भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AE 397047

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("Agreement") made at **Kolkata** on this **1st 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 **Uttarpara ,** 38/16,New G.T. Road, P.O. Uttarpara, Hooghly, West Bengal, Pin-712258 (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.

Sr Vice President

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(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:

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Sr Vice President

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Uttarpara Branch

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Branch Head / Asstt. Branch Head

(a) Words using the singular or plural number also include the plural or singular number, respectively;

(b) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;

(c) The term "Recital", "Section", "Clause", "sub-Clause", "Schedule", Attachment" and "Annexure" refers to the specified recital, section, clause, schedule, attachment and annexure, respectively, of this Agreement;

(d) References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so enacted (whether with or without modification.); and

(e) Headings, bold, italicized and other stylized typefaces are only for convenience and shall not be considered for the purposes of interpretation/construction of this Agreement.

2. **SCOPE OF WORK:**

Subject to the terms and conditions hereinafter contained and in consideration of the payment of the Consideration set out in this Agreement, the Service Provider shall provide the services as mentioned in Schedule I to the Bank (hereinafter referred to as '**Services**').

3. **TERM OF THE AGREEMENT**

3.1 This Agreement shall remain in force for an initial period of **12** months from the Effective Date, unless terminated sooner in accordance with the provisions of this Agreement. The Effective Date for this Agreement shall be **01.04.2021**

3.2 Notwithstanding what is stated hereinabove, this Agreement shall, unless terminated earlier in accordance with the terms hereof, continue to be operative in full force and effect, even after the expiry of 12 (twelve) months, on a month to month basis until renewed in writing by mutual consent of the Parties, or terminated on written notice being given by either Party. During such continuation of the Agreement the terms and conditions as set out herein shall be validly subsisting and remain binding on both parties.

4. **PROVISION OF SERVICES**

4.1 The Service Provider agrees to provide to the Bank and the Bank agrees to avail from the Service Provider the Services as described in Schedule I and other services as may be assigned by the Bank to the Service Provided from time to time, pertaining to the places/offices/branches set out in Schedule II hereto, on the terms and conditions set forth herein.

4.2 The Bank may, by written notice, request the Service Provider for any addition to or deletion from the list of places/offices/branches contained in Schedule II hereto, and the Parties shall agree on the terms and conditions for such addition or deletion, as the case may be, by exchange of letters.

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Sr Vice President

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5. CONSIDERATION

5.1 In consideration of the provision of the Services by the Service Provider in accordance with the terms and conditions of this Agreement, the Bank shall pay to the Service Provider a fee ("Fee") calculated and payable in accordance with the payment schedule as set forth in Schedule II hereto. Subject to the terms and conditions of this Agreement, payment of this Fee shall constitute the Service Provider's full and final consideration for the performance of the Services. Bank shall be at the liberty to reject an invoice if the same not issued in the form and manner as per the requirement of the Bank.

5.2 The Service Provider shall be solely liable for the payment of all central, state and local levies, taxes, duties, GST, fines and penalties (including without limitation sales taxes, value added taxes, excise duties and customs duties, if any), by whatever name called , as may become due and payable in relation to the Services, and any amounts payable by the Bank to the Service Provider shall be subject to any tax required to be deducted at source (including service tax, if any) in accordance with the applicable laws and regulations.

5.3 Any short payment and/or non-payment of statutory and/or contractual contributions in respect of Services to the Personnel during the Term of the Agreement, shall be made good by the Service Provider and the Bank shall reserve the right to deduct/retain/claim any such amount equivalent to such short payment and/or nonpayment from the Fee payables to the Service Provider, in case of failure on part of the Service Provider to make good the default.

5.4 The Personnel engaged by the Service Provider for fulfillment of its obligations under this Agreement shall in no case be entitled to any benefit, monetary or otherwise which may permissible to the employees of the Bank nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against the Bank.

5.5 Notwithstanding anything contained herein, in the event any legal payments made to the Personnel of the Service Provider by the Bank, the amounts shall be fully recoverable from the Service Provider, including any interests and additional charges that the Bank may impose at its sole discretion.

5.6 Upon termination and/or cessation of Services by the Service Provider without reasonable notice to the Bank in terms of this Agreement, the Bank shall be liable to pay the accrued Fee to the Service Provider (for the Services rendered prior to such termination and/or cessation of Services) only if the invoice(s) are submitted to the Bank within 60 days of such termination/cessation. In case, the invoice(s) are presented at any time, beyond the period of 60 days, the Bank at its sole discretion may reject such invoice(s) and the decision of the Bank shall be accepted by the Service Provider, without any protest or demur.

6. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider :

(a) shall provide the Services set out in Schedule I hereto in accordance with the quality and Schedule Specifications and at the places/branches/offices set out in Schedule II hereto:

(b) shall at all times perform the Services in accordance with all Laws, the Bank's instructions, and the terms and conditions set out in this Agreement:

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(c) shall undertake any repair, replacement, up gradation or procurement of equipment necessary for the provision of the Services, at its own cost:

(d) shall provide such suitably qualified, experienced and competent Personnel as may reasonably be required for the performance of the Services.

(e) shall further ensure training of the Personnel working under this Agreement to render the quality of Services. Any gaps, technical or other skills, shall be effectively plugged to bring execution efficiency. Service Provider shall maintain in full force and effect all applicable licenses, permits, registrations and permissions as may be required for the purpose of rendering the Services under this Agreement and for matters incidental thereto from time to time.

(f) shall withdraw or bar any of its Personnel from the provision of the Services if, in the sole opinion of the Bank:

(i) the quality of Service rendered by the Personnel is not in accordance with the Quality and Schedule Specifications; or

(ii) it is not in the interest of Bank that such Personnel of the Service Provider continues to be involved in the provision of Services;

(g) Subject to the terms of this Agreement, Service Provider shall be solely responsible for the selection, hiring, assigning and supervision of the Personnel and shall employ sufficient number of Personnel to provide the Services in a prompt and efficient manner. The Service Provider agrees that the Personnel shall work under the supervision, control, and direction of the Service Provider. The Service Provider shall be solely responsible for all negotiations with Personnel relation to salaries and benefits, and shall be solely responsible for assessments and monitoring of performance and for all disciplinary matters;

(h) shall not knowingly engage any Personnel with a criminal record/conviction and shall bar any such person for participating directly or indirectly in the provision of Services under this Agreement:

(i) Prior to the employment of any Personnel, by the Service Provider, the Service Provider shall, at its own expense carry out best case, background screening in respect of academic representations made by such Personnel, about earlier employment including whether the Personnel was employed with the Bank;

(j) It shall be the sole responsibility of the Service Provider to verify and confirm the antecedents of the Personnel deployed/engaged by the Service Provider. If at a later stage it is found that the Service provider had employed any person with criminal record or prior Conviction, then Bank shall have the option to terminate this Agreement with immediate effect without assigning any reason thereto, including claiming damages or losses suffered if any.

(k) shall at all times use all reasonable efforts to maintain discipline and good order amongst its Personnel:

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(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.

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(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, it's 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

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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.

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8.3 The Service Provider shall co-operate fully in defending any claim/s by any local, state or central authority against the Bank with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by the Service Provider, and shall indemnify the Bank, fully and without limit, against the same. This provision shall survive the termination of this Agreement.

8.4 The Service Provider hereby agrees to indemnify and hold the Bank harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees, to which the Bank may be subjected by virtue of a breach of any of the representations and/or warranties set out in this Agreement.

8.5 The Service Provider agrees to indemnify the Bank, its directors, officers and employees for any liability (a) arising directly out of any use of the data by the Service Provider as provided by the Bank, which is not authorized by the Bank; (b) arising out of gross negligence and wilful default of the Service Provider; and (c) any wilful misuse or unauthorized use or dissemination of Services/information/material post transmission by the Bank to the Service Provider.

8.6 The Service Provider shall indemnify and compensate the Bank, if the Bank as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the Personnel/workforce engaged by the Service Provider. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act and in this Agreement, shall be applicable to the Parties.

8.7 In no event shall the Bank be liable to the Service Provider for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Services, materials or assistance provided under this Agreement.

Notwithstanding anything herein to the contrary, this Section shall survive the termination of this Agreement, including, without limitation, survival beyond the period of limitation in regard to any compensation that the Bank may be entitled to, statutory or otherwise, for assuming the liabilities of a Principal Employer under the Contract Labour (Regulation and Abolition) Act.

9. TERMINATION

9.1 Subject to the provisions of this Agreement, either Party shall have a right to terminate this Agreement, at any time by giving not less than 30 days' prior written notice of its intention to do so, to the other Party.

9.2 The Bank shall have a right to terminate this Agreement with immediate effect without assigning any reason thereto, if at any time during the term of this Agreement the Bank is informed or information comes to the Bank's attention, or if it is so decreed or adjudged by any court, tribunal or other authority, that the Service Provider is or may be in violation of any laws.

9.3 Notwithstanding anything herein contained, the Bank may by giving Fifteen (15) days' notice in writing to the Service Provider, terminate this Agreement under any one or more of the following circumstances :

(a) If the Service Provider fails to perform any of the services as referred in the Schedules of this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement;

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(b) If the Service Provider becomes insolvent or undergoes a resolution or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts as they become due or proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition for insolvency is filed against the Service Provider and such petition is not dismissed within 90 (Ninety) days after filing;

(c) If in the opinion of the Bank the interests of the Bank are jeopardized in any manner whatsoever.

9.4 It is hereby agreed and understood by the Parties that the provisions of this Section shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions against Service Provider for any breach or non-compliance of the terms of this Agreement.

9.5 On the expiry or termination of this Agreement, the Service Provider shall hand over or cause to be handed over all the Information, assets, documents, instruments and/or properties of or relating to, the Bank and all other related materials in possession of Service Provider to an authorized official of the Bank within _____ days.

9.6 However, the termination of this Agreement shall not affect:

9.6.1 any of the obligations/liabilities to which a Party may be subject, that has accrued prior to such termination; and

9.6.2 obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term, including, without limitation, indemnities, warranties and covenants which provisions shall survive the expiration or termination of this Agreement.

10. DATA OWNERSHIP

10.1 The Service Provider shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the Data Protection Legislation.

10.2 For the purpose of this Agreement,

"Data Protection Legislation" means the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):

- the Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") and any other applicable rules framed thereunder;
- all other banking industry guidelines (whether statutory or non-statutory) or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any regulator to the Bank; and

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- any other Applicable Law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.

10.3 "Personal Data" shall have the same meaning as ascribed to the term 'Sensitive Personal Data or Information' under the Privacy Rules (as amended from time to time).

10.4 The Service Provider shall only undertake the processing of Personal Data that is reasonably required in connection with the performance of its obligations under this Agreement; and in accordance with the written instructions of the Bank. The Service Provider shall comply with all reasonable procedures and processes notified by the Bank, from time to time. The Service Provider shall not process or transfer any Personal Data outside India without the prior written consent of the Bank, under any circumstances whatsoever.

10.5 The Service Provider shall at all times have appropriate technical and organizational measures in place acceptable to the Bank:

- to prevent unauthorized or unlawful processing of any Personal Data;
- to protect any Personal Data against accidental loss, destruction or damage;
- to ensure the reliability of its employees/contractor having access to the Personal Data;
- On the request of the Bank, the Service Provider will provide a detailed, written description of the measures undertaken by the Service Provider and the Service Provider's compliance with those measures and allow the Bank to access to the Service Provider's premises to inspect its procedures for the processing of Personal Data;

10.6 The Service Provider shall not sub-contract to any third party any of its obligations to process Personal Data on behalf of the Bank. The Service Provider has provided the Bank with such information as the Bank may require to ascertain that such sub-contractor has the ability to comply with the provisions of this Agreement and the Service Provider has obtained the prior written consent of the Bank;

10.7 Upon expiry or termination of this Agreement for any reason the Service Provider shall immediately return, or at Bank's option and instruction, destroy any Personal Data held by it and or its Personnel or subcontractors and issue a confirmation of compliance in this regard to the Bank.

11. RETENTION OF DOCUMENTS

11.1 Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by The Bank, the Service Provider shall deliver to The Bank all documents provided by or originating from The Bank and all documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by The Bank at no additional cost.

11.2 The Service provider shall not, without the prior written consent of the Bank store, copy, distribute or retain any such Documents. The Service Provider shall preserve all documents provided by or originating from The Bank and all documents produced by or

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from or for the Bank in the course of performing the Services in accordance with the legal, statutory, regulatory obligations of The Bank in this regard.

12. **COMPLIANCE WITH LAWS :**

12.1 The Service Provider confirms that it has a license or it shall obtain a license under the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, and shall comply with the provisions thereon and shall defend/indemnify the Bank, its employees and Directors against any actions that may be initiated for non-compliance of the said Act and the Rules and shall also liable to such action as the Bank may deem fit and proper. The Service Provider shall comply and maintain all the registers and records required to be maintained under the various labour enactments and rules framed there under. The Service Provider undertakes that it shall fulfill and comply with all the requirements of statutory provisions including but not limited to Minimum Wages Act, as may be notified by the Appropriate Government/labour authority, Payment of Wages Act, Acts related to Provident Fund and ESI and other laws, obtaining registrations, filing returns and contractual obligations applicable to it in respect of the Personnel engaged by the Service Provider for providing the Services to the Bank and the Bank shall not be liable for the same in any manner whatsoever.

12.2 The Service Provider shall be responsible for due compliance with all statutory provisions including those relating to Employees Provident Fund and miscellaneous Provision Act, 1952, Employees State Insurance Act, 1948, Minimum Wages Act, 1948, Industrial Relations Code, 2020, Code on Social Security, 2020 and Occupational Safety, Health and Working Conditions Code, 2020 and all other laws and rules applicable (including any amendments thereto, from time to time) to it in respect of the Personnel engaged by it either independently or by reasons of their working in the premises specified in Schedule II.

12.3 The Service Provider shall provide the code number of registration allotted to it by the Regional Provident Fund Commissioner and the Regional Director of Employees State Insurance for purposes of Provident Fund deductions and ESI benefits. Copies of such certificates and the names of employees engaged from time to time shall be furnished by the Service Provider to the Bank promptly. Challans for payment of statutory dues under the various enactments other than income tax and sales tax shall be produced in original, within three days of payment for the perusal and satisfaction of the Bank together with a copy of the same for its record. No claim relating to any person (s) employed/engaged by the Service Provider shall be entertained or lie against the Bank. If there is any claim against the Bank which it is bound to meet and discharge by reason of any statutory obligation or dictates of law due to the fact of the concerned employee (s) working in the premises of the Bank, the Service Provider shall be responsible to fully reimburse and compensate the party of the Bank and on failure to do so be bound to face proceedings on that account.

12.4 The Service Provider shall pay its employees/persons/Personnel engaged by it the wages which shall not be less the minimum wages fixed by the Appropriate Government/labour authority and as revised from time to time. It shall also give such persons all benefits provided for under any law for the time being in force. The Bank shall be at liberty to satisfy them regarding compliance of the statutory requirements by the Service Provider. In case the Service Provider does not pay the minimum wages to any person (s) employed/engaged by it or violates any labour, industrial or other laws applicable to it, alone shall be responsible for the consequences including for prosecutions if nay, and the Bank shall have nothing to do with it.

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12.5 The Service Provider shall be responsible for payment of corresponding amount to the Personnel engaged by him as per the formula specified in the Payment of Gratuity Act, 1972 or any amendments thereto or any other laws in force replacing the Act. Acknowledgement of such payment shall be submitted to the Bank.

12.6 The Service Provider agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or it is brought to the notice of the Bank that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect without assigning any reasons, apart from claiming such damages the bank may suffer in this aspect.

12.7 The Service Provider shall establish and maintain all proper records particularly but without limitation required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation. Service Provider further agrees that notwithstanding the termination of this agreement either by the efflux of time or otherwise Service Provider shall provide such details as above to the Bank as and when required by the Bank or demanded by the authorities for submission. Any breach of this condition shall entitle the Bank to claim such damages the Bank may suffer in this respect. The service provider shall submit the challans for tax payments i.e. Provident Fund, other statutory dues, etc. as and when required by the bank in the prescribed format. Non-submission shall be an event of default liable for termination.

12.8 The Service Provider shall be solely liable for any violation of the applicable statutory and/or regulatory provisions as applicable and shall pay the penalty and the Bank will not be liable for the same, in any manner whatsoever. The Service Provider shall indemnify the Bank against all the claims raised against the Bank with regard to the Services being rendered by the Service Provider.

13. INDEPENDENT SERVICE PROVIDER

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof.

14. SUB-CONTRACTORS :

14.1 The Service Provider shall not assign or subcontract any of its responsibilities contained in this Agreement to any agent, sub-agent or subcontractor without prior written permission of the Bank, which the Bank may deny at its absolute discretion and if the Bank gives such prior written permission, it shall not be construed as waiver of any accrued rights and/or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its contractors, sub-contractors or agents.

14.2 Nothing in this Agreement shall be construed as creating any contractual or other relationship between the Bank and any such contractor/sub-contractor or agent, nor any

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obligation on the part of the Bank to pay or see to the payment of any money due to any contractor/sub-contractor/agent.

15. **INSPECTION AND RIGHT TO AUDIT :**

15.1 The Service Provider shall keep complete and accurate books, records and information of all the operations and expenses in connection with the Services provided to the Bank in a manner satisfactory to the Bank. The Service Provider agrees to keep all such records for which instructions have been issued for a minimum period of 10 years or such longer period as may be notified to it from time to time. The Service Provider agrees that upon intimation by Bank that the Regulator or any person so authorised by Regulator shall have right to conduct an inspection and audit by internal or external auditor so appointed by the Regulator or by the Bank and examine the documents , records and transactions pertaining to the Bank either stored or processed or within the custody of the Service Provider, the Service Provider shall immediately upon the said intimation and without demur, allow free access to the said Regulator or its authorised person either independently or along with the officials of the Bank to access the bank's documents, record of transactions and other necessary information either in physical form at the place where it is stored or in any other form as it is stored or as it may be needed by the said Regulator or its authorised person to be so provided or inspected and shall be that pertaining to the services offered to Bank alone.

15.2 The Service Provider unequivocally agrees that in case the Bank, its auditors (both internal and external), RBI/SEBI, other Regulator/s, or any other person so authorised by the Regulator wants to have access and inspection and conduct audit of the Service Provider's books, accounts, records of transactions, and other necessary information relating to the services provided by the Service Provider to Bank, in such an event, the Service Provider shall, without demur within a reasonable time from the notice period, allow such uninterrupted inspection, examination and audit of records and shall co-operate and shall provide all assistance to the Regulator or its authorised person. Failure to do so on the part of the Service Provider shall tantamount to breach of the terms of Service Level 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

15.3 The Service Provider shall create and maintain reasonable detailed, complete and accurate documentation the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure Bank's data.

15.4 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.

16. **CONFIDENTIALITY AND SECRECY**

16.1 The Service Provider recognizes that in the course of the transactions envisaged by this Agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the Bank and its businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, the terms of this Agreement and the details of the negotiations between the Parties (the "information") . The Service Provider agrees that it shall:

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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.

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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

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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

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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.

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For Bandhan Bank Ltd.
Uttarpara Branch

Branch Head / Asst. Branch Head

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

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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.

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Uttarpara Branch

Branch Head / Asstt. Branch Head

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. **SUCESSORS**

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

For Bandhan Bank Ltd.
Uttarpara Branch

Branch Head / ~~Asstt. Branch Head~~

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 – Ashok kumar Middle

Designation – Sr. Executive - Operations

Witness

SIGNED, SEALED AND DELIVERED
By the within named
Bandhan Bank Limited

Through its Authorized Signatory

Name –

Designation –

For Bandhan Bank Ltd.
Uttarpara Branch

Branch Head / Asst. Branch Head

Witness

12/4/20

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.

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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

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- 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 moped 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

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- 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.
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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.

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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.

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SCHEDULE - II

COMPONENTS	A	B	C
Basic Pay	523.00	437.00	350.00
VDA	116.00	97.00	77.00
MW/Day	639.00	534.00	427.00
Working Day	26	26	26
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
TOTAL	24943.00	21177.00	17087.00

- 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

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Uttarpara Branch

Branch Head / Asst. Branch Head

12/4/20