Zonal Office- Chandigarh

**Proposal for Empanelment of Private Security Agencies for Providing (un-armed) and Armed Guards (with weapon) in branches / offices under Zonal Office, Chandigarh .**

Central Bank of India, a leading Public Sector Bank invites sealed offers on two-bid system from reputed Private Security Agencies (registered Companies / registered partnership firms only) for empanelment for providing Watchman ( un-armed) and Armed Guards (with weapon) in branches / ATMs / offices under Zonal office Chandigarh covering Chandigarh UT, himachal Pradesh, Jammu, Punjab and Haryana. The Private Security Agency must have license in accordance with Section 4 & 7 of Private Security Regulation Act -2005 for Chandigarh, Punjab, Jammu, Kashmir, laddakh, Himachal Pradesh and Haryana.

The complete details and RFP Forms can be obtained from the Security Department at the

Zonal Office, SCO 58-59, Sector 17B, Chandigarh on payment of Rs.2500/- (Non-Refundable) by way of Demand Draft / Pay Order favoring Central Bank of India payable at Chandigarh. RFP can also be downloaded from the Bank’s website [www.centralbankofindia.com.](http://www.centralbankofindia.com.) However, for RFP downloaded from website the Pay Order/ Demand Draft of Rs.2500/- will have to be submitted along with the Technical Offer.

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| --- | --- | --- |
| Date of commencement of issue of RFP : | : | 20.09.2022 |
| Last date for submission of RFP : | : | 18.10.2022 up to 1200 HRS |
| Date of opening of the technical bids :  Pre-bid meeting :  Fee for RFP documents (non- refundable) : | : | 18.10.2022 at 1530 HRS  01.10.2022 at 1600 HRS: Rs.2500/-(Exemption as per government rule upon submission of proof.) |

1 Point of contact for any query email: smsecuritychanzo@centralbank.co.in

Mob: 8077945602

2 If bidders/tenderers are not satisfied with Bank’s response then they may escalate their grievances to our Bank’s Independent External Monitors (IEM):

Sh. T.N.Trivedi     Email:  [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)

Sh. J.N.Singh          Email : [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)  
  
However, first point of contact should be Bank and IEMs should be contacted later only if tenderer has some issue in tendering process and not satisfied with Bank’s response.  
**Note: IEMs should not be contacted for minor issues.**

ELIGIBILITY CRITERIA FOR SHORT-LISTING

#### I - Technical Criteria

The preliminary evaluation will be done on the following parameters and offers from Private Security Agencies, (PSA) not conforming to any of these parameters will be rejected.

1. The Private Security Agencies should be either registered companies or registered partnership firms reputed for providing security guards` services since last five years or more (proof of document- valid Registration Certificate of ROC for registered companies / registered partnership deed for partnership firm. The document should substantiate existence of the company / firm for five years or more).
2. The Private Security Agencies should have license in accordance with Section 4 and section 7 of Private Security Regulation Act 2005 to operate in Chandigarh, Punjab, Himachal Pradesh ,Jammu,Kashmir,laddakh and Haryana, where the branches of Zonal Office Chandigarh are located (copy should be attached as proof).

#### Merely submission of application to Licensing authority will not be entertained.

1. The Private Security Agencies should have valid certificate from ESI Corporation as per ESI Act & should have been allotted with valid ESIC code number. (Proof document valid registration certificate with code number from ESIC)
2. The Private Security Agencies should have valid certificate under EPF & Miscellaneous Provisions Act 1952 and should have been allotted with registration number. (Proof document valid registration certificate with code number from EPFO).
3. PSA should have Income Tax PAN and should be submitting IT returns for the last three years (Proof document- copy of valid PAN card and IT return acknowledgement copy of last three years).
4. The Private Security Agency should be registered with Service Tax / GST and should have been allotted with registration number (Proof document – Valid registration certificate with Service Tax number/ GSTIN).

(g).) The Private Security Agency must have minimum five years’ experience of providing Security Guard's services to public /Private sector banks (Proof document- work orders from banks substantiating providing services since last five years).

(h).The Private Security Agencies should have Audited Balance Sheets and Profit and Loss Accounts for the last three years(copy should be attached as proof).**The average turnover of the PSA** in the last **three years** should not be less than **one crore rupees**.

1. PSA should be in profit in the last three years (proof document – audited balance sheet and P&L statement for each of the last three financial years).
2. The Private Security Agency should have their own infrastructure for training their guards. Otherwise, tie up arrangement with PSARA registered training establishments provided if, PSARA applicable in the state(s) permits such tie-up arrangement for training (proof document- Registration certificate of training establishment under Shop & Establishment Act for own training facility / document substantiating tie-up arrangement with PSARA registered training establishment).
3. The Private Security Agencies should have at least one office of their own with landline telephone and email facility in our region and the office should be physically manned during office hours on all working days.(proof documents – Registration of the office under Shops & Establishment Act applicable in the state, latest landline telephone bill, muster roll / attendance record of the office staff).
4. The Private Security Agency should have credible Supervisory Infrastructure & network in the state /s (Proof document- Muster roll / attendance record of supervisory staff with designation placed with offices in our AOR.

(m) Private Security Agency shall not be owned and controlled by any director or officer / employee of the bank or their relatives having the same meaning as assigned under Section 6 of the Companies Act 1956 (Proof document – self declaration by the Director / Partner substantiating the criteria).

1. PSA should be complying with Minimum Wages Act 1948 and amendments there to (Proof documents – copies of salary slips not older than two months issued to Security Guards (Armed/ un-armed) deployed in area A, B and C of any principal employer. At least five salary slips from the different mentioned region should be submitted.
2. PSA should be remitting EPF contributions on-line (Proof document- copy of electronic contribution challan cum return for same wage months for same security guards (Armed / Unarmed) for whom salary slips are submitted.
3. PSA should be remitting ESI contributions on-line (Proof document- copy of electronic contribution History sheet(CHS) for same wage months for same security guards(Armed / Unarmed) for whom salary slips are submitted.
4. PSA should be remitting net salary to security guards bank account (Proof document – copy of security guard bank passbook / statement indicating credit of net salary for same wage months and same Security Guards (Armed

/ un-armed) for whom salary slips are submitted.

(r) None of the Director/Partner of the PSA/Firm should be convicted by any Court/Competent authority or If the Director/Partner is facing criminal proceedings under the law of the land, Bank reserves all rights to reject offer from such PSA/Firm. Affidavit in this regard is to be submitted by the Director/Partner as per Annexure IV. The annexure should be signed by Director/ all Partners only. Annexure signed other than Director/Partners will not be entertained under any circumstances. Failure to submit Annexure as per given format will disqualify the bid. Annexure signed by Authorized signatory will not be considered valid.

(s)The Private Security Agencies should have registration under Shops & Establishment Act (copy should be attached as proof).

CRITERIA FOR PREQUALIFICATION

Firms will self-assess themselves as per **Annexure VI** of this document. Supporting documents in respect for each point of Pre-qualification table should be submitted along with Tender document. PSAs/Firms, which score more than 75 points, will only be considered for Technical evaluation. Criteria mentioned above are just minimum requirement. The Bank at its discretion may upgrade / downgrade the criteria. No complaint on this account will be entertained.

#### NOTE: Photocopies of relevant documents/ certificates / Challan / receipts must be submitted along with offer as a proof in support of claims made.

1. **Qualitative Requirements for Security Guards**
2. Security Guards (with weapon) should be either ex-servicemen of Indian Armed Forces or ex- paramilitary personnel or ex-CAPF or ex-state Reserve Police Forces

## Security Guard (un-armed) shall be deployed at ATM / Office sites.

3. Age of Security guard (Armed / Unarmed) at the time of first deployment should not be more than 52 years.

4. Security Guard (Armed) should have been released from his parent service in medical category SHAPE-1 or equivalent and should be medically fit in all respects at the time of deployment. The medical fitness will be considered as per fresh medical certificate from Registered Medical Practitioners with qualification not less than

M.B.B.S as produced for verification by his employer, i.e. the Private Security Agency. The Certificate should specify that the individual is fit medically & physically to handle weapon.

5. Security Guard should perform their duty for eight hours per shift per location. Weekly off shall be provided after six working days.

6. Security Guard (Armed/Unarmed) shall perform duty in proper uniform and should be in possession of photo-identity card provided to them by their employer i.e., the PSA.

7. Security Guard (Armed) deployed at branches shall perform duty with their own or the PSAs firearms held under a valid arms license. **The bank will not take the responsibility for the safe-custody of the firearms and its ammunition** and will not allow him to keep weapon inside branch after banking hours.

8. The place of duty for the Security Guard (Armed) in the branch should be generally at the entrance or at a vantage point. The guard should not been seen sitting during the business hours.

9. The duty of the Security Guard(Armed) is to keep a watch over persons visiting the branch for the purpose of safety & Security and guard against infiltration and against removal of Bank’s property by any unauthorized persons AND/OR to watch and guard, as against above, the movement of cash from one place to another whether inside or outside Bank.

10. At any point of time of it is found that the guard on duty is not wearing proper uniform as prescribed or not reporting on duty in time, the bank will be at discretion of withdrawing washing allowance and conveyance allowance paid to the guard on case to case basis.

11. The Security Guard (Armed) while performing duty shall use his firearm only for his right to private defense as provided u/s 96 to 106 of the Indian Penal Code. This condition will be incorporated as a separate clause in the agreement to be executed jointly with the PSA.

12.The services of Security Guard(Armed) may be utilized for escorting cash remittances in areas not serviced by our own currency chests and in areas where outsourced cash van services have not been made available, strictly complying with the armed escort norms for cash remittance stipulated norms time to time by the Central office.

13.For Armed guard’s character of ex- serviceman and ex- Para Military personnel at the time of retirement should be **exemplary and very good respectively.**

14.Armed guards will be deployed by Private Security Agency/Agencies only after proper police verification of his antecedents. The proof for same will be submitted to the bank prior to deployment. No relaxation will be given on this issue.

15. Deployment of Security Guards is to be completed within a period of 10 working days commencing from the date of acceptance of the offer by the Bank. If the PSA fails to deploy Armed Guard within given time, the offer shall be given to the other PSA.

16. Any delay in deployment over the stipulated period will attract penalty of 5 % of the total monthly payment for each day of delay, subject to maximum of the monthly payment of PSA per branch for the delay. The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the supplier or from the Bank guarantee or EMD.

All format of documents/Annexure mentioned in this RFP are final and not open to any modification.

The Bank reserves the right to distribute the work among the shortlisted firms keeping in view their relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the complete order. If on receiving the order agency is not able to provide the guards in time, penalty charges as mentioned above will be charged maximum for two time. The further orders will be given to other empanelled agencies. Similarly if the agency at any time is not able to provide the proof of statutory obligations like PF, ESI etc, the services of Agency will be immediately terminated. Other necessary emoluments are to be paid to security Guards as per govt. guidelines. Such components may be quoted in Price bids when called by the bank. However If any of the component mentioned in price bid is/are not found as per norms, the particular bid will be summarily rejected.

If our Apex office/higher office changes/modifies any guidelines regarding deployment of Armed Guards in branches, the guidelines will supersede this empanelment/Contract. Intending PSAs should furnish details about their firm/ company as per **Annexure -IV**.

The Technical and price bids(Annex VIII)/ offers should be submitted in a sealed covers super scribing on envelop “Technical bids for Providing (un-armed) & Armed guards ( with weapon) for branch duty under ZO Chandigarh’’. It should be submitted latest by 12.00 p.m. **on 18.10.2022**. Price bids of only those bidders will be opened who will qualify the minimum technical criteria fixed by bank.

Late Bids:-Any bid received after the deadline for submission of bid prescribed by the bank will be rejected and/or returned unopened to the Bidder, if bidder desire so. Hence avoid last minute submission and submit bids well in time. The offer should be submitted to:

#### Assistant General Manager (security), Zonal office,

#### SCO.58-59 Sector 17B,

**Chandigarh 160017 ,.**

**Phone: 8077945602**

Extra page/s may be added if required.

The Technical Offer should be complete in all respects and contain all information asked for in this document. It should not contain any price information. Price Bids should be strictly as per Annexure VIII.

The Bank will shortlist Private Security Agencies, who satisfy the technical & other requirements laid down in this document. **Financial bids from only short listed PSAs will be opened.**

#### Note: The tender documents should be submitted in original, duly signed and stamped at each page. Fax/ telegram/telex /e mail will not be acceptable.

#### Only required documents should be attached and repetition of attachments should be avoided.

#### Please do not attach copy of this RFP.

#### No Erasures or Alterations

Details must be completely filled up. Corrections or alterations, if any should be authenticated. No request for alterations/erasures will be entertained after submission of Bids under any circumstances.

**Any dispute will be subject to the exclusive jurisdiction of the courts at Chandigarh only.**

#### SCOPE OF WORK

Scope of work includes providing Armed Guards (with weapon) at branches for 8 hourly duty mostly during day. The number of watchmen and armed guards required will be approximately as follows and this could vary depending upon requirement of the bank / or future need:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. N  o. | Regional Office | Armed Guards (With weapon) only Ex- serviceman/ ex-Para military/CAPF during day for 08 hourly duties in Branches. | Watchman for ATMs during night preferably ex-serviceman /ex- Para Military /CAPF/ ex – Police /  ex-home guards/ civilians last priority |
| 1. | Chandigarh | 184 | 02 |

It should be noted that one or more Private Security Agencies may be short listed depending upon their viability / presence in the area of operations.

#### VALIDITY PERIOD

The empanelled firms will remain in the empanelled list of the Bank in this Zone for three years from the date of empanelment. In the event of any change in policy/guidelines of the bank, this empanelment may be terminated even before expiry of the three-year period and a fresh empanelment would be carried out. It may be noted that although the empanelment is for a three-year period, branches would be awarding contract only for one year, which can be renewed on mutual agreement till the empanelment is valid, if the services are found to be satisfactory.

1. **EXTENDING VALIDITY PERIOD FOR PRICE**

The minimum wages will be revised as per notification given by Government / Competent Authority from time to time during contracted period. The proof of notification will be produced along with request letter by each contracted Private Security Agency.

#### PROCESS

Offers will be evaluated & work order will be given in the following stages:

Process: The constituted committee of Bank will open the bids in the presence of bidders or their authorized representatives on the date & time defined in the RFP. Initially only technical bids will be opened and evaluated. The sealed price bids of PSAs approved for empanelment shall be opened to decide L-1 bidders after completion of empanelment process. The technical bids & price bids shall be evaluated in stages given below:

#### Stage-I

* + 1. Technical bids from bidders not accompanied with Demand Draft/cash receipt for cost of RFP, Demand Draft for EMD and Price bid as per Annexure VIII shall be summarily rejected except for PSAs claiming exemption on Cost of RFP & EMD who are registered with National Small Industries Corporation (NSIC) provided proof document for registration is submitted.
    2. The registration with NISC of PSAs claiming exemption shall be verified with NSIC based on the proof documents and if found ineligible for such exemption, the tender of such PSAs shall be summarily rejected.

#### Stage -II

* + 1. Bidders qualifying Stage-I shall be evaluated against the stipulated minimum eligibility criterions purely based on proof documents submitted. Proof documents submitted along with the tender shall be considered as the final & conclusive proof and Bank shall not call for any further documents.
    2. Offers not complying or adhering with any of the minimum eligibility criterions or not submitting proof documents shall not qualify the stage.

#### Stage –III

* + 1. Veracity of documents/facts of bidders qualifying stage-2 will be further revaluated/ verified through site visits to the offices/training establishments/tie-up arrangements of the bidders.
    2. Feedback from reference sites as indicated in the tender documents by the bidders shall be obtained in writing and evaluated.
    3. Bidders with unsatisfactory feedback from reference sites or documents/facts not found in order on verification as per stipulated criteria’s of labor acts/rules applicable shall not qualify this stage.
    4. Bidder qualifying this stage becomes eligible for empanelment.

#### Stage – IV

* + 1. Price bids of only empanelled bidders will be opened in presence of the empanelled bidders or their authorized representative at the given date & time (to be intimated later).
    2. Price bids of bidders shall be evaluated and price bids found below the sum of latest rates of minimum wages and other statutory contribution/payments shall be disqualified. L1 price bid(s) will be decided from qualifying price bids along with its itemized breakups.
    3. Written offers shall be given to L2 and L3 bidders to match L1 price. The Bank reserves the right to distribute the work amongst the shortlisted firms keeping in view their relative strength and operational convenience for the area of deployment. Therefore, the lowest tendering firm shall not have sole claim over the complete order. However, in case of distribution of work, the L-1 respondent will get at least 60% of the work contract and remaining work orders will be distributed equally among the L2 and L3 respondent, provided a written acceptance to work in the L1 rates is given by the L2 & L3 respondents. PSAs of L4 rate and beyond shall not be considered for any contract arising out of this tender process. If any of the shortlisted PSAs is unable to fulfill the order within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other shortlisted PSAs after giving 30 days notice to the defaulting PSA. **If there are more than one L1 PSAs, then the work orders shall be distributed amongst them equally and in such cases no option shall be granted to L2 and L3 to match the L1 rate. If more than two firms become L-1 agencies, then the selection for the L-1 vendor will be taken on the technical criteria marks. The firms that has maximum marks in technical qualification will be qualified as L-1. Again, if more than one firm has equal marks in technical criteria then their last three years turnover will be taken in to account and the firm has highest turnover will be considered L-1.**

The Bank reserves the right to cancel the tendering process and or empanelment at any point of time without assigning any reason what so ever by giving a month’s notice.

#### Stage V

Branches / Offices requiring security guard services would be intimated of the selected PSA & the approved rates, which would then individually place order with the selected PSA for deployment of guards as and when required. Selected PSA will have to enter into an agreement at their cost with the respective branch (es) / office as per format at **Annexure-I**, on a non-judicial stamp paper of Rs.100/-.

#### OPENING OF OFFERS

Technical bids will be opened at 3.00 p.m., on 11.10.2020 in the presence of the bidders / offerers. The

bidders/ their representatives may be present at the time of opening of the Technical bids. No separate intimation will be sent in this regard to the Private Security Agencies for deputing their representatives. The Technical bids will be opened at the time and date stipulated above irrespective of the number of officers / bidders or their representatives present.

#### COST OF TENDER DOCUMENT, EARNEST MONEY DEPOSIT & BANK GUARANTEE

Cost of Tender Document is Rs. 2500/- (non-refundable), which must be submitted along with the offer in the form of Demand Draft / Pay Order issued by a scheduled commercial bank favoring **Central Bank of India, payable at Chandigarh.** Interested PSAs are also required to submit Earnest Money Deposit of Rs.1, 00,000/-(Rupees One Lakh) along with the Technical and financial bids. The EMD amount will be forfeited if the selected Private Security Agency refuses to accept the offer for providing unarmed and armed guards allocated to it or having accepted the offer, fails to deploy required number of guards within the stipulated time frame. The EMD would be refunded only after completion of deployment and submission of Performance bank Guarantee.

Bank guarantee in lieu of EMD will not be accepted & no interest will be payable on EMD.

#### In the event of non-submission of the cost of Tender Document / fee the proposal will be rejected.

1. **PERFORMANCE BANK GUARNTEE**

The finally selected Private Security Agency/ Agencies, having qualified after the financial bid process, for work order to deploy guards will submit at the time of entering into an agreement, a Performance Bank Guarantee as per **Annexure II**, from a scheduled bank for Rupees 10.00 lakhs (Ten Lakh) obtained in favour of Central Bank of India and valid for the period of the **2 years** from the date of contract or renewal of contract. **Issuing bank should be liable to pay Central Bank of India unconditionally and on mere demand.** Performance bank guarantee should be sent directly to our office at the above address by Registered AD post by issuing bank.

#### ORDER CANCELLATION

If the Private Security Agencies fail to comply with the terms and conditions laid down in contract then immediately the contract shall be cancelled. However in case the PSA desires to repudiate the contract, the agency shall have to give one month’s notice to the bank. The Bank reserves the right to cancel the contract after giving one month`s notice to the Agency.

#### PAYMENT TERMS

a) No advance payment will be made to the Private Security Agency/ Agencies. The payment by respective branches will be made in first week of next month after verifying presence register for completed month. No payment will be made before the tendering of Performance Bank Guarantee. Except for first month of contract the payments of consecutive months will be made by respective branches only after verifying pay slips of previous month duly signed by each individual and proofs of payment all mandatory deductions as per government guidelines/rules. Compliance of Statutory Obligations such as EPF, ESI, etc is mandatory.

#### With a view to ensure payment of minimum wages and its compliance, the PSA is required to open an account with our bank of each person, deployed in our branch/ ATM/ Office etc. His wage / salary shall be paid in this account,

1. **No commitment to Accept Lowest or Any Tender**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever, any time during the process.

#### Agreement

An agreement is required to be executed by the Private Security Agency at their cost with the Bank on a Rs. 100.00 non- judicial Stamp Paper. The agreement format as per **Annexure-I to RFP** can be collected if Private Security Agency/ Agencies have/have been offered final order for providing watchmen/ armed guards in ATMs / Branches separately. The agreement will be executed for Armed guards for branch and watchman for ATM/s for each branch separately by respective branch & PSA. It is understood that the PSAs, who are willing to offer their Security Guards’ services in response to this RFP have read all the terms and conditions given at Annexure-I and have agreed to all the Terms & Conditions without any modifications.

The Bank reserves the right to reject any/all offers without assigning any reason whatsoever. For further clarifications, if any, you may contact at the following address:

#### Assistant General Manager (security), Zonal office

#### SCO.58-59 Sector 17B,

**Chandigarh 160017**

**Phone: 8077945602**

**Email smsecuritychanzo@centralbank.co.in**

Companies/firms interested in our proposal for providing watchmen (un-armed) and Armed Guards ( with weapons) for ATMs and Branches respectively in our area conforming to all the afore-said terms and conditions may send their offers to the above-address latest by the last date & time for submission of offers.

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**STATUTORY LABOUR LAWS COMPLIANCE REQUIREMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| Sr.  No. | Labour Laws  applicable | Rates | Proof documents to be submitted |
| 1. | The Contract Labour (Abolition &  Regulation) Act, 1970 | - | 1. Regional Office to be registered with local Labour office and registration certificate to be obtained. 2. Copy of valid Labour license issued by local Labour office to   The PSAs based on work order of the Bank. |
|  | The Minimum Wages Act, 1948 | Latest notification by Central or State Labour Commissioner on minimum wage rates  Whichever is higher? | Monthly wages slips and copy of Bank passbook/statement of the guards‟ deployed indicating  Credit of net wages. |
| 3. | The Employees` Provident Funds and Miscellaneous Provisions Act, 1952 | EPF – As applicable at the time of payment.  EDLI – As applicable at the time of payment.  Admin. Charges – As applicable at the time of payment. | Monthly Electronic Challan-cum- Receipt (ECR) of EPFO having details of contributions for the guards deployed with the Bank. |
| 4. | The Employees State Insurance Act, 1948 | ESI – As applicable at the time of payment. | Monthly Contribution History Sheet (CHS) of ESIC having details of contributions for the guards  Deployed with the Bank. |
| 5. | The Payment of Bonus Act, 1965 | Bonus- As applicable at the time of payment. | Copy of proof to be submitted by the PSAs indicating payment of bonus to the guards. |
| 6. | The Payment of Gratuity Act, 1972 | As applicable at the time of payment. | Declaration by PSAs on its printed letterhead stating adherence to the Act & its Rules. |
| 7. | The Equal  Remuneration Act, 1976 | - | Declaration by PSAs on its printed letterhead stating adherence to the Act & its Rules. |
| 8. | The Equal  Remuneration Act, 1976 | - | Declaration by PSAs on its printed letterhead stating adherence to the Act & its Rules. |
| 9. | The Inter-State Migrant Workmen (Regulation of  Employment and  Conditions of Service) Act, 1979 | - | Declaration by PSAs on its printed letterhead stating adherence to the Act & its Rules. |

#### AGREEMENT

**Annexure-I**

PROVIDING/OBTAINING SECURITY GUARD (ARMED/UNARMED) SERVICES

This Agreement is entered at (Place) on the day of

between Central Bank of India, (Branch/Office) at

(Address) represented by its attorney Shri hereinafter referred to as the First Party

AND

The Private Security Agency(PSA) M/s. represented by its

\_(designation), Mr./Mrs./Ms. (name) and

having its office at (address) hereinafter referred to as the PSA which expression shall wherever the context so admits, means and includes his legal representatives, successors & assignees as the Second Party.

Whereas the First Party requires the services of a Second Party for safeguarding its properties and assets.

Whereas the PSA, providing security guards(armed/unarmed) services has agreed to provide Security Guards (armed/unarmed) (Strike out whichever is not applicable), hereinafter referred to as "PSA‟s Employees" to the First Party as per the First Party‟s requirements and terms & conditions of the RFP.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period of months w.e.f. till which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnessed as under:

1. The PSA declares that the PSA is in possession of the valid license issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the PSA further undertakes that the license will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. PSA shall ensure that No. of Armed Guards/Security Guards possessing the required skill and training shall be deployed at the branch/office/ATM (Strike out whichever is not applicable).The PSA‟s Employees shall not be more than 52 years of age at the time of first deployment.
3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSA‟s employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005, the Rules framed there under and the amendments there to.
4. The PSA shall ensure that all the PSA‟s Employees are subjected to basic security and weapon handling training & periodic refresher training program on regular basis at its own cost. The PSA shall ensure that the PSA‟s Employees who are deployed as Armed Guards have undergone firing

practice and test fired their weapon at least once during the currency of this agreement and submits necessary proof of firing carried out to the First Party.

1. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
2. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, completion of such registration shall be ensured by the PSA before deploying their employees with the first party.
3. The PSAs Employee who is an Armed Guard shall have a licensed firearm (12 Bore DBBL gun) provided by the Agency or issued in his personal name either for „Property Protection‟ or for his „Self Protection‟. A license issued for any purpose other than above shall not be acceptable. The PSA shall also ensure that the Gun License of the PSAs Employees remains valid as per State laws throughout of this agreement. The custody of the firearms and its ammunition shall be the sole responsibility of the PSA or the PSAs Employees. The First Party shall not be liable for the safe custody of the firearms and its ammunition.
4. The PSA agrees that the duty of the deployed security guard (armed/unarmed) is to keep a watch over persons visiting the branch/office or ATM for the purpose of safety & security and guard against infiltration and against removal of bank’s property by any unauthorized person AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the Bank. The PSA further undertakes that he has briefed the PSAs employee, who is an Armed Guard in writing that the guard shall use his firearm only as his right to private defense as provided U/s 96 to 106 of the Indian Penal Code.
5. The PSA shall ensure that the PSAs Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
6. PSA shall provide the names of PSAs Employees to the branch/office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA‟s Employees deployed at First Party's premises from time to time along with their latest photographs, thumb impression, signatures & Aadhar Identify Proofs.
7. The PSA shall ensure that the PSA‟s Employees function under general directions of Branch Manager / Authorized Official and perform duty according to the duties given in the Annexure to this Agreement. The PSA shall also ensure that the PSA‟s Employees deployed at branch/office/ATM have read & understood their duties.
8. The PSA will provide PSAs Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name Tab, baton, whistle etc.) initially and replace the same periodically as and when required. At no point of time the uniform or it liveries should be faded/untidy/torn.
9. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA‟s Employees by the police and such Police verification Certificates shall be submitted to the First Party before deployment of Security Guards or their subsequent relievers.
10. PSAs Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases. Wherever required by the First Party, the PSA will provide literate PSA‟s Employees to perform the assigned duty efficiently.
11. The PSA will change the PSA‟s Employee immediately on instructions from the First Party if the performance/behavior of that particular PSAs Employee is not acceptable or if found physically/medically unfit and the decision of the First Party will be final in this regard.
12. The PSA shall ensure that the PSA‟s Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA‟s Employees shall not consume tobacco, alcohol or other intoxicants or be found in an inebriated state or smoking during the duty hours.
13. A PSA shall ensure that no familiarity develops between the PSA‟s Employees and the First Party staff. Further, the PSA shall ensure that the PSA‟s Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.
14. A Security Supervisor will be detailed by the PSA. Such security supervisor shall report to the concerned branch/officer in-charge/official at least once a week for the purpose of briefing

/debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by Branch/Office. First party will not be liable for any separate payments for this arrangement and the cost of such supervisory arrangement shall be borne entirely by the PSA at its own end.

1. The PSA shall ensure that at no point of time during the prescribed duty hours, the PSA‟s Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and any other untoward incidents.
2. PSA shall maintain duty register for each PSAs Employees and get the register checked by the Bank’s branch/office daily, along with timings. In case a PSAs Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the PSA.
3. The PSA shall maintain up to-date record of PSA‟s Employees as per the Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc. or under any other State/Union Legislation in respect of PSA‟s Employees and shall produce these records for verification as when demanded by the First Party.
4. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party’s employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.
5. PSA shall alone plan, relieve, decide and be responsible for the leave or absence of the PSA‟s Employees on any grounds and First party shall not in any way be responsible for sanction of leave, etc. to the PSA‟s Employees.
6. PSA shall maintain proper records /details of the PSAs Employees deployed in the branch/office/ATM of First Party. It shall submit monthly bills to the branch/office by 5th of each month giving details of the PSA‟s Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the PSA by the Bank’s branch/office, where the PSA‟s Employees are deployed on a monthly basis by a crossed cheque/online credit in favour of PSA within four working days of receipt of the relevant bill from the PSA. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the PSA within four working days from the date of resolving the discrepancy by the PSA.
7. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues for/to PSA‟s Employees like salary/wages, bonus, arrears, overtime, EPF & ESI contributions employment/terminal benefit, compensation or other claims of whatsoever nature to PSA‟s Employees and First party will not undertake any liability in relation to such matters.
8. The PSA‟s Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a permanent employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.
9. PSA hereby undertakes to ensure payment of wages to its PSA‟s Employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactments of Central/State Governments.
10. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement, shall be borne by the PSA alone and the First Party shall not be liable to pay any excess amount.
11. The PSA shall pay the monthly wages to PSAs Employees deployed with the First Party by crediting the Savings Bank Account of the PSA‟s Employees with any bank.
12. PSA shall submit printed receipts for all the payments received from First Party. The PSA shall also furnish the proof of having paid the wages to the PSA‟s Employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on monthly basis. Non-payment of monthly wages by the PSA to the PSA's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of PSA's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the PSA thereafter.
13. First Party shall not make any direct payment of whatsoever nature to the PSA‟s Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA‟s Employees.
14. PSA shall also ensure that the PSAs Employees do have their own arrangements for their food, beverages and refreshments.
15. In case of any injury/death of any staff member of First Party or a public member because of firing of weapon of the PSAs Employees for any reason, PSA shall be liable to pay compensation as deemed necessary and become payable to the injured/deceased or their legal claimants. All legal proceedings and expenses towards such incidents/accidents will be borne by the PSA without involving the first party at any stage.
16. In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by PSAs Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the PSA and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of Demand by the First Party and upon failure of the PSA to do so, the First Party shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are paid/settled off.
17. In the event of theft, pilferage, damage to property of the First Party or any other loss, the First Party shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of the bank, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA‟s employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the First Party and the PSA are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to First Party within a month of demand and upon failure of the PSA to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to invoke the Bank Guarantee in favour of the First Party submitted by the PSA or to adjust the monthly bills payable by the First Party to the PSA towards the amounts payable by the PSA till the entire dues are paid/settled off.
18. Neither the PSA nor any of the PSA‟s Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA‟s Employees while on duty.
19. The PSAs Employees deployed for the security of the branch/office/ATM as per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and the PSA‟s Employees. PSA shall also make it clear to PSA‟s Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.
20. In return for fixed sum/rates, the PSA shall at its own risk & cost provide services of PSA‟s Employees as per the requirement of the First Party purely on Contractual basis.
21. PSA undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in offices/ATMs of First Party before deploying their employees with the First Party.
22. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA‟s Employees.
23. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.
24. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non- compliance or breach of statue/s, regulations etc., by the PSA or even otherwise.
25. The First Party as well as the Reserve Bank of India shall have the right to access all books, records and information relevant to the PSA‟s employees deployed with the First Party and shall have the right to cause an inspection on the PSA‟s office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.
26. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if and when demanded.
27. The PSA shall not sub-contract the security guards‟/armed guards‟ services provided to the First Party to any third party without the prior approval of the First party.
28. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this Agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA‟s Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.
29. In continuation of the Clause 46 above, if any of the terms / clauses of this agreement remains violated or non-rectified or not adhered to by the PSA for more than one month even after due notice of such violation or non-adherence, the PSA agrees that apart from terminating the Contract, the First Party will have the right to blacklist the PSA for the next five years and to invoke the Performance Bank Guarantee and forfeit the entire amount covered by the Performance Bank Guarantee as penalty for non-adherence to this agreement / contract.
30. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. for each Armed Guard / Rs. for each Security Guard (excluding taxes) and after deducting TDS (if applicable) to the PSA for each completed month of services or pro-rata thereof.

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

|  |  |
| --- | --- |
| (Signature) | (Signature) |
| Authorized Signatory | Authorized Signatory |
| For BANK (with seal) | For Private Security Agency (with seal) |
| (First Party) | (Second Party) |

Annexure-II

Performance Bank Guarantee

Guarantee No.: Date:

.

In consideration of the Central Bank of India, Zonal Office,……………………………….. having its Office at

…………………………………………………………………………………………………………………………… (Hereinafter referred to as the „First Party‟ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s. -------------------

-------------------------------------------------------------- (Name of PSA) having its registered office at -------

-----------------------------------------------------(Name & Address of Vendors H.O.) (Hereinafter referred to as the "Second Party” which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), by means of letter No. --------------------

---------- dated --------------- for providing the services of Security Guards and Armed Guards at its ATMs / Branches, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. (Rupees only) to keep the “First Party” indemnified from time to time for any breach of terms of the “Agreement” the Second Party is to enter with any of the branches/offices of the First Party.

We -----------------------------------------------------------------------------------------(Name and Address of

Bank) (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the “First Party”, on demand any and all moneys payable by the “Second Party” to the extent of Rs. (Rupees only) as aforesaid at any time up to

(Date), without any demur, reservation, contest, recourse or protest and without any reference to the “Second Party”. Any such demand made by the “First Party” on the „Bank‟ shall be conclusive and binding notwithstanding any difference between the “First Party” and “Second Party” or any dispute pending before any court, tribunal or any authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the “First Party” and further agrees that the guarantee herein contained shall continue to be enforceable till the “First Party” discharges this guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the “First Party” or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We the bank further agree that the “First Party” shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the “First Party” and the “Second Party” for

providing security guards for the “First Party” or to extend time of performance of its obligation by the “Second Party” from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the “ First Party” against the “Second Party” and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the “Second Party” or for any forbearance, act or omission on the part of “First Party” or any indulgence by “First Party” to the “Second Party” or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

The Bank also agrees that the “First Party” at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the “Second Party” and notwithstanding any security or other guarantee that the “First Party” may have in relation to the “Second Party” liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the “First Party”, made in any format, raised at the abovementioned address of the Bank, in order to make the said payment to the “First Party”.

The Bank hereby agrees and acknowledges that the “First Party” shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the “First Party” and may be assigned, in whole or in part, (whether absolutely or by way of security) by the “First Party” to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.

This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

* 1. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees

only)

* 1. This Bank guarantee shall be valid up from (Date) to (Date).
  2. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before (Date).
  3. At the end of the claim period that is on or after (Date), all the right of “First Party” under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this ……………… Day of (month, year) at (Place).

Signature……………….. Signature…………………………….

Name …………………… Name………………………………..

Official Address ………….. Designation with Bank stamp

#### Annexure –III

**(Letter to the bank on the Private Security Agency`s letterhead)**

#### To

**Deputy General Manager Zonal Office Chandigarh SCO.58-59 Sector 17B**

#### Chandigarh 160017

Dear Sir,

#### Sub: Your RFP for Providing unarmed and armed guards

With reference to your tender notice published in News papers on .00.2022 and the RFP published in your website with effect from .00.2022 having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for **Providing watchmen and armed guards in Branches / offices** respectively as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSU bank for providing security staff.

We further confirm that the offer is in conformity with all the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 90 days from the last date for submission of the offer.

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.

We furnish here under the details of Demand Drafts submitted towards RFP document Deposit fees:

|  |  |  |
| --- | --- | --- |
| DD/PO No. & date | Issuing Bank & branch Name | Amount |
|  |  |  |

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

#### Annexure – IV

**FORMAT OF APPLICATION FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES**

|  |  |  |
| --- | --- | --- |
| 1. | Name of the Private Security Agency / Organization |  |
| 2. | Year of establishment |  |
| 3. | Address & contact Numbers & e mail of Head office |  |
| 4. | No. of Supervisors / Office staff available in each office in AOR, their Addresses & contact numbers. |  |
| 5. | Status of the firm ( whether Pvt Ltd company/  Public Ltd. Company/ partnership firm) |  |
| 6. | Names of Directors/ Partners |  |
| 7. | Whether registered with registrar of  companies/ firms – mention number and date with proof |  |
| 8. | Whether registered under Private Security Regulation Act-2005 for state, for one/ few districts with validity period, attach proof  (Copy of license). |  |
| 9. | Whether assesse of Income tax. Mention  PAN, furnish copy of income tax return for last three years. |  |
| 10. | Whether registered under Shops &  Establishment Act (attach proof) |  |
| 11. | Whether having certificate from ESI  Corporation , attach proof |  |
| 12. | Whether having certificate from EPF  Organization, attach proof |  |
| 13. | Whether registered for service tax/GST – mention number and date. Also furnish copies  of service tax number allotted |  |
| 14. | Whether complying with the applicable  Minimum wages of (area to be served) as per Act. Proof to be attached. |  |
| 15. | Whether empanelled with other Government organizations/ Public sector banks for minimum last three years. If so give names of organizations with No. of watchmen (un - armed), armed Guards (armed) deployed with  locations, contact person in that organization |  |

|  |  |  |
| --- | --- | --- |
|  | and telephone Nos. |  |
| 16. | Average turnover in last three  years(attach proof) |  |
| 17. | Name and Address of Bankers |  |
| 18 | Names & Designations of Persons authorized to deal with the bank, & sign  Documents/agreements. |  |
| 19 | Whether having own infrastructure for  Training of guards? If so give address. |  |
| 20 | Whether owned or controlled by any director/officer/employee of this bank or  Their relatives? If yes, give names and details. |  |
| 21 | Whether able to provide watchmen/ guards at  all locations in AOR including rural branches. |  |
|  |  |  |

#### 22. Any other information you wish to include:

Signature:

Name:

Designation:

Affix Company seal

#### DECLARATION

1. 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 Central Bank of India 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.
2. I/We agree that the decision of Central Bank of India in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. 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- V**

**Affidavit**

I (Name of Owner/Director/Partners/Authorized

Signatory), s/o , Resident of

……………………………………………………………………………..…………...……………………

…………….……….. ……………………………………………………………………………………

…………………………………………………………………………………………………………............

.(Permanent Address) is the Owner/Partner/Director of Private Security Agency M/S……………………………………………………………..........................

The Firm/Company is registered under Private Security Agencies (Regulation) Act 2005 under state……………………………………………………… and the license is valid in area……………………………….……………………………………………………………………………

………………… till date………………………………............................... (Copy of PSARA license attached). The firm/Company **is in/Not in** (tick whichever is applicable) possession of a valid Labour License for provision of watch and ward Casual/Contract Labour from the office of the concerned Labour department in accordance with the Government orders on the subject.

#### On behalf of the Private Security Agency M/S… I

**Undertake the following:-**

* 1. That the payments will be made to all the guards deployed at the Branches of Central Bank of India under Jurisdiction of ZO Chandigarh as per minimum wages as applicable to the area and as revised from time to time by the Labour department, and as per minimum wages act 1948.
  2. The Employees provident fund (EMPLOYER AS WELL AS EMPLOYEE) contribution will be deposited to the concerned authorities as per employees’ provident and miscellaneous provision act 1952 in respect of our guards deployed at the branches of Union Bank of India under Jurisdiction of ZO Chandigarh.
  3. That ESI contribution (on the BASIC+VDA+ALLOWANCES) will be deposited to the concerned authorities as per employees’ State insurance act 1948 in respect of our guards deployed at the branches of Central Bank of India under Jurisdiction of ZO Chandigarh.
  4. That all the guidelines relating to mandatory payments will be followed as stipulated from time to time by Ministry of Labour and Employment.
  5. That the firm will be solely responsible for any Non compliance to Minimum wages Act 1948 and other Labour laws and rules applicable in the state of Haryana & Chandigarh UT, Punjab ,HP ,Jammu, Kashmir and laddakh.
  6. That the firm will be solely responsible for any dispute arising out of the appointment/termination of services of the armed guards deployed in the branches of our bank.
  7. That the PSARA license of the firm is valid for the period of contract i.e. from to

……………………………….

* 1. That I/We

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………

………………………..name of Director/ all Partners are not convicted or facing any criminal proceedings in Court/competent authority under Law of the land.

#### Date : Signature of Director/Partners

**Place : With name and Seal**



ZONAL OFFICE, S.C.O.58-59, First Floor, Sector 17-B, CHANDIGARH-160017

|  |  |  |  |
| --- | --- | --- | --- |
| **Annexure VI**  **PRE-QUALIFICATION CRITERIA**:  **SELF-ASSESSED EVALUATION PARAMETERS & WEIGHTAGE MARKS.** | | | |
| **Sr. No.** | **Evaluation Parameter** | **Weightage** | **Self Rating Marks** |
| 1. | **AVERAGE Turn Over in last 3 years** |  |  |
| i. | Rs.**10** crores and above | **10** |  |
| ii. | Above Rs.5.00 crores but less than Rs.10 crores | 07 |  |
| iii. | Less than Rs.5.00 crores | 05 |  |
| 2. | **AVERAGE Net Profit in last 3 years** |  |  |
| i. | Rs.**1.00** crores and above | **10** |  |
| ii. | Above Rs.0.50 crores but less than Rs 1.00 crores | 07 |  |
| iii. | Less than Rs.0.50 crores | 05 |  |
| 3. | **Nos. of years in Security Services** |  |  |
| i. | **10** years and above | **10** |  |
| ii. | More than 5 years but less than 10 years | 05 |  |
| iii. | Less than 5 years | 00 |  |
| 4. | **Providing Services to PSU Banks in Chandigarh zone** |  |  |
| i. | Total tenure of 10 Years and above | **10** |  |
| ii. | Total tenure of More than 5 years but less than 10 years | 05 |  |
| iii. | Total tenure Less than 5 years | 00 |  |
|  |  |  |  |
| 5. | **AVERAGE Nos. of Security Guards deployed with Banks in last 3 years, in our AOR #** |  |  |
| i. | Above **500** nos. | **10** |  |
| ii. | More than 200 nos. but less than 500 nos. | 08 |  |
| iii. | Less than 200 nos. | 05 |  |
| 6. | **AVERAGE Nos. of Armed Ex-Servicemen, Ex-Para-Military Guards deployed with Banks. #** |  |  |
| i. | Above 2**00** nos. | **10** |  |
| ii. | More than 100 nos. but less than 200 nos. | 07 |  |
| iii. | Less than 100 nos. | 04 |  |
| 7. | **Whether ISO Certified** |  |  |
| i. | Yes | **10** |  |
| ii. | No | 0 |  |
| 8. | **Nos. of Offices/Branches in AOR (enclose Address, Tel./Cel. Nos. landline facility , Nos. of employees, Designation, Name of Contact Person, etc.)** |  |  |
| i. | Over **5** nos. | **10** |  |
| ii. | 3 to 5 nos. | 07 |  |
| iii. | Less than 3 nos. | 04 |  |
| 9. | **Having Supervisory & Training Infrastructure & impart Training & Firing Practice (Gunman) to employees on regular basis in AOR. \*\*** |  |  |
| i. | Yes | **10** |  |
| ii. | No Training facility but has tie ups with authorized training Centre | 05 |  |
| 10. | **Average Rating awarded by clients as per Annexure VII submitted by PSAs.** | **05** |  |
|  | **Below average** | **00** |  |
| 11. | **PSARA License of 04 or more states/Union territories**  **PSARA license 03 or more states/Union territories**  **PSARA license less than 3 states** | **05**  **03**  **02** |  |
|  | **TOTAL** | **100** |  |

#### Enclose:

**Provide authenticated proof** along with documents, for all the above parameters. All documents should be duly signed & stamped.

**NOTE**: Criteria mentioned above are just minimum requirement. The **Bank at its discretion may upgrade the criteria**. No complaint on this account will be entertained. Vendors scoring **75 marks & above** may only be considered for pre-qualification. Vendors themselves have to fill in self-rating marks in the above table & **Enclose Proof** thereof.

# For counting number of Guards/Ex Servicemen Armed Guards deployed in Banks in AOR, Feedback Performa as per Annexure VI will be considered valid document. Only number of Guards mentioned in Annexure VI will be counted for scoring. PSAs are advised to strictly follow the format mentioned in Annexure VI. No alterations/additions are to be done in Annexure VI. In case of Non submission of Annexure VI, Only 2 marks per criteria will be awarded for Criteria 5, 6 and 10.

\*\* For proof of Training- Attach certificate regarding Firing practice conducted in last two years Training programs conducted by the PSA for their Armed Guards from **approved firing range**. Non submission of relevant Certificate from firing range, it will be considered that the PSA don’t have any facility for firing practice of Armed Guards. Failure to submit proof regarding conduct of firing in last two years, PSA will be eligible for only 00 marks in the concerned criteria (criteria – 9).

# Annexure VII

#### CLIENTS CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

**Name and Address of Client**:- **Name of Firm/PSA** :-

#### Details of work executed by the Firm/PSA:-

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **1.** | Name of Work with brief particulars as deployment of  Security Guards / Armed Guards in branches / Region / Zones. | | | |  | |
| **2.** | Agreement No. and date | | | |  | |
| **3.** | Period of contract/Actual Period of Services Rendered. | | | |  | |
| **4.** | Average number of Armed Guards deployed in last 3 years  (approx.). | | | |  | |
| **5.** | Average number of Ex-servicemen / CAPF/paramilitary Armed Guards deployed in  last 3 years (approx.) | | | |  | |
| **6.** | Details of compensation levied for delay (indicate amount) if  any | | | |  | |
| **7.** | Name and Address of Authority under whom work executed. | | | |  | |
| **8.** | Whether the deployed Armed Guards are professionally  Trained. | | | |  | |
| **9.** | Periodic training and Firing practice  Conducted by PSA. Please comments. | of | Armed | Guards |  | |
| **10.** | Whether the PSA is complying with minimum Wages Act 1948, Employee’s Provident fund and Miscellaneous Provision Act 1952, Employees Deposit Linked Insurance Scheme 1976, Employees State Insurance Act 1948, Payment of Gratuity Act 1972, Payment of Bonus Act 1965 and all other Laws as applicable | | | |  | |
| **11.** | Violation of Labour Laws, if any | | | |  | |
| **12.** | Whether the PSA has adequate Supervisory, administration and Training facilities available with them. If yes, mention physical area of strength. | | | |  | |
| **13.** | Did the PSA go for Arbitration/Default  If Yes, Total amount of claim. | | | |  | |
| **14.** | Average Response time for deployment. (number of days) | | | |  | |
| **15.** | Quality of Work | | | | **Outstanding/Very Satisfactory/ Poor** | **good/Good/** |
| **a)** | Comments on capabilities of the PSA | | | | **Outstanding/Very Satisfactory/ Poor** | **good/Good/** |
| **b)** | Technical Proficiency regarding Labour laws | | | | **Outstanding/Very**  **Satisfactory/ Poor** | **good/Good/** |
| **c)** | Financial Soundness | | | | **Outstanding/Very Satisfactory/ Poor** | **good/Good/** |
| **d)** | Mobilization of Manpower | | | | **Outstanding/Very**  **Satisfactory/ Poor** | **good/Good/** |

|  |  |  |
| --- | --- | --- |
| **e)** | Quality of Manpower supplied for Security purpose | **Outstanding/Very good/Good/ Satisfactory/ Poor** |
| **f)** | General Behavior | **Outstanding/Very good/Good/ Satisfactory/ Poor** |
| **16.** | **Overall Rating of PSA on a score of 10\*\*** | **Marks awarded by Reporting Officer are:- …………………………** |

**\*\* Rate the PSA on a total score of 10 on different parameters including compliance to Labor Laws. Note : All the columns should be filled up properly.**

#### Signature of Reporting Officer\* with Office Seal

**Details of Officer**

#### Name:

**Designation:**

#### Mobile No:

**Email Id:**

#### \*Reporting Officer should be Security Officer or equivalent.

**Price Bid** Annexure VIII

(To be submitted on PSA’s letterhead)

MONTHLY CHARGES FOR PROVIDING SECURITY GUARDS SERVICES

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | |
| Sr. No  . | Payment Details | % | Security Guards (without Arms) Amt. in Rs | | | Security Guards (with Arms) Amt. Rs | | |
| Area A | Area B | Area C | Area A | Area B | Area C |
| 1 | Basic plus Variable  Dearness Allowance(VDA)(8 hrs x 26 days) | N.A. |  |  |  |  |  |  |
| **2** | Reliever Charges  Applicable only for un-armed guards |  |  |  |  |  |  |  |
|  |  | Total PART A |  |  |  |  |  |  |
| 3 | Employees Provident Fund  (EPF), Employees Deposit  Linked Insurance(EDLI) and Admn. Charges to PF & EDLI  Authority | Mention percentage  As per existing law/act |  |  |  |  |  |  |
| 4 | Employees State Insurance @Total of A | Mention percentage  As per existing law/act |  |  |  |  |  |  |
| 5 | Bonus | 8.33% |  |  |  |  |  |  |
|  | Total part B |  |  |  |  |  |  |  |
| 6 | Total (A+B) |  |  |  |  |  |  |  |
| 7 | service charge @ percent of SR no 7 | 5% |  |  |  |  |  |  |
| 8 | Total (for 08 hours /Guards/Month) |  |  |  |  |  |  |  |
| **9** | GST @ rate | Mention percentage  As per existing law/Acts |  |  |  |  |  |  |
| 10 | Grand Total CTC to Bank |  |  |  |  |  |  |  |

Note:

1. Payments details at serial no 1 to 5 are mandatory charges and should conform to the relevant legal/statutory provision of central minimum wages in vogue.(proof of central minimum wages is mandatory)
2. Basic and vda Sl no 1 should conform to the minimum wages fixed and will be revised from time to time, by central Labour commissioner, ministry of Labour and employment, government of India of watch and ward staff. Any changes in in minimum wages notified by central Labour commissioner from time to time shall be paid by bank.
3. The areas A,B, and C shall be as per notification issued, and revised from time to time, by the ministry of Labour and employment for employment government of India.
4. PRO-Ata Bonus payment as per the norms and eligibility to be paid every month by PSA and shown in pay wage slip.PSA is free to give higher amount of bonus, however, for the purpose of evaluation of empanelment the bank will consider only as per the government of India notification.
5. National holidays will be paid as per the government of India guidelines and should be reflected in the monthly bills.
6. TDS at the rate of 2% or as applicable will be deducted.
7. After the deduction of TDS the net amount payable by the bank to the PSA excluding service charges and applicable GST thereupon shall not fall below the rates as per the Central Minimum wages act, 1958.
8. Service charge cannot be fixed below 5%.
9. It also be noted that bank has all right reserve and at any time bank on its discretion can canceled the tender process. Bank also has sole rights reserve and at any time may upgrade or downgrade any selection criteria.