

**BANK OF MAHARASHTRA**

**AKOLA ZONE**



**TENDER DOCUMENT**

**FOR**

**OUTSOURCING OF ARMED GUARDS  
FOR CURRENCY CHEST JATHARPETH  
AKOLA**

**AT**

**BANK OF MAHARASHTRA, AKOLA ZONE,  
ARTHMANGAL BUILDING, SATAV  
CHOUK, OAK MARG JATHARPETH, AKOLA  
444005  
MAHARASHTRA, INDIA**

**Cost of Tender Document **Rs 5,000/-** (Non refundable)**

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शुद्ध अक्षर, अक्षर, अक्षर, अक्षर, -  
अक्षर, अक्षर, अक्षर, अक्षर, -

आयोजना विभाग

अंचल कार्यालय, अकोला

'अर्थ, अक्षर, अक्षर, अक्षर, -', सातव चौक  
जठारपेठ, अकोला - 444

005

**BANK OF MAHARASHTRA**

Planning Department

**Zonal Office, Akola.**

"Arthamangal", Satav Chowk

Jatharpeth, Akola - 444 005.

☎ 0724-2490842/43/45 : 2490243 / Fax: 0724-2490843, ईमेल:  
[pln\\_ako@mahabank.co.in](mailto:pln_ako@mahabank.co.in)

Date: 31/12/2015

**OUTSOURCING OF ARM GUARDS FOR BANK OF MAHARASHTRA, AKOLA ZONE**

1. Bank of Maharashtra, Akola Zone intends to outsource **two armed guards** for the Jatharpeth Akola currency chest. For this purpose we intend to solicit Technical / Price bids from prospective Private Security Agencies on or before 07/01/2016 by 05.00 PM and the technical bid will be opened on 08.01.2016 at 03.00 PM in the presence of Private Security Agencies / their representatives at the address mentioned at Para 2.

2. Prospective Private Security Agencies may collect the technical bid / price bid format of RFP can be collected from the Bank's website [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) . Request For Proposal (RFP) Forms can also be obtained from **Bank of Maharashtra, ARTHMANGAL BUILDING, SATAV CHOUK, OAK MARG JATHARPETH, AKOLA, 444005 (Maharashtra) India** on payment of Rs. 5,000/- ( Non-Refundable) by way of Demand Draft / Pay Order favouring Bank of Maharashtra Zonal Office, Akola payable at Akola . However, RFPs downloaded from website shall accompany the Pay Order / Demand Draft along with the Technical Bid.

Last date for submission of RFPs	: 07.01.2016 up to 5.00 P.M.
Opening of RFPs (TO)	: 08.01..2016 at 3.00 P.M.
Opening of Financial Bid	: 11.01.2016 at 3.00 P.M.
Cost of RFP	: Rs.5,000.00

3. No brokers/intermediaries shall be entertained. The Bank reserves the right to reject any / all applications without assigning any reasons whatsoever. The required specifications are enclosed as Annexure I to VII of this letter.

4. In case prospective Private Security Agencies are fulfilling the above specifications, they may submit their Technical and Financial Bids (strictly in the format enclosed at Annexure I to VI) in two separate sealed envelopes so as to reach us latest on 07.01.2016 by 05.00 PM. The envelope should be marked as TECHNICAL BID / FINANCIAL BID FOR OUTSOURCING OF ARMED GUARDS, BANK OF MAHARSHATRA, AKOLA ZONE on its top and forwarded to the address mentioned at Para 2.

5. Offers from firms having their own offices in AKOLA/ NAGPUR / AURANGABAD as the case may be, will be considered. 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.

Zonal Manager  
Akola Zone

## OFFER FOR OUTSOURCING OF ARM GUARDS

### TERMS & CONDITIONS

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#### 1. SCOPE OF WORK

Bank of Maharashtra, Akola Zone intends to outsource **two ARMED GUARDS** for Cash Van of Akola currency chest. The services will be required for security of Cash at Currency chest and cash in transit through Cash Van from various branches located in Akola, Buldhana and Washim District areas to/ from the currency chest/branches. **The quantity of Armed Guards mentioned above is only tentative and the actual number may increase or decrease depending upon the requirements of the Bank during the period of empanelment / contract i.e. three years.** The decision of the Bank in this regard will be final.

#### 2. TERMS OF EXECUTION OF WORK

The services of Armed Guards would begin within a period of 90 days commencing from the 7th day of acceptance of the work order issued by the Bank. Any delay in services of the Armed Guards over the stipulated period will attract penalty of 1% of the contract value per week subject to maximum of 5% of the contract value.

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the service provider. Part of week will be treated as a week for this purpose. However, the Bank may condone the liquidity damages for delay of less than a week. The decision to further continue/ discontinue the contract with the Private Security Agency lies fully with the Bank.

#### 3. ELIGIBILITY CRITERIA FOR SHORT-LISTING

3.1 For empanelment or short listing of Private Security Agency the following criteria shall be applied. For this purpose the Private Security Agency shall submit proof documents along with the Tender and those Private Security Agencies not conforming to any of these parameters will not qualify for empanelment or short listing:

- a) Private Security Agency should be either registered companies or registered partnership firms reputed for providing Arm Guards services.
- b) Holding PASARA Licenses under Private Security Regulation Act 2005.
- c) Private Security Agency should have their own infrastructure for training their guards and License from DG Home guard
- d) Private Security Agency should have credible Supervisory Infrastructure.
- e) Private Security Agency should have Income Tax PAN and the latest Clearance Certificate.
- f) Private Security Agency should have Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the Private Security Agency in the last three years should not be less than one crore rupees.
- g) Private Security Agency should have Registration under Shops & Establishments Act.
- h) Private Security Agency should have a valid certificate from ESI Corporation.
- i) Private Security Agency should have a valid certificate under EPF & Misc. Provisions Act 1952.
- j) Private Security Agency should have documents proving compliance of Minimum Wages Act 1948 and other Labor laws and rules.
- k) Private Security Agency must have an office in Akola , as the case may be, with telephone & fax and manned during the office hours.
- l) Private Security Agency should have been in the business of providing Arm Guards services at least for the last three years in PSU's / Banks.
- m) Private Security Agency should furnish three Reference Sites and on request by the Bank the Referees should testify about the performance of the Private Security Agency to the Bank's satisfaction.

- n) Private Security Agency should submit solvency certificate of Rs 10,00,000/- (Rupees Ten lacs only.) along with technical bid.
- n) Private Security Agency should be DGR empanelled and relevant documents should be provided for authenticity.
- o) ISO 9001-2008 certification
- n) The agency should have undertaken the process of Police verification of all the Armed Guards and the same should be confirmed/cross checked by the Zonal office for genuine.
- o) The armed guards should be possessing valid gun license.
- p) The agency should fully indemnify the bank against any loss.
- p) Statutory norms like Minimum wages act; work man compensation act, EPF, ESIC & Third party insurance and insurance cover for their staff and property should be ensured by the agency. Any other requirement made mandatory by the Bank/Govt. machinery should be complied by the agency.
- q) The staff should have undergone training and a certificate of the same to be submitted to the bank.
- r) Mental and physical fitness of the Armed Guards should be certified by a Bank approved/Govt. doctor/Civil Surgeon.

3.2 Private Security Agency should furnish details about their firm as per profile at (Annexure - II).

#### **4. LOCATIONS TO BE COVERED**

The services will be required for security of Cash at Currency chest Jatharpeth Akola and cash in transit through Cash Van from various branches located in Akola, Buldhana and Washim District areas to/ from the currency chest/branches.

#### **5. TWO PART OFFER**

The offer will be in two parts; **Technical Offer and Commercial Offer**. Both the parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the Bank of Maharashtra , Akola Zone and duly super-scribed on each envelope "**Technical Bid for Outsourcing of ARMED GUARDS**" and "**Financial Bid for Outsourcing of ARMED GUARDS** " on or before 07.01.16 at 5.00 p.m.

#### **6. EARNEST MONEY DEPOSIT**

Earnest Money Deposit of Rs.30,000/- (Rupees Thirty thousand only), in the form of a demand draft/pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at Akola must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit of Rs.30,000/- will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the offerer refuses to accept deployment order or having accepted the deployment order, fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of Earnest Money Deposit will not be accepted. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful offerers. The Earnest money paid by the successful offerer will be released after six months of satisfactory deployment of required number of Armed Guards.

#### **7. VALIDITY PERIOD OF THE OFFER**

The offer will be valid for a period of 90 days from the last date (07/01/2016) of submission of the tenders.

#### **8. TECHNICAL OFFER (TO)**

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:

- 8.1 Covering letter on the prescribed format (Annexure-I).
- 8.2 Demand Draft / Pay Order for Rs.5000, i.e., Cost of RFP Forms, if downloaded from Bank's website.
- 8.3 Earnest Money Deposit of Rs.30,000/- in the form of a demand draft / pay order issued by a scheduled Commercial bank favoring Bank of Maharashtra, payable at Akola
- 8.4 PSA profile as per Annexure II.
- 8.5 Documentation (Product Brochures, leaflets, manuals etc., if any) /soft copy.
- 8.6 Details of reference sites as per Annexure-V.

## **9. PRICE COMPOSITION**

The Price Bid should contain all relevant rates and charges and the rates should be quoted in Indian Rupees only and inclusive of following in the format at Annexure III:

- (i) Cost of armed guard (Ex-servicemen) per head

The Price Bid should not contradict the TO in any manner.

9.1 Monthly Rates applicable on the date of issue of this tender should be quoted.

9.2 The Bank will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed suppliers will be opened. Short listed suppliers will be notified by e-mail/post and authorized representatives may be present at the time of opening of the Technical Offers and Price Bids as per date and time given above. No separate information will be given.

## **10 NO ERASURES OR ALTERATIONS**

Technical / Commercial details must be completely filled up. The corrections or alterations, if any, should be authenticated. In the case of the corrections / alteration are not properly authenticated, the offer will be rejected.

## **11. NO PRICE VARIATIONS**

The Financial offer shall be on a fixed price basis. No upward revision in the price would be considered on account of subsequent increases in Government taxes, customs duty, Excise Tax, Sales Tax, etc. However, if there is any reduction on account of Government levies / taxes, during the offer validity period, the same shall be passed on to the Bank.

## **12. PRICE FREEZING**

The price finalized shall remain valid for a period of one year from the date of such finalization with the option to the Bank to review the price if necessary.

## **13. AGREEMENT BETWEEN THE PRIVATE SECURITY AGENCY AND THE BANK**

The successful offerer shall execute an Agreement with each HQ/Branch on Rs.500/- non-judicial Stamp Paper as per Terms & Conditions as per Annexure-VII. It is understood that the Service Provider, who are willing to offer their Armed Guards services in response to this RFP have read all the terms and conditions and have agreed to all the Terms & Conditions without any modifications.

## **14. OPENING OF OFFERS**

The technical bids will be opened on **08.01.2016** at 3.00 p.m. in the presence of the service provider/ their authorized representatives. No separate intimation will be given in this regard to the Service providers for deputing their representatives. The Techno-commercial Offers will be opened at the time and date stipulated above irrespective of the number of Offerers or their representatives present.

## **15. EVALUATION PROCESS**

Offers (Tenders) will be evaluated in the following

stages: 15.1 Stage I

Incomplete Offers, i.e., offers not accompanied by the mandatory documents as mentioned above, cost of RFP Forms shall be rejected.

15.2 Stage II

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof documents submitted by the Private Security Agency Annexure-IV. Offers not complying with the eligibility criteria will be rejected. Scoring of marks will be based on Annual Turnover, Number of nationalized Bank and number of Arm Guards per bank for last five years (PSU Bank preferred), Training infrastructure, Training set up, Office in Akola, ISO certification, DGR empanelment and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The Zonal Office may fix the marks accordingly). **The firm/agency which has secured Twenty out of Thirty four marks will be considered as technically qualified.** The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation. The performance including the discipline of armed guards and supervision by the agency will be observed for 3 months and if found not up to the desired satisfaction, the bank will have the sole right to terminate contract and go for L2 (similarly L3,L4).

15.3 Stage III

Short-listing of supplier(s) based on satisfactory feedback from reference sites.

15.4 Stage IV

Opening the Price bids of the short-listed firm(s)---as per Price bid format enclosed at Annexure-III .

## **16. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

## **17. SPLITTING OF ORDER**

The Bank reserves its right for splitting the quantity between two service providers. The splitting of the order will be in 50:50 ratios, provided the L2 Private Security Agency agrees to match the prices quoted by L1 Private Security Agency and agrees for all the terms and conditions. In case L2 Private Security Agency is not willing to match L1 price, Bank will call L3, L4 service providers etc., in that order to step into the shoes of L2 service provider. In the event of L3, L4 etc., Private Security Agency not matching the L1 price the entire quantity will be awarded to L1.

## **18. RIGHT TO ALTER QUANTITIES**

The Bank will be free to either reduce or increase the number of Armed Guards on the same terms and



conditions. The Bank reserves the right to alter number of Armed Guards. The Bank also reserves the right to place further/repeat order on same terms and conditions within a period of 12 months.

#### **19. ORDER CANCELLATION**

If the Private Security Agency fails to deliver the Armed Guards services within the stipulated time schedule or the extended date communicated by the Bank, it will be a breach of contract.

The Bank reserves its right to cancel the order in the event of delay in delivery /commissioning of the cash vans.

#### **20. PAYMENT TERMS**

The terms of payment are as under:

- (i) No advance payment against work order.
- (ii) 100%Payment will be released by the respective currency chests on monthly bills forwarded after the first month of the services of the Arm Guards.

#### **21. GUARANTEES**

The Private Security Agency should guarantee that the precedents of armed guards deployed on the cash vans have been verified by the police authorities.

**22. All the Armed Guards deployed on the cash vans must be issued with number Identity Cards duly authenticated by the Executive/Officer of the company and the staff/crew should not be changed without prior permission.**

**23. In case of strike in the company, alternate arrangements for provision of Armed Guards must be made by the service provider.**

#### **24. FORCE MAJEURE.**

If at any time during the period of the contract the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of god, Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics etc then, provided notice of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

(Letter to the Bank on the service provider's letterhead)  
Kind Attn: Security Officer

To  
**The Deputy Zonal Manager**  
**Akola Zone**  
**Bank of Maharashtra**  
**Arthmangal, Satav chouk,**  
**Oak Marg, Jatharpeth, Akola-444005**  
**(Maharashtra) India**

Dear Sir,

Sub: **Your RFP for Outsourcing of Armed Guards dated 31.12.2015.**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of the Armed Guards as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSU bank for the services of Armed Guards outsourced to them. We further confirm that the offer is in conformity with 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 of submission of the tender.

We hereby undertake to provide police verification reports of our Armed Guards.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose herewith a Demand Draft/Pay Order for Rs.30,000/- (Rupees Thirty thousand only) favoring Bank of Maharashtra and payable at Akola, towards Earnest Money Deposit, details of the same are as under:

1. Demand Draft/Pay Order No. :
2. Date of Demand Draft/Pay Order :
3. Name of Issuing Bank & Branch :

Yours faithfully,

**Authorised Signatories**

(Name & Designation, seal of the service provider)

Date:

**PSA PROFILE**

1. Name of the Organization and Address :
  
2. Year of Establishment (Submit proof) :
  
3. Status of the firm (Submit proof) :  
(Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm)
  
4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):
  
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.
  
6. a) Name and address of Bankers (Submit proof) :
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_  
b) Turnover of the Company/Firm in 2012-13, 2013-14 and 2014-15:  
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the Years 2012-13, 2013-14 and 2014-15 as proof documents)  
2012-13 : \_\_\_\_\_  
2013-14 : \_\_\_\_\_  
2014-15 : \_\_\_\_\_
  
7. Whether registered for Service Tax purposes. If so, mention number and date.(Submit proof) :
  
8. DGR Registration details & validity :-
  
9. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax clearance certificate.
  
10. Is the Company/Firm a supplier of Security Guards Services? If yes, a) Mention the addresses, phone numbers and fax numbers of the Offices below:  
  
Head Office address :- \_\_\_\_\_  
Local office address :- \_\_\_\_\_
  
11. What are your core area of activities? Mention the fields giving the annual turnover for each field.

- i)
- ii)
- iii)

12. Deployment of Armed Guards services since when?

13. If you are providing Armed Guards to other corporate bodies and public sector banks, furnish their names, date of empanelment and number of Armed Guards, where you are supplying in the last three years :

Name of Organisation with Address & Tele Nos	Since when?	Number of Armed Guards deployed	Average annual Payment received

**Please attach copies of their orders or payment proof)  
A separate sheet may be attached if the above space is inadequate)**

15. Details of Training facility

Location of training facility and details of training imparted (syllabus)	No of Guards trained	Any other training

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 Bank of Maharashtra 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 Bank of Maharashtra, Head Office, Pune, in selection of Private Security Agency 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 company



Name of the PSA:

## Technical Evaluation

Sl. No	Information to be provided	To be filled by the Bidder	For office use	Evaluation marks	Remarks
1.	Annual Turnover (in Lakhs) during last three financial years (Year 2012-13,2013-14, 2014-15)			Above 2 Cr -2 point Maximum above 5 cr- 2 points	
2.	Services presently being provided in Number of Nationalized banks and Number of Armed Guards per bank.			Per PSU Bank 2 Points(Minimum 08 Cash Vans in PSU bank)	Maximum 5 PSU banks will be considered (Copy of deployment order, location & address to be furnished)
3.	Deployment of Armed Guards for the last three years in PSU's Banks			Minimum 3 yrs- 2 points. Above 3 yrs -2 points	
4.	Own infrastructure for training their guards having License from DG Home guard.			4 points	
5.	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank			2 points (Each post 1/2 points)	
6.	Have an office in <b>AKOLA/NAGPUR/AURANGABAD</b> with telephone & fax and manned during the office hours			4 points	For the last 2 yrs (proof)
7.	ISO 9001-2008 Certification of the firm(Yes/No)			2 points	
8.	DGR empanelment.			4 points	Non Operational agencies will not be considered (List as per recent DGR notification)
	<b>TOTAL</b>			<b>34 POINTS</b>	

DATE :

SIGNATURE :

DESIGNATION :

NAME OF THE FIRM/AGENCY WITH OFFICE STAMP

**Note: Photocopies of all necessary documents (pertaining to technical evaluation/ Eligibility) duly self attested must be enclosed and flagged for verification by the bank on the information provided.**

**1) Minimum qualifying points should be 20 points and above. 2) Deduction of 2 points for unsatisfactory service for each year per reference site (Maximum three references) in the past in any PSB. The Performance of the Private Security Agency will be evaluated by the Committee.**

**Reference Site Details**

1.	Name of the Company		
	Address of the Company		
	Name, designation of contact person with telephone no. and E-mail ID		Name : Designation : Landline No.: Cell No. : E-mail ID :
	Details of Armed Guards services supplied in last one year (Ref.no, date of order and quantity with photo copy of orders)		
2.	Name of the Company		
	Address of the Company		
	Name, designation of contact person with telephone no. and E-mail ID		Name : Designation : Landline No.: Cell No. : E-mail ID :
	Details of Armed Guards services supplied in last one year (Ref.no, date of order and quantity with photo copy of orders)		
3.	Name of the Company		
	Address of the Company		
	Name, designation of contact person with telephone no. and E-mail ID		Name : Designation : Landline No.: Cell No. : E-mail ID :
	Details of Armed Guards services supplied in last one year (Ref.no, date of order and quantity with photo copy of orders)		

**AUTHORISED SIGNATORY**

**MANDATORY QUALITATIVE REQUIREMENT OF THE PRIVATE SECURITY AGENCY**

**(Proof of the same is to be enclosed in Technical bid)**

1. The Private Security Agency/ Agency should be in the field of outsourcing of Armed Guards to Nationalized Banks for not less than three years.
2. The certificate of efficiency and services etc from the banks where these Armed Guards are engaged must be submitted.
3. The Private Security Agency/ Agency should have their own office in Akola. The company should have effective machinery for supervision to exercising better command and control over their staff.
4. The Private Security Agency should be ISO 9001:2008 complied..
5. The Agency/Private Security Agency must be registered under Sales Tax & Central Excise Department, Provident Fund Act, ESI Act and Shops and Establishment Acts also. Copy of registration papers along with code number allotted to the agency / company should be furnished.
6. The Agency/Private Security Agency should have annual turnover of **Rs one crore.** in Supply/services of Armed Guards. **Copy of balance sheet and profit and loss account should be submitted.**
7. The Agency/Private Security Agency should have running contracts at least in 03 nationalized Banks during the last two years.
8. The Agency/Private Security Agency must have an effective infrastructure and adequate resources for training, Research & development.
9. The Agency/Private Security Agency should have streamlined procedure for the verification of antecedents of their crew/staff from the civil / police authorities.

**DECLARATION**

1

- a) I / We have read the instructions appended to the Proforma and information given in annexure I and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bank of Maharashtra, 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.
- b) I / We agree that the decision of Bank of Maharashtra in selection of Service providers will be final and binding to me / us.
- c) Are ISO-9001:2008 and registered/approved by the Govt. (DGR empanelled agencies) (enclosed copied of the same).
- d) Undertake to submit Police verification of all the staff.



- e) Declare the armed guards will possess valid gun licenses.
- f) Will fully indemnify the bank against any loss to the tune of maximum **Rs 05 Cr.** and accordingly submit the copy of the policy.
- g) Statutory norms like Minimum wages act; work man compensation act, EPF, ESIC & Third party insurance and insurance cover for the staff and property will be undertaken. Any other requirement made mandatory by the Bank/Govt. machinery will comply. A monthly certificate on compliance of the above of the previous month will be provided along with the monthly bills.
- h) The Armed Guards will undergo periodic training and a certificate of the same will be submitted to the bank.
- i) Mental and physical fitness of the Armed Guards will be got certified by a Bank approved/Govt. doctor/Civil Surgeon.
- j) All the information furnished by me hereunder is correct to the best of my knowledge and belief.
- k) I / We agree that I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

**SIGNATURE :**

**NAME & DESIGNATION :**

**SEAL OF THE PRIVATE SECURITY AGENCY/ COMPANY :**

**PLACE:**

**DATE:**

**AGREEMENT OF CONTRACT FOR SECURITY SERVICES AT  
BANK OF MAHARASHTRA,**

Address: \_\_\_\_\_

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN**

**Bank of Maharashtra, a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Zonal Office at Arthmangal, Satav Chouk, Oak Marg, Jatharpeth, Akola 444005 and having one of its Currency Chest at Jatharpeth Akola** (hereinafter referred to as the "Principal Employer/First Party") which expression unless repugnant to the context or meaning thereof shall include its Successors and assigns of the First part **And**

**M/s.** \_\_\_\_\_, a Private Security Agency, a Proprietary firm represented by its Proprietor Shri/Smt -----and having its office at-----hereinafter referred to as the '**Private Security Agency**' which expression shall include its Director, Proprietor, his heirs, executors, successors and assigns of the Second Part.

**WHEREAS:**

**THE PRIVATE SECURITY AGENCY** is a proprietary firm / Pvt. Ltd. Company and has been empanelled by DGR, Government of India, Ministry of Defense vide DGR letter dated ..... or Registered by Controlling Authority as per PSAR Act, 2005 and possesses the knowledge and experience in the lines of providing Security / Armed Un Armed Guarding Services and is desirous of undertaking such contract with the Principal Employer by complying with all statutory requirements. The Private Security Agency has represented to the Principal Employer that **he** is aware of all the rules and regulations prescribed under various Acts and shall abide by the same.

The Principal Employer intends to engage the **Private Security Agency**, on the terms and conditions hereinafter contained **THE PRIVATE SECURITY AGENCY** declares that there is no enquiry or litigation pending against it in any of the Court/Tribunal/Forum and he/it is not debarred from carrying on the activity.

**AND WHEREAS THE PRIVATE SECURITY AGENCY** has approached the Principal Employer and offered to render the services and in pursuance of the discussions between the Principal Employer and **The Private Security Agency** the parties have agreed to enter into a contract on the terms and conditions mentioned hereinafter:-

01. **The Private Security Agency** has agreed to provide \_\_\_\_\_ No of Security Guards and-----No of Armed Security Guards & on contractual basis as per list attached as Annexure I.

02. The period of contract will be 12 calendar months with effect from \_\_\_\_\_ to \_\_\_\_\_. If the contract is not terminated by either party, it will be deemed that the same stands renewed for further period with mutual consent on the same terms and conditions.

03. The Private Security Agency shall abide by all the statutory provisions such as Labour Laws,

the Private Security Agencies (Regulation) Act, 2005, the Maharashtra Private Security Guards (Regulation of Employment & Welfare) Act, 1981 etc./ As per the LOCAL ENACTMENTS, rules and regulation specified by the Central / State Govt. and shall be responsible for all the statutory compliances in respect thereof.

**04.** The rates offered by **The Private Security Agency** as per Minimum Wages Act 1948 (are given at **Annexure II & III** attached, which are inclusive of Relievers charges on account of absence) and other relevant labour laws and accepted by the Principal **Employer/ as per the rules and regulation specified by the Central / State Govts.**

**05.** **The Private Security Agency** shall submit the list of all the guards along with their home address, thumb impressions, Police verification, medical fitness certificates and photo proof to Principal employer.

**06.** **The Private Security Agency** will take immediate & suitable steps to ensure that lapses in discharge of security functions, if any, when brought to its notice, are corrected/ removed.

**07.** The turnout of the Guards will be of a high standard so that they appear smart and remain alert.

**08.** **The Private Security Agency agrees that the guards employed by them will be below 50 years of age and remain their employees.** The Principal Employer will not be responsible in any way or liable for the payment of wages, salaries, HRA, leave payment, Gratuity, Bonus & other allowances, if any, as per the law or otherwise.

**09.** **The Private Security Agency** agrees that it would pay wages to their guards vide guidelines issued by DGR / Central / State Government. It also agreed by the Private Security Agency to pay HRA fixed as per The Maharashtra Workmen's Minimum House Rent Allowance Act 1983 or **as per enactments if applicable in State.**

**10.** **The Private Security Agency** agrees that it shall be responsible to ensure that the security guards shall be properly attired and shall abide by all normal rules of discipline and good behavior. **The Private Security Agency** will issue, uniforms, Lathi, whistle and torch to all its security guards. In case of armed guards, PSA will arrange for registering the out of state guards with Local Police authority, with per pro licenses or issue their own gun to the guards with per pro licenses.

**11.** All necessary material/equipment to perform security duties shall be arranged by **The Private Security Agency.** The material brought within the premises of Principal Employer will be brought in to the notice of Principal Employer. Security of such material/equipment including the gun is no way the responsibility of Principal Employer.

**12.** Security staff provided by **The Private Security Agency** will perform and abide to perform duties **as per duty list provided by the bank like switching ON/OFF of electrical installation within the premises, water supply switching on/off, reporting of** personnel's without proper identification card along with other security functions. Periodic training and refresher training to guards will be ensured by the Private Security Agency at their cost.

**13.** In the event, if the employees of **the Private Security Agency** are involved in any act which is detrimental to the interest of the Principal Employer, Principal Employer reserves the right to direct **The Private Security Agency** to withdraw such person(s) from the premises of the Principal Employer without any advance notice to **The Private Security Agency.**

14. **The Private Security Agency** expressly undertakes to ensure that their employees shall comply with all safety rules and regulations in accordance with the Factories & other Labour Acts applicable to them.

15. **The Private Security Agency** shall provide non-alcoholic security guards to the Principal Employer. If any guard found intoxicated/under the influence of alcoholic drinks, he shall be immediately removed and his replacement given.

16. **Losses due to theft/pilferage/damage:** In case of theft/pilferage/damage of the property of Principal Employer, an FIR shall be lodged by the nominated representative of the Principal Employer. At the same time joint enquiry by the nominated representatives of the Principal Employer and **The Private Security Agency** will be carried out; if it is concluded by the joint enquiry that the loss/damage/pilferage/theft is caused due to negligence of **The Private Security Agency** to the extent as mutually agreed by both the parties, such loss must be made good by the **PSA**. However, such an action should only be taken after finalization of police investigation. Disciplinary action must be initiated against the defaulter guards by **The Private Security Agency**.

17. **The Private Security Agency** also agrees that their employees will be the member of ESI, **PSA** will be responsible to settled the claims expeditiously towards compensation and medical expenses in case of his employees met with an accident. The principal Employer does not have any responsibility in this connection.

18. **The Private Security Agency** agrees that they shall at all times indemnify and keep the Principal Employer saved against all claims for compensation under provisions of any law for the time being in force, all actions of their personnel, Government Authorities, security guards, unions etc. The claims of compensation will be settled by **The Private Security Agency** itself and no liability of claim settlement lies with Principal Employer.

19. **The Private Security Agency** agrees that it would comply with all rules and regulations under various Acts applicable to them and their employees. If it fails to comply with the provisions of various Acts and if the principal Employer apprehends any breach thereof, his contract is liable for termination forthwith. The Principal Employer also reserves its right to withhold the payment to **The Private Security Agency**, in such case.

20. **The Private Security Agency** agrees that they will ensure the compliance on the observations of all the provisions of the Contract Labour ( R & A ) Act 1970, The Minimum Wages Act, 1948, The Payment of Wages Act 1936, The Employees Provident Fund Act 1948, The Payment of Gratuity Act 1972, The Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and other labour legislation as applicable to them or their employees from time to time. Any revisions or amendments made to these laws/Acts by the State/Central Government will be automatically applicable for compliance by the Principal employer and **The Private Security Agency** (i.e. contractor) without any separate sanction for the same.

21. Statutory amendments/ revisions made by Parliament, by Acts, legislative Government orders, instructions etc. regarding statutory issues of PF, Bonus, Service Tax, wages, Labour Laws or other laws of land and DGR instructions etc. shall be automatically applicable to this agreement. The revision of minimum wages is done twice in a year i.e. on 1<sup>st</sup> April and 1<sup>st</sup> October by the DGR / Central/ State Govts. in accordance with the provisions of Minimum Wages Act 1948 and the same shall be applicable and to be paid by the Principal Employer automatically with effect from the dates of revision without any separate sanction.

22. The Private Security Agency will organize checks and surprise checks to ensure that the security staff posted at the premises of Principal Employer are present, alert and perform their duties properly and will submit its report to the Principal Employer. Prior to deployment the security guards will be interviewed by the Bank officials and it will be at the discretion of the Bank to accept/reject the guards without assigning reason and it will be binding on the agency to accept the decision of the bank.

23. The Private Security Agency will be responsible to meet all statutory obligations of Government/Statutory bodies in respect of security personnel provided by them.

24. The Private Security Agency will submit monthly bill along with photocopies of challans for statutory compliances for the previous month by the first week of next month to the Principal Employer for releasing the payment. The bills will be paid by the Principal Employer within 15 days of receipt subject to time taken in administrative / sanctioning procedure and availability of budget. With a view to ensure timely payment to the security guards the Private Security Agency shall furnish the proof of having paid the wages to the Security Guards engaged by them within one week of disbursement of the wages to them. The said proof shall be given in the proforma enclosed.

25. Service Tax will be levied on the billed amount at prevailing rate (presently @ 14.50%) over and above the bill amount.

26. **The Private Security Agency** agrees that there is no privity contract of whatever nature between employees of **the PSA** and the Principal Employer and it will be PSA's responsibility to settle all the legal dues of their employees on their termination / voluntarily relinquishing the job and obtaining receipt there to from the concerned employees, in full and final settlement of the claims whatsoever. **The PSA** further agrees that if any employee engaged by them raises any demand after quitting or after full and final settlement of account by **the PSA** during the current or after expiry of the Contract, **the PSA** will settle the same and no liability will rest upon the **PE**.

27. **The Private Security Agency** agrees that it shall maintain all such records and registers that are required to be maintained under the acts mentioned as above in respect of their employees engaged by the Principal Employer and shall produce the same for inspection when demanded by the Principal Employer/Government authorities.

28. **The Private Security Agency** expressly agrees to obtain necessary exemption of individual security guards as per Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act 1981 and procedure outlined in the Government of Maharashtra' (General Administration Department) letter No. 103/2003/28 dated 21/01/2004.

29. **The Private Security Agency** will submit security deposit for the amount of 5% of one month's wage bill in the form of a Bank Guarantee / Cumulative Deposit /Fixed Deposit Receipt duly discharged for the period of contract, which will be returned to **PSA** by the Principal Employer after expiry of contract.

30. **The Private Security Agency** has agreed to provide armed guard at short notice (8 hours) for the branches / offices in case of emergency i.e. absence / leave of guard or temporary deployment wherever necessary.

31. The contract can be terminated by both parties at any time without assigning any reason by serving 30 days notice.

32. In case of any dispute, only the Principal Employer and **The Private Security Agency** will be entitled to settle it. No third party will be involved in the same. For settling any dispute arising out of this Agreement the Jurisdiction will be Akola.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE EXECUTED THIS AGREEMENT ON THE DATE MENTIONED ABOVE.

**SIGNED AND DELIVERED BY**  
**Shri./Smt.**  
**PROPRIETOR OF M/S**

**SIGNED AND DELIVERED BY**  
Bank of Maharashtra For and on behalf of Bank of Maharashtra  
through its authorized signatory  
Signed by the within named For and on behalf of  
through its authorized signatory

-----  
**Witnesses**

1. Sr. Manager (Security)/DSO Bank of Maharashtra  
Office / Zone Akola

2. \_\_\_\_\_

**NON - DISCLOSURE AGREEMENT**

This Confidentiality cum Non-disclosure Agreement is entered into at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ year, between \_\_\_\_\_ (Insert Name of the Bidder) a company within the meaning of Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (herein after called "Bidder") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune – 411 005 **and having one of its Zonal Office at Arthmangal, Satav Chouk, Oak Marg, Jatharpeth, Akola 444005 and having one of its Currency Chest at \_\_\_\_\_** (herein after referred to as 'BOM' or "Bank"). The Bidder and BOM had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated \_\_\_\_\_ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

## 2. Confidentiality

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this

6. Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

7. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS \_\_\_\_\_ (BOM) Attn : \_\_\_\_\_ Attn -----

8. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 2 years following the term of the Agreement dated \_\_\_\_\_.

a. Nothing herein contained shall be construed as a grant by implication, estoppels, or



otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

9. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous:

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

Signed by the within named  
the Bank, Bank of Maharashtra  
through its authorized signatory

For and on behalf of Bank of Maharashtra

Signed by the within named  
through its authorized signatory

For and on behalf of M/S

Witnesses:

1. Sr. Manager/Manager (Security)/DSO  
Bank of Maharashtra  
Office/Zone Akola.

2. \_\_\_\_\_