



ALLAHABAD BANK
ZONAL OFFICE: HAMIRPUR

REQUEST FOR PROPOSAL (RFP) FOR
EMPANELMENT OF REGISTERED PRIVATE SECURITY
AGENCIES OF REPUTE
FOR DEPLOYMENT OF UNARMED SECURITY GUARDS
AT VULNERABLE ATMS/OFFICES UNDER
HAMIRPUR ZONE OF THE BANK

IMPORTANT DATES

DATE OF ISSUE OF RFP : 18.09.2019

LAST DATE OF SUBMISSION OF RFP : 03.10.2019 upto 4:00pm

DATE OF OPENING OF RFP : 04.10.2019 AT 3:00 pm



TENDER FOR EMPANELMENT OF REGISTERED AND PRIVATE SECURITY AGENCIES OF REPUTE FOR DEPLOYMENT OF UNARMED SECURITY GUARDS AT VULNERABLE ATMS/OFFICES/ BANK'S RESIDENTIAL AREA UNDER HAMIRPUR ZONE OF THE BANK

Allahabad Bank, ALLAHABAD BANK, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter referred as "Bank", a leading Public Sector Bank, having its presence throughout the country, intends to engage a service provider for providing Unarmed Security Guards for guarding of Bank's ATMs/Offices/Bank's Residential Area under the jurisdiction of **its Zonal Offices situated at various places throughout India.**

In connection to this, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical process) for selection of reputed Private Security Agencies (PSAs) in the Bank as per the Terms & Conditions, Technical Specifications, Functional Requirements and Scope of Work described elsewhere in this document.

Allahabad Bank Zonal Office, Hamirpur, invites sealed offers under two bid systems from reputed Private Security Agencies (PSAs) for providing Unarmed Security Guards for guarding of Bank's ATMs/Offices/Bank's Residential Area under the jurisdiction of Hamirpur Zonal Office.

This RFP is meant for the exclusive purpose of bidding as per the terms & conditions indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

The Bank will have the right to reject any or all the bids, received in response to this invitation, and its decision in this regard shall be final and binding.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Allahabad Bank ('Bank') to select reputed Private Security Agencies (PSAs) in the Bank.

Purpose:

Empanelment of Security Agencies for Providing Unarmed Security Guards for guarding of Bank's ATMs/Offices under Hamirpur Zone of the Bank

Period of Issue of Tender	: 18.09.2019 to 03.10.2019
Last Date for Submission of Tender	: 03.10.2019 upto 4:00 pm
Date/Time of Opening	: 04.10.2019 at 3:00pm
Earnest Money Deposit	: Rs 1,00,000/- Rs One Lakh By way of DD favouring ALLAHABAD BANK payable at Hamirpur

Sealed applications are invited on behalf of Allahabad Bank Zonal Office, Hamirpur 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



ALLAHABAD BANK
Zonal Office : Hamirpur
GENERAL INSTRUCTIONS FOR BIDDERS

Quotations are invited under two bid systems i.e. Technical Bid and Financial Bid, to be submitted as per the format enclosed in Annexure III and IV of this document. These will be put in separate sealed covers super scribed respectively as “Technical Bid” and “Financial Bid”. Both sealed envelopes should be put in another sealed cover super scribed as “Quotation for providing Security Guards on Contract”.

The Earnest Money Deposit (EMD) amounting to Rs.1,00,000/- (One Lakh Only) refundable (without interest), should be necessarily submitted along with the Technical Bid of the PSA in the form of Demand Draft, from any of the Scheduled Bank drawn in favour of Allahabad Bank payable at Hamirpur and valid for a period of 90 days. *Bids not accompanied by EMD and without cost of Application i.e. Rs 5000/- + GST @ 18% or without proper validity will be summarily rejected.* **Please note that PSA registered under Single Point Registration Scheme of NSIC is eligible to get the following benefits:**

- **Issue of Tender Documents free of cost**
 - **Exemption from payment of EMD**
1. The PSA is required to enclose notarized photocopy of all documents required to be submitted with Technical bid as per **Annexure -V**.
 2. Bids submitted after the due date shall not be accepted under any circumstances whatsoever.
 3. Conditional Bid shall not be considered and shall be rejected at the very first instance.
 4. The EMD will be forfeited if the PSA rescinds after accepting the offer.
 5. The PSA should include the list of Public Sector Banks/Private Banks/Reputed Private Sector companies whom they have provided security services for the past **3 years**, along with name, phone/fax number of the contact person and also list of current running contracts as given in **Annexure III** of this document.
 6. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting/striking is permitted. Overwriting/striking if any, in the



Technical Bid must be initialed by the person authorized to sign the bid.

7. The envelope containing Technical Bid shall be opened on the scheduled date and time as given, in the presence of Directors/Proprietors/Authorized representatives of PSAs, who wish to be present.
8. Technical Bids will be evaluated by the Committee constituted by the Bank. The Committee may call for a technical presentation by the PSAs, which will include verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions. The Committee may evaluate/verify the performance of the PSA at any of their existing contracts which may include obtaining references /or visiting the clients and the quality of services rendered by the PSA etc.
9. The Financial bid of technically qualified PSAs will only be opened on 10.10.2019 at 3:00pm at Allahabad Bank, Zonal Office, Hamirpur in the presence of Directors/Proprietors/Authorized representatives of such shortlisted PSAs, who wish to be present. However, the date of opening of financial bid may change which will be pre - informed to the technically qualified PSAs via mail / letter / telephone.
10. **Amendment of Bid Document :-**
 - (a) Allahabad Bank, Zonal Office Hamirpur reserves the sole right for including any addendum or issuing any corrigendum to this RFP or Bid process. The Bidders shall not claim as a right for requiring Allahabad Bank, Zonal Office, Hamirpur to do the aforesaid.
 - (b) At any time before the deadline for submission of Bids/ offers, Allahabad Bank Zonal Office Hamirpur may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP/Bid document and the same will be notified to the Bidder.
 - (c) If required in order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, Allahabad Bank Zonal Office reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on Allahabad Bank Zonal Office for the same. Allahabad Bank Zonal Office decision shall be final, conclusive and binding on all the bidders or offers.
11. The contract is initially for a period of one year, which will be reviewed at the end of the year and may be extended to a further period of one year or more, as deemed fit by the Bank.



12. Bank reserves the right to amend or withdraw any of the terms and conditions contained in this Bid Document or reject any or all Bids without giving notice or assigning any reason thereof. The decision of the Bank, in this regard shall be final and binding on all concerned.
13. The EMD in respect of the PSAs who do not qualify the Technical Part (First Stage) shall be returned to them without any interest.

1. Bid Submission Process

Interested parties shall submit their offers in sealed covers super scribed as “Technical Bid” for providing Unarmed Security Guards for guarding of Bank’s ATMs/Offices for Hamirpur Zone.

Part 1- “Techno-commercial Offer for Unarmed 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) + GST (18%) & EMD of Rs 1,00,000/- (Rupees One Lakh Only) by way of IOI/ Pay Order favouring, **Allahabad Bank**, payable at Hamirpur has to be enclosed in absence of which the bid will be rejected.

Part 2 – “Price Bid for Unarmed Security Guards Services” shall contain nothing but price aspects without any conditions. The price bid is for providing Unarmed Security Guards for guarding of Bank’s ATMs/Offices/ Bank’s Residential Area under the jurisdiction of Hamirpur Zone as and when required and asked by the Zonal Office from the empanelled vendor.

Sealed envelopes should be super scribed **“Offer for Unarmed Security Guards”** and should be submitted to the office of the Assistant General Manager Hamirpur Zone latest by 1600hrs on 03.10.2019.

Interested Agencies may collect the blank Tender form in person from Allahabad Bank, Zonal Office, Hamirpur on payment of the application fees of **Rs 5,000/- + GST (18%)** by way of IOI/ Pay Order **favouring Allahabad Bank**, payable at Hamirpur 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 and in such cases, the Agency shall have to enclose the application fees of **Rs.5,000/- + GST (18%)** by way of IOI/ Pay Order favouring **Allahabad Bank**, Payable at Hamirpur along with the Technical Bid. Tender without application fee, except for exempted category, shall not be accepted.

Bid documents should be addressed to “The Assistant General Manager, Allahabad Bank, Zonal Office, Hamirpur in sealed covers clearly super scribing the covers as **“Technical Bid”**. This envelope has to be put in



another envelope super scribed “**Tender Document for Unarmed Security Guards for Hamirpur 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.

Postal Address:
The Assistant General Manager
Allahabad Bank,
Zonal Office, Hamirpur,
10/379, Rameni Tarauns,
Hamirpur – 210301
Uttar Pradesh

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 by authorised signatory of PSA.

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/- + GST @ 18%**” 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 Hamirpur.
- 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 Security 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 will proportionately split the order amongst empanelled vendors. However, where the work is very less (5-6 guards) 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 3 years but the rate 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. The maximum period of empanelment for existing and New PSAs will be for **FOUR** years only from their initial empanelment.

6. Notice of termination :

The Bank reserves the right to terminate the contract at any point of time during the period of **3 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 Hamirpur 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 against acknowledgement. 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/Office. 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 Unarmed 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 date of opening 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	PRABHANJAN SHUKLA
Designation	OFFICER (CE)
Telephone No.	9015966651
E-mail id	zo.hamirpur@allahabadbank.in

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 Uttar Pradesh. **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 Unarmed/Armed Security Guards 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 Crore. (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 a valid certificate from ESI Corporation.
- 10) PSAs should have a valid certificate under EPF & Misc. Provisions Act 1952.
- 11) PSAs should have documents **proving** compliance of Minimum Wages Act 1948 (Central Rules) and other Labour laws and rules.
- 12) 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).
- 13) 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.
- 14) PSAs should have credible Supervisory Infrastructure.
- 15) 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).
- 16) It is absolutely essential for the PSAs to quote correctly and unambiguously, at the time of submitting the Bid, as the Bank will not enter into any negotiation during the scrutiny/processing of the Technical part.
- 17) The Financial Part of the Bidders who's Technical Part is found to be deficient and those of the Bidders who do not meet the eligibility criteria as specified in the document, will be returned unopened, against acknowledgement. Financial Part of shortlisted Bidders will be opened on 10/10/2019 at about 1600 hrs. EMD to all Bidders who are disqualified in Technical Part shall be returned against acknowledgment.
- 18) Bidders should affix their signature/seal in all pages of documents unfailingly with a certificate of serially marked number of pages in tender document. All overwriting shall be authenticated; else it may lead to rejection of the bid of the affected PSA.

14. Manpower Criteria:

The Un- armed Security Guard deputed by PSA for deployment at Bank's ATMs/Offices/ Bank's Residential Area, should possess training Certificate



in FORM -IV issued by training institute/organisation and confirm to the following norms beforehand:-

1. The Security Guard deployed at the ATMs/Offices/ Bank's Residential Area should confirm to the STANDARDS prescribed in the Private Security Agencies Rules framed by the State Governments.
2. He should be Indian Citizen.
3. The Security Guard should be Minimum matriculate i.e.10th class.
4. He should be in the age group of 22 to 55 years.
5. The Security Guard deployed by the PSA will be in proper, presentable uniform of PSA while on duty.
6. The Security Guard should be physically fit and mentally sound in all respects. He should not remain intoxicated while on duty.
7. He should possess valid Identity card issued by the PSA.
8. The duty of the Security Guard will be to keep a watch over persons visiting the ATM/Office premises where ever deployed



**(Letter to the Bank on the PSA letterhead)
(For Technical Bid)**

To,
**The Assistant General Manager
Allahabad Bank,
Zonal Office,
Hamirpur**

Dear Sir,

**Subject: Your Tender for providing the services of
Unarmed Security Guard at ATMs/Offices for Hamirpur Zone.**

With reference to your tender notice published in News papers on 18.09.2019 and the Tender posted on your website with effect from 18.09.2019, having examined and understood the instructions, terms and conditions forming part of the tender document, we hereby enclose our offer for Unarmed 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 copies of requisite documents are duly notarised and all pages of tender documents are serially marked and signed by authorised signatory.
- 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 Security Guard and release payment to guard as per wage components specified by the Bank. The payment to guards will be done as per the take home wages to the account of the guard without fail.
- 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) 1, 00,000/- (Rupees One Lakh only) towards EMD and (2) Rs. 5,000/- + GST @ 18% towards tender document fees favouring Allahabad Bank and payable at Hamirpur. 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 (For Technical Bid)**1. General Information**

1	Name of Applicant	
2	Status of Applicant (Company, Partnership, Proprietorship 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	Service Tax 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
2016-2017	Yes/No		
2017-2018	Yes/No		
2018-2019*	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 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
(For Technical Bid)**

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 –UNARMED SECURITY GUARD
(For Financial Bid)

SR. NO	DESCRIPTION	Per Security Guards		
		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 (Up to Rs 15000)			
5)	ADM Charges (P.F.) @ 0.5% of Sr.No.1 (Up to Rs 15000)			
6)	BONUS @ 8.33% (Rs 7000 minimum limit)as notified			
7)	Sub Total – A (1 to 6)			
8)	Service Charge 6 % of (Basic + VDA) at SI 1			
9)	Sub Total – B (Ser 7to 8)			
10)	GST as applicable of subtotal B			
11)	Grand Total			

We hereby confirm that charges of any other nature, attributing to the performance of the duty by the security guard/s shall be borne by the respective PSA only and cannot be claimed from the Bank, during and/or after the contract.

We also 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.

DATE:

SIGNATURE:

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 Goods & Service Tax (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, if obtained.	
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 _____ between Allahabad Bank represented by Shri _____ hereinafter referred to as first party (which expression shall wherever the context so admits means and includes administrators, permitted assignees etc.)

AND

The Private Security Agency **M/s** _____ represented by its Proprietor Mr _____, Proprietor and having its office at _____ hereinafter referred to as the PSA which expression shall wherever the context so admits means and includes administrators, permitted assignees as the second Party.

Whereas the first party requires the Service of Private Security Agency for safe guarding its Branches/ATMs/Offices/ Bank's Residential Area.

Whereas the PSA which is a Security Agency providing security services has agreed to provide Un-Armed Security Guards to the First Party as per the requirements.

Whereas the PSA and the First Party have agreed to enter into a service agreement for a period of **12** 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; 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 and fulfill all the obligations as laid down in the Central/State labour laws as amended from time to time.

4. The Bank shall pay a sum of **Rs.** _____ only including Service Charges per security guard per month to PSA for the services provided on submission of the bill 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.
5. 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).
6. The PSA shall issue a letter of deployment of the Security Guard addressed to respective branch Manager under copy to zonal Office containing details of Security Guard including wage components and net wages to be paid and credited to his SB account after statutory deductions to ensure transparency.
7. The PSA shall credit the wages of Security Guards deployed at our ATMs/Offices/Residential Area 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 guards shall wear prescribed uniform of the PSA, 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 guard shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of fire Alarm System / emergency.
10. The PSA shall be responsible for his Guards 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.
11. If any guard provided by the PSA is found to have committed misconduct or misbehavior, the Bank shall have the right to ask the PSA to remove such Guard without questioning the decision of the Bank. The Bank shall be entitled to restrain such SG from entering the



- Bank premises. Thereafter the PSA shall have to provide a substitute within 24 hours.
12. The PSA shall ensure that the Guard reports to the nominated officer in the branch/Office.
 13. The PSA shall ensure that no familiarity develops between the Security guards and the First Party Staff. Further the PSA shall ensure that the guards do not indulge in any activities including money transactions, which may tarnish the image of the First Party.
 14. The PSA should ensure that the guard shall not accept any eatable, tea, coffee, tobacco from the strangers.
 15. 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 guard so provided should not be above 55 years.
 16. However, the PSA shall not in any capacity employ any guard of doubtful integrity or any person whose antecedents are not verified by the PSA. PSA shall submit due diligence certificate along-with police verification & certificate of having undergone requisite training as per PSARA Act on the AG at the branch where the guard is sent for deployment by the PSA.
 17. The security supervisor from PSA shall report to concerned reporting official at least twice a month for the purpose of briefing / debriefing or whenever called for.
 18. 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 guard is on leave.
 19. 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.
 20. The PSA shall comply with all provisions of laws of the land applicable while providing the guards to the First Party.
 21. 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.
 22. The PSA will change the guard immediately on instructions from the First Party if the performance of that particular guard is not acceptable or found physically / medically unfit and decision of the First Party will be final in this regard.
 23. The PSA will provide Guard only to perform the assigned duty efficiently.
 24. 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.
 25. In return for a fixed wages / rates (mentioned in RFP wage chart) for the 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.

26. 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.
27. 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 Un-armed Guards 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.
28. 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.
29. 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.
30. 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 guard provided by the PSA for not following security/safety regulation/instructions and/or negligence of the guard and/or if any mishap/deliberate or otherwise of any kind is occasioned by the guard posted at the branches/ATMs/ Offices/ Residential Areas, 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.
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 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.
33. In case of any property loss of 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.

34. 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.
35. The PSA should ensure that the rotation of the guards at a particular post at least once in six months with prior permission from the First Party or on receipt of such advice from the First Party.
36. 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.
37. The Guards provided by the PSA shall not be treated as the Bank's staff for any purpose whatsoever.
38. 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 Un-armed Guard provided by PSA)
39. The PSA shall furnish the proof of having paid the wages, EPF, ESI, Bonus and other allowances to the security guards engaged by them within one week of the disbursement of the wages to them regularly. The payment shall be through Bank accounts of the guards only. Any deviation in this regard will be treated as violation of the contract and the contract will be terminated by the First Party.
40. This agreement with the PSA can be terminated at the discretion of the First Party at one month's notice.
41. The PSA shall ensure that all the guards are subjected to Basic Training and Refresher Training programme on regular basis at its cost.
42. The PSA shall not appoint any sub-Service Provider for the work assigned to PSA without prior written permission of the Bank.
43. 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.
44. 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.

45. The Guards 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.
46. 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.

Resolution of Dispute

- (i)** One of the Party to this agreement raising a dispute, shall address the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. The matter will be referred for negotiation between Authorized Official of the parties to the agreement. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- (ii)** In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third arbitrator who will act as presiding arbitrator.
- (iii)** The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to



appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The place of arbitration shall be Kolkata and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made in Kolkata. The arbitration proceedings shall be held in English Language.

- a. The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- b. Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Kolkata shall have exclusive jurisdiction.
- c. It is hereby clarified that dispute resolution mechanism set out in this Clause s applicable only in case of dispute arising between the Parties hereto.

(iii) Procedure for appointment of Arbitrator

- a. A person of any nationality may be appointed as an arbitrator, unless otherwise agreed by the parties.
- b. In case either of the parties fails to appoint an arbitrator within thirty days from the receipt of a request from the other party; or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made, upon request of a party, by the Supreme Court or, as the case may be, the High Court or any person or institution designated by such Court.
- c. Under an appointment procedure agreed upon by the parties, if a party fails to act as required under that procedure; or the parties, or the two appointed arbitrators, fail to reach an agreement expected of them under the procedure; or a person, including an institution, fails to perform any function entrusted to him or it under that procedure, a party may request the Supreme Court or, as the case may be, the High Court or any person or institution designated by such Court to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.
- d. The Supreme Court or, as the case may be, the High Court, while considering any application, notwithstanding any judgment, decree or order of any Court, shall confine to the examination of the existence of an arbitration agreement. The designation of any person or institution by the Supreme Court or, as the case may be, the High Court, for the purposes shall not be regarded as a

delegation of judicial power by the Supreme Court or the High Court.

- (e) The Supreme Court or, as the case may be, the High Court or any person or institution designated by such Court, before appointing an arbitrator, shall seek a disclosure in writing from the prospective arbitrators in terms of provisions of the Act, and have due regard to any qualifications required of the arbitrator by the agreement of the parties; and other considerations as are likely to secure the appointment of an independent and impartial arbitrator.

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 private Guard at ATM/Offices/Residential area :

1. Security guard on duty should be vigilant all the time.
2. Security Guard will not permit any unauthorized person in the restricted area.
3. Security Guard should not permit any person to enter with his/her helmet on or with any mask on inside the ATM room.
4. In case anybody leaves behind any bag, or suspicious item etc security guard on duty should immediately inform Branch Manager, Security Officer or Civil Police.
5. Security 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, security guard should lower down the rolling shutter and inform the Branch Manager/ nominated Officer.
7. Security Guard should handle customers diligently who visit the Branch/ATM/Residential area in an inebriated condition.
8. Security Guard should ensure that the Branch / ATM site/entrance is not obscured / blocked by parking heavy vehicles etc.
9. Security Guard should not leave the place of his duty unless properly relieved.
10. Security Guard will perform only the security duties.
11. Security Guard should have the contact numbers of concerned Police Station, Control Room, Fire Brigade, Ambulance, Security Officer, Branch Manager etc.
12. Security Guard should report any untoward incident to Branch Manager and own Security Agency supervisor and Bank's Security Officer.



13. Security Guard should know how to use the fire fighting appliances in case of emergency.
14. He will not allow the persons wearing helmets/ covered faces with cloth to enter inside the strong room.
15. In case, the ATM is not working/ out of cash, he will inform the concerned Branch Head/ nominated Bank Official.
16. He will allow the maintenance staff to handle the ATM after verification of their Identity Cards/ other details and in case of any doubt he will inform the concerned Bank Official.
17. He will also maintain a register to note down the details of maintenance staff visiting the ATM.

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

For Bank (With seal)

First Party

For PSA

Second Party.



(Letter to the Branch Manager on the PSA letterhead)

Ref No:

Date:

To,

The Branch Manager
Allahabad Bank,
_____Branch,

Dear Sir,

Subject: Deployment of Security Guard at your ATM/Office

This has reference to Zonal Office letter No.----- dated ----- regarding empanelment of our Security Agency for deployment of Unarmed Security Guard at your ATM/Office. In this connection we have deputed Shri -----Employee ID No -----Adhaar Card No-----S/o Shri-----Resident of-----Police Station-----Distt.-----to your ATM/Office along with copies of following document duly verified at our end:-

- 1 PSA Id Card details:
- 2 Adhaar Card:
- 3 Certified copy of matriculation certificate for education qualification and age proof
- 4 Antecedent verification report from concerned Police Station
- 5 Medical fitness Certificate issued by Medical Officer
- 6 Character Certificate issued by_____
- 7 Training certificate of Security guard issued by_____.

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 terms & conditions set and wage structure approved by Bank.

Sl. No	DESCRIPTION	Security Guards (without 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)	Total – A (1 to 4)			
4)	EPF Employee Share @ 12% of Up to 15000/-			
5)	ESI @ 0.75% of Sl 1			
6)	Total Deduction- B (4 to 5)			
7)	Net Salary to be credited to guard's account (A-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 unarmed guard deployed at your ATM/Office/residential complex 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 security 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 AGM, Zonal Office Hamirpur

Sir, This is for your kind information & record , please.

Authorized Signatory



Deed of Indemnity

This Deed of Indemnity executed at theday ofby M/s the PSA, a Proprietor having..... its.....Registered Office at (hereinafter called "the Obligor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors)

IN FAVOUR OF

Allahabad Bank, , a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter referred to as "Bank", which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns).

WHEREAS

1. The Obligor has

Offered to provide to Allahabad Bank the Services as defined in the Agreement dated __ made between the Obligor and Allahabad Bank (the Agreement) and the Bid documents and other related documents (the said documents) subject to certain terms, conditions, covenants, provisions and stipulations contained therein.

Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for performing / rendering the Services to Allahabad Bank contemplated under the said documents and further represented and warranted that the Services offered to the Allahabad Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal, environmental under the various labour and industrial laws. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the period of rendering the Services / tenure of the Agreement to the satisfaction of Allahabad Bank;

Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contractual arrangement(s) with Allahabad Bank under the said documents; relying and based on the aforesaid representations and warranties of the Obligor, Allahabad Bank has agreed to avail the Services of the Obligor on the terms and conditions contained in Agreement with the Obligor;

One of the conditions of the Agreement/ the said documents is that the Obligor is required to furnish an indemnity in favour of Allahabad Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the rendering/ performing of the Services envisaged under the said documents as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Allahabad Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-



HO: SEC: U A G: 2019-20

In consideration of Allahabad Bank having agreed to award the Bid and the aforesaid assignment of providing Services to the Obligor on the terms and conditions contained in the Agreement / the said documents, more particularly described and stated therein, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep Allahabad Bank harmless and indemnified, including its respective directors, officers, agents, representatives, and employees, etc. and keep them indemnified from and against any claim , demand, losses, liabilities ,allegations or expenses and unfair/unlawful practices etc of any nature and kind whatsoever and by whomsoever made in respect of the Services or the said documents and any damage caused from and against all suits and other actions that may be threatened, instituted, taken or preferred against Allahabad Bank including its respective directors, officers, agents, representatives, and employees, etc by whomsoever and all losses, damages, costs, charges and expenses that Allahabad Bank including its agents, representatives and employees, etc may incur by reason of any claim / demand made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the damages, if any, arising from fraudulent or criminal acts as well or any omissions, which may occur while performing the Services or otherwise ,under the said documents etc.
2. The Obligor further agrees and undertakes that the Obligor shall, during the contractual arrangements under the said documents, ensure that all the permissions, authorizations, consents are obtained from the local and / or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. If any additional approval, consent or permission is required by the Obligor to execute and perform the Agreement or Services under the said documents, they shall procure the same and / or comply with the conditions stipulated by the concerned authorities without any delay.
4. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Allahabad Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of the Bank .
5. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the obligations under this indemnity or prejudice or diminish the obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Allahabad Bank).



6. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Agreement and or as stated above.
7. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any of this indemnity may be brought in the Courts / Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court / Tribunal in any such action, suit or proceeding.
8. Allahabad Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of Allahabad Bank.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of

By the hand of

The authorised official

Of the Obligor

Notes:

To be stamped as an indemnity bond in accordance with the local stamp laws at the place of execution.

