Annexure "3"

The Assistant General Manager
Head Office (Establishment)
The Delhi State Cooperative Bank Ltd.
31, Netaji Subhash Marg, Daryaganj,
New Delhi - 110002

Subject: Submission of Bid for Providing Security Services (Gunmen).

With reference to your Tender Notice published on ____________, we hereby submit our bid for providing trained and verified security personnel on a third-party payroll basis. We have read, understood and accepted all the terms and conditions outlined in the Service Level Agreement (SLA).

PART I: TECHNICAL PROFILE OF THE AGENCY

S. No.	Information Requested	Responses
1.	Name of the Security Agency	____________________________
2.	Registered Office Address	____________________________ __________________ PIN: ________
3.	Name & Designation of Authorized Signatory	____________________________
4.	Contact Number & Email ID	Mobile: ____________ Email: ____________________
5.	PASARA License Number (Attach certified copy - Mandatory)	Reg No: ____________ Valid Up To: _________
6.	PAN Card Number (Attach Copy)	____________________
7.	GST Registration Number (Attach Copy)	____________________
8.	EPF Registration Number (Attach Copy)	____________________________
9.	ESI Registration Number (Attach Copy)	____________________________
10.	Demand Draft	DD No.__________ Date________ Bank Name:____________________

PART II: FINANCIAL BID

We agree to provide security personnel. Our commercial quote is as under:

S. No.	Description	Rate Per Guard (Armed Gunman)[INR Per Month]
A	Base Minimum Wage (As per latest Central/ Delhi Govt. notification)	____________________
B	Statutory Components (EPF, ESI, Bonus, Leave, Gratuity, etc.)	____________________
C	Agency Service Charge	____________________
D	Any Other Charges	
Total	Gross Monthly Cost Per Head (Including GST)	Rs. __________________

PART III: DECLARATION & UNDERTAKING

1. **No Employer-Employee Relationship:** We explicitly certify that all gunmen deployed shall strictly remain on our third-party payroll. We guarantee that no deployed personnel shall have any legal right or grounds to claim permanent employment, regularisation, or wage parity from the Bank under any circumstances.

2. **Compliance Guarantee:** 100% accountability for regular payroll clearance, timely deposition of monthly EPF/ESI ECRs, and maintaining valid Police Verification Certificates for all personnel.

3. **Medical Responsibility:** It is unconditionally agreed that the Bank shall have ZERO liability or responsibility regarding the medical fitness, healthcare, mental health, or medical treatment of any deployed personnel (including Gunmen).

4. **Medical Contingencies / Accidents:** In the event of any illness, physical ailment, injury, accidental mishap, or death of any security personnel on or off duty within the Bank premises, the Agency shall be solely liable for all medical expenses, compensations, insurance claims, or legal liabilities. The Bank stands completely indemnified against any such medical or financial claims.

5. **Acceptance of EMD Conditions:** We have enclosed a Demand Draft bearing No. ___________________ Dated _____________ for Rs. 25,000/- as Bid Security. We explicitly agree that if we emerge as the L1 bidder and fail to execute the contract or back out from the SLA terms, the Bank has the absolute right to forfeit our Demand Draft. We also understand that if we are L2/L3 and choose not to match the L1 rate, our DD will be returned to us without any forfeiture.

List of Enclosures Attached:

- [ ] Certified Copy of PASARA License (Mandatory)
- [ ] Copy of PAN, GST, EPF, and ESI Registration Certificates

Signature and Stamp of Authorized Signatory: __________________

Full Name: ______________________
Date: ____________________
Place: ____________________

Annexure-"2"

SPECIAL TERMS & CONDITIONS / SERVICE LEVEL AGREEMENT (SLA)

Submission of a bid shall constitute unconditional acceptance of all the terms and conditions contained herein. No deviation, qualification, conditional offer or counter-condition shall be entertained unless specifically accepted in writing by the Bank. In the event of any conflict or inconsistency between these Special Terms & Conditions and any other provision of the Tender Document, the provisions of these Special Terms & Conditions shall prevail to the extent of such inconsistency.

1. **Interpretation**
   The headings used in these Special Terms & Conditions are for convenience only and shall not affect the interpretation of any provision. The decision of the Bank regarding the interpretation of these Terms & Conditions shall be final and binding on all bidders.

2. **Deployment & Eligibility**
   a. Personnel: Agency shall provide trained, physically fit, and verified security gunmen.
   b. Background Check: All deployed personnel shall possess a valid Police Verification Certificate. Verification of the character, antecedents and previous employment of all deployed personnel shall be the sole responsibility of the Agency. Self-attested copies of the Police Verification Certificate, Aadhaar Card or any other Government-issued identity proof acceptable to the Bank shall be submitted to the Bank's Establishment/Security Section prior to deployment.
   c. Age & Qualifications: Guards should ordinarily be between 21-50 years of age, matriculate (10th pass), and able to read/write. Gunmen must possess a valid and active arms license.
   d. The Bank reserves the right to reject any deployed security personnel without assigning any reason, and the Agency shall replace such personnel immediately.

3. **Attendance & Turnaround Time (TAT)**
   a. 100% Deployment: The Agency shall ensure uninterrupted deployment of the sanctioned number of security personnel on all working days and holidays.
   b. Shift Timings: Standard 8-hour shift as decided by the Bank.
   c. Replacement TAT: In case of planned leave, absence or sudden vacancy, the Agency shall deploy an equally qualified replacement within two (2) hours from the time such absence or vacancy is reported by the Bank.

4. **Payment Terms**
   a. Single-Point Billing: It is explicitly agreed and understood that the Bank shall only make a single, consolidated monthly lump-sum payment to the Agency against the verified monthly invoice. The rate quoted by the Agency and accepted by the Bank shall be inclusive of all costs, and the Bank shall not pay any additional amount, reimbursement, or direct contribution over and above the agreed contract rate.

5. **Statutory Compliance**
   a. Sole Liability of the Agency: The Agency shall comply with all applicable Central and State labour laws including, but not limited to, the Minimum Wages Act, 1948 (or the Code on Wages, 2019 upon its enforcement), the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees' State Insurance Act, 1948, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972 and all amendments or re-enactments thereof. All

The Delhi State Co-operative Bank Ltd. 31, Netaji Subhash Marg, Darya Ganj, New Delhi-02 *Head Office*

statutory liabilities, including wages, EPF, ESI, bonus, gratuity, taxes, insurance and other statutory dues shall be borne exclusively by the Agency. The Bank shall not incur any liability whatsoever towards such payments.

b. Monthly Proof: Monthly invoices will only be cleared upon submission of official receipts/ECRs of statutory deposits (EPF, ESI, etc.) of the previous month. The Bank reserves the right to withhold payment, wholly or partly, until satisfactory proof of statutory compliance is furnished.

c. Submission of forged, fabricated or misleading statutory records or documents shall constitute a material breach of the Tender Conditions and shall render the Agency liable for rejection of bid, termination of contract (where awarded), forfeiture of EMD/Performance Security, as applicable, and blacklisting/debarment by the Bank.

d. The Agency shall keep the Bank indemnified against any liability arising due to non-payment of wages or statutory dues.

e. **Wage Payment:** The Agency shall ensure payment of wages to all deployed personnel through bank transfer on or before the 7th day of every succeeding month and shall furnish proof thereof whenever required by the Bank.

6. Deployment Records & Inspection

a. The Agency shall maintain attendance registers, weapon issue registers, ammunition registers, inspection registers, wage registers and such other records as may be required under law.

b. All such records shall be produced before the Bank or any authority authorised by the Bank whenever called for inspection.

7. Uniform, Equipment & Identity

a. The Agency shall provide neat and clean uniforms, valid Identity Cards and all equipment required for discharge of duties at its own cost.

b. Guards must be properly groomed, disciplined and only in prescribed uniform.

c. Personnel are strictly prohibited from consuming alcohol or banned substances on or before duty. Any misbehaviour with bank staff or customers will lead to immediate removal and replacement of the concerned guard.

d. All deployed personnel shall fully cooperate with the Bank during security checks, CCTV review, investigations and internal enquiries whenever required.

8. Confidentiality

a. The Agency and its personnel shall maintain absolute confidentiality regarding the Bank's customers, records, cash movement, vaults, lockers, CCTV systems, security arrangements, passwords, access control mechanisms and all other confidential information obtained during deployment.

b. No information relating to the Bank shall be disclosed to any third party without prior written permission of the Bank.

c. Breach of confidentiality shall constitute a material breach of the contract and shall entitle the Bank to terminate the contract forthwith without prejudice to any other legal remedy.

9. Penalty Clause (Strict Enforcement)

The penalties mentioned herein shall be recoverable from the monthly bills or Security Deposit without prejudice to any other action available to the Bank. Repeated imposition of penalties for the

The Delhi State Co-operative Bank Ltd. 31, Netaji Subhash Marg, Darya Ganj, New Delhi-02 *Head Office*

same default on three or more occasions during the contract period shall constitute a material breach of contract and may result in termination of the contract at the sole discretion of the Bank.

a. Absence without replacement: Rs. 1,500 per day per guard.
b. Non-submission of statutory documents: Rs. 5,000 per month/instance.
c. Guards found sleeping/negligent on duty: Rs. 1,500 per instance + immediate removal of that guard.
d. Failure to replace rejected personnel within prescribed TAT: Rs.1,000 per day.
e. Deployment of unlicensed gunman: Immediate removal + Rs.1,500 per instance.
f. Deployment without police verification: Rs.1,500 per instance.

10. Liability & Indemnity

a. Indemnification: The Agency shall fully indemnify and hold the Bank harmless against any losses, thefts, burglaries, damages, or liabilities caused to the Bank's property, assets, or cash due to the negligence, dereliction of duty, or active collusion of the security personnel.
b. Recovery: The Bank shall assess the prima facie loss on the basis of available records, CCTV footage, internal enquiry or other relevant material and shall be entitled to recover such amount from any amount payable to the Agency including pending bills, Security Deposit or Performance Security, without prejudice to its right to recover any additional amount determined subsequently by a competent Court or Authority.
c. Any theft, cash loss, burglary or damage attributable to negligence or collusion of security personnel shall be recoverable from the Agency.
d. Medical Responsibility: It is unconditionally and explicitly agreed between both parties that the Bank shall have ZERO liability, accountability, or responsibility regarding the medical fitness, healthcare, mental wellness, or medical treatment of any deployed personnel (Gunmen).
e. Medical Contingencies / Accidents: The Agency shall be solely responsible for all liabilities arising out of illness, injury, disability or death of its personnel while deployed for duties under this contract, including medical expenses, compensation, insurance claims and statutory liabilities under applicable law. The Bank shall not be liable for any such claims except where liability is established by a competent Court to have arisen solely due to the gross negligence of the Bank.
f. The Agency shall maintain sufficient insurance coverage for all deployed personnel.

11. Performance Review & Contract Tenure

a. Review Cycle: Half yearly performance review by the Bank.
b. Tenure: 2 Years (24 Months) from the date of signing, extendable based on mutual agreement and satisfactory performance.
c. Unsatisfactory performance during review may result in reduction of deployment, imposition of penalties or termination.

12. Termination

a. Standard Termination: Either party may terminate this agreement by giving 30 days` prior written notice.
b. Immediate Termination: The Bank reserves the sole discretion to terminate the contract with immediate effect and without any notice or financial compensation if the Agency:
    i. Commits a serious breach of confidentiality or trust.
    ii. Engages in fraud, misrepresentation, or financial malpractice.

The Delhi State Co-operative Bank Ltd. 31, Netaji Subhash Marg, Darya Ganj, New Delhi-02 Head Office

iii. Defaults consistently on statutory payments (EPF/ESI) or violates major state/central labour guidelines.
iv. Fails to provide adequate services leading to security lapses at any facility.
v. Submission of forged documents.
vi. Deployment of unverified personnel.
vii. Conviction for any criminal offence involving moral turpitude, fraud, security breach or financial misconduct, or registration of such offence against the Agency or its proprietor/partners/directors, where continuation of the contract is considered prejudicial to the interest of the Bank.
viii. Blacklisting by any Government department.
ix. Commits repeated contractual defaults, security breaches, submission of forged documents, statutory violations or any act prejudicial to the interests of the Bank, in which event the Bank may terminate the contract and/or blacklist or debar the Agency from participating in future tenders of the Bank.

13. No Claim for Permanent Employment / Regularisation

a. Third-Party Payroll: It is explicitly agreed and understood between both parties that all security guards/gunmen deployed by the Agency are, and shall always remain, the sole employees of the Agency. They shall be entirely on the third-party payroll of the Agency, and the Bank shall have no direct or indirect employer-employee relationship with them.
b. No Claim for Absorption/ Permanent Job: Under no circumstances shall the deployed personnel have any right, title, or claim for regularisation, absorbent, or permanent employment in the Bank.
c. Statutory Responsibility: The Agency shall be solely responsible for recruitment, wages, salaries, leave, retirement benefits and all statutory compliances relating to its personnel. The deployed personnel shall have no claim for parity in wages, allowances, benefits or any other service conditions with the employees of the Bank.
d. Undertaking: The Agency shall, if requested by the Bank, obtain a written undertaking from each deployed security personnel stating that they understand they are employees of the Agency only, and they waive any right to claim employment or compensation from the Bank now or in the future.
e. The Agency shall defend the Bank against any claim for regularisation raised by its personnel before any Court, Tribunal or Authority and shall bear all costs arising therefrom.

14. Split-Order Clause

a. Split-Order Framework (30:20 Branch Distribution): The Bank operates a network of 50 Branches across Delhi. To diversify operational risk and ensure uninterrupted security operations, the total allocation shall be split between two eligible vendors in a 60:40 ratio, wherein the primary Lowest Responsive Bidder (L1) shall be allotted 30 Branches, and the second lowest eligible bidder (L2) shall be allotted the remaining 20 Branches.
b. Rate Matching Obligation for L2: The allocation of the 20 branches to the L2 Vendor is strictly conditional upon the L2 Vendor unconditionally agreeing in writing to match the exact commercial rates, terms, and SLA conditions submitted by the L1.
c. Vendor Fall back to L3 Vendor: In the event that the L2 Vendor refuses, fails, or expresses inability to match the L1 commercial rates, the Bank shall immediately withdraw the offer of 20 Branches from L2. The Bank shall then extend the exact same rate-matching opportunity sequentially to the next eligible bidder, designated as the L3 Vendor.

The Delhi State Co-operative Bank Ltd. 31, Netaji Subhash Marg, Darya Ganj, New Delhi-02 *Head Office*

Mayank

d. Successive Allocation Framework: If the L3 Vendor successfully matches the L1 rate and complies with all operational parameters, the 20 branches shall be formally allotted to them.
e. Final Discretion of the Bank: If no subsequent bidder (L2, L3) agrees to match the L1 rate or if the Bank deems it fit in the interest of security and cost-efficiency, the Bank may allot all 50 Branches exclusively to the L1 Vendor or cancel the split-order protocol and invite fresh tenders for the remaining branches. The decision of the Bank regarding allocation of work shall be final and binding upon all bidders. **The Bank shall not be under any obligation to assign reasons for adoption, modification or withdrawal of the split-order mechanism.**

15. Earnest Money Deposit (EMD) & Forfeiture Protocol

a. Bid Security Requirement: Every bidding agency must deposit a sum of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) with the form of a Demand Draft (DD) drawn in favour of "The Delhi State Cooperative Bank Ltd.", payable at New Delhi, along with the technical bid submission form. Bids received without he valid Demand Draft shall be summarily rejected.
b. Forfeiture of EMD: If the successful bidder fails to accept the Work Order, execute the Agreement, furnish the Performance Security, deploy the required manpower within the stipulated period or otherwise fails to comply with the Tender Conditions, the EMD shall stand forfeited without prejudice to any other rights available to the Bank.
c. Refund Framework for Remaining Bidders:
    i. Return of Bid Security to Unsuccessful Bidders: The Demand Drafts of unsuccessful bidders (other than the L1, L2 and L3 vendors) shall be returned intact, without interest within 15 days of the finalization of the tender process.
    ii. Refund Upon Refusal to Match LI Rate: If the L2 and L3 Vendor is offered the opportunity to match the L1 commercial rate but chooses not to agree, their Demand Draft of Rs. 25,000/- shall be returned in full, completely intact, without any interest on penalty liability on the Bank. Their explicit refusal to match the L1 rate shall not constitute a default and will not lead to any forfeiture of their bid security.
    iii. Withdrawal or modification of bid during the bid validity period shall also result in forfeiture of the EMD.

16. Performance Security / Security Deposit

The successful bidder shall, within fifteen (15) days from the date of issuance of the Work Order or Letter of Acceptance, furnish an interest-free Performance Security / Security Deposit equivalent to five percent (5%) of the total Contract Value, in such form as may be prescribed by the Bank. The Performance Security / Security Deposit shall remain valid for the entire period of the Contract and shall serve as security for the due performance and faithful discharge of all obligations of the Agency under the Contract.

The Bank shall be entitled, without prejudice to any other rights or remedies available under the Contract or law, to appropriate, adjust or recover from the Performance Security / Security Deposit any amount due, payable or recoverable from the Agency, including but not limited to losses, damages, penalties, compensation, statutory liabilities, charges, costs, expenses or any other sums arising out of or in connection with the Contract.

The Delhi State Co-operative Bank Ltd. 31, Netaji Subhash Marg, Darya Ganj, New Delhi-02 *Head Office*

Subject to full and satisfactory performance of the Contract and settlement of all claims and liabilities, the balance amount of the Performance Security / Security Deposit shall be refunded to the Agency, without any interest, upon expiry or termination of the Contract, after adjustment of all dues, if any.

Failure to furnish the Performance Security / Security Deposit within the stipulated period shall render the Earnest Money Deposit (EMD) liable to forfeiture, and the Bank shall be at liberty to cancel the award of the Contract and take such further action as it may deem fit, including awarding the work to another eligible bidder.

17. Arms Licensing, Maintenance & Operational Handling Compliance

a. Absolute Regulatory Compliance: It is unconditionally agreed and understood between both parties that the Bank shall have no involvement, liability, or responsibilities regarding the procurement, validity, area jurisdiction, and active renewal status of the arm licenses held by the deployed Gunmen.

b. Whole-Sole Agency Responsibility: The Agency assumes the whole-sole and exclusive responsibility for ensuring that every deployed Gunman possesses a valid, active. and legally non-expired arms license applicable for the National Capital Territory (NCT) of Delhi/NCR region before deployment.

c. Weapon Maintenance & Safe Handling: The safe custody, upkeep, maintenance, servicing, ammunition compliance and lawful handling of all firearms shall remain the sole responsibility of the Agency. The Bank shall not be responsible for any accidental discharge, misuse of firearms, violation of the Arms Act, Arms Rules or any criminal or civil liability arising therefrom.

d. The Agency shall ensure compliance with the Arms Act, Arms Rules and all instructions issued by the Licensing Authority.

18. Price Variation / Escalation

No escalation in the quoted rates shall be permissible during the currency of the contract except where specifically provided in the Tender or where revision in statutory minimum wages is made applicable by the appropriate Government and is expressly made reimbursable under the terms of the Tender, subject to the prior written approval of the Bank.

The Delhi State Co-operative Bank Ltd. * Head Office *
31, Netaji Subhash Marg, Darya Ganj, New Delhi-02