इंडियन बैंक Indian Bank
इलाहाबाद ALLAHABAD

Azadi Ka Amrit Mahotsav

# INDIAN BANK

## ZONAL OFFICE MIRZAPUR

**TENDER FOR**

**ENGAGEMENT OF PRIVATE SECURITY AGENCIES (INCLUDING DGR REGISTERED) FOR DEPLOYMENT OF EXSERVICEMEN ARMED GUARDS**

**AT VARIOUS BANK PREMISES UNDER MIRZAPUR ZONE**

**IMPORTANT DATES**

| | | |
|---|---|---|
| DATE OF ISSUE OF TENDER | : | 16-12-2022 to 29.12.2022 before 1700 Hrs |
| LAST DATE OF SUBMISSION OF TENDER | : | 30-12.2022 before 1100 Hrs |
| DATE OF OPENING OF TENDER | : | 30.12.2022 at 1500 Hrs |

# ENGAGEMENT OF PRIVATE SECURITY AGENCIES (INCLUDING DGR REGISTERED) FOR DEPLOYMENT OF EXSERVICEMEN ARMED GUARDS AT VARIOUS BANK PREMISES UNDER MIRZAPUR ZONE

Indian Bank Zonal Office, MIRZAPUR invites sealed offers under two bid systems from reputed Private Security Agencies (PSAs) for providing 24 Armed Guards with Gun (.12 bore DBBL/Pump Action Gun) for guarding of Bank's Branches/Offices/Currency Chest/Residential Premises under the jurisdiction of Zonal Office MIRZAPUR.

**Name of the Work:**
Engagement of Private Security Agencies for Providing Ex-Servicemen **Armed Guards with Gun** under MIRZAPUR Zone of the Bank

**Period of Issue of Tender : 16.12.2022 to 29.12.2022 before 1700 Hrs**

**Last Time/Date for Submission of Tender: 30.12.2022 before 1100 Hrs.**

**Date /Time of Opening of Technical Bid : 30.12.2022 at 1500 Hrs.**

**Earnest Money Deposit : Rs 25,000/- (Rupees Twenty Five Thousand only by way of DD favouring 'INDIAN BANK' payable at MIRZAPUR- Refundable).**

Sealed applications are invited on behalf of Indian Bank Zonal Office, MIRZAPUR for the above mentioned work from Private Security Agencies. The applications shall be opened at the Zonal Office at the above specified time. The Authorized representatives for participating Agencies 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.

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.

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.

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.

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

Assistant General Manager

Place : MIRZAPUR
Date : 16-12- 2022

# INSTRUCTIONS TO PRIVATE SECURITY AGENCIES (SECURITY SERVICE)

1. **Bid Submission Process**

Interested parties shall submit their offers in sealed covers super scribed as: "Technical Bid" for providing **24** Exservicemen **Armed Guards with Gun** for Bank's premises under MIRZAPUR Zone.

**Part 1- Technical Bid for Armed Security Guards Services**. **Technical bid,*(consists of Annexure I, II, III)*** in a separate sealed envelope, super-scribed **'Technical Bid - Engagement of Private Security Agencies for Providing Ex-Servicemen Armed Guards with Gun under MIRZAPUR 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/- (inclusive of GST) (Non-refundable) and EMD of Rs 25,000/- (Rupees Twenty Five Thousand Only) (Refundable) **Both Cost of application and EMD to be submitted separately through DEMAND DRAFT only, favouring Indian Bank, payable at MIRZAPUR respectively**, has to be enclosed in absence of which the bid will be rejected.

**Part 2 – Financial Bid for Armed Security Guards Services. Financial bid,**(Annexure IV) in a separate sealed envelope should be super scribed as **'Financial Bid – Engagement of Private Security Agencies for Providing** Exservicemen **Armed Guards with Gun under MIRZAPUR Zone'** and shall contain nothing but price aspects without any conditions. The Financial bid is for Exservicemen providing Armed Guards for guarding of vulnerable branches/offices/residential complex/Currency Chest under the jurisdiction of MIRZAPUR Zone.

The above sealed Bids should be placed in a sealed envelope which should be super scribed **"Tender for Exservicemen Armed Security Guards with Gun"** should be addressed to "The Assistant General Manager, Indian Bank, Zonal Office, MIRZAPUR and should be submitted to the Zonal Office in person or by way of Post / Courier latest by **1100 Hrs on 30.12.2022.**

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.

Interested Agencies may collect the blank Tender form in person from Indian Bank, Zonal Office MIRZAPUR on payment of the application fees of **Rs 500/-** (inclusive of GST) through DD **favouring Indian Bank, payable at MIRZAPUR.** Tender forms will not be sent to any agency by post from our office.

Tender forms can also be downloaded from Bank's website www.indianbank.in and in such cases, the Agency shall have to enclose the application fees of **Rs.500/**(inclusive of GST)- by way of DD favouring **Indian Bank**, Payable at MIRZAPUR along with the Technical Bid, at the time of submission of Tender.

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, The Minimum Wages Act (Central Govt.), The Payment of Bonus Act, The Payment of Gratuity Act,1972, The Workmen Compensation Act**

The Bank reserves the right to verify any information/document furnished by the Tenderer, should the circumstances so warrant in the overall interest of the Bank.

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'.**

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.

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.

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.

The Bank reserves the right to vary the quantity of Guard services proposed to be engaged through this RFP / Tender **upto ± 25% of Quantity** stated above.

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

**Stage I: Technical Bid**
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 document shall not be considered for evaluation, tender summarily rejected and EMD shall be returned.

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. In addition, 'Score Cards' will be prepared during the Technical Evaluation Process with weightage given to certain parameters. This 'Score Card' does not debar any PSA for qualifying in the Technical Bid, however have significant role in ascertaining L1, L2 & L3 Bidders during Financial Evaluation Process. Details of 'Score Card' is given in the succeeding paragraphs. It is the Bidder's responsibility to provide authentic proof with documents, for all the parameters mentioned in the section **"Technical Criteria"**, duly stamped and signed by authorised official.

**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, the Tender will be disqualified)**. It should comprise of the following:

- Covering letter on the prescribed format (**Annexure-I**).
- DD for Rs 500/-(inclusive of GST), i.e. Cost of Tender Forms, if downloaded from Bank's website.
- Earnest Money Deposit of Rs 25,000/- in the form of DD favouring Indian Bank, payable at MIRZAPUR.
- PSA profile as per **Annexure II**.
- Details of reference sites as per **Annexure-III**.

**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 guard in Indian Rupees only for Ex-Servicemen Armed guard with Gun 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 (**as on 31 Oct 2022**) including other wage components. Date and time of opening of Financial Bids shall be intimated by way of email to the eligible Agencies. Amount quoted less than the statutory minimum wages, incorrect working of ESI, EPF, Bonus (as applicable) thereof will not be considered for further process.

Note :- If more than 03 PSAs have quoted same price in the financial bid, then final selection of Private Security Agencies will purely depend upon the mark secured in the **'Score Card'** as per the weightage for ascertaining L1, L2 & L3 PSAs.

**Format of 'Score Card' for those Technically Qualified PSAs is below:-**

| **Name of PSA** | **PSA 1** | **PSA 2** | **PSA 3** | **PSA 4** |
|---|---|---|---|---|
| Current Engagement/ Empanelment with other PSBs (excluding Indian Bank)/ Pvt Bank / PSU<br><br>[More than 4 PSBs/PSUs : **5 Marks**,<br>3 to 4 PSBs/PSUs: **3 Marks**,<br>02 PSBs/PSUs: **1 Mark**] | ---- Marks | ---- Marks | ---- Marks | ---- Marks |
| No. of Armed Security Guards under Current engagement with PSB (excluding Indian Bank)/ Pvt Bank/ PSU etc<br><br>[More than 300 Sec. Guards- **5 Marks**,<br>201 to 300 Sec Guards - **3 Marks**]<br>150 to 200 Sec Guards- **1 Mark**] | ---- Marks | ---- Marks | ---- Marks | ---- Marks |
| Confidential Report from PSBs/PVBs/ PSUs (any 2)<br><br>[Excellent- **5 Marks**,<br>Good- **3 Marks**,<br>Satisfactory- **1 Mark**]<br>(Lowest grading will be considered for scoring) | ---- Marks | ---- Marks | ---- Marks | ---- Marks |
| Registered with DGR<br><br>**3 Marks** | ---- Marks | ---- Marks | ---- Marks | ---- Marks |
| Training Facility<br><br>[Own set-up- **2 marks**,<br>Tie-up with other agencies with an agreement- **1 Mark**] | ---- Marks | ---- Marks | ---- Marks | ---- Marks |
| **TOTAL MARKS OBTAINED (Out of 20 Marks)** | | | | |

**Splitting of Order:**
The Bank can split the order amongst the Private Security Agencies who have been identified as L1 Agency. **Bank at its sole discretion may also choose to allocate the order upto maximum of 3** Agencies **provided the qualified Bidders are willing to match the L1 Price**. If L2 & L3 are willing to match the L1 price, then the work may be shared amongst the 3 in 50:30:20 ratio. However, if only L2 or L3 is willing to match the L1 Price, then the work allocation shall be done on 60:40 ratio. Notwithstanding the above, where the work is less and if Bank finds that it will be suitable to manage the work with only one Agency then the entire work can be allotted to only one Agency at the discretion of the Bank.

3. **Period of Contract:**
The Engagement shall be **for initial period of one year and renewable thereafter, year wise for a maximum of Two years (Total 03 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.

4. **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.

5. **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 MIRZAPUR. 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.

6. **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/ Bank Guarantee favoring Indian Bank/TDR issued from Indian Bank & assigned marked Lien in favour of Indian Bank Zonal Office**. The EMD amount will be returned back to successful bidders after issue of work order and submission of Bank Guarantee. 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.

7. **Agreement Between the PSA and the Bank:**
The successful Bidder should execute Agreement with the concerned Branch/Office 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 Ex-Servicemen Armed Guards with gun 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/Zonal Office will be the nodal office for deployment of guard.

8. **Validity of Offer:**

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

9. **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.

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

| | |
|---|---|
| Name | Rajesh Kumar Tiwari |
| Designation | Zonal Security Officer |
| E-Mail ID | zomirzapur@indianbank.co.in |
| Contact No | 7905787635 |

11. **Miscellaneous:**
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.

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).**

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

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.

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.

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.

## 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 registered company, registered partnership firms, Limited Liability Partnership 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 Uttar Pradesh state/Zonal Office MIRZAPUR** 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 Uttar Pradesh. **Merely submission of application to licensing authority will not be entertained.**

d) The PSA should have more than 150 guards in their payroll (documentary proof required).

e) The PSA should be in business since last 5 years as on 31.10.2022

f) PSA should have a track record of providing Armed Guards to minimum two Public Sector Banks / Pvt Banks / Public Sector Undertaking for at least 3 years as on 30.10.2022 (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 signed by CA with valid UDIN 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 signed by CA with valid UDIN 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) PSAs should have documents **proving** compliance of Central Minimum Wages Act 1948 and other Labour laws and rules (Wage slip, payment made to ESI, PF organizations should be produced).

m) PSAs should have Income Tax PAN & GSTIN and should have submitted their Income tax return for last three years (For previous FY provisional certificate from CA will also be considered).

n) 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.

o) PSAs should have credible Supervisory Infrastructure.

p) **The following aspects will be given due weightage:**

i. Being Registered / sponsored by Director General of Resettlement (DGR), Ministry of Defence, R K Puram, New Delhi.

ii. Providing such services to Public Sector Banks, Private Banks and Public Sector Undertakings
iii. Current engagement/ experience in deploying Security Guards in PSBs/ PVBs / PSU.
iv. Training Facilities Available

2. **Manpower Criteria:**

The Ex-Servicemen Armed Guard deputed by PSA for deployment should conform to the following norms before hand:-

1. He should be physically fit and mentally sound in all respects.
2. He should not be above 50 years at the time of deployment.
3. All Security Guards so engaged at Indian Bank Premises shall necessarily have Savings Account maintained with any Indian Bank Branch.
4. The Manpower provided to the Bank shall be mandatorily covered under Govt Social Schemes – PMJJY, PMSBY, and APY.
5. The Ex-Servicemen Armed Guard deployed by the PSA will be in proper, presentable uniform of PSA while on duty.
6. The Armed Guard should know any one of these languages: -Hindi/English.
7. The duty of the Armed Guard will be to keep a watch over persons visiting the Bank's premises where ever deployed.
8. Controlling and maintaining entry of customers/visitors/etc. to the Bank's premises.

**Annexure - I**

**(Letter to the Bank on the PSA letterhead)**

**To,**
The Assistant General Manager
Indian Bank,
Zonal Office Mirzapur

Dear Sir,

Subject: **Your Tender for Deployment of 24 Ex-Servicemen Armed Guard for MIRZAPUR 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 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 guards in conformity to the criteria of Armed Guard and release payment to 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 accept all procedures adopted by your Bank during this Tender Process for the selection of PSA.
7. 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) inclusive of GST, towards tender document fees favouring Indian Bank and payable at MIRZAPUR. 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)

**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 (UNARMED & ARMED) as on 30.10.2022 | |
| 14 | PSARA Licence Number and Validity | |

2. **Details of Services being provided in the Public / Private Sector Banks, PSUs etc (Provide details of last three years)**

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

3. **Financial Details**

| Financial Year | Audited Balance sheet provided | Turn Over of the Company | Profit of the company |
|---|---|---|---|
| **2019-20** | **Yes/No** | | |
| **2020-21** | **Yes/No** | | |
| **2021-22** | **Yes/No** | | |

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 to 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:
Date:

SIGNATURE:
Name & Designation & seal of the Company.

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

| S no | Document | Tick if Enclosed |
|---|---|---|
| 1 | Certificate of Registration Of Company /Partnership Deed/ Letter of Proprietorship etc | |
| 2 | Incorporation Certificate | |
| 3 | Shop and Establishment Certificate of Local Office | |
| 4 | Certificate of Registration with Income Tax Authorities | |
| 5 | Certificate of Registration for GST | |
| 6 | Certificate of Registration with EPF | |
| 7 | Certificate of Registration with ESIC | |
| 8 | Certificate of Registration with PSARA | |
| 9 | Audited Balance sheet & P&L Statement for last three FYs (For previous FY provisional certificate from CA will also be considered) | |
| 10 | Copies of Turn over Certificate, Tax Returns and Assessment orders for last three FYs (For previous FY provisional certificate from CA will also be considered) | |
| 11 | Letter of Engagement with Public Sector Banks (Enclose letter/Work Orders). | |
| 12 | 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. | |
| 13 | ISO Certificate, if applicable | |
| 14 | Copy of Valid PASARA License | |
| 15 | 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) | |
| 16 | EPF Register of employees of last 12 months. | |
| 17 | EPF Challans of last 12 months | |
| 18 | ESIC Challans for last 12 months | |
| 19 | ESIC Registers of last 12 months | |
| 20 | Proof of transferring the salary of the Guards through Bank Transfer (details of last 12 months) | |
| 21 | GST payment record for past one year | |
| 22 | 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, etc. reporting, the tender will be rejected. The Vendor shall produce/provide original of any document, required by the Bank for verification.

Place:
Date:

SIGNATURE:

Name & Designation & seal of the Company

**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 deployments as on date |
|---|---|---|---|---|---|
| | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

Place:
Date:

SIGNATURE:

Name & Designation & seal of the Company

**Format of Confidential Report to be taken from PSBs/PVBs/ PSUs (Any Two)**

Note :- This Certificate is to be signed by an Executive in the rank of at least an AGM or Above.

1. We confirm M/s _______________ (Name of PSA) has been awarded with a contract for engagement of PSA Guards in our Organization w.e.f ____________.

2. The Services rendered by M/s ____________________________ towards provision of PSA Guards in our organization is found: **Excellent / Good / Satisfactory**. (Select any 1)

3. This certificate is valid for a period of 2 months and issued without prejudice, on the sole request of the Agency towards Tendering Process in Indian Bank.

(Signature )

Name of AGM / Equivalent Officer
Place:
Date: (after date of publication of tender)
Office Seal

**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) –If applicable | | | |
| 3) | E.P.F. (incl. EDLI & Admin Charges) | | | |
| 4) | BONUS–if applicable. | | | |
| **A** | **Sub Total – A (1 to 4)** | | | |
| 5) | Service Charges (includes administrative and Supervisory Charges) (amount in Rupees) | | | |
| | **Total (** Ser 5+A ) | | | |
| | GST as applicable | Extra | Extra | Extra |

**Allowances - Bonus, ESI and EPF**: Eligible Bonus to be paid at least by **8th month of contract** and relevant proof to be submitted. Extract of Form D (if applicable) 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 per applicability 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.

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(**as on 31 Oct 2022**) 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.

DATE: SIGNATURE:

DESIGNATION :

NAME OF THE FIRM / AGENCY WITH OFFICE STAMP

## 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) All points mentioned Para 2; Stage I & II i.e. "**EVALUATION PROCESS**" will be followed subject to conditions therein.

c) ***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.***

d) ***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.***

e) Monthly wages to be arrived at as per provisions of the latest **Central Govt.** notification on Minimum Wages for ________ city. 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.

f) All statutory and social security obligations like, **EPF, ESI, Bonus** 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.

**For ser 6, Service Charges should include** administrative and supervisory charges and all other miscellaneous overheads including charges for uniform and maintenance. Amount quoted equivalent to Zero Percent and / or its derivatives shall be summarily rejected. It is the contractor's responsibility to ensure that guards are provided with proper uniform and are properly turned out for duty. If the competent authority of the bank finds that service charges so quoted are not sufficient to cover these obligations, the respective bid will be summarily rejected, irrespective of the being L1,L2,L3...

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

**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/Offices/Residential Complex/CC.

Whereas the PSA which is a Security Agency providing security services has agreed to provide Exservicemen Armed 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 Security Guards (SG) employed by PSA at its own expenses for deployment in the First Party Branches / Offices will be an Ex-Serviceman and 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 guards shall be to the entire satisfaction of the Bank and the PSA will make it clear to the 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 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 SGs shall be deployed at the Branches/CC during business hours i.e. 0930 Hrs to 1730 Hrs (8 Hrs) and for residential complex for 24X7 not exceeding 8 hours of work in a day. The PSA shall issue deployment letter, furnishing details of wages to guard under copy to respective Branch Manager/Zonal Office and Zonal Manager as per Annexure – V (A).

5. The PSA shall be paid a sum of Rs. ..............(Rupees..................... only) per 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 guards and payment will be made to the PSA only.

6. The PSA shall issue a letter of deployment to the SG under copy to respective Branch Manager/Zonal Office containing details of wage components and net salary to be paid and credited to his SB account after statutory deductions to ensure transparency.

7. The PSA shall credit the wages of SGs deployed at our Branches/Bank's premises/CC to the SB account of the 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 SGs shall wear prescribed uniform of the PSA with Weapon, proper Photo Identity Card, Name Tab, Whistle etc. the guard shall not take any alcohol or intoxicants and smoke during the duty hours. The PSA shall ensure that the SG shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of fire Alarm System / emergency.
9. 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.

10. In addition to their duty of providing security services the PSA guards will also be required to perform the following duties :
    (a) Frisking of Staff/Customers wherever required in Branch/CC/Bank's premises.
    (b) Keep vigil while on duty at the Branch / Premises where deployed.

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 SG 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 SG 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

SG without questioning the decision of the Bank. The Bank shall be entitled to restrain such Armed 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 SG reports to the nominated Officer in the Branch/Office/CC/Bank's premises/ZO.

14 The PSA shall ensure that no familiarity develops between the SGs and the First Party Staff. Further, the PSA shall ensure that the SGs 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 SG shall not accept any eatable, tea, coffee, tobacco from the strangers.

16 The 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 SG so provided should not be above 50 years.

17 However, the PSA shall not in any capacity employ any SG 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 SG at the branch where the SG 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 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 guard will leave his place of duty. The PSA shall arrange to send a reliever wherever the regular Armed guard is on leave.

20 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. 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 guards engaged by PSA.

21 The PSA shall comply with all provisions of laws of the land applicable while providing the guards to the First Party.

22 The PSA shall take full responsibility for all acts of commission and / or Omissions by their guards posted at the Branches and will meet all liabilities arising out of such situations.

23 The PSA will change the SG immediately on instructions from the First Party if the performance of that particular SG 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 SG only to perform the assigned duty efficiently.

25 Neither the PSA nor any of their guards will have any claim against the 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.

26 In return for a fixed wages / rates (mentioned in TENDER wage chart) for the SG, the PSA will at its own risk and cost provide services of 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 obligations for the 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 SGs 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 non compliance 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.

29 In case of any mishap sustained by 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 The PSA shall ensure that the duties of the guards at the First Party 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 read & understood the duties.

32 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 SG provided by the PSA for not following security/safety regulation/instructions and/or negligence of the SG 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.

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 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 guard / or due to dereliction of duty or lack of attentiveness of the guard, all liabilities arising out of such incidents will be fully met by the PSA.

35 For verification of the antecedents 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.

36 The PSA should ensure that the rotation of the SGs 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 SGs 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 SGs 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 invoke the performance bank guarantee furnished by the PSA for realization of the claim / dues Bank has been made liable to pay due the negligent act and/or dereliction in duty by the SG provided by PSA)

39 The PSA shall furnish the proof of having paid the wages, EPF, ESI, Bonus and other allowances to the 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 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 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 SGs 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 contract.

**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

**Duties of outsourced Ex-Serviceman Armed Guard (SG) at Branch / Offices / CC sites/ Residential Complex Sites:**

The SG deployed at the branch/offices/CC/Residential Complex shall work under the general supervision and direction of Branch Manager/ZO. He will perform the following duties:-

1 SG on duty shall remain vigilant at all time. He will remain in proper clean uniform of PSA maintaining personal hygiene.
2 SG will not permit any Arms & Ammunition inside the Branch/Bank's premises by customers.
3 SG 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 SG on duty should immediately inform Branch Manager, Security Officer or Civil Police.
5 SG 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 SG should lower down the rolling shutter and inform the Branch Manager and for Offices/residential complex, he should close the main gate and inform the concerned officials.
7 SG should handle customers diligently who visit the Branch in an inebriated condition.
8 SG should not remain absent without prior permission from respective branch manager/Operation Manager. The PSA should provide suitable relief in exigencies.
9 SG should ensure that the Branch site or premises/entrance is not obscured / blocked by parking heavy vehicles etc.
10 SG to be vigilant at all times.
11 SG should not leave the place of his duty unless properly relieved.
12 SG will not allow unauthorized persons to enter inside the cash handling area, Strong Room, Cash Safe room and server room.
13 SG will not fill the forms/ cheque/withdrawal slips of the customers and will perform only the security related duties.
14 SG 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 SG should report any untoward incident to Branch Manager and own Security Agency supervisor and Bank's Security Officer.
16 SG should know how to use the fire fighting appliances in case of emergency.
17 The SG will remain extra vigilant while cash remittances is in process.

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) For PSA

First Party Second Party.

Witness

1.

2.

**Annexure – V A**

**(Letter to the Branch Manager on the PSA letterhead)**

**Date:**

**Ref No:**

**To,**
The Branch Manager
Indian Bank,
___________Branch,

Dear Sir,

**Subject: Deployment of Ex-serviceman 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 -------- Aadhaar Card No------------------S/o Shri--------------------- -Resident of-----------------------------Police Station--------------------Distt.----------- -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

We undertake to pay the following wages components to the guard deployed within 10th of every month through the personal bank account of concerned guard as per agreement

| 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. (incl. EDLI & Admin Charges) | | | |
| 4) | BONUS – only if applicable. | | | |
| **A** | **Sub Total – A (1 to 4)** | | | |
| 5) | Service Charges (includes administrative and Supervisory Charges) (amount in Rupees) | | | |
| | **Total ( Ser 5+A )** | | | |
| | | | | |

terms & conditions set and wage structure approved by Bank.

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

The Ex-serviceman 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 : For information & Record please.
Zonal Office