Bank may withhold payments, if any, to SS Provider for the purposes of set-off amounts owed to IDBI Bank pursuant to the terms of this Agreement until such time as the exact amount of damages due to IDBI Bank from SS Provider is fully determined.

8.10 Any monies paid by IDBI Bank to SS Provider as advances prior to any termination, shall, insofar as they relate to Security Services not yet rendered by SS Provider at the time of termination, be forthwith refunded by SS Provider to Bank.

8.11 Upon such notification of termination, SS Provider shall immediately discontinue performance of the Security Services (unless such notice of termination directs otherwise).

8.12 Notwithstanding anything herein to the contrary, IDBI Bank may withhold payments, if any, to SS Provider for the purposes of offset of amounts owed to IDBI Bank pursuant to the terms of this Agreement until such time as the exact amount of damages due to IDBI Bank from SS Provider is fully determined.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

9. ADDRESS FOR THE PURPOSE OF SERVICE:

All communications between IDBI Bank and Contractor / SS Provider shall be deemed to have effectively served if addressed to the following Address:

ADDRESS OF IDBI Bank [•]

[•]

ADDRESS OF CONTRACTOR / SS PROVIDER **[•]**

[•]

Any change in the above address of either of the party shall be intimated to the other party in writing within seven days of such change either by Hand Delivery or by Reg. A.D. If no such change is intimated, service at the above address will be deemed as proper service.

10. CERTAIN DOCUMENTS TO FORM INTEGRAL PART OF THIS AGREEMENT

IDBI Bank has issued a letter bearing reference no [•] to the SS Provider in connection with the Security Services and the SS Provider has communicated its absolute, unconditional and unqualified acceptance to the terms detailed therein. The aforesaid letter dated [•] forms integral part of this Agreement.

Bills / invoices and all the related documents as well as Annexure thereto along with other attachments and deviations, if any, shall be read and construed as forming integral part of this Agreement and the Parties hereto shall abide by and submit themselves to the Conditions and perform this Agreement on their part respectively in accordance with the Conditions, which are deemed to have been incorporated herein.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

11. DISPUTE RESOLUTION MECHANISM

11.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement in the following manner:

(i) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.

(ii) The matter will be referred for negotiation between Chief General Manager – Administration Department of IDBI Bank and Chief Executive Officer of the SS Provider. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

11.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described in Clause 11.1 hereof, may be resolved exclusively by arbitration and such dispute may be submitted by either Party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. Each party to the dispute shall appoint one (1) arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Agreement. The arbitration award shall be final and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

11.3. The SS Provider shall not be entitled to suspend the provision of the Services, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

11.4. This clause will survive the expiration, cancellation or termination of this Agreement.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

12. MISCELLANEOUS

12.1 NO SUB-CONTRACTING

SS Provider shall not sub-contract any part of the Security Services to be rendered and/or performed under and pursuant to this Agreement. SS Provider shall seek prior written approval of IDBI Bank in case SS Provider intends to sub-contract all or part of the Security Services.

12.2 SEVERABILITY

If any of the terms, covenants or conditions thereof as to application of such term, covenant or conditions shall be held invalid as to either Party on circumstances by any court having jurisdiction, the reminder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and affect and shall continue to be valid, legal, subsisting, binding and enforceable.

In case of any change in Applicable Laws in India that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the parties re-negotiated in good faith.

12.3 SURVIVAL OF PROVISIONS

In order that the Parties hereto may fully exercise their rights and perform their obligations hereunder, such provisions of this Agreement that are required to ensure such exercise or performance shall survive the termination of this Agreement for any cause whatsoever.

12.3.1 The confidentiality obligations, the indemnity obligations, the governing law and jurisdiction and dispute resolution shall survive the expiration, cancellation or termination of this Agreement.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

12.4 ENTIRE AGREEMENT

This Agreement contains all of the understanding and agreement or whatsoever kind and nature existing between the Parties hereto with respect to written or oral agreements, commitments, representatives, communications and understandings between the Parties hereto with respect to the transactions herein contained.

12.5 ASSIGNMENT

This Agreement shall not be assigned either fully or in part by SS Provider to any third party without the prior written consent of IDBI Bank. IDBI Bank may at time, in whole or in part, assign or transfer or any of its rights, benefits and obligations under this Agreement to any third party without the consent of SS Provider.

12.6 RELATIONSHIP BETWEEN PARTIES

SS Provider is serving as an independent Provider / contractor to IDBI Bank hereunder, and this Agreement creates no partnership, pooling or joint venture relationship between the Parties, and no employment relationship between IDBI Bank and the employees, consultants, representatives of SS Provider.

It is clearly understood that the Contractor / SS Provider's employees shall not have any employee-employer or master-servant relationship with IDBI Bank. The personnel / employee of the Contractor / SS Provider shall continue to be the personnel / employee of the Contractor / SS Provider and work under its directions and shall not become or claim any employment from IDBI Bank irrespective of the location of their work. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer – employee relationship in any manner whatsoever between IDBI Bank and the Contractor / SS Provider. The Contractor / SS Provider acknowledges that its rendering of Security Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of IDBI Bank.

Nothing in this Agreement shall be construed as creating any contractual or other relationship between IDBI Bank and any personnel of the Contractor / SS Provider, nor any obligation on the part of IDBI Bank to pay or see to the payment of any money due to any personnel.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

12.7 AMENDMENT

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.

12.8 NO WAIVER

The failure of either Party, at any time during the currency of this Agreement, to require performance by the other party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

12.9 PRESERVATION OF DOCUMENTS

SS Provider shall preserve the documents, information and data relating to the Security Services rendered and/or performed by SS Provider pursuant to this Agreement in accordance with the applicable legal and regulatory requirements as per the Applicable Laws applying to IDBI Bank.

The Contractor / SS Provider shall execute and deliver such additional documents and shall perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transaction(s) contemplated hereby.

12.10 HEADINGS

The heading of various Articles and Clauses herein is for convenience of reference and is not deemed to affect the construction of the relative provisions.

12.11 OPENING A CURRENT ACCOUNT

The SS Provider shall agree to open a current account with the specified Branch of IDBI Bank Ltd. and all the payments to be made by IDBI Bank and under this contract shall ordinarily be routed through the said current account.

12.12 COUNTERPARTS

Agreement is executed in original and shall be in the custody of IDBI Bank and the copy with the service Provider.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

12.13 RIGHTS

Any express statement of a right of a Party under this Agreement is without prejudice to any other right of the Party expressly stated in this Agreement or existing at law**.**

12.14 SETOFF

IDBI Bank may deduct or retain out of any monies, which may be due or become due to SS Provider hereunder or otherwise, any amounts owed by SS Provider to IDBI Bank hereunder or otherwise.

12.15 GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Indian law. This clause will survive the expiration, cancellation or termination of this Agreement.

12.16 DISPUTE RESOLUTION

In case of any dispute, controversy, claims or difference arising out of or under this agreement, the same shall be resolved by way of arbitration. The arbitration proceedings shall be in accordance with the provisions of the Arbitration Act, 1996. The decision of arbitrator shall be conclusive, final and binding and the place of arbitration shall be Mumbai.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement including any such provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by Applicable Laws.

This clause will survive the expiration, cancellation or termination of this Agreement.

The SS Provider shall not be entitled to suspend the provision of this Agreement or providing / rendering the Security Services, pending resolution of any disputes between the Parties and shall continue to render the Security Services in accordance with the provisions of this Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date, month and year hereinabove written.

Signed and delivered by the within named	**FOR IDBI Bank Ltd.**
	(_____)
Signed, sealed and delivered by the within named	**FOR _____**
	(_____)

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

ANNEXURE – A

1.1 List of jobs/Security Services to be carried out by the Contractor / SS Provider

- The Contractor/ SS Provider shall provide Security Services on round-the-clock basis (in three shifts of 8 hours per shift) on all days throughout the year including Sundays and holidays to ensure surveillance and guarding, reporting of the entire premises / other establishments. IDBI Bank shall not normally permit double shift for any of the security personnel deployed by the SS Provider. The security personnel on duty shall be rotated from one shift to another at proper frequency as decided by the bank. Male and / or female security personnel shall have to be deployed as per requirement of IDBI Bank from time to time.

- Checking and verifying the entry / exit of personnel, baggage, materials, vehicles etc, controlling the Parking of the vehicles in proper order.

- Monitoring and reporting of breach/breakage in fencing, encroachment, trespassing, incidents of crime, defacement of wall, putting up of banners/posters, laying of cable lines etc along boundary wall (if any) of the premises / other establishments.

- Safeguarding the property against theft, damage, misuse, etc. Ensuring orderly marshalling and parking of staff / visitors' vehicles at parking area in the premises / other establishments and keeping watch over them.

- Issuing visitor's passes (wherever necessary) after verification and intimation from the concerned officers and to collect passes when visitors leave the premises / establishments. To ensure that only the authorized persons/vehicles enter the premises / establishments after proper verification.

- Goods, materials, equipments etc. shall not be permitted to be taken out of the premises / other establishments without valid gate pass. To ensure only the contract workers having valid ID enter the premises / establishments and when such workers leave the premises / establishments ensure that they do not carry any items, which belong to IDBI Bank.

- Maintaining movement (entry/ exit) register for the contract workers, visitors, vehicles etc. Ensure that no contract worker leaves the premises / establishments

during his/her duty hours without prior permission of concerned officer. Ensure that no contract worker / outsider overstays in the premises / establishments beyond their duty hours.

- In case any Provider, can also supply, security- specialized staff- CCTV operator / technician, x-ray baggage machine operator/ technician, door frame metal detector operator/ technician, fire safety staff, allied staff etc, the same details may be stated accordingly.

- Security personnel shall, at all times, be polite, courteous, respectful and responsive to customers, clients, visitors, officers, employees, guests, service providers etc.

- The guard on duty may be asked to carry out patrolling throughout the premises/ establishments at every two hours interval/or as decided by the bank, and record his observations in the register maintained.

- The Security Guard deployed at particular security post / location may be required to move around the area. The Security Guard shall inform concerned officer, if any, abnormal/suspicious activities are noticed in the premises/ establishments.

- No security personnel shall leave the IDBI Bank premises / establishments unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.

- In the event of accidents, injuries, fire, short-circuit; leakage of water, security personnel shall report the matter immediately to the concerned officer and also take appropriate action.

- In case of any theft/ trespassing, the SS Provider shall assist IDBI Bank in lodging FIR with police, conduct investigation and submit the report on findings to Competent Authority of IDBI Bank.

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- The SS Provider shall prepare shift duty chart of the security personnel on weekly basis and produce the same to the concerned officer for approval. The SS Provider shall also ensure that their personnel are on duty as per the duty chart. The SS Provider officials shall make surprise visits to the Branch at least once in a week to ensure that security personnel on duty are alert, vigilant and record observations.

- The SS Provider should act upon the orders/ directions from the authorized representative/ Branch Heads/ Security Officers, of IDBI Bank for day-to-day performance of job and ensure implementation of proper security measures.

- The Contractor/ SS Provider shall maintain the following registers and produce the same to the concerned officer on daily basis.

  a. Attendance register (Muster Roll) for security personnel

  b. Patrolling register (wherever required)

  c. Movement (entry/exit) register for outsourced/contractor workers (wherever required)
  d. Movement (entry/ exit) registers for visitors (wherever required)
  e. Movement (entry/ exit) register for vehicles (wherever required)
  f. Any other register instructed by Security personnel/ concerned officer.

- An authorized representative of the Contractor/SS Provider shall visit the premises/ establishments on a weekly basis to review the Security Services rendered, apprise the same to concerned officials of IDBI Bank and submit the weekly report. They shall perform any other relevant work that may be assigned to them by IDBI Bank from time to time.

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2 ANNEXURE – B

2.1 Do's and Don’ts Security Guard/ATM Guard

No.	DO	Don't
1	The guard will remain outside the ATM and Maintain an alert posture.	The guard will not enter inside the ATM when the customer is transacting. He will be observing the movements of customers. (The guard will not be looking towards customer especially when the customer is keying in his PIN.)
2	The guard will be presentable at all times during his duty hours. * He will be shaven * He will be wearing shoes * He may possess a Baton * His shirt must be tucked in neatly and buttoned (except the collar button)	The guard will not change into or out of their uniform inside the ATM or anywhere close to it.
3	The guard must stand up when he sees a customer approaching the ATM / Branch	The guard will not read newspaper and any other reading material, while on duty
4	The guard must open the door for the customer. * Be cordial with the customers * Ensure that the customer does not the ATM cabin wearing a helmet or deliberately covering the face	The guard will not * Chew tobacco / pan or smoke cigarettes while on duty * Slouch * Argue with customer
5	The guard will maintain requisite log book and other registers as necessary	The guard will not accept any article from anybody unless he is given prior information by the competent authority
6	The guard will be well versed with the instructions on security from time to time.	The guard will not keep any personal or cleaning article in a manner visible to the customers
7	The guard will ensure and keep the ATM cabin clean.	The guard will not leave his post or unnecessarily interact with nearby staff of other organization/ establishments.
8	The guard will provide daily reports to the concerned authorities	The guard will not allow anybody to take anything from the ATM / Branch unless informed about it.
9	The guard will keep inform the authorities official of the bank and the SS Provider about any major incident has occurred on the site.	The guard will not leave the site unless relieved by another guard
10	The Guard will switch on / off the main and other lights.	The guard will not use the telephone for personal reasons.

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No.	DO	Don't
11	The guard will supervise maintenance jobs and record the same in the occurrence log.	The guard will not reveal the site telephone numbers to anybody except on special requirement of authorized officers or the official of the Cash Replenishment agency or SS Provider or Housekeeping agency and maintenance agency.
12	The guard will request housekeeping personnel, Cash Replenishment agency personnel etc. to wait if a customer is doing the transaction.	The guard will not allow anybody to enter the ATM site while EOD and Cash Replenishment are in process.
13	Guard must politely insist upon an IDBI Bank photo ID card / letter of authority to anybody who asks anything unusual.	Guard will not entertain anybody if he/she does not produce a valid IDBI Bank photo ID card / letter of authority for handling the ATM
14	Guard will allow only one customer at a time inside the ATM enclosure for transacting.	Guard will not accept anything meant to be dropped in the collecting box, from the customer.
15	Guard will inform the customer about the Call centre no. (if any)	Guard must refrain from answering queries related to customer account.

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3 ANNEXURE – C

3.1 Charges per month - Details.

(a) *Monthly Charges Payable for One Unarmed Guard - **Rs. /** ` - [•] per month.
(b) *Monthly Charges Payable for One Armed Guard - **Rs. /** `. - [•] per month.
(c) *Monthly charges payable for other security staff

*(All the central government/ state government/ statutory/ other charges/ taxes etc. may be payable by the bank as per rules or as decided by the bank.)

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4 ANNEXURE – D

Standard Deductions for Default/Non-performance of Services

NO	For	Deductions
1	Reporting of untoward incidents and other reports by SSP	Rs.200/- for every 2 hours delay in reporting of incident from occurrence.
2	Replacing an undesirable security staff from the time of intimation received of misconduct (Disciplinary action)	Delay of more than 24 hrs : Rs 800/- Delay of more than 48hrs: Rs 1600/- and may be removed from site.
3	Unshaven security staff	Rs. 50 /-for every instance.
4	Not maintaining attendance register daily	Rs.200/- for 1st instance, for 2nd instance -Rs 400/- and withdrawal of site thereafter
5	Absenteeism for more than ½ hour from the Branch/ ATM/other locations/ premises without informing any bank official	Rs. 300/ - for absenteeism for first time and Rs 500/- for 2nd time and more.
6	Double shift more than 5 occasions in a month.	Rs. 1000/- for any double shift done more than 5 times a month.
7	Misuse of bank telephone	Rs. 50/- for every unauthorized call made.
8	Security staff committing fraud	Reimbursement from the Service Provider and termination of site plus deduction from monthly payment due of the security provider and deduction from performance guarantee.
9	Security staff found sleeping / dozing/in drunken state	Rs. 300/- for every incident.
10	Any other inappropriate / uncalled for behaviour[1]	Rs. 500/- for incident at first time. Rs. 1000/- for second time and more.
11	Wrong bill/ Tampering with/ forgery of attendance register with malafide intention	Rs 500/- for every incident.
12	Any act committed by security staff which causes Reputation Risk to the bank.	Act on part of a particular security staff or an agency causes substantial Reputation Risk to the Bank, then it shall be a ground for termination of the site(s) and penalty of Rs. 5000/- for every incident on the SSP
13	Any other severe undesirable Act committed by security staff not covered above.	Normally Rs. 1000/- per incident or an amount as decided by Bank from the SSP, as per the case/default/violation Including the above.

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SECTION IV

SPECIFICATION OF SERVICES

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Table of Contents

1 Introduction 69
2 Scope of work 70

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

1. INTRODUCTION

1.1 Purpose

This document is a RFP (Request For Proposal) for providing Security Services for IDBI Bank branches/ establishments/ offices, across the country. IDBI Bank has outlined an ambitious vision for its strategic growth and customer delight hence the SS Provider should be able to provide the Services indicated in this document with utmost expertise.

1.2 Objective

1.2.1 Since IDBI Bank has ambitious expansion plans, it is imperative to streamline areas of security, across geographical boundaries throughout the country and bring into uniform standards of security of its premises, personnel and properties. With this objective, IDBI Bank has floated this RFP (Request For Proposal) to introduce stringent and quality security services for its branches/ offices/ establishments PAN India.

1.2.2 IDBI Bank recognizes that this is an extensive undertaking and requires a committed response. Therefore the SS Provider should have to know its vision to provide top quality security services. To this end, the response to the RFP (Request For Proposal) needs to be focused on commitment.

1.2.3 Clear understanding of proposed process & to achieve the service levels at all the locations as delegated to the SS Provider.

1.2.4 Detailed documentations of the proposed processes, guidelines, service levels, security aspects etc.

1.2.5 Working out details in regard to:

a) Process flow to service Branches/ Offices/ establishments Pan India.

b) Service execution & time fulfillment.

c) Security aspects.

d) Commercial etc.

2. Scope of work

2.1 List of Services:

The list of Services to be provided to IDBI Bank is given below.

2.1.1 Depending upon the threat perception and security assessment, levels of security required for IDBI Bank's branches/offices/establishments would be decided by the concerned authorities of the Bank and the Security Service Providers would accordingly be required to provide the security services. Generally, in an establishment, there shall be 3-shifts per day (or may be in general shift during office hours/ timings or as decided by the Bank) throughout the year and each shift will normally be of 8 hours duration. The security personnel on duty shall be rotated from one shift to another at proper frequency as decided by the Bank.

2.1.2 The SS Provider shall provide weekly off / Holidays to its personnel as per appropriate applicable laws / labour laws, as the case may be, but it will be the responsibility of the SS Provider to ensure uninterrupted security services on all days. The SS Provider shall provide relievers for the security personnel who will be on weekly off / Holidays or on leave.

2.1.3 Male and/or Female security personnel shall have to be deployed as per requirements of the Bank from time to time.

2.1.4 The SS Provider shall provide security services on round-the-clock basis (in three shifts of normally 8 hours per shift) on all days throughout the year including Sundays and holidays to ensure surveillance and guarding, reporting of the entire premises. The deployment of security personnel, round the clock and per shift/point will be decided as per the requirements of the Bank from time to time.

2.1.5 Checking and verifying the entry / exit of personnel, baggage, materials, vehicles etc, controlling the Parking of the vehicles in proper order.

2.1.6 Monitoring and reporting to concerned authorities/Officials in case breach/breakage in fencing, encroachment, trespassing, incidents of crime, defacement of wall, putting up of banners/posters, laying of cable lines etc along boundary wall (if any) of the premises.

2.1.7 To safeguard the property against theft, damage, misuse, etc. Ensure orderly marshalling and parking of staff / visitors' vehicles at parking area in the premises and keeping watch over them.

2.1.8 To issue visitor's passes (wherever necessary) after verification and intimation from the concerned officers and to collect passes when visitors leave the premises. To ensure that only the authorized persons/vehicles enter the premises after proper verification.

2.1.9 Goods, materials, equipments etc. shall not be permitted to be taken out of the premises without valid gate pass. To ensure only the contract workers having valid ID enter the premises and when such workers leave the premises ensure that they do not carry any items, which belong to Bank.

2.1.10 Wherever required, to maintain movement (entry/exit) register for the contract workers, visitors, vehicles etc. Ensure that no contract worker leaves the premises during

his/her duty hours without prior permission of concerned officer. Ensure that no contract worker / outsider overstays in the premises beyond their duty hours.

2.1.11 In case any Security Service Provider, can also supply, security- specialized staff- CCTV operator / technician, x-ray baggage machine operator /technician, door frame metal detector operator/ technician, fire safety staff, allied staff etc, the details of same may be separately attached in addition, as "Specialized security staff" giving full details,at appropriate documents/materials.

2.1.12 Security personnel shall, at all times, be polite, courteous, respectful and responsive to customers, clients, visitors, officers, employees, guests and service providers etc.

2.1.13 The guard on duty may be asked to carry out patrolling throughout the premises at every two hours interval/or as decided by the bank, and record his observations in the register maintained.

2.1.14 The Security Guard deployed at particular security post / location may be required to move around the area. The Security Guard shall inform concerned officer if any abnormal/suspicious activities are noticed in the premises.

2.1.15 No security personnel shall leave the Bank premises unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.

2.1.16 In the event of accidents, injuries, fire, short-circuit; leakage of water, security personnel shall report the matter immediately to the concerned officer and also take appropriate action.

2.1.17 In case of any theft/trespassing, the SS Provider shall assist the Bank in lodging FIR with police, conduct investigation and submit the report on findings to Competent Authority of the Bank.

2.1.18 The SS Provider should prepare shift duty chart of the security personnel on weekly basis and produce the same to the concerned officer for approval. The SS Provider shall also ensure that their personnel are on duty as per the duty chart..

2.1.19 The SS Provider should act upon the orders/directions from the authorized representative/Branch Heads/Security Officers, of the Bank for day-to-day performance of job and ensure implementation of proper security measures.

2.1.20 The SS Provider shall maintain the following registers and produce the same to the concerned officer on daily basis.

a. Attendance register (Muster Roll) for security personnel

b. Patrolling register (wherever required)

c. Movement (entry/exit) register for outsourced/contractor workers (wherever required)
d. Movement (entry/exit) registers for visitors. (wherever required)
e. Movement (entry/exit) register for vehicles (wherever required)
f. Any other register instructed by Security staff/ concerned officer of the Bank.

2.1.21 An authorized representative of the SS Provider shall visit the premises on a weekly basis to review the security services rendered and ensure that security personnel on duty are alert, vigilant, and record observations and should apprise the same to concerned officials of the Bank and submit the weekly report of the same.

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2.1.22 They shall perform any other relevant work that may be assigned to them by the Bank from time to time.

2.1.23 The SS Provider shall rotate/ turnover its security personnel, at least once in three months or a period as specified by the Bank. The SS Provider shall ensure that the character and antecedents of the personnel engaged by it are duly verified before such engagement.

Please note:

In any case the SS Provider cannot,

-exclude any service, mentioned in the RFP (Request for Proposal) document for any location.
-exclude any city / location (both existing and proposed).

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SECTION V

BID FORMS

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Table of contents

1. Covering Letter for Technical Bid…….…….....74
2. Organization Profile …..…….…….……..…….....78
3. SS Provider General Details …….…….....80
4. SS Provider Client Details…….....86
5. Instructions For Filling Technical Bid….....87
6. Covering Letter For Financial Bid ……88
7. Financial Bid….…….90
8. Instructions for Filing Financial Bid …….94
9. Bank Details (of Bidder)……95
10. Confirmation of Infrastructure availability details of the Bidder……..…96
11. Deed of indemnity…….…….…97
12. Power of Attorney / Authorization letter.……101
13. Undertaking Cum Affidavit……..103
14. Non-Disclosure Agreement……..105
15. Performance Security Form……..……109
16. Guarantee for Performance of Contract..……..….110

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Covering Letter for Technical BID

(To be enclosed in Technical Bid Envelope)

Date: ……..

To:

IDBI Bank Limited,
Security Section,
IDBI Tower,
WTC Complex, Cuffe parade,
Mumbai – 400 005.

Dear Sir / Madam:

Reg: Provision of Security Services to IDBI Bank Ltd.

Ref: _____

1. After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, offer our Services for _____ (clusters), in conformity with the Bid Documents.
2. We agree and undertake, if our Bid is accepted, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree and undertake to abide by the bid terms of IDBI Bank including the rates quoted therein for the orders awarded by IDBI Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.
4. We agree to execute the Agreement as per the format given in this RFP (Request For Proposal) and until the same is executed, this Bid, together with relevant documents duly initialed/executed shall constitute a binding contract between us.
5. We agree and undertake that, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India and similar laws and also strictly abide by and observe all applicable laws.
6. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue / re-commence/ cancel the Bid process. Any decision in this regard by you shall be final, conclusive and binding on and acceptable to us.

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7. We enclose a demand draft of Rs. 1, 00,000/- (Rs. One Lakh only) towards Bid Security, in favour of "IDBI Bank Limited." payable at Mumbai. We understand that the Bid Security will be refunded to the successful Security Service Providers within 60 days on completion of contract period or as decided by the Bank.. In case of unsuccessful Security Service Provider, the bid security amount may be refunded within 90 (Ninety) days of date of closure of bid. We have noted that Bid Security shall not carry any interest.

Dated this …….. Day of ……..2016

(*Signature*) (*Name*) (*In the capacity of*)

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(DETAILS TO BE STATED ON THE OUTSIDE OF THE SEALED ENVELOPE OF BOTH TECHNICAL AND FINANCIAL BIDS)

FINANCIAL BID

OPTION OF CLUSTER FOR WHICH THE BIDDER HAS SUBMITTED BIDS / QUOTES

(ONE BIDDER CAN BID FOR MAXIMUM TWO CLUSTERS AND MINIMUM ONE COMPLETE CLUSTER. PLEASE REFER TO TABLE OF STATES INCLUDED IN EACH CLUSTER AT PAGE 11 OF RFP DOCUMENT)

***(WRITE YES OR NO AGAINST EACH CLUSTER BID FOR-IN THE SPACE PROVIDED)**

a) CLUSTER A – _____*(YES OR NO)

b) CLUSTER B – _____*(YES OR NO)

c) CLUSTER C- _____*(YES OR NO)

d) CLUSTER D-_____*(YES OR NO)

e) CLUSTER E-_____*(YES OR NO)

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Appointment of security Services providers

Brief scope of RFP :

Bank intends to select/shortlist security Service providers (SSPs) for deployment of security Guards including armed guards at its branches/offices/establishments Pan India inviting Requests For Proposals (RFP) from reputed agencies. For this purpose Bank has divided its Pan India office establishments into five clusters as per the details given in the annexure. Agencies interested to provide the above security service may submit their offer through the bid document prescribed by the Bank.

Each SS Provider can be selected/shortlisted for maximum of two clusters. Bank intends to select/shortlist a minimum of three SSP for each cluster. Selection/Shortlisting will be done based on technical and financial evaluation of the offers. The lowest bidder (L1) will be awarded 50% (approx) of the contract in terms of contract value in the respective cluster in which the SS Provider had quoted the lowest rate and the two next bidders i.e. L2 and L3 bidders will be awarded approximately 30% and 20% of the contract respectively provided they agree to match L1 rates. In case they don't agree the offer will be extended to other bidders in the order/ranking of their quoted/bidding rates. The above distribution of scope of work shall however be tentative and may vary depending upon operational logistics. Bank's decision in this regard shall be final and binding.

Broad criteria for prequalification ;

1. The SSP should have been in existence as a security services provider for the last 5 years .
2. The SSP should have minimum annual turnover of Rs 30.00 Cr during each of the last three financial years ending March 31, 2015
3. The SSP should have minimum of 2000 guards on its rolls as on December 31, 2015.
4. The SSP should have executed during last three years security contracts of annual value not less than Rs. 3.00 Cr each for three different Banks or Financial institutions in the clusters, where they intend to provide services. Of the above, minimum of one contract should be with a PSU Bank.
5. The firm/SS Provider should have office establishments at minimum of one location in each state of the cluster. Firms not having offices in the state shall not be awarded the job in the respective state even though they are selected/shortlisted for the cluster under which the particular state is covered.
6. The firm/SS Provider should be ISO certified.
7. The firms/companies black listed by the bank or by any other PSU Banks/ IBA during last three years shall not be considered for prequalification.

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8. Companies/firms having criminal cases pending against their directors/promoters in court shall not be considered for prequalification.

A. Organization Profile

(To be Included in Envelope for information only)

1. Name of the Organization	
2. Address for Communication	**Address:** **Tel. No. :(STD code)-** **Mob. No: CMD/MD/CEO** **Fax No. : (STD code)-**
3. Date/ Year of Establishment or Commencement of Business	
4. Type of Firm/SS Provider (Whether Proprietorship, Partnership or Private limited.) (If joint Venture, then specify name of Partners in JV)	
5. Name of the Partners/ Directors of the Firm with their Mobile No.	**1.Name:** **(Mob._____)** **2.Name:** **(Mob._____)** **3.Name:** **(Mob._____)**
6. Name of the Key Persons for contact with regard to RFP	**1. VP/ Director (Operations/etc)** **2. GM (Operations/etc)**

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B. (To be Included in Envelope for information only)

GENERAL INFORMATION			
Sr. No.	**Criteria**	**Status**	**Remarks** **(If Yes please attach supporting documents)**
		Mark -Yes/ No(☐)	
(i)	**(ii)**	**(iii)**	**(iv)**
11 (a)	Payment of Wages as per Minimum Wages Act	Yes ( ) No ( )	Undertaking to be given
(b)	Maintenance of Payroll (or salary muster roll)	Yes ( ) No ( )	Undertaking to be given
(c)	Issue an Appointment Letter to all Employees	Yes ( ) No ( )	Undertaking to be given
(d)	Issue of Termination Letter to all Ex-Employees	Yes ( ) No ( )	Undertaking to be given

(Attach attested Copy of Each Document)

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TECHNICAL BID

FACTOR MATRIX - TECHNICAL BID CRITERIA (PART- 1)- GENERAL				
Sr. No.	**Criteria**	**Mandatory**	**Status**	**Remarks** **(If Yes please attach self attested supporting documents)**
			Yes/ No Mark (☐)	
(i)	**(ii)**	**(iii)**	**(iv)**	**(v)**
1	Annual Turnover for the last three years FY 2012-2013 FY 2013-2014 FY 2014-2015	Rs. 30 Cr (Minimum) per annum	Yes ( ) No ( )	
2	Security Company (owned) network of Branches/ Offices in India (With Proof)	One Branch/Office (Minimum) in each state of the Cluster.	Yes ( ) No ( )	1. 2. 3. 4. 5. Etc.
3	Total Nos. of Security Guards on the Payroll of the Company, as on 31 December, 2015	2000 Guards (Minimum)	Yes ( ) No ( )	
4	Whether ISO Certified Company or not	Relevant Certification	Yes ( ) No ( )	
5	Whether all directors are verified by Police.	Verification	Yes ( ) No ( )	

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FACTOR MATRIX - TECHNICAL BID CRITERIA (PART- 1)- GENERAL (continued)				
Sr. No.	**Criteria**	**Mandatory**	**Status**	**Remarks** **(If Yes please attach self attested supporting documents)**
			Yes/ No Mark (☐)	
(i)	**(ii)**	**(iii)**	**(iv)**	**(v)**
6	Date of Incorporation of a Security Company	Minimum Period of 5 years in continuous operations	Yes ( ) No ( )	
7	Is the security Company on negative list/ black listed by any other PSU Bank/ IBA as on 31/12/2015	Mandatory	Yes ( ) No ( )	
8	**Business Details**	Mandatory		
(a)	Whether appointed/ selected with at least any one PSU Bank /Government Financial Institution	Mandatory	Yes ( ) No ( )	
(b)	Whether appointed with at least 3 clients (Bank/ Company) with business of at least Rs. 3 crore per annum per client in the last 3 years ending 31st March 2015.	Minimum 3 clients (Bank/ Company), with business of at least Rs. 3 crore per annum per Client in the last 3 years ending 31st March 2015.	Yes ( ) No ( )	1) 2) 3)

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FACTOR MATRIX - TECHNICAL BID CRITERIA (PART - 2) COMPLAINCE STATUS (continued)

Sr. No.	Criteria	Mandatory	Status	Remarks (If Yes please attach self attested supporting documents)
			Yes/ No Mark (☐)	
(i)	(ii)	(iii)	(iv)	(v)
1	License issued by Controlling Authority (Under PSARA, 2005) For Each State for which bid has been submitted	Should be in the name of owner of the Company with Company details	Yes ( ) No ( )	
2	Income Tax (Permanent account No.) In the name of the Company	Should be in the name of the Company	Yes ( ) No ( )	
3	Registration under Shops and Establishment act	Mandatory	Yes ( ) No ( )	
4	**Exemption Granted under Maharashtra Private Security Guards [Regulation of Employment & Welfare] Act, 1981 (for operation in the State of Maharashtra)	For All Guard Boards (In Maharashtra)	Yes ( ) No ( )	
5	Employees Provident Fund (EPF).	Mandatory	Yes ( ) No ( )	EPF Registration No:

**For providing Security Services in the state of Maharashtra necessary exemption as given at serial number 4 above would need to be obtained prior to commencement of security services and compliance with all other statutory requirements.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

FACTOR MATRIX - TECHNICAL BID CRITERIA (PART-2) COMPLAINCE STATUS (continued)				
Sr. No.	**Criteria**	**Mandatory**	**Status**	**Remarks** **(If Yes please attach self attested supporting documents)**
			Yes/ No Mark (☐)	
(i)	**(ii)**	**(iii)**	**(iv)**	**(v)**
6	Employees State Insurance Corporation (ESIC)	Mandatory	Yes ( ) No ( )	ESIC Registration No:
7	Service Tax Registration	Mandatory	Yes ( ) No ( )	Registration No:
8	Whether obtained Labour License under The Contract Labour (Regulation & Abolition) Act, 1970.	(Any one copy of the Labour license obtained for any client)	Yes ( ) No ( )	Furnish date of Registration: Furnish the copy:

(Attach attested Copy of Each Document)

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

FACTOR MATRIX - TECHNICAL BID CRITERIA (PART- 3)- ADDITIONAL DATA				
Sr. No.	**Criteria**	**Mandatory**	**Status**	**Remarks** **(If Yes please attach self attested supporting documents)**
			Yes/ No Mark (☐)	
	(ii)	**(iii)**	**(iv)**	**(v)**
1	Audited Balance sheet (with Profit & loss Accounts Statement) for last three financial year	Mandatory	Yes ( ) No ( )	It should be Stamped with Office Seal by an Authorised / Registered Chartered Accountant (CA) with full contact details of the Chartered Accountant.
	2014 – 2015	Mandatory	Yes ( ) No ( )	
	2013 – 2014	Mandatory	Yes ( ) No ( )	
	2012 – 2013	Mandatory	Yes ( ) No ( )	

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

FACTOR MATRIX - TECHNICAL BID CRITERIA (PART- 3)- ADDITIONAL DATA (continued)

Sr. No.	Criteria	Mandatory (To be filled)	Status	Remarks (If Yes please attach self attested supporting documents)
			Yes/ No Mark (☐)	
(i)	(ii)	(iii)	(iv)	(v)
2	Whether involved in any litigation with any client/ Own Employees/ Directors	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3	Any penalty imposed by under mentioned government authorities in last three years & details of Amount Deposited	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3 (a)	Labour Department (CLRA)	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3 (b)	Service Tax Department	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3 (c)	EPF Department	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3 (d)	ESIC Department	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3 (e)	Income Tax Department	Mandatory	Yes ( ) No ( )	Details:(If Yes)
3 (f)	Any other Government Department	Mandatory	Yes ( ) No ( )	Details:(If Yes)
4	Whether Legal affidavit/ undertaking duly notarized (as per format at page 103) submitted along with technical bid	Mandatory	Yes ( ) No ( )	Yes/No

(Attach attested Copy of Each Document)

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

SS Providers Client Details :

Details of the client (at least 3, of which one should be a PSU Bank)

Client/ Company Name	**Client/ Company Officials Details (as stated below)**	**Scope of Service (state all categories of security staff being provided)**	**Centers/ cities where services are being provided**
Details of First Company)	1. Postal Address of Company : 2. Telephone Number: 3. E-Mail: 4. Mobile No. 5. Name of Director /VP /CEO /CSO :	17. Armed Guard :____ 18. Unarmed Guards:___ 19. Security Supervisor:___ 20. Other Security Staff:___ 21. Fire Staff(if any):___	1. 2. 3. 4 5
Details of Second Company	(Same as above)	(Same as above)	(Same as above)
Details of Third Company	(Same as above)	(Same as above)	(Same as above)

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

Instructions for Filling Technical Bid Criteria

1. All Details as specified have to be filled and no space should be left blank.
2. Where there is insufficient space, an additional Sheet may be attached with a Company seal with signature of director on it.
3. All supporting documents should be attested.
4. Legal affidavit/ undertaking on Rs.100/- denomination of stamp paper as per format attached have to be submitted. It should be duly notarized with seal prior to submission.
5. There should be only one tick mark against each criterion. It should be either YES or NO but not both.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

COVERING LETTER FOR FINANCIAL BID

(To be included in Financial Bid Envelope)

Date……..

To

IDBI Bank Limited,
4th Floor, Security Section,IDBI Towers,
WTC Complex, Cuffe parade,
Mumbai - 400 005.

Dear Sir,

Reg: Provision of Security Services for IDBI Bank

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, offer our services to IDBI bank ltd. branches/offices/establishments in conformity with the said Bid Documents.

We agree and undertake, if our Bid is accepted, to deliver and commission the Services, in accordance with the delivery schedule specified in the schedule of requirements.

We agree and undertake to abide by the bid terms of IDBI Bank including the rates quoted therein for the locations awarded by IDBI Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We shall sign the Agreement in the format specified in this RFP (Request for Proposal) Document and until the same is executed, this Bid, together with relevant documents duly initialed / executed shall constitute a binding contract between us.

We agree and undertake that, in competing for (and, if the bid is accepted by you) the above contract, we will strictly observe all the applicable laws inter alia, in particular, against fraud and corruption in force in India and similar laws and also strictly abide by and observe all applicable laws.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue / re-commence/ retender/cancel the Bid process. Any decision in this regard by you shall be final, conclusive and binding on us and acceptable to us.

Dated this …….. Day of ……..2016.

(*Signature*) (*Name*) (*In the capacity of*)

Duly authorized to sign bid for and on behalf of (Company /Bidder)_____

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

FINANCIAL BID

SERVICE CHARGE BASED BID :

1) Service charges as percentage _____ (in figures) ---------- (in words) of the monthly cost of Minimum wages notified under 'Watch and Ward services' by the Central Govt. plus all applicable other statutory payments payable towards deployment of unarmed/armed guards.
2) In case of discrepancy between figures and words, the amount in words shall prevail.
   a) In case of a tie between various bidders, the latest Annual turnover figure of each such Bidder shall be considered and the bidder with the higher annual turnover shall be identified as the lower ranked bidder (towards L1) amongst them and others in the tie shall be ranked accordingly.

SIGNATURE: - **DESIGNATION: -**

NAME: - **SEAL OF COMPANY**

NOTE:

1) The service charges quoted by the service providers shall include its overheads, profit, levies, taxes, insurance, travel etc. Bank will reimburse Rs. 125 /- p.m. towards Uniform Cost and Rs. 110/-p.m. towards Washing Allowance to service provider uniformly across the country in order to maintain proper dress code for guards. Further HRA @ 5% on Basic Pay (as per the 'Watch and Ward services' schedule of employment under Central Govt) would be reimbursed by the Bank, uniformly across the country.
2) The service providers are expected to keep themselves updated with the latest notification of the Central/ State Govt. specified for watch and ward/ security services and other applicable statutory payments and factor the same while submitting the financial bids.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

ANNEXURE

(SAMPLE ONLY)

REF.NO.: SGB/DA/DBP/2016-949.
Office of the .....
SECURITY GUARDS BOARD FOR
BRIHAN MUMBAI & THANE DISTRICT.
D-301/E-301, Sanpada Railway Station Complex,
Sanpada, Navi Mumbai-400 705.
Ph.No.022-27751385/022-27751386. Fax.022-27751387

DATE :- 15th February, 2016.

ORDER

Sub :- Increase in the Special Allowance/Dearness Allowance & H.R.A. w.e.f. 1st January, 2016.

The Board had revised the Special Allowance/Dearness Allowance and House Rent Allowance of the registered Security Guards/Officers w.e.f. 1st July, 2015 to 31st December, 2015 vide this Office Order No.SGB/DA/DBP/2015-4275, dtd. 11.08.2015.

The Competent Authority, under Minimum Wages Act 1948, Mumbai, vide its Order No.RW/MWA/SA/2016-1/Desk-10, dtd. 04.02.2016 declared the rates of Special Allowance/ Dearness Allowance for the period from 1st January, 2016 to 30th June, 2016 @ Rs. 2,953.80 p.m. In accordance to this the Board has decided on 11.2.2016 to revise the Special Allowance/Dearness Allowance and House Rent Allowance payable to the Registered Security Guards/Officers of the Board for the period from 1st January, 2016 to 30th June, 2016. Accordingly the rate of Special Allowance/Dearness Allowance of the Security Guard/Officer is Rs. 2,953.80 p.m.

House Rent Allowance @ 10% on Minimum Wages (Basic Wages + Special Allowance/ Dearness Allowance) is also made applicable to the Security Guards/Officers. The rate of Basic Wages, Conveyance Allowance, Education Allowance & Washing Allowance will remain same as per the Order of the Board Ref. No.: SGB/Chairman/2015-6698. dtd. 23rd November, 2015.

STATEMENT OF WAGES & ALLOWANCES FOR THE PERIOD FROM 1ST JANUARY, 2016 TO 30TH JUNE, 2016.

S.N	Category	*Basic Wages	*Spl. All. / D.A.	H.R.A.	C.A.	Edu. Allo	W.A.	Total Wages & Allowances	Levy @ 46.75% on Basic, Spl All Rs.	Levy @ 4.75% on HRA, CA & Edu All. Rs.	Total Rs
1	Security Guard/Lady Searcher	6900.00	2953.80	985.00	900.00	800.00	500.00	13038.80	4,606.65	127.50	17,772.95
2	Head Guard	7175.00	2953.80	1013.00	900.00	800.00	500.00	13341.80	4,735.20	128.90	18,205.90
3	Security Supervisor	7875.00	2953.80	1083.00	900.00	800.00	500.00	14111.80	5,062.50	132.20	19,306.50
4	Asstt. Security Officer	8100.00	2953.80	1105.00	900.00	800.00	500.00	14358.80	5,167.65	133.20	19,659.65
5	Security Officer	8550.00	2953.80	1150.00	900.00	800.00	500.00	14853.80	5,378.00	135.40	20,367.20
6	Chief Security Officer	9000.00	2953.80	1195.00	900.00	800.00	500.00	15348.80	5,588.40	137.50	21,074.70

* Basic Pay + Special Allowance/Dearness Allowance = Minimum Wages

It is obligatory on the part of the registered Principal Employer to pay Levy 46.75% on the Minimum Wages i.e. the amount of Basic Wages + Special Allowance/Dearness Allowance and to pay 4.75% levy on House Rent Allowance, Conveyance Allowance and Over Time Wages. The Principal Employer in the Non-ESIC Zone are required to pay Levy @ 43% on Minimum Wages i.e. the amount of Basic Wages + Special Allowance/Dearness Allowance.

Over Time Wages should be calculated at double the normal rate, on Minimum Wages. (i.e. Basic Wages + Special Allowance/Dearness Allowance). All Registered Principal Employers are hereby directed to remit the Wages, Allowances & Levy thereon at revised rates w.e.f. 1st January, 2016 in respect of registered Security Guards allotted to them.

(B.B. PAWAR)
CHAIRMAN
SECURITY GUARDS BOARD FOR
BRIHAN MUMBAI & THANE DIST.

Copy forwarded for necessary compliance.
To,
M/s....., Regn.No.:....., Unit No.: .....
.....

This being a computerised printed copy, signature is not required.

*Local/Mydoc/WGREVNOTICE 15 - 1 July 16 in Mar & Eng pg2

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

Specimen Copy of the Cost details per month

1	**Basic (which includes Variable DA)**	**As per the notification by Central Govt. under the schedule employment of "Watch & Ward services" for Armed and Unarmed Guards.**
2	**Uniform Allowance**	**125 PM**
3	**Washing Allowance**	**110 PM**
4	**PF-Employer Contribution**	**12 % on Basic**
5	**PF Admin & Employee Deposit Linked Insurance (EDLI) charges**	**1.36 % on Basic**
6	**ESIC-Employer Contribution**	**4.75 % on Basic**
7	**Bonus**	**8.33 % on Basic**
8	**Gratuity**	**4.81 % on Basic**
9	**Labour Welfare fund-Employer Contribution**	**Applicable as per the respective State Labour Welfare Act, if any.**
10	**HRA**	**5% of Basic**
	Any other statutory payment as applicable.	

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(TO BE ENCLOSED WITH BOTH THE TECHNICAL AND FINANCIAL BIDS)

OPTION OF CLUSTER FOR WHICH THE BIDDER HAS SUBMITTED BIDS / QUOTES

(ONE BIDDER CAN BID FOR MAXIMUM TWO CLUSTERS AND MINIMUM ONE COMPLETE CLUSTER. PLEASE REFER TO TABLE OF STATES INCLUDED IN EACH CLUSTER AT PAGE NO.11 OF RFP DOCUMENT AND BELOW)

***(WRITE YES OR NO IN THE SPACE PROVIDED)**

a) CLUSTER A – _____*(YES OR NO)

b) CLUSTER B – _____*(YES OR NO)

c) CLUSTER C- _____*(YES OR NO)

d) CLUSTER D-_____*(YES OR NO)

e) CLUSTER E-_____*(YES OR NO)

Clusters	States/U.T. allocated
North (NC) - A	J & K, Himachal Pradesh, Punjab, Chandigarh, Haryana, Delhi, Uttar Pradesh, Uttarakhand, Rajasthan
East (EC) - B	West Bengal, Odisha, Chhattisgarh, Bihar, Jharkhand, Sikkim
West (WC) - C	Maharashtra, Goa, Madhya Pradesh, Gujarat, Daman & Diu
South (SC) - D	A.P., Karnataka, Telangana, Tamil Nadu, Kerala, Andaman & Nicobar, Puducherry.
North East (NEC) - E	Assam, Meghalaya, Arunachal Pradesh, Manipur, Nagaland, Tripura, Mizoram

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Instructions for filling Financial Bid

A. In order to identify the lowest bidder (L1) and other bidders in the order, Service charges as a percentage of the monthly charges would be considered.
B. Only in the case of a tie between two or more bidders based on service charges , the annual turnover of the bidders would be evaluated/ considered for identifying/ ranking of the bidders.

AUTHORISED SIGNATORY _____ **DESIGNATION: -** _____

NAME: - _____ **SEAL OF COMPANY**

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

Bank Details (of Bidder) :

(To be included in Technical Bid Envelope)

1	Name of the Bank	
2	Address of the Bank	
3	Contact Person	
4	Telephone No.	
5	Fax No / e-mail	
6	Details of :- Over Draft Limit/ Credit Limits/ Borrowings/ Loans	1. 2. 3.

Corporate Authorization details.

Note: This statement has to be duly attested by the banker.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Bankers Attestation

Signature:

Name of the Manager:

Designation:

Banker Seal:

(Copies of All authorizations should be attached).

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

Confirmation/Information of Infrastructure Availability Details of the Bidder:

Confirmation of Infrastructure Availability Details of the Bidder :					
Sr. No.	Location (Name of major cities)	Operational / Execution capabilities / facilities, whether available (Yes / No)			
		Recruitment Facilities	Legal / Compliance capabilities	Infrastructure to extend on line support	Supporting staff / facilities to provide other administrative support to the branches
1		(Yes / No)	(Yes / No)	(Yes / No)	(Yes / No)
2		(Yes / No)	(Yes / No)	(Yes / No)	(Yes / No)
3		(Yes / No)	(Yes / No)	(Yes / No)	(Yes / No)
4		(Yes / No)	(Yes / No)	(Yes / No)	(Yes / No)
5		(Yes / No)	(Yes / No)	(Yes / No)	(Yes / No)
6		(Yes / No)	(Yes / No)	(Yes / No)	(Yes / No)

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

Deed of Indemnity

This Deed of Indemnity executed at Mumbai on the _____ day of _____(month, year) by M/s (name of security service provider) the SS provider, a Company registered under Companies Act 2013 and having its Registered Office at _____(hereinafter called "the Obligor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors)

IN FAVOUR OF

IDBI BANK LIMITED, a Company within the meaning of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter referred to as "**IDBI Bank** " which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns).

WHEREAS

1. The Obligor has

    1. Offered to provide to IDBI Bank the Services as defined in the Agreement dated _____ made between the Obligor and IDBI Bank (the Agreement) and the Bid documents and other related documents (the said documents) subject to certain terms, conditions, covenants, provisions and stipulations contained therein.
    2. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for performing / rendering the Services to IDBI Bank contemplated under the said documents and further represented and warranted that the Services offered to the IDBI Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal, environmental under the various labour and industrial laws. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the period of rendering the Services / tenure of the Agreement to the satisfaction of IDBI Bank;

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

3. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contractual arrangement(s) with IDBI Bank under the said documents; relying and based on the aforesaid representations and warranties of the Obligor, IDBI Bank has agreed to avail the Services of the Obligor on the terms and conditions contained in Agreement with the Obligor;

One of the conditions of the Agreement/ the said documents is that the Obligor is required to furnish an indemnity in favour of IDBI Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the rendering/ performing of the Services envisaged under the said documents as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

1. In consideration of IDBI Bank having agreed to award the Bid and the aforesaid assignment of providing Services to the Obligor on the terms and conditions contained in the Agreement / the said documents, more particularly described and stated therein, the Obligor do hereby agree and undertake that:

1.1 The Obligor shall, at all times hereinafter, save and keep IDBI Bank harmless and indemnified, including its respective directors, officers, agents, representatives, and employees, etc. and keep them indemnified from and against any claim , demand, losses, liabilities ,allegations or expenses and unfair/unlawful practices etc of any nature and kind whatsoever and by whomsoever made in respect of the Services or the said documents and any damage caused from and against all suits and other actions that may be threatened, instituted, taken or preferred against IDBI Bank including its respective directors, officers, agents, representatives, and employees, etc by whomsoever and all losses, damages, costs, charges and expenses that IDBI Bank including its agents, representatives and employees, etc may incur by reason of any claim / demand made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the damages, if any, arising from fraudulent or criminal acts as well or any omissions, which may occur while performing the Services or otherwise ,under the said documents etc.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

1.2 The Obligor further agrees and undertakes that the Obligor shall, during the contractual arrangements under the said documents, ensure that all the permissions, authorizations, consents are obtained from the local and / or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

1.3 If any additional approval, consent or permission is required by the Obligor to execute and perform the Agreement or Services under the said documents, they shall procure the same and / or comply with the conditions stipulated by the concerned authorities without any delay.

1.4 The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of IDBI Bank.

1.5 The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the obligations under this indemnity or prejudice or diminish the obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to IDBI Bank).

2. This indemnity shall survive the Agreement.

3. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Agreement and or as stated above.

4. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any of this indemnity may be brought in the Courts / Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court / Tribunal in any such action, suit or proceeding.

5. IDBI Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI Bank.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of

_____

By the hand of

_____

The authorised official

_____

Of the Obligor

Notes:

1. To be stamped as an indemnity bond in accordance with the local stamp laws at the place of execution.

   Relevant authorizations to be collected in case of (a) Company - certified copy of the relevant board resolutions, power of attorney, certified copy of the latest memorandum and articles of association be obtained (b) partnership - copy of the partnership deed together with the registration extract evidencing registration of the partnership firm, letter of authorization/mandate from the partnership firm authorizing the execution of documents on behalf of the partnership firm, power of attorney, if any.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

POWER OF ATTORNEY/AUTHORIZATION LETTER

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the Company) _____ (address of the registered office) _____ do hereby appoint and authorize Mr. _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for providing security Services, in response to the RFP (Request for Proposal) by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our bid / offer We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2016

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

Note:

1. The mode of execution of the Power of Attorney/ Authorization Letter should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

The Undertaking cum- affidavit on Stamp Paper (Legal) should be duly stamped as per the applicable local stamp laws and duly Notarized

UNDERTAKING CUM AFFIDAVIT

Offer for Selection as SS Provider ,for Providing Security Services to IDBI Bank Ltd.

Dear Sir/ Madam,

1. Having gone through the RFP, I / We hereby offer for selection of our Company / Firm/LLP as SS Provider in conformity with your requirement.

2. It is certified that the information furnished herein and the documents submitted is true and accurate and nothing has been concealed or tampered with, after downloading from Bank's website. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information/ documents.

3. Further, in the event of our Company / Firm/LLP being selected/ selected for providing services with IDBI Bank as SS Provider, I/we agree to enter into and execute the necessary contract agreement specified , as per the format specified by IDBI Bank. I am/ we are aware that the selection does not guarantee any work order or business to be necessarily given by IDBI Bank. In the event of getting a contract, I/We agree to comply with all terms stated with agreement and discharge the entire obligation with due diligence, efficiency & timeliness, as required by the Bank.

4. We, the Bidder fully understand that any attempt to visit or meet Top management officials of the Bank after issue of public notice and till finalization of the RFP for SS Provider, it shall be construed by the Bank as an unlawful attempt by the bidder to influence the RFP/ Bid process and may invite disqualification from bidding/ punitive action/blacklisting. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the Bank.

5. I/we fully understand that the Selection/provision of services, shall be for only [•] year (Extendable by [•] at a time, solely at the discretion of IDBI Bank) from the date of intimation letter issued by IDBI Bank and the maximum period for Security Services shall be provided by us shall be decided by the Bank.

6. We further understand and certify that all our security deposit with IDBI Bank shall stand forfeited permanently, besides our agency/ company being blacklisted and our contract terminated immediately at all locations, if we at any time, resort to/ are found to be using any unethical/ unlawful business practices/means including blackmailing of Bank officials or malafide use of electronic devices like camera, recordings etc. It shall also include the orchestration & tie up for use of various pressures, from Govt. officials/

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

politicians/ labour department officials etc, on the Bank, for promoting/ furthering/ growing own business or attempt to reverse termination/ ending of contract, by using the above mentioned means. It shall also include engineering the filing of frivolous cases in the court or managing a stay order from court against the Bank, with an aim of somehow, continuing the services to the Bank and continue to obtain business and payments from the Bank during the period of stay order.

Thanking you,

Yours faithfully,

Signatures of Authorized Signatory /Permanent Director/Chairperson of the Company
Name:
Designation: Company/Common seal

Address:

NOTARY(LEGAL)

Notary Public- Seal
-Name
-Date

(Details)

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Non-Disclosure Agreement

(On Stamp Paper of appropriate value)

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a Company within the meaning of the Companies Act, 2013 (18 of 2013) and a banking Company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called "the IDBI Bank) which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the one part and ……. (*Name of SS provider*) of …… (Please specify the location of registered office of the *(SS Provider)* (hereinafter called "the *SS Provider* –SSP" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the other part;

WHEREAS, the SS Provider is aware and confirms that the information, data, drawings lists, scope of work, and other documents made available in the Bid Documents / the Agreement and thereafter regarding the Services as furnished by the SS Provider, or otherwise and the SS Provider is aware that all the Confidential Information under the Bid Documents/the Agreement is privileged and strictly confidential and/or proprietary to IDBI Bank Ltd.

For the purpose of this Agreement, "**Confidential Information**" means, (i) all proprietary or internal information related to the current, future and proposed security; plans and strategies, and other relevant information related to the security in the premises / establishments of IDBI Bank including but not limited to deployment of security personnel, location of cameras, and other electronic security and surveillance gadgets, installed / to be installed and the names of the service providers / maintenance contractors and nature of services provided by such service providers / maintenance contractors and their personnel deployed for installation, maintenance and up-keep of electronic security surveillance / gadgets.; (ii) information disclosed pursuant to this Agreement or otherwise and (iii) all such other information which by its nature or the circumstances of its disclosure is confidential.

NOW THEREFORE, in consideration of the foregoing, the SS Provider agrees to all of the following conditions, for IDBI Bank, to grant the SS Provider specific access to IDBI Bank's property/information and other data.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

It is hereby agreed as under:

a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

   i) Maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

   ii) Make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

   iii) Restrict access and disclosure of confidential information to such of their employees, agents, Security Service Providers, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

   iv) ***Treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

   i) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

   ii) Is independently developed by the recipient without breach of this Agreement;

   iii) Is in the public domain;

   iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;

   v) Is released from confidentiality with the prior written consent of the other party.

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The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Agreement may require the SS Provider's personnel to be present on premises of IDBI Bank or may require the SS Provider's personnel to have access to currency for onward transit or processing and databases of IDBI Bank while on or off premises of IDBI Bank.

d) It is understood that it would be impractical for IDBI Bank to monitor all information made available to the SS Provider's personnel under such circumstances and to provide notice to the SS Provider's of the confidentiality of all such information. Therefore, the SS Provider agrees and undertakes that any technical or business or transit or other information of IDBI Bank that the SS Provider's personnel, or agents acquire while on IDBI Bank premises, or through access to IDBI Bank offices or databases while on or off IDBI Bank premises, shall be deemed Confidential Information.

e) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of IDBI Bank in respect of the Confidential Information.

f) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

g) The provisions hereunder shall survive termination of the Agreement.

h) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the parties.

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Authorized Signatory

(Name of the Security Service Provider)

Name :

Designation :

Office Seal :

Place:

Date:

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15. Performance Security/Guarantee Form

Bank Guarantee/Performance guarantee Deposit to be maintained in IDBI bank Account No.	_____ _____ _____
Name of the IDBI Bank Branch (Location)	_____
Bank Guarantee Amount/ Performance guarantee Deposit amount	Rs.------ _____
Expiry Date	
Claim Amount	
Account No.	

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GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Eleven.

BY:

_____ Bank, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1970/1980, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a Company registered under the Companies Act, 2013 (18 of 2013) and a banking Company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places as mentioned in Annexure II (hereinafter referred to as "**Bank**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on ----------, at Mumbai, has entered into the Agreement with ---------- Ltd, a SS Provider within the meaning of the Companies Act, 2013 (18 of 2013) and having its registered office at ----------.

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2. **AND WHEREAS** pursuant to the Bid Documents, the Agreement dated……. and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s……. and M/s……. has agreed to provide to the Bank ……. , more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "**the Services**"), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has entered into the Agreement dated ……., with M/s. …… (hereinafter referred to as "**SS Provider**" which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors), subject to the terms and conditions contained in the said documents and the **SS Provider** has duly confirmed the same.

4. **AND WHEREAS** the **SS Provider** has duly signed the said documents.

5. **AND WHEREAS** in terms of the Agreement, the **SS Provider** has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank acceptable to the Bank for securing …….towards faithful observance and performance by the **SS Provider** of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

6. **AND WHEREAS** at the request of the **SS Provider**, the Guarantor has agreed to guarantee the Bank amounting to Rs …….. (*In words*) towards faithful observance and performance by the **SS Provider** of the terms of the Agreement.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

7. The Guarantor hereby guarantees and undertakes to pay, on demand/monthly basis/or as and when penalty is imposed upon the vender/ or demanded by IDBI Bank , to the Bank at its office at Mumbai forthwith, the …….or any part thereof, as the case may be, as aforesaid due to the Bank from the **SS Provider** , towards any loss, costs, damages, etc, suffered by the Bank on account of default of the SS Provider, sub-standard/poor quality service, frequent absence of Security Guard from the duty without immediate replacement,/ loss, costs, damages, etc. suffered by the Bank on account of default of the **SS Provider** in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement, without any demur, reservation, contest, recourse or protest or without any reference to the **SS Provider** . Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **SS Provider** or any dispute between the Bank and the **SS Provider** pending before any Court, Tribunal, Arbitrator, or any other authority.

1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

2. The Bank shall be the sole judge to decide whether the Contractor has failed to perform the terms of the Contract for providing the Security Services by the Security Service Provider to the Bank, and on account of the said failure what amount has become payable by the Contractor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

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3. To give effect to this Guarantee, The Bank, may act as though the Guarantor was the principal debtor to The Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
   i) Any change in the constitution or winding up of the **SS Provider** or any absorption, merger or amalgamation of the **SS Provider** with any other SS Provider, corporation or concern; or
   ii) Any change in the management of the **SS Provider** or takeover of the management of the **SS Provider** by the Government or by any other authority; or
   iii) Acquisition or nationalization of the **SS Provider** and/or of any of its undertaking(s) pursuant to any law; or
   iv) Any change in the constitution of IDBI Ltd/ **SS Provider** ; or
   v) Any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
   vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of ……. (*In words*).
6. This Guarantee will expire on _____. Any demand or claim under this Guarantee must be received by the Guarantor by (date)_____.
7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefore the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

I have read and hereby correctly state all data as required, and accept all terms/conditions/ criteria and other aspects, mentioned above on this page which has not been modified, unconditionally. Signature (with Company's Seal) _____ of (Authorized Signatory/ Director of the SSP)

IN WITNESS WHERE, OF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor, Company Seal of the SS Provider

(Signature)_____,

By the hand of Shri._____, Dated:

It's authorized official.

(Designation of the signatory)

(Registered name of the SS Provider Company)----------

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