ANNEXURE VI

(Non-Judicial Stamp Paper of requisite value)

DRAFT FORMAT FOR SERVICE LEVEL AGREEMENT FOR DEPLOYMENT OF EX-SERVICEMEN ARMED GUARD
(to be signed by Bidder on award of contract)

This agreement is entered on ......< date > .... between Corporation Bank, a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, having one of its branches at ...<Name OF Branch>...., represented by Sri/Smt. ......< name > ....having its Office at .....< address > ....hereinafter referred to as the First Party/The Bank (which expression shall wherever the context so admits means and includes administrators, assignees, etc.,).

AND

The Private Security Agency M/s. ......< name of PSA> .... represented by its Sri ......< name of Director/s/Proprietor/s/POA Holder/s >....and having its office at ......< address > ....hereinafter referred to as the Private Security Agency (PSA) which expression shall wherever the context so admits, means and includes his legal representatives, successors, assignees as the Second Party/PSA.

Whereas the PSA which is a Security Agency providing security services has agreed to provide Ex-Servicemen (esm) Armed Guard to the Bank as per its requirements, as per the terms & conditions set out in the work order at the following installation of the Bank;

Preamble

Whereas, Corporation Bank desires to avail the services of PSAs for “Deployment of ESM Armed Guard at .....branch ”. The Bank invited offers from the PSAs who have requisite infrastructure and capable of providing Watch and Ward Services.

In response to Bank’s request, M/s. ......< name of PSA> .... submitted its offer and has represented that it is engaged in the business for “Deployment of ESM Armed Guard at ..........branch” and M/s. ......< name of PSA> .... had further represented to Bank that it has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to provide required and related support services to Bank. Relying on representations of M/s. ......< name of PSA> ...., and other applicable criteria, M/s. M/s. ......< name of PSA> .... was declared the successful bidder in the OFFER evaluation process.
Accordingly Bank had issued the following work Order for “Deployment of ESM Armed Guard at branches” which was duly accepted by M/s. ....< name of PSA> ...;

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<tr>
<th>Sl. No.</th>
<th>Indent /WO No. &amp; Date</th>
<th>Particulars</th>
<th>Rate / value in Rs.</th>
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<tr>
<td>1</td>
<td>&lt;Ref. No. ........ dated&gt;</td>
<td>“Deployment of ESM Armed Guard at....... branches”.</td>
<td>As per Para-2- as given below</td>
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A copy of the Offer /Tender document provided to M/s. ....< name of PSA> ....which was uploaded on the bank’s website or provided to the PSA directly, dated ....< date > .... and indent/work Order are annexed with this Agreement as Annexure A and made integral part of this Agreement. It was one of the conditions of the Tender/PO that Bank will execute an Agreement with M/s. ....< name of PSA> ..., which shall include the scope of all the services and terms and conditions of the Services to be extended as detailed herein, and which will be valid for a period of one year w.e.f., < date > till < date > with an option in favour of the bank to renew the contract for a further period of two years for the purpose of “Deployment of ESM Armed Guard at ............branch” on the terms and conditions mentioned hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. An ESM Armed Guard will be deployed at the branch for one-shift of 8 hours as per the Bank’s requirement and as per the timing to be decided by the Bank on all working days. Moreover, he may be escorting day to day cash remittances from branch to Currency Chest/branches and vice-versa. Apart from his duties at the branch premises, he will also be responsible for security of On-Site E Lobby/ATM during the duty hours.

2. The consolidated monthly charges for one guard will be Rs. @............ (Rupees.............) per month, per guard, for eight hours shift plus GST at the applicable rate, extra as per the minimum wages notified by the Chief Labour Commissioner (Central),Government of India, New Delhi or the State Labour Department from time to time for Watch &Ward under Central sphere.

2. The PSA shall maintain up to date record of ESM Armed Guards as per Shops and Establishment Act and will discharge all obligations under various labour laws viz. EPF Act, ESI Act, Gratuity Bonus Act, Workmen’s Compensation Act, Contract Labour (Regulation and Abolition Act), Minimum Wages Act or any other State/Union Legislation in respect of guards engaged by eh PSA.

3. The PSA shall comply with all the provisions, laws of the land applicable while providing security guards to the Bank.
4. The **ESM Armed Guard** deployed shall be required to report for work at specified shift duty hours and remain in the designated post till the end of the shift. In case, the post is vacant on any shift/day, the selected PSA shall immediately provide replacement. In case the PSA fails to provide replacement, the wages for that shift/day shall be deducted, on pro rata basis and PSA is liable to make good the financial/other losses suffered by the Bank.

5. **ESM Armed Guard** should be from Army/Navy/ Air Force and holding valid gun license for .12 bore DBBL gun. He should have Adequate knowledge of first aid and firefighting. While On duty only .12” Bore Cartridges of KF make are permitted to be used.

6. The age of ESM Armed guard should not be more than **55 years**.

7. Knowledge of at least two of the three languages- Local/Hindi/English is essential.

8. The following documents in respect of each ESM Armed guard deployed should be furnished, before the commencement of contract:

   9.1. List of trained ESM Armed guards identified/selected by PSA for deployment with Bio data i.e. Copy of Service record, date of birth, age, qualification address, photograph etc.

   9.2. Training certificate in Form IV issued by training /institute /organization.

   9.3. Certified copy of the Police verification report/character certificate in Form III.

   9.4. The Copy of Aadhar card of the ESM Armed Guard be submitted by the PSA to the currency chest long with the master copy of the same to Zonal Office. In case of change of any crew member, the same should be submitted again.

   9.4. **Copy of Gun License.**

9. The PSA shall provide proper uniform and identity card in Form IX, to the ESM Armed guard deployed at site having the photograph of the person and personal information such as name, designation, address and identification mark etc.

10. Equipment - whistle, torch, uniform including rain coat, jersey etc., - for efficient discharge of duty by the security guard shall be provided by the selected PSA (at their own cost) and should be in good presentable condition.

11. The ESM Armed should be medically and physically fit, mentally sound and not suffering from any contagious/major disease and be able to read & write in English. **The Bank reserve the right to reject a guard without assigning any reason.**

12. Duties of the ESM Armed guard at the branch to be framed by the PSA with the consultation of Zonal Security Officer and signature of the security guard to be obtained having understood his/their duties. The same may be held in records for checking of duties by Security Supervisor. A copy in an understandable language may be made and handed over to the security guard under acknowledgement.
13. The PSA shall designate/deploy a field officer/ security supervisor at its own cost who would regularly interact with officers of the Bank twice a week, for better co-ordination, utilization of services, optimal manpower deployment etc. He shall carry out the checking of the ESM Armed Guard deployed for alertness and brief/debrief him. The PSA shall provide a “Guard Checking Register” with the guard deployed at each site for purpose of check carried out by the PSA/The Bank authorities.

14. The Armed security guard will report for the duty punctually at the Site and he will function diligently and will not leave the site during his shift. He will perform the duties with a Double Barrel Breech Loaded (DBBL) Gun, for which he must have valid Gun license on his own name or on the name of the PSA with endorsement of his name as retainer.

15. The PSA shall ensure that no familiarity develops between the ESM Armed guard and the Bank Staff. Further, the PSA shall ensure that the ESM Armed guard does not indulge in any activities including money transactions, which may tarnish the image of the Bank.

16. The PSA should ensure that the ESM Armed guard shall not accept any eatables, tea/coffee, tobacco etc., from the strangers.

17. The PSA will arrange to send a substitute whenever the regular ESM Armed is absent on leave, etc.

18. The PSA will be responsible for compliance of all statutory provisions relating to Employees Provident Fund, and Employees State Insurance etc., in respect of the security guards deployed at the branch of the Bank.

19.1. The PSA shall maintain up to date record of security guard as per the relevant Acts in force and will also provide his/their EPF (ECR Copy of EPF along with PF Challan ), ESI with form VI(H/Y ) etc. as applicable under the Act.

19.2. The required attested copies should be submitted to Branches / Zonal office on a monthly basis along with copy of their salary slips for our records.

19.3. PSA/s to provide EPF account numbers of each guard deployed and photocopy of ESIC membership to branch/office and Zonal Office within 45 days of deployment, failing which Bank will be entitled to recover EPF & ESIC portion so paid and terminate the contract.

19.4. PSA will directly credit the monthly wage to the bank a/c of the ESM Armed opened in branch of the Bank.

19.5. The PSA will not deduct any other amounts from the wages of the ESM Armed other than mandated by the statutory authority.

19.1. Non-compliance of the above will be treated as deficiency in the service and may result in premature termination of the contract. Penalties, dues etc., if imposed by the government/appropriate authorities, shall be recovered from the PSA.
20. The PSA will provide third party insurance cover to the ESM Armed guards.

21. The PSA will take full responsibility for all Acts of Commission and/or omissions by The ESM Armed guards posted at the site and meet all liabilities arising out of a situation created by the guards. The PSA will change the security guard immediately on instructions from the Branch Head, if the posting of that particular guard in the Bank is not acceptable.

22. The PSA shall change the guard immediately on getting instruction from the Bank if performance of that particular guard is not acceptable or found physically/medically unfit and decision of the bank is final in this regard.

23. Neither the PSA nor any of their ESM Armed guard will have any claim against the Bank for any liability arising out of any commission/omission caused by the Armed security guard while on duty at the branch except the compensation payable to PSA in Point 2 above, for the security guard/s taking preventive action against any criminal act against the bank’s Site.

24. In return for fixed sum/rates, the PSA will at its own risk and Cost provide services of the guards as per requirement of the Bank purely on Contractual Basis.

25. The ESM Armed guard deployed by the PSA under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, part time/ confirmed employees of the Bank, during and/or after expiry of the contract. In case of termination of the contract also, the Armed security guards deployed by the PSA shall not be entitled to any or /and will not have any claim for absorption or relaxation for absorption in the regular / otherwise, in any capacity in the Bank.

26. The PSA shall be absolutely responsible for the payment of salary, all other statutory obligations for the guard (or their dependents) employed on account of salary/wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the Bank has no connection in relation to such matters.

27. In case of any mishap sustained by the guard of whatsoever nature (minor/major/fatal including death during the course of duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the Bank.

28. If for any reason, compensation, cost etc. are paid by the Bank, the same shall be reimbursed by the PSA to the Bank without any demur, including interest at prevailing rate till settlement.

29. In the event of theft, pilferage or damage to the Bank’s property, after necessary investigations, if proved beyond doubt that the PSA/their ESM Armed guard/s is responsible, the selected PSA shall be responsible and make good all the losses/damage.

30. In case of any property loss/injury to any one of the bank staff due to negligence of the ESM Armed Guard or due to dereliction of duty or inattentiveness, all liabilities arising out of such incident will be fully met by the PSA.

31. While rotating/replacement the ESM Armed guard, which may be done once in a year, prior information should be given to the Branch Head/Zonal Security Officer.
32. Duty register shall be maintained by the PSA for guard and got verified the Bank daily, along with timings. In case the guard is absent from the place of duty, proportionate amount will be deducted from the bill payable to the PSA.

33. The PSA shall submit the bill in the first week of the subsequent month along with attendance sheet (duly verified and attested by the respective branch head) in respect of the ESM Armed guards deployed and payment of bills shall be made as per actual services. The PSA has to submit invoice/bill in the first week of the succeeding month for the services rendered in the preceding month. Payment will be released within a week from the date of submission of such bills complete in all respects. Wages of the deployed ESM Armed guard/s shall be credited to the individual’s Bank account, as per salary slip issued by the selected PSA.

34. The claim in bills regarding GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month’s bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of the Bank. Payment of the bill will be effected only on production of Printed Copy of Electronic Challan Return (ECR) of EPF for the previous wage month, with the particulars of ESM Armed guards deployed duly highlighted.

35. Printed copy of Form V for ESI Contribution for the relevant 6 monthly period, with the particulars of ESM Armed guards duly highlighted. PSAs should also submit ESI & EPF remittance with nominal roll of the ESM Armed guards and half yearly/yearly return under the respective Acts.

36. Tax shall be deducted at the source (TDS) as per the provisions of the Income Tax Department by the Bank and a certificate to this effect shall be provided to the PSA by the Bank.

37. The claim regarding GST etc., should be necessarily accompanied with documentary proof pertaining to the previous wage month. Any default/penalty arising would be recovered from the security deposit held by the bank.

38. In case of breach of any terms and conditions attached to this contract, and or resulting in loss of property / cash, the PSA will compensate the same to the Bank within two weeks from the date of incident, failing which the Security Deposit of the PSA will be liable to be forfeited besides annulment of the contract and legal measures for making good all the losses.

39. The PSA shall also furnish to the Bank the proof of having paid the wages to the ESM Armed guard engaged within one week of the disbursement of the wages to him. Payment will be by means of credit to his bank account. Wage slip/pay slip will be issued to ESM Armed guard/s without fail.

40. An onsite inspection of the PSA by the Bank’s internal/external auditors/RBI officials may be carried out during the contractual period and PSA shall also submit their audited Balance Sheet for perusal by the auditors.

41. This agreement shall also recognize the right of the Reserve Bank of India to cause an inspection to be made on the working of the contractor and its Book of Account by one or more of its officers or employees or other persons.
The PSA shall allow the Reserve Bank of India or persons authorized by it to access the Bank's documents, records or transactions and other necessary information given to, stored or processed by the PSA, within a reasonable time. In the event of the PSA not making accessible the above information to the Reserve Bank of India, the Bank shall be entitled to recover from the PSA, the penalty/ supervisory lapse fees, levied on it by the RBI.

The PSA is prohibited from using/disclosing Bank’s information even after termination of agreement.

The PSA shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from any action of the PSA or its employees or agents.

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e., Force Majeure.

45.1. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

45.2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

45.3. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

45.4. In such a case, the time for performance shall be extended by a period/s not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

45.5. Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

46. The Bank and the PSA shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the PSA have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
46.1. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the PSA. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.

46.2. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

46.3. During the period of dispute till it’s the resolution each party shall continue its obligations under this Agreement.

47. The PSA is prohibited from using/disclosing Bank’s information even after termination of agreement.

48. All other terms and condition mentioned in the Tender Documents and Work Order shall be part of this agreement.

49. The Bank shall have a right to terminate this agreement at one month’s notice without assigning any reason whatsoever and on such termination the Bank will have to get the service from other agencies or make such alternative arrangement, as it deems fit. If the termination is caused due to default or non-performance or unsatisfactory performance of the PSA then PSA shall be liable to pay damages being the extra cost/expenses to be incurred by the Bank. The PSA shall reimburse the amount claimed by the Bank immediately on demand.

50. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

51. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

52. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect 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 law.

53. This Agreement has been signed in duplicate, each of which shall be deemed to be an original.
54. Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld.

55. This agreement shall be governed by the laws in India and shall be subject to jurisdiction of Courts in Kolkata.

BRANCH HEAD
Name

(Branch Seal)

WE ARE AGREEABLE TO THE ABOVE TERMS AND CONDITIONS:

For M/s

(Authorised Signatory along with seal of the PSA)
Name

(Each and every page of this agreement to be duly signed and stamped by both the parties i.e., Bank Branch & PSA)