

TENDER DOCUMENT

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 **Armed Guards with Gun** for Bank's premises under Muzaffarpur 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 Armed Guards with Gun under Muzaffarpur 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 Muzaffarpur 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 Armed Guards with Gun under Muzaffarpur Zone' and shall contain nothing but price aspects without any conditions. The Financial bid is for providing Armed Guards for guarding of vulnerable branches/offices/residential complex/Currency Chest under the jurisdiction of Muzaffarpur Zone.

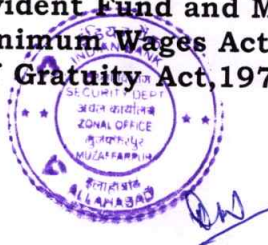
The above sealed Bids should be placed in a sealed envelope which should be super scribed "**Tender for Armed Security Guards with Gun**" should be addressed to "The Assistant General Manager, Indian Bank, Zonal Office, Muzaffarpur and should be submitted to the Zonal Office in person or by way of Post / Courier latest by **1700 Hrs on 28.02.2023**.

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.

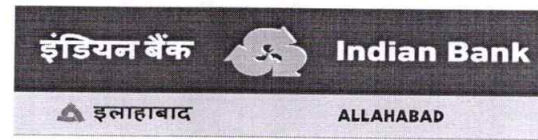
Interested Agencies may collect the blank Tender form in person from Indian Bank, Zonal Office Muzaffarpur on payment of the application fees of **Rs 500/-** (inclusive of GST) through DD **favouring Indian Bank, payable at Muzaffarpur**. Tender forms will not be sent to any agency by post from our office.

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 Muzaffarpur 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**



[Handwritten signature]



अंचल कार्यालय, मुजफ्फरपुर Zonal Office, Muzaffarpur
TENDER DOCUMENT

2) Period of Contract:

The Engagement shall be **for initial period of one year and renewable thereafter, year wise upto Two years (maximum 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.

3) 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.

4) 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 Muzaffarpur. 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.

5) 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.

6) 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 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.

7) Validity of Offer:

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

8) 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.



9) Clarifications:

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

Name	AMAR PRAKASH
Designation	Zonal Security Officer
E-Mail ID	zomuzaffarpur@indianbank.co.in
Contact No	9531826113

10) 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.

- q) The Private Security Agencies should be registered company, registered partnership firms, Limited Liability Partnership or Proprietorship of repute for providing Private Security Guards' services.
- r) The Private Security Agencies should have **at least one office** of their own with telephone, fax and email facility in the **jurisdiction of the Bihar state/Zonal Office Muzaffarpur** and having their own supervisors at the place (Proof to be submitted).





TENDER DOCUMENT

- s) 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 Bihar. **Merely submission of application to licensing authority will not be entertained.**
- t) The PSA should have more than 150 guards in their payroll (documentary proof required).
- u) The PSA should be in business since last 5 years as on 31.12.2022.
- v) 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 31.12.2022 (Copy of the deployment orders to be provided).
- w) 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).
- x) 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).
- y) PSAs should have Registration under Shops & Establishments Act.
- z) PSAs should have a valid certificate from ESI Corporation.
- aa) PSAs should have a valid certificate under EPF & Misc. Provisions Act 1952.
- bb) 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).
- cc) 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).
- dd) 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.
- ee) PSAs should have credible Supervisory Infrastructure.
- ff) **The following aspects will be given due weightage:**
- Being Registered / sponsored by Director General of Resettlement (DGR), Ministry of Defence, R K Puram, New Delhi.
 - Providing such services to Public Sector Banks, Private Banks and Public Sector Undertakings
 - Current engagement/ experience in deploying Security Guards in PSBs/ PVBs / PSU.
 - Training Facilities Available



2. Manpower Criteria:

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

9. He should be physically fit and mentally sound in all respects and He should not be above 50 years, at the time of deployment.
10. All Armed Guards engaged through PSA at Indian Bank Premises shall necessarily have Savings Account maintained with any Indian Bank Branch.
11. Manpower provided to Bank shall be mandatorily be covered under Govt Social Schemes – PMJJY, PMSBY and APY.
12. Armed Guard deployed by PSA will be in proper uniform of PSA, while on duty.
13. Armed Guard should know any two of these languages :- Hindi/English.
14. The duty of Armed Guard will primarily be to keep a vigil over persons visiting the Bank's premises, where ever deployed and to ensure safety of Bank's assets.
15. Ensuring proper access control by regulating and maintaining entry / exit of customers/visitors/etc. to the Bank's premises.
16. Guns may be of type - SBBL/ DBBL / Pump Action Guns.



[Handwritten signature]

[Handwritten signature]



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 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 Armed guards 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 Armed Guard 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 Armed Guards 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 Armed guards shall wear prescribed uniform of the PSA with Weapon, proper Photo Identity Card, Name Tab, Whistle etc. the

Handwritten signature/initials in blue ink.

Handwritten signature/initials in blue ink.



- guard shall not take any alcohol or intoxicants and smoke during the duty hours. The PSA shall ensure that the Armed guard 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 Armed Guard 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 Armed guards and the First Party Staff. Further, the PSA shall ensure that the Armed 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 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 Armed guard 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.

[Signature]

[Signature]



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 Armed guard immediately on instructions from the First Party if the performance of that particular Armed 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 Armed Guard 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 Armed Guard, 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

Handwritten signature/initials

Handwritten signature/initials



- 29.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.
- 30.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.
- 31.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.
- 32.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.
- 33.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 Security Guard provided by the PSA for not following security/safety regulation/instructions and/or negligence of the Security Guard and/or if any mishap/accidental firing/deliberate or otherwise of any kind is occasioned by the Security Guard 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.
- 34.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.
- 35.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.
- 36.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.
- 37.The PSA should ensure that the rotation of the 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.

Ans





38. The PSA shall furnish the names & permanent and local address of the armed guards being posted at First Party's premises from time to time along with the latest photographs, thumb impression and signatures and Mobile numbers.
39. 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)
40. 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.
41. 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.
42. This agreement with the PSA can be terminated at the discretion of the First Party at one month's notice.
43. The PSA shall ensure that all the guards are subjected to Basic Training and Refresher Training programme on regular basis at its cost.
44. The PSA shall not appoint any sub-Service Provider for the work assigned to PSA without prior written permission of the Bank.
45. 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.
46. 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.

[Signature]

[Signature]



47. 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.
48. 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

TENDER DOCUMENT

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 $\pm 25\%$ of Quantity** stated above.

