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**Notice to Contractors for Engagement of Private Security Agency Guards for
Indian Bank Zonal Office West, 216A, Dr. A.B. Road, Worli, Mumbai- 30**

1. Sealed quotations are invited from eligible Private Security Agencies who fulfill the eligibility criteria for providing Security Services for Indian Bank Zonal Office (W) for its ATMs/Brs, Premises & Flats. The total requirement (in all) – is **70 Guards Approx.**
2. Two bid system will be followed in the process, **Technical bid** and **Financial bid**. The Technical Bid will be opened first to evaluate the eligibility criteria. Financial bids of those agencies which qualify the eligibility criteria only will be opened.
3. The application can also be obtained from the Chief Manager (Security), Indian Bank, Zonal Office, 216A, Dr A.B. Road Worli, Mumbai 400030 on all Bank working days between 10.00 am to 5 p.m. from **04.08.2021 to 18.08.2021**.
4. The cost of Tender is **Rs. 500/- (Rupees Five hundred only)** which is inclusive of GST to be submitted in the form of crossed Demand Draft favouring Indian Bank, payable at Mumbai (Non Returnable).

Earnest Money	Rs. 25,000/- (Rupees Twenty Five thousand only) by crossed Demand Draft payable at Mumbai, drawn in favour of Indian Bank .
Time & Date of submission of Tender	2.00 p.m. on 18.08.2021 as per the instructions in tender documents.
Time & Date of opening of Technical Bid	3.00p.m. on 18.08.2021 (Wednesday)
Time & Date of opening of Financial Bid	To be informed later.

5. Conditional tenders, late tenders and tenders without EMD will summarily be rejected. Any tender received open, or not meeting all the tender conditions is liable to be rejected.
6. The **Bank is not bound to accept the lowest tender** and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. Clarifications if any may be sought from mumwest.security@indianbank.co.in / 022-24821986 (between 10 to 5 PM on all Bank working days).
7. Submission of a tender by a tenderer implies that he has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
8. It is clarified that there is no employer – employee relationship between the Bank and the contractor in the engagement of security guards and that the contract is not a contract for employment.
9. **Central Minimum Wages** will be applicable for this tender.

Mumbai.
Date: **03.08.2021**

Chief Manager (Security)

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Instructions to Private Security Agencies (Security Service)

Bid Submission Process

Interested parties shall submit their offer in separate sealed covers super scribed as “Technical Bid, EMD and Financial Bid” for providing Unarmed guards at various Locations under Zonal Office Mumbai west

1. **Technical bid**, in a separate sealed envelope, super-scribed ‘**Technical Bid – Security Services for ‘ATMs/Brs, Premises & Flats’**. **Earnest Money Deposit (EMD)** amounting to **Rs. 25,000/-** (Rupees Twenty Five Thousand only) in the form of Demand Draft drawn in favour of Indian Bank, Mumbai. Earnest money will not carry any interest. **The EMD should be enclosed with the Technical bid.**
2. **Financial bid**, in a separate sealed envelope should be super scribed as ‘**Financial Bid – Security services for ‘ATMs/Brs, Premises & Flats’** should be addressed to the **Zonal Manager, Indian Bank Zonal Office West, 216A , Dr. A.B. Road, Worli, Mumbai- 30.**
3. **Demand Draft drawn in favour of Indian Bank, Mumbai for Rs 500/- inclusive of GST towards cost of Tender (Non – Refundable)** should be placed in another envelope duly sealed. The above envelopes should be put in a sealed cover and submitted to **Indian Bank Zonal Office West, 216A, Dr. A.B. Road, Worli, Mumbai- 30**, on or before **2.00 p.m on 18.08.2021 (Wednesday)**. The amounts filled in financial bid should be written legibly in figures as well as in words.
4. **Bank will reimburse to the PSA the net impact due to increase in minimum wages and / or Dearness Allowance by the Government of India on submission of claim with documentary proof.**
5. (a) The Bidder, whose rate is accepted will be required to furnish a **equivalent to one month’s billing amount** in the form of a Demand Draft favoring Indian Bank. The EMD and Security Deposit shall be encashed and kept with Bank separately during the period of contract. The EMD amount in such case will form part of Security Deposit.

(b) The EMD of remaining Agencies will be returned within 7 days from the date of issuance of work order.
6. The EMD of Bidder, whose rate is accepted, shall be forfeited in case he does not remit the Security deposit as mentioned above of the Contractual amount within 7 days from the date of issuance of work order and / or is not able to provide the requisite number of guards as per requirement of the Bank. Further, the Agency will be debarred from participating in tender process for Security Services in the Bank for a period of 3 years.

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7. All bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The acceptance of a bid will rest with Indian Bank which does not bind itself to accept the lowest tender, and reserves to itself the sole and absolute authority to reject any or all of the tenders received without assigning any reason.

8. Bids not complying with statutory provisions of latest Central minimum wages, EPF and ESIC and statutory minimum Bonus will be rejected.

Splitting of Order:

9. The bank can split the order amongst the Private Security agencies who have been identified as L1 vendors. However, where the work is less and if Bank finds that it will be suitable to manage the work with only one vendor then the entire work may be allotted to only one vendor (L1) at the sole discretion of the Bank.

The Bank may split the order amongst the private Security Agencies who have been identified as Qualified vendors for ensuring better supervision and compliance to statutory provisions under Contract labour , bank at its sole discretion may also choose to allocate the order up to Maximum of 03 vendors provided the qualified bidders are willing to match L1 prices.

If L2 and L3 are willing to match L1 price, then the sites will be divided in the ratio of 50:30:20 approximately.

If only L2 or L3 are willing to match L1 Prices, the sites will be divided in the ratio of 60:40 approximately.

10. The Bidder shall be bound to perform the work during the contract period at the rates and amounts quoted. On acceptance of the bid, the name of the authorized representative of the Contractor who would be responsible for taking instructions from the Bank shall be communicated to the Bank.

11. Any tax in respect of this contract shall be payable by the Contractor / Agency only and the Bank will not entertain any claim whatsoever in this respect except **Goods and Services Tax (GST)**.

12. The Contractor / Agency shall give a list of his relatives working with Indian Bank along with their designations and addresses.

13. No former employee of Indian Bank is allowed to work as a Contractor or as an employee of the Contractor within one year of his retirement / resignation from the Bank's Service, without prior permission of the Bank. The Contractor has to give a declaration to this effect. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the Contractor's service.

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14. The tender shall remain valid for acceptance for a period of **90 days** from the date of its opening. If any Contractor / Agency withdraws its tender upon award of contract / during the contract period, then the Bank shall be at liberty to forfeit the Earnest Money Deposit and Security Deposit.

15. The general terms and conditions for Security Services contract are given in Annexure I (a) and (b) respectively The Agencies may inspect Indian Bank ATMs/Brs/Premises & Flats etc on working days from **04.08.2021 to 07.08.2021** between 11.00 a.m. & 4.00 p.m. Only after due permission from **Security Department, Indian Bank Zonal Office,(W) Worli, Mumbai.**

16. It will be obligatory on part of the Contractor / Agency to **sign on all pages of the tender documents** and that after the work is awarded, he will have to enter into an agreement with the competent authority in the Bank as given in Annexure II on a Non judicial stamp paper of value **not less than Rs 100/-.**

17. Canvassing in connection with this bidding process is prohibited and the tender submitted by the Contractor / Agency who resort to canvassing will be black listed.

18. Engagement of Security personnel will be **for initial period of one year and extendable further, year-wise for a maximum of another two years at the same rates and conditions at the option of the Bank subject to satisfactory performance of the Agency and also keeping the option of the clause (4) as above.** After due tender process, the contract is expected to commence from **01.09.2021.**

19.To arrange security personnel on shift basis through-out the year. The working hours of each guard shall not exceed 8 hours in a day.

20. The Contractor / Agency should ensure that the guards should follow the below mentioned instructions;-

- a) To arrange security personnel on three shifts basis through-out the year. The working hours of each guard shall not exceed 8 hours in a day.
- b) The guard should be in the proper and acceptable uniform.
- c) The guard should be mentally sound, hale and healthy.
- d) The age of the guard should not be more than **45 years**. In case of continuation of existing Guards, maximum age should not exceed 58 yrs
- e) The guard should maintain **IN** and **OUT** register and note the details of movements.
- f) The guard is held responsible for any theft or missing in the duty hours.
- g) The guard should also have to regulate the vehicular traffic on the road at the time of VIP movement.
- h) The guard should always carry a baton and torch light during nights.
- i) The guard should also look after the lighting systems in the night.
- j) All statutory registers should be maintained by the Contractor / Agency.
- k) Guards will report to Secretary or the designated official on reporting for duty.
- l) Guards should report immediately to the Secretary or the designated official

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regarding any incident.

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21. Duties of Private Un-Armed Guards at ATM Sites

- a. Security guard on duty should allow access to ATM card holder only.
- b. He should permit one ATM card holder at one Time.
- c. Do not permit any arms and ammunition inside the ATM by Customers.
- d. In case anybody leave behind any, bag or suspicious item etc. Security Guard on duty should immediately inform the Branch Manager, Security Officer or Civil Police.
- e. Security guard, on duty, should not handle ATM Card of customer for any reason what so ever.
- f. In case of any UNREST in the area, Security guard should lower down the Rolling Shutter and inform the Branch Manager.
- g. He should handle customers diligently who visits the ATM in an inebriated condition.
- h. He should ensure that the ATM site is not Obscured/Blocked by parking heavy vehicles etc.
- i. Security guard should remain in proper uniform at all the times.
- j. In case of any defect arises in ATM / AC & lights etc Security guard should inform concerned officials immediately.
- k. Security guard should not leave the place of duty unless properly relieved.
- l. Remain vigilant, search ATM area randomly for skimming device etc.

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ELIGIBILITY CRITERIA

The mandatory requirements of Private Security Agency for submission of their offer are given below:

I Essential requirements:

- (a) Should be in the business for the last Five years.
- (b) Effective own infrastructure / tie up arrangement with address for training of the Guards must be available with the agency with documentary proof and shall be inspected during technical evaluation.
- (c) Credible supervisory infrastructure and network.
- (d) A Certificate of Registration with Registrar of Companies or Registrar of Firms or a letter of Proprietorship or Registration under Shops and Establishment Act.
- (e) Income Tax Clearance Certificate (latest) and PAN.
- (f) To produce Audited Balance Sheet (2018-19, 2019-20 & 2020-21).
- (g) Produce Certificate of Registration with ESI Corporation.
- (h) Produce Certificate of Registration with EPF Organization under EPF and Miscellaneous Provision Act 1952 **with EPF code number**.
- (i) To produce valid Licence from Police authorities for engaging in the business of Private Security Agency.
- (j) Should be registered with the Govt. under Contract Labour Act (Regulation and Abolition) 1970.
- (k) Should be registered with appropriate authority for GST.
- (l) Documentary proof of having complied with the provisions of Central Minimum Wages Act, 1948 such as wage slip, payment made to ESI, PF organizations etc. to be produced.
- (m) Bonus should be paid as per Bonus Act 1965 and as per **Payment of Bonus (Amendment) Act, 2015**.
- (n) List of Clients with addresses with **Reference Contact person & Phone number**.

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II. The following aspects will be given due weightage:

- (i) Being sponsored by Director General of Resettlement, Ministry of Defence, R K Puram, New Delhi
- (ii) Providing such services to Public Sector Banks and Public Sector Undertakings.

III. General:

- (a) Proof of eligibility criteria and requisite certificate as mentioned above should be submitted along with the application.
- (b) The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi.
- (c) Minimum Wages to be quoted should be based **Central Minimum wages Act.**
- (d) **The genuineness of the certificates produced by the Private Security Agency will be verified with original document kept with the Agency. Contractors who misrepresent eligibility criteria are liable to be disqualified and blacklisted.**
- (e) **In Brihan Mumbai and Thane district of Maharashtra, the security agency should be registered with guard board/to provide Exemption certificate in case of empanelment.**

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Annexure I (a)

GENERAL CONDITIONS OF THE SECURITY SERVICES CONTRACT

1. The Contractor agrees and undertakes to render the SECURITY SERVICE for Indian Bank.
“Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act, V of 1970, having its corporate office at 254-260, Avvai Shanmugham salai, Royapeth Chennai-600014 and amongst other places, a (Indian Bank Zonal Office, (W), 216A , Dr. A.B. Road, Worli, Mumbai, 400030) hereinafter referred as “The Bank”.
2. The Contractor undertakes to obtain such permission / licence, code numbers etc. as may be required by local authorities and under the Private Security Agency Regulation Act 2005, Maharashtra Private Security Agencies Rules, 2008, Contract Labour (Regulation and Abolition) Act, 1970 as applicable, The Employees Provident Fund and Miscellaneous Provisions Act 1952, The Minimum Wages Act 1948, Payment of Bonus Act 1965 etc. The Contractor undertakes to produce the permission / licence etc. so obtained and furnish to the Bank copies thereof as and when required. The Contractor shall be responsible for any contravention of the local / municipal / other laws / rules / regulations.
3. The Contractor undertakes to submit all statutory returns whenever required. In case of breach of any statutory enactment or rule framed thereunder, the contractor alone shall be liable for the consequences while no proceeding or penal action for such breach shall be maintainable against the Bank.
4. **Contractor undertakes to pay wages to his workers / employees not less than the minimum wages as prescribed by the Government of India and / or revised from time to time.** Contractor shall also ensure full compliance with regard to the provisions of **Employees’ Provident Fund and Miscellaneous Provisions Act** and the scheme framed thereunder and shall deposit the requisite contributions (both employers’ and employees’ share) with the concerned Authorities within the stipulated dates as laid down under the law and also submit the statutory Returns as required.
5. That the contractor shall obtain an insurance Policy against accidents and Life Insurance in respect of all the workers / employees whether covered or not under Employees’ State Insurance Act providing coverage against any disability or infirmity or death.
6. In case of an accident, whether resulting in any injury or disability or death of the worker / employee, the Contractor shall be liable to pay to such worker / employee compensation in accordance with the provisions of Workmen Compensation Act, 1923. Such compensation shall be paid to the concerned worker / employee or the legal heirs within one month of the date of accident.
7. In the event, the contractor fails to pay the requisite compensation to its workers / employees, the owner shall be entitled to pay such worker/employee of the contractor, the requisite compensation and the payment so made shall be adjusted against the bills payable to the contractor by Bank.

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8. That the Contractor shall maintain all requisite registers.
9. It is clearly understood and agreed upon by the Contractor that if by virtue of the project / work undertaken by him and labour deployed for the said work, the Bank is saddled with any liability, financial or otherwise under any statutory enactment, the amounts so paid shall be recovered from the monies due to the Contractor. It is further agreed that the contractor shall not be entitled to challenge any such deduction in any Court of law or otherwise.
10. The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of person(s) and property in the works, neighborhood of the works, against the same. The Contractor shall, in all dealings with the labour in his employment, have due regard to all recognized festivals, days of rest, religious or other customs.
11. The Contractor, on the completion / foreclosure / determination of the Agreement, shall forthwith settle all the accounts and /or claims of all the workers/employees.
12. Contractor shall display an abstract of the Contract Labour (Regulation & Abolition) Act and the rules in English and the language spoken by the majority of the workers in such form as may be approved by the Concerned Authority under the Act.
13. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Bank.
14. The Contractor agrees and undertakes to bear all the taxes, rates, charges, levies, claims whatsoever as may be imposed by the State / Central Government or any local body or authority in respect of his contractual obligations. The Contractor agrees to furnish proof of such payments and compliance of the obligation including registration, certificate, clearance certificate etc. that may be required by the Bank from time to time.
15. The Contractor shall indemnify the Bank against any claims, damages, loss or penalty including the costs thereof arising out of any breach or violation of any of the provisions of all the laws including the labour laws as applicable from time to time governing the employees employed by the Contractor.
16. The Contractor shall devote his full attention and shall discharge his obligations under this agreement most diligently and honestly to the full satisfaction of the Bank.
17. The Contractor shall make payment to all his Guards deployed at Bank premises by the First Week of the month. The contractor shall produce a copy of the wage slip duly attested by the Guard and the competent authority of the Agency along with relevant documents of statutory payments and attendance sheets of the month for which invoice is raised to claim reimbursement by the Bank.
18. The Contractor shall provide uniforms to the Guards and wearing of uniforms (including Shoes) is compulsory for the Guards during their working hours. The Contractor undertakes to ensure that the guards shall always report for duty well groomed and in presentable condition i.e. shaved, with proper haircut, clean and in proper uniform etc.

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19. It is clearly understood and agreed upon by the Contractor that if by virtue of the project / work undertaken by him and labour deployed for the said work, the Bank is saddled with any liability, financial or otherwise under any statutory enactment, the amounts so paid shall be recovered from the monies due to the Contractor. It is further agreed that the contractor shall not be entitled to challenge any such deduction in any Court of law or otherwise

20. The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of person(s) and property in the works, neighborhood of the works, against the same. The Contractor shall, in all dealings with the labour in his employment, have due regard to all recognized festivals, days of rest, religious or other customs.

21. The Contractor, on the completion / foreclosure / determination of the Agreement, shall forthwith settle all the accounts and /or claims of all the workers/employees.

22. Contractor shall display an abstract of the Contract Labour (Regulation & Abolition) Act and the rules in English and the language spoken by the majority of the workers in such form as may be approved by the Concerned Authority under the Act.

23. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Bank.

24. The Contractor agrees and undertakes to bear all the taxes, rates, charges, levies, claims whatsoever as may be imposed by the State / Central Government or any local body or authority in respect of his contractual obligations. The Contractor agrees to furnish proof of such payments and compliance of the obligation including registration, certificate, clearance certificate etc. that may be required by the Bank from time to time.

25. The Contractor shall indemnify the Bank against any claims, damages, loss or penalty including the costs thereof arising out of any breach or violation of any of the provisions of all the laws including the labour laws as applicable from time to time governing the employees employed by the Contractor.

26.. The Contractor shall devote his full attention and shall discharge his obligations under this agreement most diligently and honestly to the full satisfaction of the Bank.

27. The Contractor shall make payment to all his Guards deployed at Bank premises by the First Week of the month. The contractor shall produce a copy of the wage slip duly attested by the Guard and the competent authority of the Agency along with relevant documents of statutory payments and attendance sheets of the month for which invoice is raised to claim reimbursement by the Bank.

28. The Contractor shall provide uniforms to the Guards and wearing of uniforms (including Shoes) is compulsory for the Guards during their working hours. The Contractor undertakes to ensure that the guards shall always report for duty well groomed and in presentable condition i.e. shaved, with proper haircut, clean and in proper uniform etc.

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29. All the guards shall be trained in Basic Security procedures, Fire fighting and rescue operations.

30. The Contractor shall not engage any subcontractor for rendering the services mentioned in this contract.

31. The Bank shall be the sole authority to decide on the quality of service rendered by the Contractor. In case the performance of the Contractor is found unsatisfactory, the Bank shall have the right to terminate the agreement without giving any notice and without any compensation to the Contractor.

32. All questions relating to the performance of the obligations under this agreement and all the disputes and differences which may arise either during or after the agreement period or other matter arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Bank. The Contractor hereby agrees to be bound by the decision of the Bank.

33. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demand or assignment of the premises or any part thereof by the Bank to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the agreement period either by efflux of time or otherwise.

34. The Bank shall have the right to withhold any reasonable sum from out of the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to satisfy the action of the Bank as to payment of all statutory and other dues or compliance with other obligations.

35. **Security Deposit : The Contractor shall deposit with the Bank amount equal to onemonth's wage bill as 'Security Deposit' for securing due performance of the contract.** If the Contractor fails to perform his functions stipulated in this contract properly to the satisfaction of the Bank, the Bank has the right to terminate the contract by giving due notice. If the PSA fails to accept the contract upon award and / or withdraws its security services during the contract period, the contractor shall forfeit the entire security deposit. In case of any loss, damage, pilferage, theft etc. occurs in the premises or for any of the losses or damages either liquidated or un-liquidated, the Bank can initiate proceedings against the Contractor for the recovery of damages / losses and the Bank can, in addition to all such remedies, forfeit the security deposit. On the question whether loss or damage is caused or not, the decision of the Bank shall be final. Security deposit or balance of security deposit after recoveries shall be returned within three months after termination/ cancellation / end of contract.

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ANNEXURE I (b)

CONDITIONS OF SECURITY SERVICE

- a. The Contractor shall be responsible for the complete security of Banks Property / Premises and be responsible for fire and rescue services operations.
- b. The contractor shall ensure the presence of **01 Security Guards per shift** in ATM/Brs/Premises & Flats at all times. The contractor shall also ensure that the guards have been given **training in basic Security, Fire fighting and rescue operations to handle any emergency situation.**
- c. The Security Guard shall not leave the post (place) without handing over the charge of guarding from that spot to another Security Guard deployed by the Contractor.
- d. The Contractor shall ensure maintenance of a register recording the entry details of person/vehicle. The Contractor shall ensure recording of details of visitors' name and Mobile No details of the Vehicle No and concerned Drivers of all vehicles which are entering leaving banks premises.
- e. The Contractor shall ensure that all Security /Fire fighting equipments are always kept in order and that required water is always stored in the concerned sump wherein water for fire service is expected to be kept.
- f. The Contractor shall ensure that the Security Guards who hands over charge to other security guards upon duty change (shift) keep the charge taking guards informed of the details of the vehicles parked and other material information.
- g. The Contractor shall ensure that the Security Guards render necessary assistance to the representatives of vendors of CCTV/Alarm & Fire Fighting Equipments AMC Contractor and actively participate in all demonstrations.
- h. The Contractor shall ensure that the Security Guards engaged by the Contractor do not allow anyone who do not have / do not purport to have any authority / right / license / obligation to enter the premises.
- i. The Contractor shall ensure that the Security Guards engaged by the Contractor behave courteously and at the same time smart way with persons who enter the premises both at the time of entry and exit.
- j. Before allowing entry of vehicles, the security guards shall check up and confirm that no article which may cause damage to the premises and / or affect the safety of the persons present in the premises is kept inside the vehicle.

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- k. **Before allowing exit of vehicles, the security guards shall check up and confirm that no article belonging to 'ATMs/Brs, Premises & Flats' is taken out without a gate pass / permission from competent authority.**
- l. **The Security Guards shall not consume liquor or smoke while on duty.**
- m. List of security guards to be engaged is to be furnished by the contractor before start of work and persons enlisted should only attend the work. Details of all the persons to be employed, with two recent passport size photographs shall be provided to 'ATMs/Brs, Premises & Flats' for record. Duration of their work will be 8 hrs a day ONLY.
- n. Contractor has to furnish **Police Verification Report (PVR)** of the persons employed by him at 'ATMs/Brs, Premises & Flats'.
- o. In case of detection of any misconduct on the part of employees, the matter will be reported to the contractor for necessary action against the erring personnel. Any threat or breach/violation of security shall be contractor's responsibility.
- p. For the first month of the Contract period, the **contractor will make payment to its Security Guards by 7th of the succeeding Month.** Submit relevant documents such as Wage slip duly attested by both parties (Guard and the Agency), necessary documents of having paid statutory payments such as EPF, ESI, Bonus etc., before submitting the invoices **for payment by the Bank on or before 25th of the same Month.** Bank will reimburse the applicable amount not later than 7 days of receipt of Invoice.
- q. While claiming monthly bill, the contractor shall submit one certificate on monthly basis for duly certifying payment / compliance of statutory payments like EPF, ESI etc. which is sole responsibility of contractor only.
- r. No housing accommodation will be provided by the bank to the personnel employed by the contractor.
- s. Contractor has to make provision for supervision of the work assigned to his persons and keep account of work done on day-to-day basis and responsible for execution of work which would be in consonance with directives of Chief Manager (Security) Z.O. / Secretary of Flats.
- t. **Weekly Duty Roster & Daily recording of Attendance of Security guards is to be done and shown to Bank officials on demand.**
- u. The contractor firm will be solely responsible for security of Banks 'ATMs/ Brs, Premises & Flats'.

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- v. Contractor has to furnish one undertaking regarding acceptance of the terms & conditions of the contract on receipt of Work order.

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Annexure II

AGREEMENT FOR SECURITY SERVICES CONTRACT FOR Banks ATM/Brs/Premises & Flats

This Security Services Agreement executed onbetween Indian Bank, a body corporate constituted under Banking Companies (Acquisition & transfer of undertakings) Act, 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 and Indian Bank Zonal Office, (W), 216A Dr. A. B. Road, Worli, Mumbai 400030 hereinafter called the Bank represented by (Name and Designation), which term shall mean and include its successors and assigns on one part and ----- (Private Security Agency) represented by its (Name and Designation) having its office at _____ hereinafter called the Contractors on the other part, which term shall mean and include its successors and assigns.

WHEREAS the Bank is having its “ATMs/Brs, Premises & Flats” under Zonal office (West) Mumbai.

WHEREAS the Bank and the Contractors have decided to enter into Security Services (including fire and safety services) contract and that they intend to reduce in writing the terms and conditions of the said contract.

Now, this deed of agreement witnesseth that in consideration of the above premises, the parties hereby covenant with each other to observe and perform and adhere to the following terms and conditions that is to say:

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of **12 months** w.e.f. **01.09.2021 to 31.08.2022** for the purpose of providing security services on the terms and conditions mentioned hereunder. Now therefore this agreement witnesseth as under:

General

01. PSA agrees to provide security guards at the rates / charges detailed as under

For Unarmed Guards: Rs. _____ (Rupees _____ only) plus GST at applicable rates per guard per month. The details of duty timing and billing procedure are given in **Schedule I**.

02. There shall be no enhancement in rates / charges during the above period. No other charges shall be payable to PSA, except the agreement amount. **However Bank shall reimburse to the PSA the net impact due to increase in minimum wages and / or Dearness Allowance by the Government of India on submission of claim with documentary proof.**

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03. PSA shall ensure that the Guards shall be deployed at ATMs /Brs/Premises & Flats as per duty schedule given in Schedule I.
04. The PSA shall ensure that the Guard shall wear prescribed uniform of the PSA with proper Photo identity Card, name tab, baton, whistle, **Shoes** etc. The guard shall not take alcohol or intoxicants and smoke during duty hours.
05. First party will provide Security Lights at the sites and permit the guard to use the telephone for security purposes.
06. The PSA shall ensure that the Guard shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System / emergency.
07. In addition to their duty of providing security services, the PSA guards will also be requested to perform the following duties.
 - a) Ensure cleanliness of the general area in and around the post of their duty.
 - b) Ensure orderly marshalling & parking of visitors' vehicle around the Premises.
08. The PSA shall ensure that no familiarity develops between the guards and the First Party staff. Further the PSA shall ensure that the guards do not indulge in any activities including money transactions, which may tarnish the Indian Bank.
09. The PSA should ensure that the guard shall not accept any eatables, tea, coffee, tobacco etc. from strangers.
10. The Guard provided by the PSA shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases.
11. The PSA shall ensure that the Guard will report to the concerned officials at, INDIAN BANK ATMs/Brs/Premises & Flats for coordination and day to day general directions.
12. The Field Supervisor from PSA shall report to concerned reporting official at least once a week for the purpose of briefing / debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by the reporting official.
13. The PSA shall ensure that at no point of time during the prescribed duty hours, the guard will leave his place of duty. The PSA shall arrange to send relief wherever the regular guard(s) is / are absent or on leave. This will be guided by Quality Assurance Standard (QAS) and Turn Around Time (TAT) the details of which are given in **Schedule III**.
14. The PSA shall provide a "Guard Checking Register" with the guard deployed at each site for the purpose of check carried out by the PSA / First Party authorities.
15. The PSA shall maintain up to date record of guards as per the Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. Contract Labour (Regulation & Abolition Act) etc. or under any other State / Union Legislation in respect of Guards engaged by PSA.

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16. The PSA shall comply with all the provisions of laws of the land applicable while providing guards to the First Party.
17. The PSA shall take full responsibility for all acts of Commission and / or omissions by their guards posted at INDIAN BANK ATMs/Brs/Premises & Flats and will meet all liabilities arising out of such situations.
18. The PSA will change the Guard immediately on instructions from First Party if the performance of that particular guard is not acceptable or found physically / medically unfit and decision of the First Party is final in this regard.
19. Wherever required by the First Party, the PSA shall provide a literate guard to perform assigned duty efficiently.
20. Neither the PSA nor any of their Guards will have any claim against First Party for any liability arising out of any commission / omissions caused by the Guard while on duty except the hiring charges payable to the PSA as stated under item No. 1 above.
21. In return for a fixed sum / rates, the PSA will at its own risk & cost provide services of guards as per requirement of the First Party purely on contractual basis.
22. The PSA shall be absolutely responsible for the payment of salary, all other statutory and social security obligations for the guards (or their dependants) employed on account of salary / wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the First party has no connection in relation to such matters.
23. In case of any mishap sustained by guard of whatsoever nature (minor / major / fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the First Party.
24. If for any reason, compensations, cost etc. are paid by the First party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at prevalent rate till settlement.
25. The PSA shall ensure that the duties of the guards at the First Party's premises are strictly adhered to as framed by the First Party's requirements. The PSA shall ensure that the Guards detailed at the particular post have & understood their duties.
26. In the event of theft, robbery, dacoity or pilferage or the First party's property or materials, the PSA shall actively assist the First party for investigation of the case and if negligence / collusion of guards are established, such loss due to theft etc. is to be made good by the PSA.
27. In case of any property loss / injury to any one of the First Party staff due to negligence of the PSA guard or due to dereliction of duty or in-attentiveness or negligence of the Guard, all liabilities arising out of such incident will be met fully met by the PSA.
28. For verification of antecedent of all the guards, a system should be in place for which an undertaking should be forwarded by the PSA for the First Party's record.

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29. The PSA should ensure the rotation of the guards at the particular post at least once in three months with the prior permission from the First Party or on receipt of such advice from the First Party.
30. The PSA shall furnish the names and permanent & local addresses of the security guards being posted at First Party's premise from time to time along with their latest photographs, thumb impression & signatures.
31. The PSA shall furnish the proof of having paid the wages to the security guards engaged by them within one week of the disbursement of the wages to them and also certify compliance of all statutory liability / obligation.
32. The Agreement with the PSA can be terminated at the discretion of the First party at one month's notice.
33. Duty register shall be maintained by the PSA for each guard and got verified by the First party daily, along with timings. In case the guard is found absent from the place of his duty, proportionate amount will be deducted from the bill payable to PSA.
34. The PSA shall ensure that all the Guards are subjected to Basic Training & Refresher Training programme on regular basis, at its cost.
35. Guards shall be fully conversant with the standing instructions about his duties and responsibilities, with special reference to his area of jurisdiction, layout of the building, telephone numbers of Secretary, of the respective Branch Head, Chief Manager (Security), Fire Brigade, Police etc. to enable him to inform these officials in case of any eventuality.

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GENERAL CONDITIONS OF THE SECURITY SERVICES CONTRACT

1. The Contractor agrees and undertakes to render the SECURITY SERVICE for Indian Bank **ATMs/Brs /Premises & Flats** as per its requirements and to its satisfaction.
2. The Contractor undertakes to obtain such permission / licence, code numbers etc. as may be required by local authorities and under the Private Security Agency Regulation Act 2005, Maharashtra Private security Agencies Rules, 2008, Contract Labour (Regulation and Abolition) Act, 1970 as applicable, The Employees Provident Fund and Miscellaneous Provisions Act 1952, The Minimum Wages Act 1948, Payment of Bonus Act 1965 etc and amendments thereon. The Contractor undertakes to produce the permission / licence etc. so obtained and furnish to the Bank copies thereof as and when required. The Contractor shall be responsible for any contravention of the local / municipal / other laws / rules / regulations.
3. The Contractor undertakes to submit all statutory returns whenever required. In case of breach of any statutory enactment or rule framed thereunder, the contractor alone shall be liable for the consequences while no proceeding or penal action for such breach shall be maintainable against the Bank.
4. **Contractor undertakes to pay wages to his workers / employees not less than the minimum wages as prescribed by the Government of India and / or revised from time to time.** Contractor shall also ensure full compliance with regard to the provisions of **Employees' Provident Fund and Miscellaneous Provisions Act** and the scheme framed thereunder and shall deposit the requisite contributions (both employers' and employees' share) with the concerned Authorities within the stipulated dates as laid down under the law and also submit the statutory Returns as required.
5. That the contractor shall obtain an insurance Policy against accidents and Life Insurance in respect of all the workers / employees whether covered or not under Employees' State Insurance Act providing coverage against any disability or infirmity or death.
6. In case of an accident, whether resulting in any injury or disability or death of the worker / employee, the Contractor shall be liable to pay to such worker / employee compensation in accordance with the provisions of Workmen Compensation Act, 1923. Such compensation shall be paid to the concerned worker / employee or the legal heirs within one month of the date of accident.
7. In the event, the contractor fails to pay the requisite compensation to its workers / employees, the owner shall be entitled to pay such worker/employee of the contractor, the requisite compensation and the payment so made shall be adjusted against the bills payable to the contractor by Bank.
8. That the Contractor shall maintain all requisite registers.
9. It is clearly understood and agreed upon by the Contractor that if by virtue of the project / work undertaken by him and labour deployed for the said work, the Bank is saddled with any liability, financial or otherwise under any statutory enactment, the amounts so paid shall be recovered

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from the monies due to the Contractor. It is further agreed that the contractor shall not be entitled to challenge any such deduction in any Court of law or otherwise.

10. The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of person(s) and property in the works, neighborhood of the works, against the same. The Contractor shall, in all dealings with the labour in his employment, have due regard to all recognized festivals, days of rest, religious or other customs.
11. The Contractor, on the completion / foreclosure / determination of the Agreement, shall forthwith settle all the accounts and /or claims of all the workers/employees.
12. Contractor shall display an abstract of the Contract Labour (Regulation & Abolition) Act and the rules in English and the language spoken by the majority of the workers in such form as may be approved by the Concerned Authority under the Act.
13. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Bank.
14. The Contractor agrees and undertakes to bear all the taxes, rates, charges, levies, claims whatsoever as may be imposed by the State / Central Government or any local body or authority in respect of his contractual obligations. The Contractor agrees to furnish proof of such payments and compliance of the obligation including registration, certificate, clearance certificate etc. that may be required by the Bank from time to time.
15. The Contractor shall indemnify the Bank against any claims, damages, loss or penalty including the costs thereof arising out of any breach or violation of any of the provisions of all the laws including the labour laws as applicable from time to time governing the employees employed by the Contractor.
16. The Contractor shall devote his full attention and shall discharge his obligations under this agreement most diligently and honestly to the full satisfaction of the Bank.
17. The Contractor shall make payment to all his Guards deployed at Bank premises by the First Week of the month. The contractor shall produce a copy of the wage slip duly attested by the Guard and the competent authority of the Agency along with relevant documents of statutory payments and attendance sheets of the month for which invoice is raised to claim reimbursement by the Bank.
18. The Contractor shall provide uniforms to the Guards and wearing of uniforms is compulsory for the Guards during their working hours. The Contractor undertakes to ensure that the guards shall always report for duty well groomed and in presentable condition i.e. shaved, with proper haircut, clean and in proper uniform etc.
19. The contract requires that the security guards are trained in Basic Security & fire and rescue operations.

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20. The Contractor shall not engage any subcontractor for rendering the services mentioned in this contract.
21. The Bank shall be the sole authority to decide on the quality of service rendered by the Contractor. In case the performance of the Contractor is found unsatisfactory, the Bank shall have the right to terminate the agreement without giving any notice and without any compensation to the Contractor.
22. All questions relating to the performance of the obligations under this agreement and all the disputes and differences which may arise either during or after the agreement period or other matter arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Bank. The Contractor hereby agrees to be bound by the decision of the Bank.
23. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demand or assignment of the premises or any part thereof by the Bank to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the agreement period either by efflux of time or otherwise.
24. The Bank shall have the right to withhold any reasonable sum from out of the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to satisfy the action of the Bank as to payment of all statutory and other dues or compliance with other obligations.
25. **Security Deposit :** The Contractor shall deposit with the Bank amount equal to one month's wage bill as 'Security Deposit' for securing due performance of the contract. If the Contractor fails to perform his functions stipulated in this contract properly to the satisfaction of the Bank, the Bank has the right to terminate the contract by giving due notice. If the PSA fails to accept the contract upon award and / or withdraws its security services during the contract period, the contractor shall forfeit the entire security deposit. In case of any loss, damage, pilferage, theft etc. occurs in the premises or for any of the losses or damages either liquidated or un-liquidated, the Bank can initiate proceedings against the Contractor for the recovery of damages / losses and the Bank can, in addition to all such remedies, forfeit the security deposit. On the question whether loss or damage is caused or not, the decision of the Bank shall be final. Security deposit or balance of security deposit after recoveries shall be returned within three months after termination/ cancellation / end of contract.
26. The Contractor shall indemnify the Bank against any claims, damages, loss or penalties including the costs thereof in case of liability arising out of any accident / incident involving manpower deployed by him.
27. The Contractor shall be solely responsible and liable for all payments due to his employees including wages, over time wages, if any, statutory payments, contributions to Provident Fund and Employees State Insurance, bonus, gratuity as applicable payable, provision of uniforms and all other payments of whatsoever nature.
28. The Contractor shall be responsible for fulfilling the requirements of all statutory provisions of The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Gratuity Act, The Employees' Provident Fund & Miscellaneous Provisions Act, 1952, The Employees' State Insurance Act, 1948, The Contract Labour (Regulation & Abolition) Act, 1970 and all other applicable laws at his own cost and risk in respect of all the persons employed by him. The Contractor shall maintain the records required to be maintained under the statutory enactments and an authorized

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representative of the Bank shall be entitled to inspect the records at any time. In general, the Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time. If, due to any reason whatsoever, the Bank is made liable to pay any liabilities payable by the Contractor under any of the applicable laws, the Bank shall recover the same from the Contractor.

29. If the Contractor is unable to serve effectively as a result of strike or go-slow by the Guards, it shall be open to the Bank to terminate the contract forthwith besides claiming damages.
30. The Contractor shall arrange for suitable substitute if any of the Guards is absent.
31. The Contractor shall co-ordinate with Maintenance Contractors engaged by the Bank for any specific work for smooth execution of the same.
32. The security guards deployed by the Contractor shall permit any item / materials to be taken out of the Premises with necessary permission only.
33. The Contractor will be responsible for any pilferage, loss, theft, damage of furniture, electrical equipments or any other article from the premises.
34. The Contractor shall, abide by the rules and regulations of the local authorities, income tax authorities etc. besides the provisions under various labour laws and Acts of the State and Central Governments in force from time to time.
35. The Contractor is liable for payment of penalty, at the discretion of the Bank, up to a maximum of **Rs.800/- per day** for poor services, inadequate staff; non compliance of any terms of the contract and the same shall be recoverable from the bills payable to the Contractor.
36. Income tax and other statutory levies, if any, will be deducted by the Bank from the bills payable to the Contractor as per Income Tax Rules and other statutes applicable from time to time.
37. It is clarified that there is no employer – employee relationship between Bank and the contractor in the engagement of security guards and that the contract is not a contract for employment.

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CONDITIONS FOR SECURITY SERVICE

1. The Contractor shall be responsible for the complete security of 'ATMs/Brs/Premises & Flats' and be responsible for fire and rescue services operations in both the premises.
2. The contractor shall ensure the presence of **01 Security Guards per shift** at 'ATMs/Brs/Premises & Flats' Premises respectively. The contractor shall also ensure that the guards have been given **training in basic fire and rescue operations to handle any emergency situation.**
3. The Security Guard shall not leave the post (place) without handing over the charge of guarding from that spot to another Security Guard deployed by the Contractor.
4. The Contractor shall ensure maintenance of a register recording the Vehicle No of all vehicles which enter 'ATMs/Brs/Premises & Flats' and exit from the premises. The Contractor shall ensure recording of the Vehicle No and visitors' name and Mobile No of the visitors and concerned Drivers of all vehicles which are parked in INDIAN BANK Branch Premises.
5. The Contractor shall ensure that all Security Equipments & fire fighting equipments are always kept in order and that required water is always stored in the concerned sump wherein water for fire service is expected to be kept.
6. The Contractor shall ensure that the Security Guards who hands over charge to other security guards upon duty change (shift) keep the charge taking guards informed of the details of the vehicles parked and other material information.
7. The Contractor shall ensure that the Security Guards render necessary assistance to the representatives of 'Security Alarm /CCTV & Fire Fighting Equipments AMC Contractor' and actively participate in all fire fighting practices and security related Drills.
8. The Contractor shall ensure that the Security Guards engaged by the Contractor do not allow anyone who do not have / do not purport to have any authority / right / license / obligation to enter the premises.
9. The Contractor shall ensure that the Security Guards engaged by the Contractor behave courteously and at the same time smart way with persons who enter the premises both at the time of entry and exit.
10. Before allowing entry of vehicles, the security guards shall check up and confirm that no article which may cause damage to the premises and / or affect the safety of the persons present in the premises is kept inside the vehicle.

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11. Before allowing exit of vehicles, the security guards shall check and confirm that no article belonging to 'ATMs/Brs/Premises & Flats' is taken out without a gate pass / permission from competent authority.
12. The Security Guards shall not consume liquor or smoke while on duty.
13. List of security guards to be engaged is to be furnished by the contractor before start of work and persons enlisted should only attend the work. Details of all the persons to be employed, with two recent passport size photographs shall be provided to INDIAN BANK ZONAL OFFICE for record. Duration of their work will be 8 hrs a day ONLY.
14. Contractor has to furnish **Police Verification Report** (PVR) of the persons employed by him at 'ATMs/Brs/Premises & Flats'.
15. In case of detection of any misconduct on the part of employees, the matter will be reported to the contractor for necessary action against the erring personnel. Any threat or breach/violation of security shall be contractor's responsibility.
16. For the first month of the Contract period, the **contractor will make payment to its Security Guards by 7th of the succeeding Month**. Submit relevant documents such as Wage slip duly attested by both parties (Guard and the Agency), necessary documents of having paid statutory payments such as EPF, ESI, Bonus etc., before submitting the invoices **for payment by the Bank on or before 25th of the same Month**. Bank will reimburse the applicable amount not later than 7 days of receipt of Invoice.
17. While claiming monthly bill, the contractor shall submit one certificate on monthly basis for duly certifying payment / compliance of statutory payments like EPF, ESI etc. which is sole responsibility of contractor only.
18. No housing accommodation will be provided by 'ATMs/Brs/Premises & Flats' to the personnel employed by the contractor.
19. Contractor has to make provision for supervision of the work assigned to his persons and keep account of work done on day-to-day basis and responsible for execution of work which would be in consonance with directives of Secretary / Branch Head 'ATMs/Brs/Premises & Flats' and Chief Manager (Security) .
19. Daily recording of Attendance of security guards is to be done and shown to Bank officials on demand.
20. The contractor will be solely responsible for security of premises and material of 'ATMs/Brs/Premises & Flats'.
21. Contractor has to furnish one undertaking regarding acceptance of the terms & conditions of the contract on receipt of Work order.

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OTHER CLUSES:

PUBLICITY

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

SUCCESSORS

This agreement binds the heirs, executors, administrators, successors and permitted assigns of the PSA with respect to all covenants herein. The term “PSA” wherever used in this Agreement shall mean and include its employees, agents, sub contractors and representatives and the heirs, executors, administrators, successors, and assigns of all such employees, agents sub contractors and representatives.

NON EXCLUSIVE AGREEMENT

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

ARBITRATION

Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this agreement) shall so far as possible, be settled amicably between the Parties.

If a dispute arises, any of the parties may serve written notice on another commencing a formal consultation period of 30 days within which the dispute should be resolved.

If after the Consultation Period, the Parties have failed to reach an amicable settlement in relation to the dispute, the dispute shall be referred to a sole Arbitrator or in case of disagreement, to two Arbitrators, each Party nominating one. The Two Arbitrators so nominated shall then mutually appoint third Arbitrator.

The Place of arbitration shall be Mumbai. The arbitration proceeding shall be governed by the Arbitration & conciliation Act,1996. The arbitration proceedings shall be in the English language. The arbitral award shall be final and binding on the parties. “The expenses of Arbitration proceeding shall be borne by the parties equally”.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal / other legal recourse.

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TERMINATION CLAUSE

“The quality of services given by the bidder & progress of the guards will be reviewed and if services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days notice. The bank shall have the right to terminate/cancel the contract at any time during the contract period, by giving a written notice of 30 days, for any valid reason (as per clause 21,23,25 & 29) as mentioned under Annexure I (a)”.

INDEMNITY CLAUSE

“The bidder assumes responsibility for and shall be indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney’s fees and court costs which are or may be required to be paid by reasons of any breach of the bidder’s obligation under these general conditions”.

CONFIDENTIALITY CLAUSE

“The RFP document is confidential and is not to be disclosed, reproduced, transmitted or made available by the recipient to any other person.”

INTEGRITY PACT

“The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of contract. Integrity pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of bidders and exclusion from future business. ”

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AMENDMENTS

No modification, amendment, waiver, discharge or termination 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.

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 Mumbai.

We the above noted parties have signed this deed of agreement after duly understanding the contents of this deed on the date and place mentioned above.

For INDIAN BANK
(First Party)

(with seal)
(Second Party)

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SCHEDULE I

The PSA shall ensure and render the services as described herein.

1. The PSA shall provide as requested by the Bank, unarmed Security Guards on 8 hour shift basis each day 365 days (366 days in case of leap year) – including holidays – at the specified location at the agreed price as described in para 1 of this Agreement.
2. The PSA agrees and undertakes to appoint informed and trained personnel at all times for the scheduled hours during the terms of this Agreement.

BILLING

Invoice will be raised monthly after payment of monthly wages to the Security Guards within 07 days of the subsequent month with details such as attendance sheet of month invoiced, ESIC & EPF Challans, Statement of ESI & PF as per Banks Format for the previous month, Declaration sheet, supervisor's inspection details to Chief Manager (Security) at Zonal Office.

Bank will pay the PSA by issuing a cheque or by e-payment for the amount of invoice raised less any penalties, if any, TDS at applicable rates within 7 days of the receipt of the invoice.

SCHEDULE II

ADDRESS

INDIAN BANK ZONAL OFFICE WEST, MANISH
COMMERCIAL CENTRE, 216A DR. A.B. ROAD
WORLI, MUMBAI – 400 030

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SCHEDULE III

Quality Assurance Standard and Turn Around Time

A. QUALITY ASSURANCE STANDARD (QAS)

The PSA will

- Conduct verification of all guards inclusive of police verification
- Provide the Bank with verification report and photograph of all guards to be deputed on Bank duty.
- Ensure that all guards are duly briefed about their role on duty, before they are deployed at the site.
- Ensure that no guard works for more than one shift on a day.
- Make monthly roster (with shifts and guards)
- Follow system that facilitate intra and inter site rotation of Guards
- Relay messages to guards the same day (if communicated to the Security agency by 1100 hours else) within 24 hours.
- Have a supervision system in place. The super visors must also undertake night inspection of sites and details night inspection to be submitted along with bills.
- Ensure that the field supervisor signs the occurrence Log every time he visits the Branch / ATM for inspection.
- Take immediate action (Police complaint if necessary) against the erring guard.
- Prepare and dispatch incident / activity / attendance report within 3 hours via fax and e mail to the Branch Manager.
- See that guards report for duty in proper uniform complete with shoes and baton.
- Provide register books for log entries.

Maintain old log books (used) systematically and retrieve information as may be required by Indian Bank.

B. TURN AROUND TIME (TAT)

S No	For	TAT
1	Incident Report	Within 3 hours for events that have taken place till 1500 hours via email and fax else next day at 1000 hours.
2	Disciplinary action <input type="checkbox"/> Replacement <input type="checkbox"/> Removal	<input type="checkbox"/> Within 4 hours of receiving intimation <input type="checkbox"/> Immediately
3	Absenteeism	3 hours for sending a standby guard
4	Communication for Guard	Same day if communicated by 1100 hrs else on the next day.

(First Party)

(Second Party)

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Annexure III

**TECHNICAL BID FOR ENGAGEMENT OF SECURITY GUARDS AT
INDIAN BANK ATMS/BRANCHES/PREMISES & Flats
Under Zonal Office West. Mumbai**

Sl. No.	Particulars	Remarks	Relevant Page No.
1.	Name & Address of the Agency with Tele. Nos. E-mail id:		
2.	Whether the agency is in the same business for the past 5 (five) years.	Yes / No.	
3.	Whether the Agency is having infrastructure / TIE UP for training with documentary proof (if yes give details)	Yes / No (Furnish address details with proof)	
4.	Whether registered with Registrar of Companies / Registrar of Firm / Partnership or Proprietorship /	Yes / No (Furnish copy)	
5.	Whether registered with ESI Corporation	Yes / No (Furnish copy)	
6.	Whether employees are provided with ESIC smart Card, if yes furnish copy	Yes / No (Furnish copy)	
7.	Whether registered with EPF Organization	Yes / No (Furnish copy)	
8.	EPF Code No		
9.	Whether Bonus is paid to employees as per Payment of Bonus Act 1965, If so furnish documentary proof	Yes / No (Furnish extract of Form D)	
10	Documents complying with the provisions of Minimum Wages Act,1948 (Enclose Copy of wage slip)	Furnished / Not furnished	
11	Whether registered with Govt. under Contract Labour Act (Regulation and Abolition) 1970	Yes / No	
12	Whether obtained Licence from MUMBAI Police authorities for engaging in the business of Private Security Agency.	Yes / No Licence valid up to _____ (Enclose copy)	

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S.No	Particulars	Remarks	Relevant Page No.
13	Details of Income Tax clearance Certificate / PAN No.	PAN No: (Furnish copy)	
14	Whether registered with appropriate Authority for GST	Yes / No (Furnish copy)	
15	Audited Balance Sheet for the year 2018-19 , 2019-20 and 2020-2021 to be submitted	(Enclosed / Not enclosed)	
16	List of clients to be submitted	(Enclosed / Not enclosed)	
17	Are you blacklisted by any firm in the past	Yes / No	
18	Any other relevant information		

[Important Note: Please enclose self attested copies of relevant certificate / registration letters / licences as the case may be for each column and strike out whichever is not applicable]
(UNDERTAKING)

TO WHOM IT MAY CONCERN

I,, Son of Shri, agedYears, resident of, (Designation) Of M/s.....(Address), do hereby undertake that I accept the terms and conditions and for Engagement of Security Staff for INDIAN BANK, under Zonal office (West), Mumbai. I will fulfill all terms & conditions guidelines applicable to security agencies and all the requirement of applicable Central / State Labour Acts / laws. I shall also furnish all the relevant documents / registration / licence from EPFO, ESIC, Labour Dept., Police Dept., documents having paid bonus to employees and I also understand that the contract can be cancelled for not adhering to the above. I have read the terms and conditions and gone through the Format of Agreement and agree to abide by terms and conditions. I am authorized to sign this document (power of attorney may be enclosed as the case may be)

Yours faithfully,

Place:
Date:

(Signature of the Competent Authority with seal)

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Annexure IV

FINANCIAL BID

FOR PROVIDING SECURITY SERVICES AT
INDIAN BANK
ATMs/BRs/ PREMISES and Flat under Zonal Office (W) Mumbai

01	Monthly Wages to Security guard for 8 hours.	Amount (Rs)
(a)	Monthly wages to Security guard. i. Monthly wages to be arrived at as per provisions of the latest Central Govt. notification on Minimum Wages for Chennai city as per prevailing Act and Rules. ii. The above should include ESI, EPF, Bonus at applicable rates, Reliever charges and Service charges to the PSA.	Rs.
(b)	Amount in words	(Rupees Only)
02	Goods and Services Tax (GST)	Will be additionally payable.

- a) We **agree** for renewal of contract on yearly basis, at the above rates for a further period of two years subject to para No. 4 – Instructions to Private Security Agency Contractors read alongwith para18 (Page No 3 &5) of the bid documents.
- b) We enclose the **break up details of the wages** in the Financial bid (Annexure **IV A**) overleaf.

Place:

Date :

Signature of the Authorized Person
(Seal)

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Annexure IV A

**BREAK UP DETAILS OF MONTHLY WAGES FOR ONE GUARD
FOR INDIAN BANK
ATMs/BRs/ PREMISES and Flat under Zonal Office (W) Mumbai.**

S No	Details of wages	Amt.(Rs)
I	Monthly wages	
(a)	Basic wages	
(b)	VDA	
(c)	Gross wages	
II	Statutory Liabilities	
(a)	E P F (including EDLI & Admin Charges)	
(b)	ESI	
(c)	Bonus	
III	Sub Total 1 (I + II)	
IV	Reliever wages @ 1/6 of Sub Total 1(III)	
V	Sub Total 2 (III + IV)	
VI	Total Service Charges	
VII	Total cost per guard per month (V + VI)	
	Goods and Services Tax (GST)	Additional.

Note: Incomplete Bid / quotes with decimal values will be summarily rejected.

Allowances-Bonus, ESI, EPF and others: Eligible Bonus to be paid at least by 8th month of contract and relevant proof to be submitted. Extract of Form D submitted to Labour Authority for having paid Bonus to be produced to the Bank. Firm will submit the proof of depositing the ESI and EPF contributions each month as described in the tender clauses. The firm will follow all the guidelines/ procedure as per the law applicable related to above mentioned allowances and for the payment of the wages.

Place:

Signature of Competent Authority of PSA

Date:

(Seal)

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Instructions for filling up Financial Bid

- a) Bidders have to submit the price bid in the standard format only provided by the Bank. Bank reserves the right to reject the bids which have not been submitted in the standard price bid format.
- b) ***There will not be any change in the rate agreed upon. However Bank will reimburse to the PSA the net impact due to increase in minimum wages and / or Dearness Allowance by the Government of India on submission of claim with documentary proof.***
- c) ***Engagement of Security personnel will be for initial period of one year and renewable every year for further period of two years at the same rates and conditions at the option of the Bank subject to satisfactory performance of the Agency and also keeping the option of the clause (b) above.***
- d) Monthly wages to be arrived at as per provisions of the latest **Central Govt.** notification on Minimum Wages for Mumbai. The minimum rate of wages **includes** the wages for **weekly day of rest** also. Hence monthly basic wages plus variable Dearness Allowance (VDA) will be calculated on 26 days as per prevailing Act and Rules.
- e) All statutory and social security obligations like, **EPF, ESI, Bonus** etc. at applicable rates at present are to be necessarily added. **Price bids without the above statutory and social security obligations or with incorrect provisions are liable to be rejected.** It is the contractor's responsibility to ensure that all statutory payments and wages as per Central minimum wages are paid to the security guards.
- f) Service Charges should include Administrative Charges, Supervisory charges, provision of Uniform and accessories and its maintenance or any other overheads as necessitated. It is the contractor's responsibility to ensure that guards are provided with proper uniform and are properly turned out for duty.
- g) Contractor has to ensure that Guards carrying out **Reliever duty** are paid minimum wages as applicable and the same is to be included in the monthly wages.
- h) ***The breakup for the wages furnished in the financial bid (Page 33) should be mentioned by the bidders along with price bid (as given in page No. 34).*** Both the Annexures will constitute a complete Financial Bid.
- i) Statutory deduction to be effected by the Bank while payment of monthly wages should be within the amount quoted as Service Charges. Bids which cannot meet the requirement based on the total payment envisaged from the Bank will be summarily rejected.
- j) GST will be extra at applicable rates.

Place:

Date:

Signature of the Authorized Person

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PROCEDURE FOR SUBMISSION OF BIDS

1. The technical bid consists of the following.

- a) Notice of Invitation to Engagement of Private Security Agency guards for Indian Bank (Security Service).
- b) Instructions to Private Security Agency Contractors (Security Service)
- c) Eligibility criteria
- d) General conditions of the security services contract [Annexure I (a)]
- e) Conditions of Security Services [Annexure I (b)]
- f) Agreement format (Annexure II)
- g) Technical Bid format for Engagement of Security services (**Annexure III**).

2. Financial Bid (Annexure IV – pages 33- 34)

3. Instructions:

- a) **All pages of the above documents (a to g) should be initialed with seal by the Contractor and submit along with the Application.**
 - b) The application should be duly filled in enclosing the relevant certificate / letters /licences etc. as the case may be.
 - c) Enclose the EMD for **Rs. 25,000/- (Refundable)** and Tender Fee of **Rs 500/- (Non Refundable)** by way of separate Demand Drafts, both favoring Indian Bank, Mumbai along with **Technical bid**.
 - d) All the documents mentioned above (1(a) to (g) along with application form (**Annexure III**) and EMD should be put in an Envelope super scribed as **“Technical Bid – Security Services for ATMs/Brs/Premises & Flats under Indian Bank ZO Mumbai West”** .
 - e) **The Financial bid (Annexure IV – Page 33 - 34)** along with break up details should be put in another envelope super scribed as **“Financial bid – Security Services for ATMs/Brs/Premises & Flats under Indian Bank ZO Mumbai West”**.
 - f) Both the above said envelopes should be put in a third bigger envelope super scribed as **‘Tender for Security Services for Indian Banks ATM/Brs Flats’** addressed to **Zonal Manager**, Indian Bank Zonal Office, 216A Dr. A.B. Road, Worli, Mumbai – 400 030 so as to reach the above office on or before **2.00 p m on 18.08.2021**
 - g) Technical bid will be opened at **3.00 p.m on 18.08.2021**. Date and time of opening of **Financial bid** will be intimated separately.
 - h) Indian Bank shall not be held liable for delay in transit.
- Note : Incomplete Bid/ Conditional Tenders will be summarily rejected.**
