

TERMS AND CONDITIONS

1. The contract shall initially be for three years unless it is curtailed or terminated by Bank owing to deficiency of service, sub-standard quality of manpower (Guards/Security guards) deployed, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall expire after three years from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
3. The contract may be extended, on the same terms and conditions for a further period not exceeding three years. The modification of the rates shall be subject to the variation of statutory levies and contributions and revision of daily minimum wages prevailing at the time of the extension.
4. UTTARAKHAND STATE CO-OPERATIVE BANK LTD., reserves right to terminate the contract during entire period after giving one months' notice to the contracting agency. The contract will remain valid for three years or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Centre.
5. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of UTTARAKHAND STATE CO-OPERATIVE BANK LTD.
6. The Successful bidder will be required to pay minimum wages to the manpower (Guards/Security guards) supplied as prescribed under the Minimum Wages Act notified from time to time. The Successful bidder will maintain proper record as required under the Law /Acts.
7. The requirement of Bank may further increase or decrease during the period of contract and the Successful bidder would have to provide additional manpower, if required on the same terms and conditions. The requirement of manpower is optional at present which may increase or decrease from time to time and Bank also reserves it right not to engage any Guards/security guards if so warranted.
8. The Successful bidder will be bound by the details furnished by him / her to UTTARAKHAND STATE CO-OPERATIVE BANK LTD., while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
9. An affidavit to the effect shall be provided by the contractor that no case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
10. The Successful bidder shall ensure that the manpower (Guards/Security guards) deployed in the office/ branches/ ATMs of UTTARAKHAND STATE CO-OPERATIVE BANK LTD. conforms to the technical specifications, age and language skills prescribed in the Tender Document.
11. The Security Guards/guards deployed by the successful bidder agency shall perform duty as per the requirements specified by the Bank at each location. The Bank reserves the right to engage Security Guards for **either 8-hour or 24-hour shifts**, depending upon the security needs of the branch/office/ATM premises.
12. The Successful bidder shall furnish the following documents in respect of the individual Manpower (Guards/ security guards) who will be deployed by it in the



Bank before the commencement of work:

- (a) List of Manpower short listed by agency for deployment at UTTARAKHAND STATE CO-OPERATIVE BANK LTD., containing full details i.e. date of birth, father name, marital status, address, photograph, identification proof etc;
 - (b) Bio-data of the persons.
 - (c) Certificate of verification of antecedents of persons by local police authority.
13. The agency shall be directly responsible for any/all disputes arising between it (agency) and its employees and keep the institute indemnified against all losses, damages and claims arising thereof. In this connection, the agency shall submit the duly signed Indemnity bond.
 14. The bidding agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark.
 15. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
 16. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering etc., with outwork.
 17. No Bonus, washing allowance, uniform allowance etc. will be entertained by UTTARAKHAND STATE CO-OPERATIVE BANK LTD. and contractor has to bear all such expenses.
 18. The service provider has to produce to UTTARAKHAND STATE CO-OPERATIVE BANK LTD. copy of EPF, ESI etc. to paid to Govt. while claiming the bill.
 19. The person deployed shall be required to report for work as per the prescribed timings. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
 20. The contractor shall endeavor to provide the service of the same manpower (guard/ security guard) as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by this office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view of Managing Director. If the change exceeds the limit mentioned above and are not justified then a penalty of Rs. 200 per additional change will be imposed.
 21. The agency shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Bank, so that optimal services of the persons deployed by the agency could be availed without any disruption.
 22. The agency shall provide a substitute immediately in the event of any person remaining absent/unauthorized absent. Delay by the Agency in providing a substitute after expiry of one day absence shall attract liquidated damages@Rs.500 prepay per day plus applicable daily remuneration (per such



- case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.
23. For all intents and purposes, the Successful bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so provided and deployed in the Bank for contractual services. Bidders shall indemnify the UTTARAKHAND STATE CO-OPERATIVE BANK LTD. from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter. For any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 24. The Successful bidder shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed by the agency. The Bank shall, in no way, be responsible for settlement of such issues whatsoever. The Bank shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 25. It will be the responsibility of the contractor to meet the transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. Bank will have no liability in this regard at any stage.
 26. The man power deployed by the contractor shall not have any claims of Master and Servant relationship nor have any principal and agent relationship vis a vis UTTARAKHAND STATE CO-OPERATIVE BANK LTD. For all practical purpose the bidder shall be employer of such manpower provided to Centre to perform assigned task.
 27. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of the Bank, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the UTTARAKHAND STATE CO-OPERATIVE BANK LTD. This should be communicated to all the persons deployed in the Bank by the contractor.
 28. Payment shall be made only to the contractor on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the previous month.
 29. The near relatives of all UTTARAKHAND STATE CO-OPERATIVE BANK LTD. employees either directly recruited or on deputation are prohibited from participating in this tender. The near relatives for this purpose are defined as:
 - (a) Members of Undivided family,
 - (b) Are husband and wife,
 - (c) The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
 30. The bidders should give a certificate (as per proforma attached in ANNEXURE-III) to the effect that none of his/her such relative is working in the Bank as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the



- company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed.
31. The Successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
 32. Successful bidder shall deposit all taxes, levies, Cass etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter and produce such receipt to UTTARAKHAND STATE CO-OPERATIVE BANK LTD.
 33. The Successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
 34. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
 35. In case, the Successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Bank is put to any loss / obligation, monetary or otherwise, then Bank will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
 36. In case the bidder is not quoting service charges. Hence such bids are liable for outright rejection.
 37. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
 38. The agency shall raise the bill, in duplicate, along with attendance sheet, duly verified by competent authority of the agency, in respect of the persons deployed and submit the same to in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
 39. The claims in bill will be considered only if the documentary proof of remittance towards EPF, ESIC, Service Tax etc. and any other tax/levy payable shall be paid in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished. The decision of Managing Director UTTARAKHAND STATE CO-OPERATIVE BANK LTD., will be final in this regard.
 40. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and jurisdiction will be Uttarakhand State.
 41. FRAUDULENT & CORRUPT PRACTICE:
 - Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the UTTARAKHAND STATE CO-OPERATIVE BANK LTD. of the benefits of free and open competition.
 - "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution
 42. LACK OF INFORMATION TO BIDDER: The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information



shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract. Any query, whatsoever, in this regard must be put up and cleared in the pre-bid meeting.

43. CONTRACT OBLIGATIONS: After the award of the contract, if the Bidder does not fulfill contract obligations within stipulated time as well as quality then UTTARAKHAND STATE CO-OPERATIVE BANK LTD. reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
44. Service Charges should be quoted in %(Percentage)
45. The requirement of the Bank may increase or decrease during the period of the contract.
46. The conditional bids shall not be considered and likely to be rejected in very first instance.
47. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
48. The UTTARAKHAND STATE CO-OPERATIVE BANK LTD., reserves the right to annul any or all bids without assigning any reason.
49. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event and may come to an end or cease to exist, and the decision of the UTTARAKHAND STATE CO-OPERATIVE BANK LTD. as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his opinion terminate the contract.

50. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Registrar Co-operative Societies Uttarakhand to the sole arbitration of the officer for the time being entrusted whether in addition to the functions by whatever designation such officers may be called (herein after referred to as the said officer) and if the Registrar Co-operative Societies Uttarakhand or the said officer is unable or unwilling to act as such to the sole arbitrator, the agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The award of



the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to, being transferred or vacating his office or being unable to act for any reason whatsoever, Director or the said officer shall appoint another person to act as arbitrator with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the Office of the Registrar Co-operative Societies Uttarakhand or such other Places as the arbitrator may decide. The following procedure shall be followed.

- In case parties are unable to reach a settlement by themselves, the dispute should be submitted to arbitration in accordance with contract agreement.
 - There should not be a joint submission with the contractor to the sole Arbitrator.
 - Each party should submit its own claim separately and may oppose the claim put forward by the other party.
 - The onus of establishing his claims will be left to the contractor.
 - Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
 - The "points of defense" will be based on actual conditions of the contract.
 - The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
 - The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
 - If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
51. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.
52. The Managing Director, UTTARAKHAND STATE CO-OPERATIVE BANK LTD., reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

Signature and seal of bidder

