

**TERMS & CONDITIONS FOR PROVIDING SECURITY SERVICES**

1. The period of contract will be for three years from the date of awarding the contract subject to renewal for further set of three years thereafter at the sole discretion of the Bank on fresh or existing terms and conditions as the case may be.
2. The rate per guard per month, which is being paid to the agency on account of security arrangements, is inclusive of service charges on the basis of rates prescribed by the Labour Commissioner, Government of Uttar Pradesh. Any request for change of rates due to change in Minimum Wages rates shall be intimated by the agency to the Bank and upon receipt of such request Bank may consider the same.
3. The guards (civilians) provided by the agency will be well built and stout.
4. The agency will abide by all statutory requirements as per Minimum Wage Act, Employee's Provident Fund Act, Workmen Compensation act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act.
5. The agency will ensure that each guard performs his duty for not more than eight hours in one instance.
6. The number of guards to be deployed by the agency will be decided by the Bank so as to ensure effective security arrangements. The rest & relief arrangements will be made at the discretion of the agency, for which the Bank will not be liable to pay any wages or compensation.
7. The agency will be fully responsible for the security of premises and also responsible for providing the requisite guards at all the shifts.
8. The agency will not rotate the guards from one place to another and/or one institution to another without the consent of the Bank.
9. The guards who are deployed for the security duty will wear proper uniform and identity card during the duty hours provided by the agency. Provision of uniform and any related expenses shall be borne by the agency.
10. The agency guards engaged shall not allow any material to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank for the purpose. It is reiterated and made clear that management, control of the guards so provided shall be with the agency and the said guards for all purposes shall be within the Disciplinary Authority of the agency.
11. The agency undertakes to indemnify the Bank against any loss, damage, theft, claims, damages, negligence as the Bank may be put to or incur due to direct or

indirect result of non-performance or mal-performance or mis-performance in performing the works agreed to by it.

12. The agency shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss etc. as the case may be. The persons /guards engaged for performing the security job shall be responsible for their acts and omissions to the agency.
13. The Bank will not be responsible or liable in case of any dispute arising between the agency and the guards employed by the agency for carrying out the security services and no relationship of Employer and Employee shall come into existence between the Bank and the agency or guards for which all responsibilities shall vest with the agency alone.
14. The Bank shall make a claim, if any, in writing to the Agency in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft etc. by the Agency/its guards in carrying out the terms and conditions and any claim lodged by the Bank will be settled by the Agency within a period of one month. If the claim is not settled within one month, loss caused to the Bank, shall be recovered from the monthly payment made to the Agency.
15. The Bank reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the Agency a notice of one month to this effect, and on the refusal of the Agency to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Agency recorded with the Bank, where after it shall be deemed to have been served on the Agency. Bank shall also be entitled to appoint any other person, firm or agency at its discretion to perform the job entrusted to the Agency after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the Agency of its liability regarding security arrangements already entrusted to it in accordance with the direction of the Bank.
16. In case of any dispute arising out / relating to interpretation of terms of conditions or functioning of the Agency vis-a-vis the Bank, the Bank shall be the sole authority to decide the arbitrator. The Agency agrees to execute all documents, which may be required by the Bank in this regard.

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