



**ALLAHABAD BANK  
ZONAL OFFICE  
BUDH MARH, PATNA-800010**

**REQUEST FOR PROPOSAL (RFP) FOR**  
**EMPANELMENT OF SECURITY AGENCIES OF REPUTE**  
**BOTH**  
**DGR SPONOSRED/REGISTERED AND PRIVATE SECURITY**  
**AGENCIES**  
**FOR DEPLOYMENT OF Ex SERVICEMEN ARMED GUARDS WITH**  
**WEAPON**  
**AT VULNERABLE BRANCHES UNDER PATNA ZONE OF THE BANK**

**IMPORTANT DATES**

**DATE OF ISSUE OF RFP : 16/08/2019**  
**LAST DATE OF SUBMISSION OF RFP : 07/09/2019**  
**DATE OF OPENING OF RFP : 09/09/2019**



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

Allahabad Bank Zonal Office, Budh Marg, Patna, invites sealed offers under two bid systems from reputed Private Security Agencies (PSAs) for providing Ex Serviceman Armed Guards with Weapon for guarding of Bank's Branches under the jurisdiction of Patna Zonal Office.

**Name of the Work:**

Empanelment of Security Agencies for Providing Ex Serviceman Armed Guards with Arms under Patna zone of the Bank

Period of Issue of Tender : 16/08/2019 to 07/09/2019

Last Date for Submission of Tender : 07/09/2019 16:00 Hrs

Date /Time of Opening : 09/09/2019 15:00 Hrs

Earnest Money Deposit : Rs 1, 00,000/- Rs One Lakh By way of  
IOI/Pay Order favouring **ALLAHABAD  
BANK payable at PATNA**

Sealed applications are invited on behalf of Allahabad Bank Zonal Office Patna 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. Allahabad Bank reserves the right to reject any or all the applications without assigning any reason thereof.

Zonal Head



## 1. Bid Submission Process

Interested parties shall submit their offers in sealed covers super scribed as “Technical Bid” for providing Ex Serviceman Armed Guard with Weapon for Bank’s Branches for Patna Zone.

### **Part 1- “Techno-commercial Offer for Armed Security Guards Services**

“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.5,000/- (non-refundable) & EMD of Rs 1, 00,000/- ( One Lakh Only) by way of IOI/ Pay Order favouring, **Allahabad Bank**, payable at Payable has to be enclosed in absence of which the bid will be rejected.

**Part 2 – “Price Bid for Armed Security Guards Services”** shall contain nothing but price aspects without any conditions. The price bid is for providing Ex- Serviceman Armed Guards with 12 Bore DBBL Gun for guarding of vulnerable branches under the jurisdiction of Patna Zone as and when required and asked by the Zonal Office from the empanelled vendor.

Sealed envelopes should be super scribed **“Offer for Ex Serviceman Armed Security Guards with 12 Bore DBBL Gun “** and should be submitted to the office of the Asstt General Manager Patna Zone latest by **16:00 hrs on 07/09/2019.**

Interested Agencies may collect the blank Tender form in person from Allahabad Bank, Zonal Office, Patna on payment of the application fees of **Rs 5,000/-** by way of IOI/ Pay Order **favouring Allahabad Bank**, payable at **Patna** Bank 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.allahabadbank.in](http://www.allahabadbank.in) and in such cases, the Agency shall have to enclose the application fees of **Rs.5,000/-** by way of IOI/ Pay Order favouring **Allahabad Bank**, Payable at **Patna** along with the Technical Bid.

Bid documents should be addressed to “The Asstt General Manager, Allahabad Bank, Zonal Office, Patna in sealed covers clearly super scribing the covers as **“Technical Bid”**. This envelope has to be put in another envelope super scribed **“Offer for Ex Serviceman Armed Guard with weapon (12 Bore DBBL Gun) for Patna Zone”**.

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 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 should be submitted within the **prescribed date and time**. Offers received late will not be accepted. Allahabad Bank will not be responsible for any postal/courier delays.

The Bank reserves the right to reject any/ all 'Bids' without assigning any reason whatsoever.

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 '**ALLAHABAD BANK**'.

The empanelled vendor 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.

All conditions and parameters will be evaluated with reference to the firms submitting the tenders.

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**

**Offers (Tenders) will be evaluated in the following stages:**

### **Stage I**

Incomplete Offers, i.e., offers not accompanied by the mandatory documents as mentioned in the tender document shall not be considered for tendering process and EMD shall be returned. If the services of existing PSA have been found unsatisfactory by the zone; the said PSA shall not be considered for tendering process.

### **Stage II**

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid documentary proof submitted by the PSAs. Offers 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.

### **Stage III**

Price bids received from the shortlisted/Technically qualified agencies shall only be considered for evaluation.

The Price Bid has to be filled in the format enclosed.



### **1. Techno Commercial Offer:**

The Techno-commercial Offer (TO) 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 TO, it will be rejected)**

The Techno-commercial Offer should comprise of the following:

- Covering letter on the prescribed format (Annexure-I).
- Pay Order/IOI for Rs. 5,000/-, i.e. Cost of Tender Forms, if downloaded from Bank's website.
- Earnest Money Deposit of Rs. 1,00,000/- in the form of a IOI / pay order favouring Allahabad Bank, payable at Patna.
- PSA profile as per Annexure II.
- Details of reference sites as per Annexure-III.

### **2. Price Bid:**

The price bid of only technically qualified PSAs will be opened. The Price Bid should contain all relevant rates and charges and the rates should be quoted per guard in Indian Rupees only for armed guard. The rates quoted in the Price 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 as per Annexure -IV.

### **3. Reviewing and performance Evaluation of Existing empanelled PSAs**

The performance of existing PSAs will be reviewed and evaluated by a committee at Zonal Office on various parameters as per the feedback for Performance Evaluation Sheet of Existing Empanelled PSA. The PSA scoring below **70%** with poor rating in any of the parameters from **Sl 2 to 10** of scoring sheet will not qualify to participate in the tender process and the tender document submitted by PSA will not be considered for technical evaluation.

### **4. Splitting of Order:**

The Bank can split the order amongst empanelled vendors. However, where the work is less and if Bank finds that it will be suitable to manage the work with only one vendor then the entire work can be allotted to only one vendor at the discretion of the Bank.

### **5. Period of Contract:**

The empanelment shall be for a period of 4 years but the contract will be for one year. The performance of PSA will be reviewed on yearly basis. If the performance is found unsatisfactory at any point of time, the contract is liable to be rescinded by the Bank.



## 6. Notice of termination :

The Bank reserves the right to terminate the contract at any point of time during the period of 4 years empanelment by serving a notice of 30 days on the agency with or without assigning any reasons thereof.

## 7. Earnest Money Deposit

Earnest Money Deposit of Rs.1, 00,000/- (Rupees One lakh only), in the form of a IOI/pay order favouring Allahabad Bank, payable at Patna must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit of Rs.1, 00,000/- 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 of successful bidders will be returned on entering into the empanelment contract.

## 8. Security Deposit:

The successful Agency/ies shall make a security deposit of **10%** of the annual order value by way of a Bank Guarantee issued by a Scheduled Commercial Bank/ FDR favoring Allahabad Bank at the place of deployment i.e. branch/Currency Chest. The BG/FDR will be released upon successful completion of the contract

## 9. Agreement Between the PSA and the Bank:

The successful offerer shall 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-VI**. It is understood that the PSAs, who are willing to offer their Armed 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 guard

## 10. Validity of Offer:

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

## 11. 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.

## 12. Clarifications:

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

|               |  |
|---------------|--|
| Name          | Rahul Dev  |
| Designation   | Sr. Manager (Security)   |
| Telephone No. | 9831068296   |
| E-mail id     | <a href="mailto:zo.patna@allahabadbank.in">zo.patna@allahabadbank.in</a> |



### 13. Eligibility Criteria for Bidders

#### Technical Criteria

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

- 1) The Private Security Agencies should be either registered company or registered partnership firms of repute for providing Private Security Guards' services.
- 2) 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.
- 3) 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.**
- 4) The PSA should be in business since last 3 years as on 31.03.2019.
- 5) 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 31.03.2019. (Copy of the deployment orders to be provided).
- 6) It should have audited balance sheet of last three years. (2016-17, 2017-18, 2018-19 For FY 2018-19 provisional certificates from CA will also be considered).
- 7) 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 FY 2018-19 provisional certificates from CA will also be considered).
- 8) The Average Turnover of the PSA for the last three years should not be less than ` 2 Crores. (Audited Balance sheet to be submitted to support this. For FY 2018-19 provisional certificates from CA will also be considered).
- 9) PSAs should have Registration under Shops & Establishments Act.
- 10) PSAs should have a valid certificate from ESI Corporation.
- 11) PSAs should have a valid certificate under EPF & Misc. Provisions Act 1952.
- 12) PSAs should have documents **proving** compliance of Minimum Wages Act 1948 and other Labour laws and rules.



- 13) PSAs should have Income Tax PAN and should have submitted their Income tax return for last three years (For FY 2018 -19 provisional certificate from CA will also be considered).
- 14) 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.
- 15) PSAs should have credible Supervisory Infrastructure.
- 16) PSAs should have on its rolls minimum 150 Security Guards (combined armed as well as unarmed) as on 31-03-2019. (Attach proof with PF Number, ESIC Number, Bank account Number and the PF and ESIC Registers of the guards as on 31-03-2019).

#### 14. **Manpower Criteria:**

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

1. He should be an ex-servicemen/ex-paramilitary personnel.
2. 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 below 50 years of age. **The services of deployed armed guard will not be allowed to continue beyond 60 years under any eventuality.**
3. The Armed Guard deployed by the PSA will be in proper, presentable uniform of PSA while on duty along with the gun (12 Bore DBBL) and 10 serviceable Cartridges.
4. Fitness certificate of the gun from authorised armourer should also be ensured before deployment of armed guard at the branch.
5. The Armed 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-Paramilitary personnel only will be considered.
6. The outsourced Armed Guard should have valid gun license in his name for the firearm/ weapon for the State he is being deployed.
7. The duty of the 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.





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

**To,**

The Asstt. General Manager  
Allahabad Bank,  
Zonal Office, Patna

Dear Sir,

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

With reference to your tender notice published in News papers on ..... and 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 enclose herewith IOI/Pay Orders for (1) Rs. 1, 00,000/- (Rupees One lakh only) towards EMD and (2) Rs. 5,000/- (Rupees five thousand only) towards tender document fees favouring Allahabad Bank and payable at Patna. Details of the same are as under:

|   | <u>EMD</u>                    | <u>Tender Fees</u> |
|---|-------------------------------|--------------------|
| 1 | IOI/Pay Order No.             |                    |
| 2 | Date of IOI/Pay Order         |                    |
| 3 | Name of Issuing Bank & Branch |                    |
| 4 | Amount                        |                    |

Yours faithfully,

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



**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 31-03-2019                                 | ___ Years ___ Months |
| 8  | PF Registration Number  |                      |
| 9  | GST Registration Number   |                      |
| 10 | ESIC Code   |                      |
| 11 | PAN No.   |                      |
| 12 | TAN No.   |                      |
| 13 | Total No of Guards ( Armed & Unarmed) as on 31-03-2019              |                      |
| 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)**

| 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 | Profit of the company |
|-------------------|--------------------------------|--------------------------|-----------------------|
| <b>2016-2017</b>  | <b>Yes/No</b>                  |                          |                       |
| <b>2017-2018</b>  | <b>Yes/No</b>                  |                          |                       |
| <b>2018-2019*</b> | <b>Yes/No</b>                  |                          |                       |

\* For FY 2018-19 provisional certificate 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 Allahabad 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 Allahabad 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.



**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



**PRICE 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) @ 3.25% of Ser 1       |                            |        |        |
| 3)     | E.P.F. @ 12% of Sr. No. 1 (Up to Rs 15000)             |                            |        |        |
| 4)     | Employees Deposit Linked Insurance (EDLI)@0.5% of Sr.1 |                            |        |        |
| 5)     | ADM Charges (P.F.) @ 0.5% of Sr.No.1                   |                            |        |        |
| 6)     | BONUS @ 8.33% (Rs 7000 minimum limit)as notified       |                            |        |        |
| 7)     | Uniform Outfit Allowance @ 5 % of Sr. No. 1            |                            |        |        |
| 8)     | Uniform Washing Allowance@ 3% of Sr. No.1              |                            |        |        |
| 9)     | <b>Sub Total - A</b> (1 to 8)                          |                            |        |        |
| 10)    | Service Charge 6 % of (Basic + VDA) at Sl 1            |                            |        |        |
| 11)    | <b>Sub Total - B</b> ( Ser 9 to 10)                    |                            |        |        |
| 12)    | GST as applicable of subtotal B)                       |                            |        |        |
| 13)    | <b>Grand Total</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 Price Bid will be rejected if any of the above rates and percentage is not in compliance with the respective statutory laws.

SIGNATURE:

DATE:

DESIGNATION :

NAME OF THE FIRM / AGENCY WITH OFFICE  
STAMP

## Annexure V

### List of Enclosures (Certified photocopy of)

| S no | Document  | Tick if Enclosed |
|------|---|------------------|
| 1    | Certificate of Registration Of Company /Partnership Deed etc  |                  |
| 2    | Incorporation Certificate   |                  |
| 3    | Shop and Establishment Certificate of Local Office  |                  |
| 4    | Certificate of Registration with Income Tax Authorities   |                  |
| 5    | Certificate of Registration with GST  |                  |
| 6    | Certificate of Registration with EPF  |                  |
| 7    | Certificate of Registration with ESIC   |                  |
| 8    | Certificate of Registration with PASARA   |                  |
| 9    | Audited Balance sheet & P&L Statement for (2016-17, 2017-18, 2018-19 (For FY 2018-19 provisional certificate from CA will also be considered)   |                  |
| 10   | Copies of Turn over Certificate Tax Returns and Assessment orders for (2016-17, 2017-18, 2018-19 provisional certificate from CA will also be considered)   |                  |
| 11   | Letter of Empanelment 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   |                  |
| 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 Challans for last 12 months.  |                  |
| 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, 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



**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 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 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 during business hours i.e. 0930 Hrs to 1730 Hrs (8 Hrs). the PSA shall issue deployment letter, furnishing details of wages to guard under copy to respective Branch Manager and Zonal Manager as per Annexure – VI (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 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 to the SB account of the guards only maintained in Allahabad Bank. In case account is not with Allahabad 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 guard shall not take any alcohol or intoxicants and smoke during the duty hours.
9. The PSA shall ensure that the Armed 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 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 AG 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 AG 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 AG 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.
- 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 AG 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 AG at the branch where the AG 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 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 an Ex Serviceman 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 RFP 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 dependants ) 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 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 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 AG provided by the PSA for not following security/safety regulation/instructions and/or negligence of the AG 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 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 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 inattentiveness 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 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 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 AGs 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 AG 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 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 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 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 relief 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 fire fighting 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.

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For Bank (With seal)

First Party

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For PSA

Second Party.



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

**Ref No:**

**Date:**

**To,**

The Branch Manager  
Allahabad Bank,  
\_\_\_\_\_Branch,

Dear Sir,

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

This has reference to Zonal Office letter No.----- dated ----- regarding empanelment 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.----- 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.):

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 @ 8.33% (Rs 7000 minimum limit)as notified          |                             |        |        |
| 3)     | Uniform Outfit Allowance @ 5 % of Sr. No. 1               |                             |        |        |
| 4)     | Uniform Washing Allowance@ 3% of Sr. No.1                 |                             |        |        |
| 5)     | <b>Total – A</b> (1 to 4)                                 |                             |        |        |
| 6)     | EPF Employee Share @ 12% of Up to 15000/-                 |                             |        |        |
| 7)     | ESI @ 1.75% of Sl 1                                       |                             |        |        |
| 8)     | <b>Total Deduction- B</b> (6 to 7)                        |                             |        |        |
| 9)     | <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 his share to EPFO.

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)

The AGM  
Zonal Office  
Patna

For information & Record please.

Authorized Signatory

