



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

AE 397042

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("Agreement") made at Kolkata on this 1<sup>st</sup> day of April ,2021

BETWEEN

Premier Vigilance & Security Pvt Ltd , a company duly incorporated under the Companies Act, 2013 having its Registered Office at 4 B Orient Row, Kolkata- 700017, hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and permitted assigns) of the ONE PART;

AND

BANDHAN BANK LIMITED, a company incorporated under the Companies Act, 2013 and a banking company within the meaning Banking Regulation Act, 1949, having a Branch Office at Shyambazar , 115/7A, Bidhan Sarani, Near Tala, Kolkata, West Bengal, Pin- 700004. (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors and permitted assigns of the Bank, as well as divisions, subsidiaries and affiliates of the Bank and their successors and assigns) of the SECOND PART.

The Parties to this Agreement are hereinafter individually referred to as a "Party" and collectively as "Parties".

WHEREAS :

- (A) The Bank is an Indian Banking company engaged in the business of banking and related services and is desirous of availing certain specialized services with a view to streamlining its operations and thereby providing fast, prompt and efficient services to its customers;

For Premier Vigilance & Security Pvt. Ltd.

T. M. S. D. K.  
Sr Vice President



SAFETY

## SAFETY AGREEMENT

### SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("Agreement") made at Kottayam on this 1<sup>st</sup> day of April, 2013

### BETWEEN

Prudential Assurance & Services Pvt Ltd, a company duly incorporated under the Companies Act 2013  
having its Registered Office at 4 B Oshiwara, Kottayam-200012, hereinafter referred to as the "Service  
Provider", which also has its office at the address mentioned below, in the name of  
and judgment of its successors in practice and business) of the ONE PART

### AND

ANDARD BANK LIMITED, a company incorporated under the Companies Act 2013 and a subsidiary  
company with the unit number Building Regulation Act 1948 having a Branch Office at Sampoor,  
Taluk Ponnani, Kottayam-67319, Kottayam, Kerala, India, 600004. (hereinafter referred to as the  
"Bank", which also has its office at the address mentioned above) of the ONE PART

The parties to this Agreement the hereinbelow referred to as a "Party" and collectively as  
"Parties".

### WHEREAS:

The Bank is an Indian Banking company engaged in the business of providing and rendering services  
and render services to satisfy the customers need in view of expansion of its operations  
and thereby providing best products and services to its customers. (A)



*Rajesh*

10/04/2013

*H. M. F.*

10/04/2013

- (B) The Service Provider has represented to the Bank that the Service Provider has the necessary expertise and financial resources to provide such services to the Bank;
- (C) The Service Provider and the Bank had entered into a Service Provider Agreement dated 01.04.2021 (as amended from time to time) wherein Service Provider had agreed to provide certain services to the Bank, the details of which are more fully provided in Schedule of the said Service Provider Agreement.
- (D) The said Service Provider Agreement now stands determined by efflux of time and the Parties hereto wish to execute the instant Agreement and modify/supplement/amend certain terms and conditions of the Service Provider Agreement.
- (E) The Bank, relying on the representations and warranties of the Service Provider as set out in this Agreement, has agreed to avail the service from Service Provider and the Service Provider has agreed to provide services to the Bank, more particularly described in Schedule I hereto, ("Services") at the place/s as set out in Schedule II to this Agreement on the terms and conditions appearing hereinafter, and
- (F) The Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants and principles relating to the provision of Services by the Service Provider to the Bank.
- (G) To give effect to the above, the Parties have agreed to execute this Agreement.

**NOW THEREFORE, in consideration of mutual promises and undertaking herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:**

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings :

**"Agreement"** means this Agreement, including annexures, supplements, appendices, riders and modifications thereof. Any supplement agreement & amendment of this Agreement on mutual consent of the parties shall be a part of this Agreement;

**"Effective Date"** shall mean the date on which this Agreement becomes effective;

**"Law"** shall include any rule, bye-law, notification, regulation, act, ordinance, administrative order, directive, order or instruction having the force of law, enacted or issued by the Appropriate Government, including but not limited to the Central Government, the State Government or any other Government or regulatory authority or political subdivision or government agency, as the case may be,

**"Quality and Schedule Specifications"** shall mean the minimum quality standards and the time schedule specified by the Bank in relation to the Services, as set out in Schedule I hereto; and

**"Personnel"** shall mean any person/s employed by the Service Provider for the purpose of fulfilling its obligations under this Agreement.

### 1.2 Unless the context otherwise requires, this Agreement shall be construed as follows:

For Premier Vigilance & Security Pvt. Ltd.

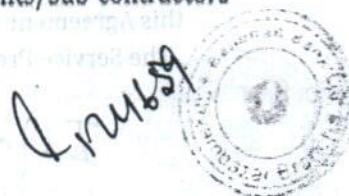
Sr Vice President

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- (a) keep all information and other materials passing from the Bank to the Service Provider confidential and shall not, without the prior written consent of the Bank, divulge such Information to any other person or use such Information other than for the purposes of carrying out this Agreement;
- (b) take all steps as may be reasonably necessary to protect the integrity of the Information and to ensure against any unauthorised disclosure thereof;
- (c) promptly inform the Bank of any potential or accidental disclosure of the Information and take all steps, together with the Bank, to retrieve and protect the said Information;
- (d) ensure that there is no breach of security or leakage of confidential data relating to customers and sensitive personal data and information of Bank. In the event of any breach of security and leakage of confidential Bank related information, the Bank immediately notify RBI;
- (e) The Bank shall review and monitor the security practices and control processes of the Service Provider on a regular basis and the Service Provider shall disclose the security breaches if any;
- (f) ensure that the Personnel and all its employees and/or representatives who are given access to the Information shall at all times be bound by legally valid and written non-disclosure obligations under their employment contracts;
- (g) use the Information only for the purpose for which it was provided and not profit from the same in an unauthorised manner to the exclusion of the Bank; and
- (h) shall be responsible for the maintenance of confidentiality by its Personnel.
- 16.2 The obligations contained in this Section shall not apply to any part of the Information in the case where that part of the Information that is or has become [public (other than by breach of this Agreement) and shall not restrict any disclosure any the Service Provider required by law or any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided that so far as it is lawful and practical to do so prior to such disclosure, the Service Provider when subject to such disclosure shall promptly notify the Bank of such requirement with a view to providing the opportunity for the Bank to contest such disclosure or otherwise to agree the timing and content of such disclosure.
- 16.3 The obligations contained in this Section shall continue to apply after the termination or expiry of this Agreement.
- 16.4 The Service Provider shall, on written demand of the Bank immediately return/destroy Information together with any copies in its possession.
- 16.5 The Service Provider acknowledges that in the event of any breach or threatened breach of this Section by the Service Provider/its Personnel/agents/sub-contractors, monetary damages may not be an adequate remedy, and therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its Personnel/agents/sub-contractors from any such breach, actual or threatened.

For Premier Vigilance & Security Pvt. Ltd.  
S/.....  
Sr Vice President



**16.6** The Service Provider recognizes that:

**16.6.1** the Bank may review and monitor the security practices and control processes of the Service Provider on a regular basis and the Service Provider shall disclose same and the security breaches if any.

**16.6.2** the Service Provider shall use the information only for the purpose for which it was provided and not profit from the same in an unauthorized manner to the exclusion of the Bank.

**16.7** The Service Provider shall return all the Confidential Information to Bank, in the custody of Service Provider upon the expiry of this Agreement or whenever demanded by Bank. Any oral Confidential Information provided to the Service Provider shall continue to be subject to the confidentiality and non-disclosure obligations contained in this Agreement.

**16.8** Failure to comply with the above mentioned clauses on the part of the Service Provider shall tantamount to breach of the terms of this Agreement by Service Provider and thereby the same shall be liable to be terminated by Bank forthwith at the sole discretion of Bank, without assigning any further reason whatsoever.

**17. PUBLICITY**

The Service Provider shall not use the name and/or trademark/logo of the Bank, its group companies, subsidiaries, or associates in any states or marketing publication or advertisements or in any other manner without prior written consent of the Bank.

**18. FORCE MAJURE**

Force Majeure is herein defined as any cause, which is beyond the control of the Service Provider or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

(a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and pandemics/epidemics

(b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area

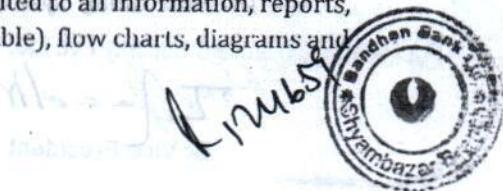
Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Service Provider or the Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days may lead to termination of Agreement by Parties and all obligations expressed quantitatively shall be calculated as on date of termination. However, the Parties may endeavour to find a mutually acceptable solution to restart/maintain continuity in the Services under the Agreement.

**19. PROPRIETORY RIGHTS :**

The Service Provider agrees that any product including but not limited to all information, reports, studies, software (including source codes, object codes and executable), flow charts, diagrams and

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President



## SCHEDULES

### SCHEDULE - I

#### SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER AND QUALITY AND SCHEDULE SPECIFICATIONS

##### Roles and Responsibility

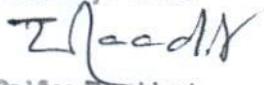
###### A. Responsibilities of office Assistant

1. Must be smartly dressed with company uniform with display of ID card.
2. The office Assistant shall be vested with multitasking duties as assigned by Branch Head/unit in charge from time to time.
3. Maintaining work station in a presentable manner.
4. Ensure orderliness in placement of furniture and ambience.
5. Photocopying and distribution of the documents.
6. Ensure proper housekeeping in Branch.
7. Dispatch & delivery of local couriers/official documents.
8. Distribution of incoming Fax to the concerned branch staff.
9. Documenting inward and outward couriers.
10. Running pantry and Ensuring its upkeep/cleanliness/maintenance/hygiene.
11. Serving visitors/customers with etiquette and manner & aiding client reception.
12. Maintaining consumables.
13. Maintaining Gen set and log book.
14. Ensuring secrecy and confidentiality of information.
15. Maintaining highest standard of discipline & integrity.
16. Any other official duties as assigned by Branch Head.

###### B. Responsibilities of Housekeeping Service:

1. Must be smartly dressed with company uniform with ID card.
2. Maintaining highest standard of discipline & integrity.
3. Ensuring high standard of cleanliness & sanitation in work stations, common areas, wash rooms & lavatories, pantries, meeting room, parking areas and other occupied areas.
4. Use of consumables judiciously and record keeping.
5. Ensuring orderly placement of articles/equipment.
6. Aiding in shifting/relocation of materials.
7. Spraying room freshener (cover office area, cabins, conference/meeting rooms etc.)
8. Cleaning of white board in the Conference Room/Meeting room.
9. Replacement of white board dusters, markers as and when required.
10. Emptying of dustbins under the workstation.
11. Cleaning of Pantry thoroughly including steel basins.
12. Cleaning of the laminates and the cabinets.

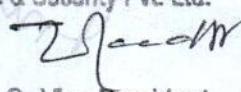
For Premier Vigilance & Security Pvt. Ltd.

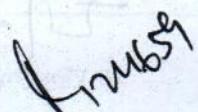
  
Sr Vice President



- (c) it has taken all action necessary (or will have by the Effective Date) to execute and deliver and to perform its obligations under this Agreement;
- (d) the execution, delivery and performance of this Agreement by the Service Provider in accordance with its terms shall not:
- 1) violate or conflict with its articles or memorandum of association or any other organizational/constitutional documents;
  - 2) with or without the giving of notice or the passage of time or both, conflict with, result in the breach or termination of, or constitute a default under, any agreement or arrangement to which it is a party or by which it or any of its properties or assets may be bound;
  - 3) constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorisation, agreement, undertaking or other obligation to which it is bound; or
  - 4) result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it; and
- (e) there are no judicial or administrative actions, proceedings or investigations pending or, to the best of its knowledge after due inquiry, overtly threatened against it, which would have a material adverse effect on its capacity to perform its obligations under this Agreement and each of the other documents referred to in this Agreement to which it is a party.
- 7.2 The Service Provider hereby represents and warrants to the Bank that it shall not violate any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights.
- 7.3 The Service Provider further warrants to the Bank that, during the term of this Agreement, the materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness designated as per the Quality and Schedule Standards and shall meet specifications as well as manners as determined in the Bank's sole and exclusive discretion and communicated to the Service Provider from time to time.
- 7.4 The employees of the Service Provider shall continue to be the employees of the Service Provider and work under its directions and shall not become or claim any employment from the Bank by virtue of providing the Services, irrespective of the location of their work.
- 7.5 The Service Provider agrees, represents and warrants that no officer of the Bank, director, employee or immediate family member thereof has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the Service Provider, its Personnel or any of its other officers.
- 7.6 The Service Provider hereby agrees that if the Service Provider and his employees, agents involve in any fraudulent activities and or involve in performing their duties as agreed in this Agreement with gross negligence, then the Bank is entitled to report the service

For Premier Vigilance & Security Pvt. Ltd.

  
Ziauddin

  
Arun Singh

- (l) shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Bank;
- (m) shall regularly provide updates to the Bank with respect to the provision of the Services and shall meet with the Personnel designated by the Bank to discuss and review its performance at such intervals as may be agreed between the Parties.
- (n) shall appoint a manager and/or a Superintendent, who shall be solely responsible for the conduct and working and well-being of the Personnel of the Service Provider. The Service Provider unconditionally agrees and confirms that the Bank shall have no liability either direct or indirect in dealing with the Personnel of the Service Provider and they shall be under the direct supervision of the Personnel of the Service Provider. The Personnel shall not approach the Bank or its officials for any reason whatsoever.
- (o) shall ensure all the information or data given by Bank to the Service Provider under the Agreement shall be only used by the Service Provider for the purpose of the Services to be carried out under the Agreement;
- (p) undertakes to follow the regulatory requirements, if any;
- (q) shall observe all rules and regulations of Bank as may be applicable from time to time;
- (r) shall not do or cause to be done anything, which is prejudicial to the interest of Bank or whereby the business or reputation of Bank may be injured or damaged;
- (s) shall be responsible for the documents/instruments handed over to/collected/received by Service Provider from the Bank and shall account for the same;
- (t) shall ensure the deliberate implementation of staff rotation. All Personnel deployed by the Service Provider shall be rotated, at the discretion and direction of the Bank
- (u) shall meet with Bank's Personnel at regular intervals to discuss and review its performance and progress of the Services under this Agreement as may be stipulated by Bank;
- (v) shall observe and perform all such additional conditions, covenants, undertakings that may be made and assigned from time to time by Bank in its sole discretion; and

The Bank shall reserve the right to take appropriate action including termination of this Agreement if the Service Provider fail to comply with the above mentioned clauses.

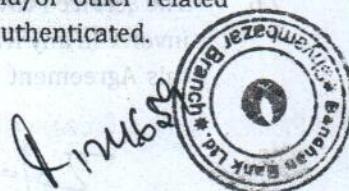
## **7. REPRESENTATIONS AND WARRANTIES**

### **7.1 The Service Provider hereby represents and warrants that :**

- (a) it is duly incorporated and validly existing under the laws of the place of its incorporation;
- (b) it has taken all necessary action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request of the Bank. An authenticated list of the Personnel of the Service Provider who are authorized to sign and/or execute this Agreement and/or other related documents and writings shall be provided to the Bank duly authenticated.

For Premier Vigilance & Security Pvt. Ltd.

*T. Nadeem*  
Sr Vice President



provider's name to Indian Bank's association or such other authority to name them under Caution list and to circulate to all banks or such other institutions.

**7.7** The Service Provider further agrees that, during the term of this Agreement, the materials and Services to be delivered or rendered hereunder, will be of the kind, quality and timeliness designated as per the Quality and Schedule Standards and shall meet specifications as well as manners as determined in the Bank's sole and exclusive discretion and communicated to the Service Provider from time to time.

**7.8** The Service Provider further represents and warrants that it has obtained all the statutory approvals/permissions/no objections for carrying on its activities and related Services under this Agreement.

The Bank shall reserve the right to take appropriate action including termination of this Agreement if the Service Provider fail to comply with the above-mentioned clauses.

## **8. INDEMNITIES AND OTHER PROVISIONS**

**8.1** The Service Provider shall indemnify the Bank and keep the Bank indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account of:

- (a)** failure by the Service Provider to perform any of its obligations under this Agreement, in accordance with the provisions of this Agreement;
- (b)** any claim from any statutory authority or any employee/s or agent or employee/s of subcontractors of the Service Provider with respect to the terms of service of the employee/s, agent/s, or employee/s of subcontractors of the Service Provider, arising in relation to noncompliance by the Service Provider with any matter set out in this Agreement;
- (c)** any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this Agreement by the Service Provider/its Personnel/agents/subcontractors;
- (d)** any robbery, theft, extortion, misappropriation or accident or breach of any obligation or condition in relation to any assets or properties or documents or instruments of the Bank which are, or are deemed to be, in the custody of the Service Provider;
- (e)** any breach and/or failure and/or negligence in the payment obligations of the Service Provider to its Personnel, under any extant law or contract or otherwise; and
- (f)** any and all adverse claims of whatsoever nature made on the Bank by the Personnel deployed by Service Provider

**8.2** The Service Provider shall be liable to pay the amount to the Bank, as determined by the Bank in its sole discretion under this provision, on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the Service Provider against the future payments due by the Bank to the Service Provider.

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President



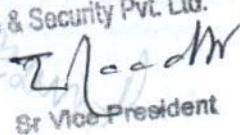
- (a) keep all information and other materials passing from the Bank to the Service Provider confidential and shall not, without the prior written consent of the Bank, divulge such Information to any other person or use such Information other than for the purposes of carrying out this Agreement;
- (b) take all steps as may be reasonably necessary to protect the integrity of the Information and to ensure against any unauthorised disclosure thereof;
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- (d) ensure that there is no breach of security or leakage of confidential data relating to customers and sensitive personal data and information of Bank. In the event of any breach of security and leakage of confidential Bank related information, the Bank immediately notify RBI;
- (e) The Bank shall review and monitor the security practices and control processes of the Service Provider on a regular basis and the Service Provider shall disclose the security breaches if any;
- (f) ensure that the Personnel and all its employees and/or representatives who are given access to the Information shall at all times be bound by legally valid and written non-disclosure obligations under their employment contracts;
- (g) use the Information only for the purpose for which it was provided and not profit from the same in an unauthorised manner to the exclusion of the Bank; and
- (h) shall be responsible for the maintenance of confidentiality by its Personnel.

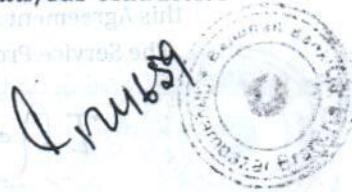
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**16.5** The Service Provider acknowledges that in the event of any breach or threatened breach of this Section by the Service Provider/its Personnel/agents/sub-contractors, monetary damages may not be an adequate remedy, and therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its Personnel/agents/sub-contractors from any such breach, actual or threatened.

For Premier Vigilance & Security Pvt. Ltd.  
  
Sr Vice President



**16.6** The Service Provider recognizes that:

**16.6.1** the Bank may review and monitor the security practices and control processes of the Service Provider on a regular basis and the Service Provider shall disclose same and the security breaches if any.

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**16.8** Failure to comply with the above mentioned clauses on the part of the Service Provider shall tantamount to breach of the terms of this Agreement by Service Provider and thereby the same shall be liable to be terminated by Bank forthwith at the sole discretion of Bank, without assigning any further reason whatsoever.

## **17. PUBLICITY**

The Service Provider shall not use the name and/or trademark/logo of the Bank, its group companies, subsidiaries, or associates in any states or marketing publication or advertisements or in any other manner without prior written consent of the Bank.

## **18. FORCE MAJURE**

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(a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and pandemics/epidemics

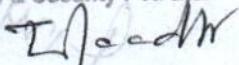
(b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area

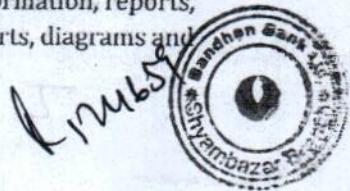
Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Service Provider or the Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days may lead to termination of Agreement by Parties and all obligations expressed quantitatively shall be calculated as on date of termination. However, the Parties may endeavour to find a mutually acceptable solution to restart/maintain continuity in the Services under the Agreement.

## **19. PROPRIETORY RIGHTS :**

The Service Provider agrees that any product including but not limited to all information, reports, studies, software (including source codes, object codes and executable), flow charts, diagrams and

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President



other tangible and intangible material of any nature whatsoever produced by or as result of any of the Services rendered hereunder shall be the sole and exclusive property of the Bank. In furtherance thereof, the Service Provider, hereby irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any such product produced hereunder. The Service Provider shall not be entitled to make any use of any of the said materials except as may be expressly permitted in writing by the Bank.

#### 20. NON EXCLUSIVE AGREEMENT :

This Agreement is on non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to the Bank. The Bank shall be free to engage any other service provider/s or may entrust services similar to the Services or any part thereof to any other person/s.

#### 21. INTELLECTUAL PROPERTY

21.1 Each Party shall retain their respective rights, title and interest in their patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks, trade secrets and any other form of intellectual property ("Intellectual Property Rights"). Both the Parties hereby represent and warrant that the Services under this Agreement will not violate any proprietary rights of any third party, including, without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights.

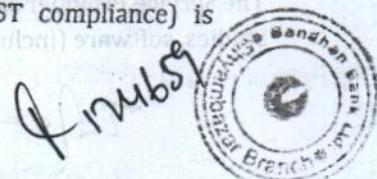
21.2 If the Services include third party software components, and if there are any restrictions imposed by third parties from whom individual software components are sourced to provide the Services, then the Parties hereby agree to comply with the same. The Parties shall inform each other immediately regarding any such third party restrictions, and shall work together in good faith and close cooperation to take any and all actions reasonably necessary (if any) in order to comply with such third party licensing terms and restrictions.

#### 22. GST CLAUSE FOR ANTI-PROFITEERING

- (a) The Service Provider shall agree to defend, indemnify and hold harmless the Bank with respect to any claim arising from the supplier's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation including the GST law. Thus, in cases, where the Service Provider has collected applicable GST from the Bank and not deposited the same with the Revenue Government due to which the Bank losses the GST credits then the Bank shall reserve the right to recover such losses from the Service Provider along with applicable interest and penalty.
- (b) The Bank shall be entitled to retain 20% to each payment of the contract price payable to the Service Provider until the Service Provider provides a declaration/certificate in writing to the Bank evidencing that it has discharged the GST liability in relation to such payments. In case of violation/breach/non-compliance of any of the GST provisions by Service Provider which will have an impact on the credits/benefits accruing to the Bank under GST, then in such case the Bank will have all the right to recover such amount of benefits from the Service Provider along with applicable interest and penalty.
- (c) The Bank has all the right to cancel/terminate the Agreement on an immediate basis and withheld the balance payment payable, if the Service Provider is blacklisted or its rating (as per the rating system announced by the government for GST compliance) is

For Premier Vigilance & Security Pvt. Ltd.

Sr Vice President



downgraded below accepted level due to non-compliance or its actual or alleged act, failure to act, error, or omission in the performance.

### 23. MISCELLANEOUS

#### a. REGULATORY GUIDELINES

Pursuant to the RBI guidelines on the outsourcing by Banks the following additional rules shall apply-

- i. The Bank shall have the right of continuous monitoring and assessment of the Service Provider so that any corrective measure can be taken immediately.
- ii. The Service Provider shall preserve all such documents and data that has come to its possession or may come to its possession during the course of the services to be provided to the Bank, in accordance with the legal/regulatory obligations of the Bank.
- iii. The Service Provider undertakes and agrees to ensure all Contingency plans to ensure business continuity. In case the Service Provider is not in a position to ensure such contingency plans for business continuity, the service provider shall inform the Bank.
- iv. The Service Provider confirms that it has developed and established a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider hereby agrees to provide uninterrupted Services to the Bank.
- v. This Service Agreement is also subject to such terms and conditions as may be stipulated by Appropriate Government/Reserve Bank of India (RBI) or such other Statutory/Regulatory Authorities from time to time.
- vi. Failure to comply with the above mentioned clauses on the part of the Service Provider shall tantamount to breach of the terms of this Agreement by Service Provider and thereby the same shall be liable to be terminated by Bank forthwith at the sole discretion of Bank, without assigning any further reason whatsoever.

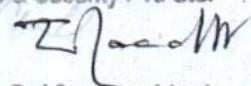
#### b. RELATIONSHIP OF THE PARTIES

This Agreement shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement, neither Party shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission to act of, the other party however or whenever arising.

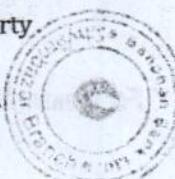
#### c. NOTICES

Notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, being sent the same day by courier addressed to the intended recipient at its address set out below or to such other address any Party, may from time to time notify to the other Party.

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President

1.2459



To : Bandhan Bank Limited

Head Office

DN 32, Sector-V, Salt Lake, Kolkata - 700091

To : Premier Vigilance & Security Pvt Ltd  
4 B, Orient Row, Kolkata- 700017

Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served, when any such notice, demand or communication shall be deemed to have been served at the time it is handed over to an employee or other officer at the recipient's address. In proving the above, it shall be sufficient to show that the envelope containing the letter was correctly addressed and handed over by courier service or personal delivery respectively.

**d. SEVERANCE**

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

**e. NO WAIVER**

No waiver of any provision of this Agreement nor consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

**f. ENTIRE AGREEMENT :**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

**g. AMENDMENTS :**

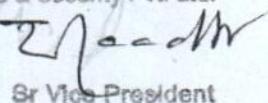
No modification, amendment, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties. Any amendment, supplement, modification shall be deemed as a part of this Agreement and shall have the same effect. Any provision of this Agreement may be amended or waived if only if such amendment or waiver is in writing and signed by both the Parties.

**h. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Kolkata.

**i. NON-WAIVER AND OTHER REMEDIES**

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice-President



No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights, powers, and remedies herein expressly provided are cumulative and not exclusive of any rights, powers, or remedies, which the Parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other Parties to any other or further action in any circumstances without notice or demand.

The Service Provider shall undertake to provide regular updates at such intervals as may be specified by Bank with respect to Services provided in this Agreement and any other Services as may be assigned by the Bank from time to time.

The Service Provider hereby agrees to ensure high standards of care and responsibility in performing the Services under this Agreement and gives Bank the right to intervene with appropriate measures to meet legal and regulatory obligations as applicable from time to time.

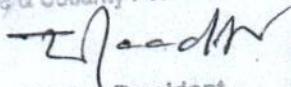
#### 24. APPLICABLE LAW AND ARBITRATION

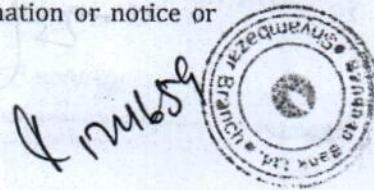
- 24.1 This Agreement shall be governed by the laws of India.
- 24.2 In the event of any dispute or difference arising at any time as to the construction, meaning or effect this Agreement or any clause or thing contained herein, or the rights, duties, liabilities and obligations of the Parties hereto in relation to this Agreement and the same is not resolved within 30 (thirty) days of its written reference to the other Party, the Parties agree to refer such matter to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time, whose provisions are deemed to be incorporated by reference in this Clause.
- 24.3 Either Party can initiate arbitration by serving an arbitration notice to the other Party. A sole arbitrator to be appointed by the Bank in accordance with the Arbitration and Conciliation Act, 1996 shall preside over the arbitration.
- 24.4 The venue and seat of arbitration shall be Kolkata.
- 24.5 The Arbitral Award shall be final and binding on the Parties.
- 24.6 The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

#### 25. ASSIGNMENT

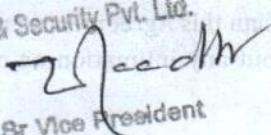
- (1) The Service Provider shall not assign or otherwise transfer, dispose or part with any of its rights or obligations hereunder to any person without the prior written consent of the Bank.
- (2) The Bank shall have the right, in its sole discretion to assign this Agreement to any of its affiliates, group Companies, any person or entity without any intimation or notice or consent of/from the Service Provider.

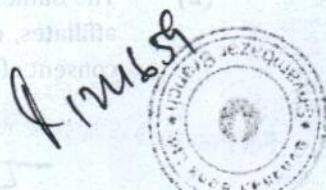
For Premier Vigilance & Security Pvt. Ltd.

  
T. Radhakrishnan  
Sr Vice President



- According to law, under the circumstances mentioned above, it is hereby agreed to amend the  
26. **FURTHER ASSURANCE**  
Each of the parties hereto shall co-operate with the others and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.
27. **COSTS**  
Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation, and execution of this Agreement.
28. **COUNTERPARTS**  
This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.
29. **SURVIVAL**  
The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.
30. **FORCE MAJEURE**  
If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond such party's reasonable control including but not limited to, acts of God, fire, explosion, riots, terrorism, lock-outs or strikes by employees or any other labour disputes; any law, order or regulation of national, state or local government or any civil or military authority; or by national emergencies, wars, then such party shall not be liable to the other for its failure to perform hereunder. The parties shall take reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.
31. **PENALTY CLAUSE :**  
Bank shall have the right to impose penalty it deems fit on the Service Provider in case of Bank being put to any financial loss directly or indirectly by any act or omission on the part of the Service Provider and also for any deficiency of services reported from the employees/officers of the Bank at places/offices where the Service Provider deploys its Personnel.
32. **SUCCESSORS**  
This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective administrators, successors, and permitted assigns. Nothing herein, except as specifically provided in this Agreement, is intended to confer upon any person, other than the parties hereto and their respective administrators, successors, and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

For Premier Vigilance & Security Pvt. Ltd.  
  
Sr Vice President



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal at the day, month and year first herein above written.

**SIGNED, SEALED AND DELIVERED**

By the within named

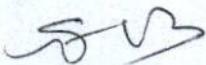
Premier Vigilance & Security Pvt Ltd

Through its Authorised Signatory

Name - SANJIB SAHA

Designation - Asst. Manager

Witness



**SIGNED, SEALED AND DELIVERED**

By the within named

Bandhan Bank Limited

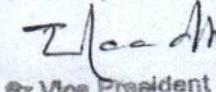
Through its Authorized Signatory

Name -

Designation -

Witness

For Premier Vigilance & Security Pvt. Ltd.

  
By Vice President

## SCHEDULES

### SCHEDULE - I

#### SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER AND QUALITY AND SCHEDULE SPECIFICATIONS

##### Roles and Responsibility

###### A. Responsibilities of office Assistant

1. Must be smartly dressed with company uniform with display of ID card.
2. The office Assistant shall be vested with multitasking duties as assigned by Branch Head/unit in charge from time to time.
3. Maintaining work station in a presentable manner.
4. Ensure orderliness in placement of furniture and ambience.
5. Photocopying and distribution of the documents.
6. Ensure proper housekeeping in Branch.
7. Dispatch & delivery of local couriers/official documents.
8. Distribution of incoming Fax to the concerned branch staff.
9. Documenting inward and outward couriers.
10. Running pantry and Ensuring its upkeep/cleanliness/maintenance/hygiene.
11. Serving visitors/customers with etiquette and manner & aiding client reception.
12. Maintaining consumables.
13. Maintaining Gen set and log book.
14. Ensuring secrecy and confidentiality of information.
15. Maintaining highest standard of discipline & integrity.
16. Any other official duties as assigned by Branch Head.

###### B. Responsibilities of Housekeeping Service:

1. Must be smartly dressed with company uniform with ID card.
2. Maintaining highest standard of discipline & integrity.
3. Ensuring high standard of cleanliness & sanitation in work stations, common areas, wash rooms & lavatories, pantries, meeting room, parking areas and other occupied areas.
4. Use of consumables judiciously and record keeping.
5. Ensuring orderly placement of articles/equipment.
6. Aiding in shifting/relocation of materials.
7. Spraying room freshener (cover office area, cabins, conference/meeting rooms etc.)
8. Cleaning of white board in the Conference Room/Meeting room.
9. Replacement of white board dusters, markers as and when required.
10. Emptying of dustbins under the workstation.
11. Cleaning of Pantry thoroughly including steel basins.
12. Cleaning of the laminates and the cabinets.

For Premier Vigilance & Security Pvt. Ltd.

*[Signature]*  
Sr Vice President



**13. Cleaning of light fittings and switch plates.**

**Scope of Daily/Periodical Upkeep by Housekeeping staff**

The scope of work shall include providing comprehensive Housekeeping, Waste Management, Pantry and Office services at the Proposed Office. The scope should cover the following aspects:

**(i) Daily cleaning of the following :**

**General :**

- All floor areas: Spot clean all marks, stains and spills
- Vinyl or Tiles: scrub or spray to remove scuff marks when necessary
- Clean and polish entrance doors and hardware - remove finger and/or scuff marks
- Clear all dustbins under each workstation at least every four (4) hours
- Ensure vendor checks for the correct placement of all keyboards and chairs across each floor when not occupied
- All balconies/recreational areas to be free from rubbish, swept clean

**Foyer/Reception Area :**

- Floors buffed and polished (all stone, slate and ceramic floors to be washed with a neutral detergent)
- Reception desk and surfaces to be wiped/dusted thoroughly
- Wipe clean and polish walls in foyer and to glass entrance doors and mirror windows to be spot cleaned for any finger marks, stains or other marks
- Flower boxes (if any) to be cleared of rubbish
- Special attention to be given to entrance and areas (as required)
- Shake out front doormats (if applicable), and sweep footpath outside the premises
- Sweep all external walkways and landings
- Clean all stair landings, stairways and ground floor window sills
- Clean all door mats

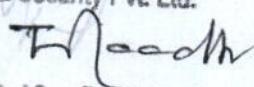
**Work Stations and Offices :**

- Empty all waste bins at least every (4) four hours
- Wipe, replace bin liners as required
- Clean tables, cabinet tops and conference and meeting room furniture and equipment
- Clean doors and partitions
- Clean writing boards in conference and meeting rooms
- Clear any debris from plants (i.e. leaves fallen from the plant)
- Recycling
- Conduct a full clean each weekend for Offices

**Toilets/Restrooms :**

- Check on the general cleanliness of each toilet block every 2 (hours)
- Provide a checklist for recording routine inspections

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President



- Wipe clean all cubicles and urinals using an appropriate disinfectant and hygienic sanitary blocks
- Wipe clean all basins/taps/wall dryers/fixtures and fittings
- Replenish all consumables including hand towels and toilet rolls as required
- Floors cleaned and mopped at least 4 times per day

#### **Server Rooms/Data Labs :**

- Full clean of all floors/walls and doors daily, window panels
- AC Ducts/lighting
- Remove any rubbish
- Must be accompanied by authorized personnel from IT Department

#### **Conference Rooms :**

- Empty all waste bins at least every 4 (four) hours
- Water Bottles are replenished and kept clean
- Clean tables, cabinet tops and conference and meeting room furniture and equipment
- Clean doors and partitions
- Clean writing boards in conference and meeting rooms
- Clear any debris from plants (i.e. leaves fallen from the plant)
- Conduct a full clean every weekend or at times of lease usage.

#### **Meeting Rooms :**

- Empty all waste bins at least every 4 (four) hours
- Wipe, replace bin liners as required
- Clean tables, cabinet tops and conference and meeting room furniture and equipment
- Clean doors and partitions
- Clean writing boards in conference and meeting rooms
- Clear any debris from plants (i.e. leaves fallen from the plant)
- Conduct a full clean every weekend or at times of lease usage.

#### **Training Rooms :**

- Empty all waste bins at least every 4 hours
- Wipe, replace bin liners as required
- Clean tables, cabinet tops and conference and meeting room furniture and equipment
- Clean doors and partitions
- Clean writing boards in conference and meeting rooms
- Clear any debris from plants (i.e. leaves fallen from the plant)
- Conduct a full clean every weekend or at times of lease usage.

#### **(ii) Weekly cleaning of the following :**

- Wipe all internal doors, workstation partition metalwork/plastic and wall surfaces (other than bare masonry)
- Clean all desk, bench top or table surfaces

For Premier Vigilance & Security Pvt. Ltd.

Z. S. A. M.  
Dr. Ishaan Dhamrait



- Wipe out wastepaper bins or replace liners
- Full clean of front door mats
- A/C Vents/Lighting, external signage and window panels

**(iii) Monthly cleaning of the following :**

- Thoroughly clean all external signage, windows. Both sides of Reception area glass and entrance doors, including all aluminum frames and door handles
- Dust all interior walls, ledges, furniture and equipment
- Workstations to be cleaned
- Deep clean conference and meeting rooms
- Deep clean of all toilets

**(iv) Quarterly cleaning of the following :**

- Deep clean Help Desk Area
- Clean internal windows, sills and blinds
- Apply approved polish hard to floors - Maintenance of all fine wood finishes that may include, but shall not be limited to the following: executive furniture, conference room furniture, common area furniture, walls, baseboards, doors, and moldings.

**Regular Services covered under i, ii & iii above :**

Floors, Work station areas, training rooms, Conference rooms, meeting rooms, internal glass fixtures, common areas, heavy traffic areas, external areas and general cleaning as specified.

**Periodic Services covered under iii & iv above :**

- Carpet cleaning & floor scrubbing;
- Internal window and glass cleaning.
- External areas i.e. DG Room and UPS Room
- Cleaning of AC grills, fire sensors, light fittings and extinguishers
- Other emergency cleaning services, as required.
- Periodic inspections to monitor the performance.
- Performance monitoring, ensuring that they are completing the daily housekeeping checklist
- Ensure they performs services to the above specified scope
- Ensure all equipment is maintained to the highest possible standard (operational, clean and not in a state of disrepair)
- Implementation of a Housekeeping Manual

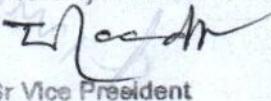
**DEFINITION AND STANDARDS :**

It is recognized that some marks and stains require special cleaning processes to effect removal. These shall be reported to the Operations Head.

**a. Office Equipment & Appliances - Damp Dust**

After damp dusting is complete all external surfaces shall be free of all dust and dirt to leave a clean, dry, uniform appearance.

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President

12/24/659  


**b. Carpet - Spot Clean (for Premium Lounge/Branch)**

After spot cleaning of carpet, the surface should be free of marks, dirt, spots (including substances such as chewing gum/blue-tac etc.) and residue cleaner leaving a visible clean finish with a uniform appearance.

**c. Carpet - Vacuum (for Premium Lounge/Branch)**

After vacuuming is complete, carpet shall be free of all visible litter, dirt, dust and build up (especially on edges) ensuring a clean uniform appearance.

**d. Chairs - Cloth - Vacuum**

After cleaning, chairs are to be free of dirt and marks.

**e. Chairs - Cloth - Shampoo Extraction**

When extraction shampooing is complete, the surface should be free of all deep-seated dirt, stains and soiling and be left in a reasonably dry condition giving a clean uniform appearance.

**f. Chairs - Clean**

After cleaning, chairs are to be free of dirt and marks.

**g. Water and beverage vending machines-Clean**

On completion of cleaning, all surfaces are to be free of visible dirt, bacterial and residue cleaner leaving a clean appearance.

**h. Floors (All) - Sweep**

After sweeping, all floor surfaces shall be free of visible dust, loose dirt and litter. All dust, loose dirt and litter shall be collected and disposed of in an approved rubbish bin.

**i. Floors (Concrete) - Damp Mop**

On completion of damp mopping all floor surfaces shall be free of all marks and dirt especially in corners and edges, visibly clean and without streaks.

**j. Floors (Vitrified/Granite) - Machine Scrub**

On completion of machine scrubbing, all floor surfaces shall be free from all visible dirt, marks, grime, residue cleaner and any build-up (especially the edges) to display a uniform clean appearance.

**k. Glass (Window, Partitions, Doors) - Spot Clean**

After spot cleaning of glass, partitions, windows and doors, all marks and dirt on windows shall be removed leaving the surface visibly clean and unmarked.

**l. Glass (Windows, Partitions, Doors) - Wash**

After washing of glass is complete, the surface shall be free of visible dirt and smears.

**m. Grilles (In Doors, Air Conditioning, Diffusers, Vents) - Damp Dust**

After damp dusting is complete, all grilles shall be free of dust and dirt to leave a clean, dry uniform appearance.

For Premier Vigilance & Security Pvt. Ltd.

Sr Vice President



**n. Rubbish Bins - Empty and Replace Liners**

After rubbish bins have been emptied, the bins shall be free of dirt and litter. Liners shall be changed, with a size compatible with that of the bin, whenever they contain moist materials, food or have tears or holes in them.

**o. Surfaces - Damp Dust**

After damp dusting is complete, all surfaces shall be free of visible dust, dirt and build-up (especially in corners and edges) to leave a clean, dry uniform appearance.

**p. Tables, Cupboards, Chairs, Desks - Damp Dust/Clean**

After damp dusting/cleaning of tables, cupboards, chairs and desks is complete, all surfaces shall be free of dirt, dust and residue cleaner to leave a clean, dry uniform appearance.

**q. Toilets, Toilet Units, Hand Basins - De-scaling**

On completion of de-scaling, urinals and toilet bowls shall be free of calcium build-up, acid, odour, bacteria, residue cleaner and all visible dirt leaving the surfaces with a clean appearance. After sanitizing, toilet and hand basins will be free of dirt, stains and dust. The cleaning materials utilized in the service of cleaning the toilet facilities shall only be used for the purpose of the cleaning of the toilet facilities.

**r. Toilet Partitions - Clean**

On completion of cleaning of toilet partitions the surface shall be free of all removable marks, dust and be visibly clean with a uniform appearance. Non-removable marks (graffiti) are to be referred to the Facility Manager.

**s. Toilet Units, Hand Basins - Clean and Sanitize**

After cleaning and sanitizing, toilets and hand basins shall be free of dirt, dust, stains and marks, cleaner residue and bacteria. The cleaning materials utilized in the service of cleaning the toilet facilities shall only be used for the purpose of the cleaning of the toilet facilities.

**t. Walls (Plaster of Paris partitions) - Spot Clean**

After spot cleaning has been carried out on brick walls, all removable marks and dirt are to be eliminated leaving the surface visibly clean and free of any residue cleaner. Non-removable graffiti on external walls is to be referred to the Facility Manager.

**u. Walls (Painted) - Spot Clean**

On completion of spot cleaning on painted walls, surfaces shall be free of marks, dust, and residue cleaner and be visibly clean with a uniform appearance.

**v. Window Tracks - Vacuum**

On completion of vacuuming, the window grooves will be free of dust, sand, dead insects and debris leaving the surfaces clean and unobstructed.

**w. Wooden Furniture - Polishing**

After polishing, wooden furniture shall be free of dust and marks and will be clean with a uniform high sheen for lasting protection.

For Premier Vigilance & Security Pvt. Ltd.

Sr Vice President

Z. M. A. Ch

12/16/09

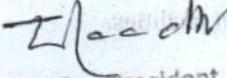


**SCHEDULE - II**

<b>COMPONENTS</b>	<b>A</b>	<b>B</b>	<b>C</b>
Basic Pay	523.00	437.00	350.00
VDA	116.00	97.00	77.00
MW/Day	639.00	534.00	427.00
<b>Working Day</b>	<b>26</b>	<b>26</b>	<b>26</b>
Wages	16614.00	13884.00	11102.00
PF	1950.00	1804.92	1443.26
ESI	539.96	451.23	360.82
Bonus	1383.95	1156.54	924.80
Uniform Charges	150.00	150.00	150.00
Management Fee	500.00	500.00	500.00
Sub Total	21137.90	17946.69	14480.87
GST (18%)	3804.82	3230.40	2606.56
<b>TOTAL</b>	<b>24943.00</b>	<b>21177.00</b>	<b>17087.00</b>

- In case of Introduction/Revision/Notification of Govt Orders/Rules/acts effecting the quoted/ordered rates in any future date during the continuation of the Contract, equivalent change of rates will automatically come into effect from the effective dates of such Govt Order/Rules/Act/Notifications without any further correspondence.
- The requirement in number of Manpower may be changed (increase or decrease) and shall be communicated in advance by Bank to the Service Provider in writing. The Fee as mentioned above shall also vary depending upon the number of manpower deployed.

For Premier Vigilance & Security Pvt. Ltd.

  
Sr Vice President

