



INDIAN BANK

ZONAL OFFICE: DEOGHAR

**TENDER FOR**

**ENGAGEMENT OF SECURITY AGENCIES OF REPUTE**

**BOTH**

**DGR SPONSORED/REGISTERED AND PRIVATE SECURITY AGENCIES**  
**FOR DEPLOYMENT OF Ex SERVICEMEN ARMED GUARDS WITH WEAPON**  
**AT VULNERABLE BRANCHES UNDER DEOGHAR ZONE OF THE BANK**

**IMPORTANT DATES**

DATE OF ISSUE OF TENDER : 26.10.2021  
LAST DATE OF SUBMISSION OF TENDER : 16.11.2021 UPTO 5.00 PM  
DATE OF OPENING OF TENDER : 17.11.2021 at 11.00 AM

**TENDER FOR ENGAGEMENT OF SECURITY AGENCIES OF REPUTE, BOTH DGR SPONSORED/REGISTERED AND PRIVATE SECURITY AGENCIES FOR DEPLOYMENT OF EX SERVICEMAN ARMED GUARDS WITH .12 Bore DBBL / PAG GUN AT VULNERABLE BRANCHES UNDER DEOGHAR ZONE OF THE BANK.**

Indian Bank Zonal Office, Deoghar at 498A, Srikanth Road, Belabagan, Deoghar-814112, invites sealed offers under two bid systems (Technical & Financial Bid) from reputed Private Security Agencies (PSAs) for providing need based Ex Serviceman Armed Guards with Weapon for guarding of Bank's Branches under the jurisdiction of Deoghar Zonal Office of the Bank.

**Name of the Work: Engagement of Security Agencies for Providing Ex Serviceman Armed Guards with Arms under Deoghar zone of the Bank.**

(a) The cost of Tender is **Rs.500/- plus GST @18% Total Rs 590/-** to be submitted in the form of crossed Demand Draft favouring Indian Bank, payable at Deoghar (Non-Refundable)

- (b) Date of Issue of Tender : 26.10.2021  
(c) Last Date for Submission of Tender : 16.11.2021 up to 5.00 PM  
(d) Date /Time of Opening of Technical Bid : 17.11.2021 at 11.00 AM  
(e) Earnest Money Deposit : Rs. 25,000/- Rs. Twenty Five Thousand only by way of DD favouring **"INDIAN BANK" payable at Deoghar**

1. Sealed applications are invited on behalf of Indian Bank Zonal Office Deoghar for the above mentioned work from Private Security Agencies. The applications shall be opened at the Zonal Office at the above specified time. The tenderers / authorized representatives are requested to be present at the time of opening, if they so desire. Indian Bank reserves the right to reject any or all the applications without assigning any reason thereof.

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 and the financial bid of those who qualify the eligibility criteria only will be opened.

3. The application can also be obtained from the Assistant Manager (Security), Indian Bank, Security Department, Zonal Office, 498A, Srikanth Road Belabagan, Deoghar Jharkhand-814112 on all Bank working days from 10.00 am to 2:00 p.m from 26.10.2021 to 16.11.2021.

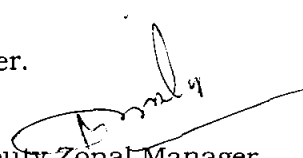
4. **Conditional tenders, late tenders and tenders without EMD will summarily be rejected.** Any tender received open, or not meeting all the tender conditions is liable to be rejected.

5. 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. 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.

6. It is clarified that there is no employer - employee relationship between the Bank and the contractor in the engagement of Security Armed Guard/Security Guards and that the contract is not a contract for employment.

7. **Central Minimum Wages** will be applicable for this tender.

Deoghar  
Date: 26 10 2021

  
Deputy Zonal Manager





**INSTRUCTIONS TO PRIVATE SECURITY AGENCIES (SECURITY SERVICE)**

**1. Bid Submission Process**

Interested parties shall submit their offers in separate sealed covers. First cover super scribed as "Technical Bid", "EMD" & Second cover super scribed as "Financial Bid". These two sealed envelopes/sealed bids should be placed in a single sealed envelope super scribed as "Tender for providing Ex Serviceman Armed Guard with Weapon for Indian Bank's Branches under Deoghar Zone".

(i) **Part 1- Technical Bid for Armed Security Guards Services.** Technical bid, in a separate sealed envelope, super-scribed 'Technical Bid - Engagement of Private Security Agencies for Providing Ex Serviceman Armed Guards with Arms under Deoghar zone' and shall contain the details required to be furnished by tendering Agencies, as enumerated under the heading Eligibility Criteria of this document. The cost of application **Rs.500/- plus GST @18% Total Rs 590/-** (non-refundable) & EMD of **Rs 25,000/-** (Rupees Twenty Five Thousand Only). Both Cost of application and EMD to be submitted separately through **DEMAND DRAFT** only favouring, **Indian Bank**, payable at Deoghar respectively, has to be enclosed, in absence of which the bid will be rejected.

(ii) **Part 2 - Financial Bid for Armed Security Guards Services.** Financial bid, in a separate sealed envelope should be super scribed as 'Financial Bid - Engagement of Private Security Agencies for Providing Ex Serviceman Armed Guards with Arms under Deoghar zone' and shall contain nothing but price aspects without any conditions. The Financial bid is for providing Ex- Serviceman Armed Guard/Security Guards with .12 Bore DBBL / PAG Gun for guarding of vulnerable branches under the jurisdiction of Deoghar Zone.

(iii) All the above Two sealed envelopes/sealed Bids should be placed in a sealed envelope which should be super scribed "**Tender for Ex Serviceman Armed Security Guards with .12 Bore DBBL / PAG Gun**", should be addressed to "**The Assistant General Manager**", **Indian Bank, Zonal Office, 498A, Srikant Road, Belabagan, Deoghar-814112** and should be submitted to the Zonal Office Deoghar-814112 in person or by way of Post / Courier latest by **5.00 PM on 16.11.2021** with sender's address and mobile no. The amounts filled in financial bid should be written legibly in figures as well as in words. Tender should be submitted within the **prescribed date and time**. Offers received late will not be accepted. Indian Bank will not be responsible for any postal/courier delays.

(a) Interested Agencies may collect the blank Tender form in person from **Indian Bank, Zonal Office, 498A, Srikant Road, Belabagan, Deoghar-814112** on payment of the application fees of **Rs 500/- plus GST @18% Total Rs 590/-** through DD favouring **Indian Bank**, payable at Deoghar. Bank tender forms will not be sent to any agency by post from our office.

(b) Tender forms can also be downloaded from Bank's website [www.indianbank.in](http://www.indianbank.in) and in such cases, the Agency shall have to enclose the application fees of **Rs.500/- plus GST @18% Total Rs 590/-** by way of DD favouring **Indian Bank**, Payable at Deoghar along with the Technical Bid, at the time of submission of Tender.

(c) The successful bidder shall give an undertaking that he would abide by the provisions of **Employees Provident Fund and Miscellaneous Provision Act 1952 and ESIC Act, 1948**.





इलाहाबाद

ALLAHABAD

(d) The Bank reserves the right to verify any information/document furnished by the Tenderer if the circumstances so warrant in the overall interest of the Bank.

(e) Tender submitted in accordance with the terms & conditions and complete in all respects & as per Performa only will be considered. The word 'Bank' indicated in this notice and enclosed documents would mean '**INDIAN BANK**'.

(f) 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.

(g) The PSA engaged will have to enter into a written service level agreement with the bank; the agreement will seek to retain an appropriate level of control over the security agency/ service provider (vendor) and the right of the bank to intervene with appropriate measures to meet legal, statutory and regulatory obligations.

(h) The Bank reserves the right to reject any / all applications without assigning any reason whatsoever and also to confirm authenticity of the facts submitted by the bidders.

## 2. EVALUATION PROCESS: Tenders will be evaluated in the following stages:

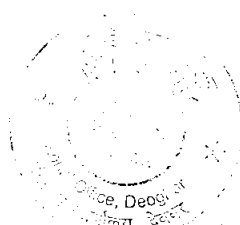
### (i) Stage I: Technical Bid

(a) Technical Bid will be opened at the date and time specified. Incomplete Offers, i.e., offers not accompanied by the mandatory documents as mentioned in the tender and Tenders received from any Blacklisted Agencies by the Bank or any other Public Sector Bank shall not be considered for evaluation, tender will be summarily rejected and EMD shall be returned.

(b) The Tenders will be evaluated against the stipulated minimum eligibility criteria purely based on valid documentary proof submitted by the PSAs. Tenders not complying with all the eligibility criteria at the time of submission of tender documents will be rejected. It is Bidders responsibility to provide authentic proof with documents, for all the parameters mentioned in the section "**Technical Criteria**", duly stamped and signed.

(c) The Technical Bid should be complete in all respects and contain all information asked for in this document. It should not contain any price information. **(If price information is given in Technical Bid, it will be rejected)**. It should comprise of the following:

- Covering letter on the prescribed format (**Annexure-I**).
- DD for Rs 500/-, **plus GST @18% Total Rs 590/-** i.e. Cost of Tender Forms, if downloaded from Bank's website.
- **Annexure 1A** General Conditions of the security services contract.
- Earnest Money Deposit of Rs 25,000/- in the form of DD favouring Indian Bank, payable at Deoghar.
- PSA profile as per **Annexure II**.
- List of enclosures
- Details of reference sites as per **Annexure-III**.



(ii) **Stage II: Financial Bid**

Financial bids received from the shortlisted/Technically qualified agencies shall only be considered for evaluation. The Financial Bid should contain all relevant rates and charges and the rates should be quoted per Armed Guard/Security Guard in Indian Rupees only for Security Armed Guard/Security Guard in the specified format as per **Annexure -IV**. The rates quoted in the Financial Bid should be as per the Minimum Wages notified by the Chief Labour Commissioner (Central), Govt. of India, Ministry of Labour & Employment, New Delhi from time to time including other wage components. Date and time of opening of Financial Bids shall be intimated by way of email to the eligible Agencies.

**3. Splitting of Order:**

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 upto maximum of 3 vendors provided the qualified bidders are willing to match L1 price.

If L2 and L3 are willing to match L1 Price, then the sites will be divided in the ratio of 50:30:20 approximately or as decided by the Bank.

If only L2 or L3 are willing to match L1 Price, then the sites will be divided in the ratio of 60: 40 approximately or as decided by the Bank.

**4. Period of Contract:**

The Engagement shall be for initial period of one year and extendable thereafter, year wise for a maximum 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 clause mentioned in Para below.

**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.** If the performance is found unsatisfactory at any point of time, the contract is liable to be rescinded by the Bank.

**5. Notice of termination :**

The Bank reserves the right to terminate the contract at any point of time during the period of Engagement by serving a notice of 30 days on the agency with or without assigning any reasons thereof.

**6. Earnest Money Deposit**

Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only), in the form of Demand Draft drawn in favour of Indian Bank, payable at Deoghar. **The EMD should be enclosed with the Technical bid.** Offers not accompanied with Earnest Money Deposit of Rs.25,000/- will not be accepted. **Bank guarantee in lieu of Earnest money deposit will not be accepted.** No interest will be payable on the EMD. The EMD will be returned to the unsuccessful bidder. EMD will form part of Security Deposit of successful bidder.



#### 7. Security Deposit:

The Bidder, whose rate is accepted will be required to furnish an **equivalent to one month's billing amount** in the form of a Demand Draft favouring Indian Bank. The EMD amount in such case will form part of Security Deposit. The EMD and Security Deposit shall be encashed and kept with Bank separately during the period of contract. 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. The EMD of remaining agencies will be returned within 7 days from the date of issuance of work order. 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. Agreement Between the PSA and the Bank:

The successful Bidder should execute Agreement with the concerned Branch on non-judicial Stamp Paper of appropriate value on the standard agreement form of the Bank as given at **Annexure-V**. It is understood that the PSAs, who are willing to offer their Armed Guard/Security Guards' services in response to this Tender have read all the terms and conditions and have agreed to all the Terms & Conditions without any modifications. In all practical purpose, branch will be the nodal office for deployment of Armed Guard/Security Guard

#### 9. Validity of Offer:

The offer will be valid for a period of **90** days from the date of opening of tenders.

#### 10. No Commitment to accept any or all tenders:

The Bank reserves the right to accept / reject any or all tenders received without assigning any reasons thereof.

#### 11. Clarifications:

For any clarifications, regarding the tender at any stage the details of the contact persons are given below.

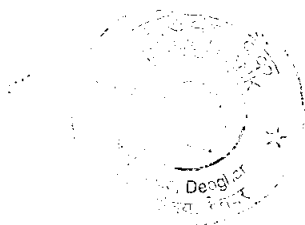
Name	Rakesh Kumar
Designation	Zonal Security Officer
Telephone No.	7981012768
E-mail id	zodeoghar@indianbank.co.in

#### 12. Miscellaneous:

(a) The Bidder shall be bound to perform the work during the contract period at the rates and amount 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. The general terms and conditions for Security Services contract are given in Annexure I(a).

(b) 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)**.

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



(d) 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.

(e) 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. Concealment of facts in connection with this bidding process is prohibited and the tender submitted by the Contractor/Agency who resort to concealment will be black listed.

### **ELIGIBILITY CRITERIA**

#### **1. Technical Criteria**

The preliminary evaluation will be done on the following parameters and Tenders from Private Security Agencies not conforming to these parameters will be rejected.

- a) The Private Security Agencies should be either registered company, registered partnership firms or Proprietorship of repute for providing Private Security Guards' services.
- b) The Private Security Agencies should have at least one office of their own with telephone, fax and email facility in the jurisdiction of the Zonal Office and having their own supervisors at that place (Proof to be submitted).
- c) The Private Security Agencies should have **valid license** in accordance with Section 4 and section 7 of Private Security Regulation Act 2005 to operate in the state of **Jharkhand. Merely submission of application to licensing authority will not be entertained.**
- d) To be registered with respective Guard Boards (In States - wherever applicable).
- e) The PSA should be in business since last 3 years as on 30.09.2021
- f) PSA should have a track record of Providing Ex Serviceman Armed Guards with weapon to Public Sector banks for at least 3 years as on 30.09.2021 (Copy of the deployment orders to be provided).
- g) It should have audited balance sheet of last three years. For the previous FY, provisional certificates from CA with UDIN number will also be considered).
- h) The PSA should have a sound financial record. It should not have incurred loss in any year in the last three years. (Audited Balance sheet to be submitted to support this. For previous FY provisional certificates from CA with UDIN number will also be considered).
- i) PSAs should have Registration under Shops & Establishments Act.
- j) PSAs should have a valid certificate from ESI Corporation.
- k) PSAs should have a valid certificate under EPF & Misc. Provisions Act 1952.

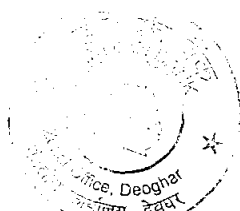


- l) To produce valid Licence from police authorities for engaging in the business of Private security agencies (PASARA)
- m) Should be registered with Govt, under Contract Labour act (Regulation and abolition) 1970.
- n) Should be registered with appropriate authority for GST.
- o) PSAs should have documents **proving** compliance of Minimum Wages Act 1948 and other Labour laws and rules (Wage slip, payment made to ESI, PF organizations should be produced).
- p) PSAs should have Income Tax PAN and should have submitted their Income tax return for last three years (For previous FY provisional certificate from CA with UDIN number, will also be considered).
- q) Bonus should be paid as per Bonus Act 1965 and as per payment of Bonus (amendment) Act 2015
- r) List of Clients with address and reference contact person with phone number.
- s) To be registered with respective guard boards (In states- wherever applicable)
- t) PSAs should have their own infrastructure for training their guards or have documentary evidence for arrangement with recognized training institute(s) for getting their Guards trained before deployment with firing practice once in a year.
- u) PSAs should have credible Supervisory Infrastructure.
- v) PSAs should have on its rolls minimum 150 Security Guards (combined armed as well as unarmed) as on 30.09.2021. (Attach proof with PF Number, ESIC Number, Bank account Number and the PF and ESIC Registers of the guards as on 30.09.2021.
- w) **The following aspects will be given due weightage:**
  - Being Registered / sponsored by Director General of Resettlement, Ministry of Defence, R K Puram; New Delhi.
  - i. Providing such services to Public Sector Banks and Public Sector Undertakings

## 2. Manpower Criteria:

The Armed Guard/Security Guard deputed by PSA for deployment should conform to the following norms beforehand:-

- (a) Preferably, he should be an ex-servicemen/ex-paramilitary personnel.
- (b) He should not be above **50** years at the time of deployment. Age bar of 50 years is relaxed for the existing guards, who were already on the job and were deployed in our Bank's Branches before attaining the age of 50 years. However, new branches are to be deployed with Armed Guard/Security Guard below 50 years of age. **The services of deployed armed guard will not be allowed to continue beyond 60 years of age under any eventuality.**
- (c) The Armed Guard/Security Guard deployed by the PSA will be in proper, presentable uniform of PSA while on duty along with the gun (**12 Bore DBBL/PAG**) and **10** serviceable Cartridges.







इलाहाबाद

ALLAHABAD

- (d) Fitness certificate of the gun from authorised armourer should also be ensured before deployment of Armed Guard/Security Guard at the branch.
- (e) The Armed Guard/Security Guard should not be in Low Medical Category i.e. should be physically fit and mentally sound in all respects. Medical category recorded in the discharge book of the ex-servicemen or ex-Para military personnel only will be considered.
- (f) The Armed Guard/Security Guard should have valid gun license in his name for the firearm/ weapon for the State he is being deployed.
- (g) The duty of the Armed Guard/Security Guard with arms will be to keep a watch over persons visiting the Branch premises where ever deployed AND escorting cash remittances to & from the Branch. The use of firearm by the Security Guard will be in terms of provisions of Indian Penal Code, Sec. 96 to 106.





**Technical Bid  
Annexure - I**

(Letter to the Bank on the PSA letterhead)

To,

The Assistant General Manager  
Indian Bank,  
Zonal Office,  
498A, Srikanth Road  
Belabagan, Deoghar  
Jharkhand -814112

Dear Sir,

**Subject: Your Tender for Deployment of Ex Service Man Armed Guard with .12 Bore DBBL / PAG Gun for Deoghar Zone.**

With reference to your tender notice posted on your website with effect from \_\_\_\_\_, having examined and understood the instructions, terms and conditions forming part of the tender document, we hereby enclose our offer for Armed Security Guards' Services as detailed in your above referred tender.

- 1 We confirm that we have not been disqualified/black listed by any Bank/PSUs/ other Government Organisation for deployment of Security Armed Guard/Security Guards whether armed or un-armed.
- 2 We further confirm that the offer is in conformity with all the terms and conditions as mentioned in the Tender.
- 3 We also confirm that the offer shall remain valid for 90 days from the last date of submission of the tenders.
- 4 We hereby confirm that we have read the terms and conditions given in the tender document and fully agree to them. We shall deploy the Armed Guard/Security Guards in conformity to the criteria of Armed Guard/Security Guard and release payment to Armed Guard/Security Guard as per wage components specified by the Bank.
- 5 We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.
- 6 We enclose herewith Demand Drafts for (1) Rs 25,000/-/- (Rupees Twenty Five Thousand only) towards EMD and (2) Rs. 500/- (Rupees five Hundred only) **plus GST @18% Total Rs 590/-** towards tender document fees favouring Indian Bank and payable at Deoghar. Details of the same are as under:

		EMD	Tender Fees
1	DD No.		
2	Dated		
3	Name of Issuing Bank & Branch		
4	Amount		

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)

**Technical Bid**  
**Annexure I (a)****GENERAL CONDITIONS OF THE SECURITY SERVICES CONTRACT**

1. The Contractor agrees and undertakes to render the **Security Service** for Branches of Indian Bank Zonal Office, 498A, Srikant Road Belabagan, Deoghar - 834001 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, Jharkhand Private Security Agencies Rules, 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 there under, 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 there under 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 bank on its discretion 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 from the money due to the Contractor. It is further agreed that the contractor shall not be entitled to challenge any such deduction in any

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, neighbourhood 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 succeeding month. The contractor shall produce a copy of the wage slip duly attested by the Armed Guard/Security 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 Armed Guard/Security Guards and wearing of uniforms is compulsory for the Armed Guard/Security Guards during their working hours. The Contractor undertakes to ensure that the Armed Guard/Security 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 the deployment of adequate number of security Armed Guard/Security Guards including those who are trained in fire and rescue operations so that at any point of time, there will be one such security Armed Guard/Security Guard on duty per shift of 8 hours. All the Armed Guard/Security Guards shall be trained in fire and rescue operations.

20. The Contractor shall not engage any subcontractor for rendering the services

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 Bank 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.

**Calculation matrix of Security Deposit:-**

Ser	Description	Qty/Amount
(a)	If the total No. Armed Guard/Security Guard Allotted	X in No.
(b)	One Month Pay Bill of armed Guard/Security Guard	Rs. Y
(c)	Total amount of Security Deposit will Be	Rs. X*Y

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 representative of the Bank shall be entitled to inspect the records at any time. 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 Armed Guard/Security 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 Armed Guard/Security Guards is absent.

31. The security Armed Guard/Security Guards deployed by the Contractor shall permit any item / materials to be taken out of the premises with necessary permission only.

32. The Contractor will be responsible for any pilferage, loss, theft, damage of furniture, electrical equipment or any other article from the premises.

33. 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.

34. The Contractor is liable for payment of penalty, at the discretion of the Bank, up to a maximum of Rs.1200/- 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.

35. 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.

36. It is clarified that there is no employer - employee relationship between Bank and the contractor/Security guard in the engagement of security Armed Guard/Security Guards and that the contract is not a contract for employment.

37. The Security Armed Guard/Security Guards shall not consume liquor or smoke while on duty. Contractor has to furnish Police Verification Report (PVR) of the persons employed by him at Indian Bank, Zonal Office 498A, Srikanth Road Zonal Office Deoghar Jharkhand.

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)

इलाहाबाद

ALLAHABAD

**Technical Bid  
Annexure - II**

**PSA PROFILE**

**1. General Information**

1	Name of Applicant	
2	Status of Applicant ( Company, Partnership, Prop etc)	
3	Address of the Registered Office	
4	Address of the Local office	
5	Name of the Contact Person	
6	Date Of Incorporation	DD MM YYYY
7	Age of the company as on .....	___ Years ___ Months
8	PF Registration Number	
9	GST Number	
10	ESIC Code	
11	PAN No.	
12	TAN No.	
13	Total No of Guards ( Armed & Unarmed) as on 30.09.2021	
14	Date since when Armed Guard Being Provided to a Public Sector Bank.	
15	PSARA Licence Number and Validity	

**2. Details of Services being provided in the Public Sector Banks (Provide details of last three years) (Attach Separate Sheet if required)**

Name of Bank	Zone	State	No of Guards	Date of Start of Business

**3. Financial Details**

Year	Audited Balance sheet provided	Turn Over of the Company	Net Profit of the company
2017-18	Yes/No		
2018-19	Yes/No		
2019-20	Yes/No		
2020-21	Yes/No		

\*For FY 2020-21 provisional certificates from CA will also be considered.

I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any contract made between ourselves and Indian Bank on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

I / We agree that the decision of Indian Bank, in selection of PSAs will be final and binding on me / us.

All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place:

SIGNATURE:

Date:

Name & Designation & seal of the

इलाहाबाद

ALLAHABAD

**Technical Bid**

**List of Enclosures (Certified photocopy of)**

S no	Document	Tick if Enclosed
1	Certificate of Incorporation of Company	
2	Certificate of Registration of Partnership Deed etc	
3	Incorporation Certificate	
4	Shop and Establishment Certificate of Local Office	
5	Certificate of Registration with Income Tax Authorities	
6	Certificate of Registration for GST	
7	Certificate of Registration with EPF	
8	Certificate of Registration with ESIC	
9	Certificate of Registration with PSARA	
10	Audited Balance sheet & P&L Statement for last three FYs (For previous FY provisional certificate from CA with UDIN number will also be considered)	
11	Copies of Turn over Certificate Tax Returns and Assessment orders for last three FYs (For previous FY provisional certificate from CA with UDIN number will also be considered)	
12	Letter of Engagement with Public Sector Banks (Enclose letter/Work Orders).	
13	Training Infrastructure Records. Please furnish the agreement with the training center or declaration of own training center as the case may be for the state for which the bidding is being done.	
14	ISO Certificate, if applicable	
15	Copy of Valid PASARA License	
16	Proof of having 150 Employees In the company ( Documents to be supported by Name of Employee , Location of the employee, EPF Number , ESIC Number, Bank account details of the employee clearly stating the Bank Account Number , Bank Name and Branch)	
17	EPF Register of employees of last 12 months.	
18	EPF Challans of last 12 months	
19	ESIC Challans for last 12 months	
20	ESIC Registers of last 12 months	
21	Proof of transferring the salary of the Guards through Bank Transfer (details of last 12 months)	
22	GST payment record for past one year	
23	Letter for Authorised signatory on behalf of PSA for submission of tender document and signing of Agreement, if empanelled at later stage, on behalf of PSA.	

**NOTE:** In ABSENCE of any of the information/enclosures OR any FAKE, WRONG, FICTICIOUS, FALLACIOUS, etc. reporting, the tender will be rejected. The Vendor shall produce/provide original of any document, required by the Bank for verification.

DATE:

SIGNATURE:

DESIGNATION :

NAME OF THE FIRM / AGENCY WITH OFFICE STAMP



इलाहाबाद

ALLAHABAD

**Technical Bid**  
**Annexure III**

**Details of the Reference Site of the company**

S no	Name of the Public Sector Bank/ Organization	Address	Name of the Contact Person & contact number	Details (PO No and Date of the First PO).	Total No of deployment s as on date
1					
2					
3					
4					
5					
6					

Place:

Date:

SIGNATURE:

Name & Designation & seal of the Company

इलाहाबाद

ALLAHABAD

**FINANCIAL BID**  
**Annexure - IV**

**FINANCIAL BID -ARMED GUARDS**

SR. NO	DESCRIPTION	Security Guards(with Arms)		
		Area A	Area B	Area C
1)	BASIC (MINIMUM WAGES)+ VDA for 26 days			
2)	Employees state Insurance (ESI)			
3)	E.P.F.			
4)	E.D.L.I.			
5)	BONUS if applicable.			
	<b>Sub Total - A (1 to 5)</b>			
6)	Admin charges/Service Charges (must cater to administrative charge, uniform, supervisory and all other miscellaneous and statutory overheads) (amount in Rupees)			
76)	<b>Total (Ser 1 to 6)</b>			
8)	GST as applicable of Ser 6			
	<b>Grand Total (Ser 1 to 6)</b>			

We hereby confirm that the Basic plus VDA quoted above is not less than the current minimum wages stipulated by the Ministry of Labor and Employment, Government of India and that other mandatory charges, i.e., EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts. We further agree that the Financial Bid will be rejected if any of the above rates and amount is not in compliance with the respective statutory laws.

SIGNATURE:

DATE:

DESIGNATION :

NAME OF THE FIRM / AGENCY WITH OFFICE STAMP

इलाहाबाद

ALLAHABAD

**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 thereafter 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. 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 Armed Guard/Security Guards.
- f) It is the contractor's responsibility to ensure that guards are provided with proper uniform and are properly turned out for duty.
- g) *Quote not in conformity of Central minimum wages will be summarily rejected.*
- h) GST will be extra at applicable rates.

Place:

Date :

Signature of the Authorized Person

इलाहाबाद

ALLAHABAD

**AGREEMENT**

**Annexure-V**

**SUGGESTED FORMAT OF  
AGREEMENT FOR PROVISION OF SECURITY SERVICES**

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ Bank represented by Shri \_\_\_\_\_ hereinafter referred to as first party (which expression shall wherever the context so admits means and includes administrators, assignees etc.)

**AND**

The Private Security Agency M/s \_\_\_\_\_ represented by its (designation) Mr. /Mrs./Ms \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as the PSA which expression shall wherever the context so admits means and includes administrators, assignees as the second Party.

Whereas the first party requires the Service of Private Security Agency for safe guarding its Branches.

Whereas the PSA which is a Security Agency providing security services has agreed to provide Armed Security Armed Guard/Security Guards with weapon to the First Party as per the requirements.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of \_\_\_\_\_ months w.e.f. \_\_\_\_\_ till \_\_\_\_\_ for the purpose of providing security services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnesseth as under:

**General:**

1. The SGs employed by PSA at its own expenses shall be provided with necessary uniform, outfit; arms etc. as per their job assignments for effective discharge of security services to the Bank and ensure that the uniform is worn while the SGs are on duty. The SGs shall wear clean uniform and look presentable while on duty.
2. Contractor shall perform the Services hereunder as an independent contractor and furnish such Services in its own manner and method, and under no circumstances will any employee, agent, or representative of the Contractor be considered an employee of the Bank. The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.



3. The PSA agrees and undertakes that the security services provided by the security Armed Guard/Security Guards shall be to the entire satisfaction of the Bank and the PSA will make it clear to the security Armed Guard/Security Guards that the latter are employees of the PSA and they shall have no claims against the Bank and the Bank shall not be liable to wages, salary, compensation and any statutory benefits due to the security Armed Guard/Security Guards under the labour law and other legislation and the PSA shall be responsible for providing such amenities to its employees admissible under the law/rules/service conditions.
4. The PSA shall ensure that the Armed Guard/Security Guards shall be deployed at the Branches during business hours i.e. 0930 Hrs to 1730 Hrs (8 Hrs). The PSA shall issue deployment letter, furnishing details of wages to Armed Guard/Security Guard under copy to respective Branch Manager and Zonal Manager as per Annexure – V (A).
5. The PSA shall be paid a sum of Rs. .... (Rupees..... only) per security Armed Guard/Security Guard per month for the services provided by the company on submission of the proper invoice by the company by 10th day of the following month. The Bank shall not make any payment to the security Armed Guard/Security Guards and payment will be made to the PSA only.
6. The PSA shall issue a letter of deployment to the Armed Guard/Security Guard under copy to respective branch Manager containing details of wage components and net salary to be paid and credited to his Saving Banks account (Preferably Indian Bank) after statutory deductions to ensure transparency.
7. The PSA shall credit the wages of Armed Guard/Security Guards deployed at our branches to the SB account of the Armed Guard/Security Guards only maintained in Indian Bank. In case account is not with Indian Bank, the next very month account will be opened by PSA.
8. The PSA shall ensure that the Armed Guard/Security Guards shall wear prescribed uniform of the PSA with Weapon, proper Photo Identity Card, Name Tab, Whistle etc. the Armed Guard/Security Guard shall not take any alcohol or intoxicants and smoke during the duty hours.
9. The PSA shall ensure that the Armed Guard/Security Guard shall be conversant with the use of Weapon, Fire Extinguishers and shall take necessary action in case of activation of fire Alarm System / emergency.
10. In addition to their duty of providing security services the PSA Armed Guard/Security Guards will also be required to perform the following duties :
  - (a) Accompany cash remittance to and from the Branch.
  - (b) Keep vigil while on duty at the Branch.



- 11 The PSA shall be responsible for his SGs in observing all security and safety regulations and instructions as may be issued by the Bank to the PSA from time to time. The PSA shall have the right to appoint and to take appropriate disciplinary actions against his Armed Guard/Security Guard to fulfill his obligations under this agreement provided due process is followed and the action is in accordance with Industrial Employment (Standing Order) Act, 1946 and the Bank is kept informed.
- 12 If any Armed Guard/Security Guard provided by the PSA is found to have committed misconduct or misbehavior, the Bank shall have the right to ask the PSA to remove such Armed Guard/Security Guard without questioning the decision of the Bank. The Bank shall be entitled to restrain such Armed Guard/Security Guard from entering the Bank premises. Thereafter the PSA shall have to provide a suitable substitute within 24 hours.
- 13 The PSA shall ensure that the Armed Guard/Security Guard reports to the nominated Officer in the branch.
- 14 The PSA shall ensure that no familiarity develops between the Armed Guard/Security Guards and the First Party Staff. Further the PSA shall ensure that the Armed Guard/Security Guards do not indulge in any activities including money transactions, which may tarnish the image of the First Party.
- 15 The PSA should ensure that the Armed Guard/Security Guard shall not accept any eatable, tea, coffee, tobacco from the strangers.
- 16 The Armed Guard/Security Guard provided by the PSA shall be medically fit, mentally sound with good physique and not be suffering from any contagious / major disease. The age of the Armed Guard/Security Guard so provided should not be above 50 years.
- 17 However, the PSA shall not in any capacity employ any Armed Guard/Security Guard of doubtful integrity or any person whose antecedents are not verified by the PSA. PSA shall submit due diligence certificate along-with police verification & certificate of having undergone requisite training as per PSARA Act on the Armed Guard/Security Guard at the branch where the Armed Guard/Security Guard is sent for deployment by the PSA.
- 18 The security supervisor from PSA shall report to concerned reporting official at least twice a month besides surprise checking of Armed Guard/Security Guards for the purpose of briefing / debriefing or whenever called for.
- 19 The PSA shall ensure that at no point of time during the prescribed duty hours, the Armed Guard/Security Guard will leave his place of duty. The PSA shall arrange to send a reliever whenever the regular Armed Guard/Security Guard is on leave.

- 20 The PSA shall maintain up to date record of Armed Guard/Security Guards as per the Shops & Establishment Act and will discharge all obligations under various labour laws viz. EPF Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract Labour ( Regulation & Abolition Act) etc or under any other State / Union Legislation in respect of Armed Guard/Security Guards engaged by PSA.
- 21 The PSA shall comply with all provisions of laws of the land applicable while providing the Armed Guard/Security Guards to the First Party.
- 22 The PSA shall take full responsibility for all acts of commission and / or Omissions by their Armed Guard/Security Guards posted at the Branches and will meet all liabilities arising out of such situations.
- 23 The PSA will change the Armed Guard/Security Guard immediately on instructions from the First Party if the performance of that particular Armed Guard/Security Guard is not acceptable or found physically / medically unfit and decision of the First Party will be final in this regard.
- 24 The PSA will provide an Ex Serviceman Armed Guard/Security Guard only to perform the assigned duty efficiently.
- 25 Neither the PSA nor any of their Armed Guard/Security Guards will have any claim against the First Party for any liability arising out of any commission/ omissions caused by the Armed Guard/Security Guard while on duty except the hiring charges payable to the PSA.
- 26 In return for a fixed wages / rates (mentioned in TENDER wage chart) for the Armed Guard/Security Guard, the PSA will at its own risk and cost provide services of Armed Guard/Security Guards as per the requirements of the First Party purely on contractual basis.
- 27 The PSA shall be absolutely responsible for the payment of salary, all other statutory payments for the Armed Guard/Security Guards(or their dependents ) employed on account of salary / wages, bonus ,arrears, employment, terminal benefit, compensation and other claims whatsoever and the First Party has no connection in relation to such matters.
- 28 PSA shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at their own risk and cost in respect of all AGs by PSA. The Bank shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence noncompliance or violation of any of these provisions of any of the Acts will be treated as breach of contract and shall lead to the termination of the contract. The PSA shall maintain all records required to be maintained under statutory enactments and the PSA shall submit to the Bank a certificate every month to the effect that PSA has and is complying with all the statutory regulations as said heretofore.



**इलाहाबाद**

**ALLAHABAD**

- 29 In case of any mishap sustained by Armed Guard/Security Guard of whatsoever nature (minor/ major/ fatal including death during the course of the duty) the responsibility of granting compensation , if any, on that count will be that of PSA and not of the First Party.
- 30 If for any reason, compensation, costs etc are paid by the First Party the same shall be reimbursed by the PSA to First Party without any demure, including interest at ruling rates till settlement.
- 31 In case, the Bank, its officers / employees /staff suffer loss of any nature or if any loss or injury is suffered by any person on the branch premises/campus or any death is caused on account of /by Armed Guard/Security Guard provided by the PSA for not following security/safety regulation/instructions and/or negligence of the Armed Guard/Security Guard and/or if any mishap/accidental firing/deliberate or otherwise of any kind is occasioned by the SG posted at the branches, the PSA shall be primarily liable to make good the loss for all criminal, civil, tortuous, monetary liability or claim arising out of such incident/mishap/accident. Bank shall have the right to recover such losses from the dues payable to the PSA and/or security deposit, in case Bank is caused to bear such loss.
- 32 The PSA shall ensure that the duties of the Armed Guard/Security Guards at the First Party premises are strictly adhered to as framed by the First Party's requirements. The PSA shall ensure that the Armed Guard/Security Guards detailed at the particular post have read & understood the duties.
- 33 In the event of theft, robbery, dacoity or pilferage of the First Party's property or materials, the PSA shall actively assist the First Party for the investigation of the case and if negligence/ connivance of the Armed Guard/Security Guard is established such loss due to theft should be made good by the PSA.
- 34 In case of any property loss / injury to any including First Party's staff due to negligence of the PSA Armed Guard/Security Guard or due to dereliction of duty or inattentiveness of the Armed Guard/Security Guard , all liabilities arising out of such incidents will be fully met by the PSA.
- 35 For verification of the antecedents of all the Armed Guard/Security Guards, a system should be in place for which an undertaking should be forwarded by the PSA for the First Party's record.
- 36 The PSA should ensure that the rotation of the Armed Guard/Security Guards at a particular post at least once in three months with prior permission from the First Party or on receipt of such advice from the First Party.
- 37 The PSA shall furnish the names & permanent and local address of the security Armed Guard/Security Guards being posted at First Party's premises from time to time along with the latest photographs, thumb impression and signatures and Mobile numbers.





- 38 The Armed Guard/Security Guards provided by the PSA shall not be treated as the Bank's staff for any purpose whatsoever. The PSA shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the job. The Bank shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the PSA is responsible under the law. However, if the Bank is forced to pay any cost of any nature on account of the service provider's liabilities, the said cost shall be recovered from the dues payable to the service provider and/or security deposit held by the Bank. In such case, where appropriation of the claim paid by the Bank is made from the security deposit held by the Bank, the PSA shall make good the deficit so caused in the security deposit amount at the earliest. (Bank reserves the right to adjust the security deposit for realization of the claim/dues Bank has been made liable to pay due to the negligent act and/or dereliction by the armed guard/security guard provided by PSA)
- 39 The PSA shall furnish the proof of having paid the wages, EPF, ESI, Bonus and other allowances to the security Armed Guard/Security Guards engaged by them within one week of the disbursement of the wages to them. Any deviation in this regard will be treated as violation of the contract and the contract will be terminated by the First Party.
- 40 The PSA shall provide a letter to concerned branch manager as per draft letter provided by Bank regarding the take home salary due for Armed Guard/Security Guard (on latest pay structure) and pay through Bank account only.
- 41 This agreement with the PSA can be terminated at the discretion of the First Party at one month's notice.
- 42 The PSA shall ensure that all the Armed Guard/Security Guards are subjected to Basic Training and Refresher Training programme on regular basis at its cost.
- 43 The PSA shall not appoint any sub-Service Provider for the work assigned to PSA without prior written permission of the Bank.
- 44 The PSA shall, at its own expenses, take workman's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Bank. The PSA shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of award of Contract.
- 45 TDS shall be deducted from all payments made to the PSA as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 46 The AGs of the PSA shall not be allowed to stay in the branch premises. In case of any exigency, permission should be taken from Bank Authorities.
- 47 Issues, not specifically clarified in the contract, shall be settled with mutual consent between the PSA and the Bank, without vitiating the basic premises of the

**INDEMNIFICATION.**

PSA shall indemnify, hold harmless and defend the Bank and its officers, employees and agents ("indemnities") from and against any and all liability, loss, claims, demands, suits and causes of action of any nature on account of death, personal injuries, property loss or damage or any other kind of loss or damage, including all expenses of litigation, court costs, attorneys' fees and expert witness fees which arise or are claimed to arise out of or in connection with this agreement or the performance of this agreement regardless of whether the injuries, death, or damages are caused or are claimed to be caused by the concurrent or contributory negligence of indemnities. PSA must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel reasonably satisfactory to indemnities, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, claims, demands or actions. The indemnification obligations of PSA under this section survive the expiration or sooner termination of this agreement.

**Severability.**

Each provision of this Agreement is severable and if, for any reason, any provision or any part thereof is determined to be invalid and contrary to any applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**Tender documents:-**

Tender documents (Annexure I, Annexure IA, Annexure II, and Annexure IV) forms part of this agreement and will be binding on both the parties.

**Duties of outsourced Armed Guard at Branch sites:**

The Armed Guard deployed at the branch shall work under the general supervision and direction of branch Manager. He will perform the following duties:-

1. Armed guard on duty shall remain vigilant at all time. He will keep the gun loaded with safety catch "ON" to prevent accidental firing. He will remain in proper clean uniform of PSA maintaining personal hygiene
2. Armed Guard will not permit any Arms & Ammunition inside the Branch by customers.
3. Armed Guard should not permit any person to enter with his/her helmet on or with any mask on.
4. In case anybody leaves behind any bag, or suspicious item etc, the armed guard on duty should immediately inform Branch Manager, Security Officer or Civil Police.
5. Armed Guard on duty should not handle complaints of customer for any reason whatsoever. However he will be courteous towards the customer.
6. In case of any unrest in the area, the guard should lower down the rolling shutter and inform the Branch Manager.
7. Armed Guard should handle customers diligently who visit the Branch in an inebriated condition.
8. Armed guard should not remain absent without prior permission from respective branch manager/Operation Manager. The PSA should provide suitable replacement in exigencies.
9. Armed Guard should ensure that the Branch site/entrance is not obscured / blocked by parking heavy vehicles etc.
10. Armed Guard while at all times.
11. Armed Guard should not leave the place of his duty unless properly relieved.
12. Armed Guard will not allow unauthorized persons to enter inside the cash handling area, Strong Room, Cash Safe room and server room.
13. Armed Guard will not fill the forms/ cheque/withdrawal slips of the customers and will perform only the security related duties.
14. Armed Guard should have the contact numbers of concerned Police Station, Control Room, Fire Brigade, Ambulance, Security Officer, Branch Manager etc. He should also be conversant with action to be taken by him in various types of emergent situations.
15. Armed Guard should report any untoward incident to Branch Manager and own Security Agency supervisor and Bank's Security Officer.
16. Armed Guard should know how to use the firefighting appliances in case of emergency.
17. The Armed guard will remain extra vigilant while escorting cash remittances.

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 Bank (With seal)

First Party

\_\_\_\_\_  
For PSA

Second Party.



इलाहाबाद

ALLAHABAD

Annexure - V A

(Letter to the Branch Manager on the PSA letterhead)

Ref No:

Date:

To,  
The Branch Manager  
Indian Bank,  
\_\_\_\_\_Branch,

Dear Sir,

**Subject: Deployment of Ex- Servicemen Armed Guard at your branch**

This has reference to Zonal Office letter No.-----dated -----  
regarding Engagement of our Security Agency for deployment of Ex- Servicemen Armed  
Guard at your Branch. In this connection we have deputed Shri -----  
Employee ID No -----Adhaar Card No-----S/o Shri-----  
-----Resident of-----

Police Station-----Distt.----- State-----  
to your branch along with copies of following document duly verified at our end:-

- 1 PSA Id Card details:
- 2 Adhaar Card:
- 3 Antecedent verification report from concerned Police Station
- 4 Certified copy of Discharge Book
- 5 Gun Licence No
- 6 Area of jurisdiction and Validity of Gun licence up to:
- 7 DBBL Gun No.
- 8 Gun Cartridges (No.):
- 9 Copy of Information to local Police in case licence of Outside State of  
Jharkhand
- 10 Mobile No. of Security Guard and Supervisor.



इलाहाबाद

ALLAHABAD

We undertake to pay the following wages components to the guard deployed within 10<sup>th</sup> of every month through the personal bank account of concerned guard as per agreement terms & conditions set and wage structure approved by Bank.

Sl. No	DESCRIPTION	Security Guards (with Arms)		
		Area A	Area B	Area C
1)	Basic (Minimum wages)+ VDA for 26 days			
2)	Bonus (if applicable) as notified			
3)	<b>Total - A</b> (1 to 2)			
4)	EPF Employee Share @ 12% of Up to 15000/-			
5)	ESI @ 0.75% of SI 1			
6)	<b>Total Deduction- B</b> (4 to 5)			
	<b>Net Salary to be credited to guard's account (A-B)</b>			

We also undertake to regularly deposit EPF from the date of deployment of guard as received from your Bank along with employees share to EPFO.

We also undertake to regularly deposit ESI subscription from the date of deployment of guard as received from your Bank along with employees share to ESIC

The armed guard deployed at your branch has been fully briefed about duties to be performed as per terms and condition of agreement. For any complaints/issues regarding the services of deployed armed guard or any deficiency at our end you are requested to bring it to our notice for immediate remedial action.

We further assure that all statutory payments shall be done to concerned offices and wages to guards without any complaints. In case of default payment/under payment, Bank will be free to take action against us as deem appropriate.

Assuring our best services.

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)

Copy to:  
The DGM/AGM  
Zonal Office  
Indian Bank  
Deoghar

For information & Record please.

Authorized Signatory