

# Bank of Maharashtra

(H.O. "Lokmangal", 1501, Shivajinagar, Pune 411005.)

*Bhopal Zonal Office*

1/14, Administrative Zone, Arera Hills, Jail Road, Bhopal-462011

☎ - 0755 25531003, 0755-2555991 Fax - 0755 25530808

[Insp\\_bho@mahabank.co.in](mailto:Insp_bho@mahabank.co.in) & [zmbho@mahabank.co.in](mailto:zmbho@mahabank.co.in)

AX14/insp, audit & security/2015-16

17.10.2015

## REQUEST FOR PROPOSAL (RFP)

### FOR

**Outsourcing and empanelment of agencies for deployment of armed guards** at Currency Chest Betul and branches in Bhopal Zone, Madhya Pradesh comprising Bhopal, Gwalior, Betul, Sehore, Vidisha, Hoshangabad, Guna, Raisen Harda & Ashoknagar Districts,.

1. Bank of Maharashtra, Zonal Office, Bhopal Situated at 1/14, Administrative Zone, Arera Hills, Jail Road, Bhopal 462011. (Phone 0755-25531003, 0755-2555991 & Fax 0755-25530808) invites sealed offers in two-bid system from Private Security Agencies (PSAs) having their own Offices in Currency Chest Betul, and branches in Bhopal Zone Madhya Pradesh comprising Bhopal, Gwalior, Betul, Sehore, Vidisha, Hoshangabad, Guna, Raisen, Harda & Ashok Nagar District, for providing services of Appx. 31 Armed Security Guards plus or minus of 20%. Bank reserves the right to increase / decrease the deployments and also add new locations for deployment in the districts within the state of Madhya Pradesh. Empanelment of vendors will be for a period of 3 years with a provision of renewal every year based on the performance and discipline and it will be the sole discretion of the bank to renew the contract. RFP Forms can be obtained from Deputy Zonal Manager, Bhopal Zonal Office, Bhopal situated at the above mentioned address on payment of Rs.5000/- (Non-Refundable) by way of Demand Draft / Pay Order favoring Bank of Maharashtra payable at Bhopal. However, for RFP downloaded from website, the Pay Order / Demand Draft will be submitted along with the Techno commercial Offer. Schedule of the bidding process will be as under-

Pre Bid Meeting	: 30/10/2015 at 1100 hrs
Last date for submission of RFP & Opening of Technical Offer	: 02/11/2015 at 1500 hrs
Opening of Price bid	: 03/11/2015 at 1100 hrs
	[only eligible agencies]

2. Offers from firms not having their own offices **at the above mentioned locations**

will not be considered, however, firms can specifically apply for location where they have their offices with armed guards as retainer having proper per pro licenses and arms, firms / companies can also apply for lesser number of such armed guards where ever they have offices. 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.

### 3. SCOPE OF THE WORK

Deployment of Ex-servicemen Armed Guards / unarmed guards round the clock at the chest / office locations and at branches during office hours under Bhopal Zonal Office will be approximately 31.

Sr. No	Bhopal Zone	Number of Armed guards / Watchmen required
01	Currency Chest	09 Armed Guard
02	Bhopal Zonal Office	03 Watchmen
03	Branches	19 approx

The number of Guards will be approximately 31. This number may increase/decrease depending upon the requirement of the Bank during the period of empanelment / contract i.e. three years. The decision of the Bank in this regard will be final.

### 4. TERMS & CONDITIONS

- a) Deployment of Security Guards is to be completed w.e.f. **01/12/2015**
- b) Any delay in deployment over the stipulated period will **attract penalty of 5%** of the monthly contract payment per day subject to maximum of the monthly contract payment per month. The Bank reserves the right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the PSA.

### 5. ELIGIBILITY CRITERIA FOR SHORT-LISTING / Empanelment PSAs

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

- a) PSAs should be either registered companies or registered partnership firms reputed for providing Security Guards services.
- b) Holding PSARA Licenses under Private Security Agencies (Regulation) Act 2005.

- c) PSAs should have their own infrastructure for training their guards as per the provisions of the PASs Central Model Rules, 2006 wherein detailed training syllabus framed must be covered.
- d) PSAs should have credible Supervisory Infrastructure.
- e) PSAs should have Income Tax PAN and the latest Clearance Certificate.
- f) PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the PSAs in the last three years should not be less than **one crore** rupees.
- g) PSAs should have Registration under Shops & Establishments Act.
- h) PSAs should have a valid certificate from ESI Corporation.
- i) PSAs should have a valid certificate under EPF & Misc. Provisions Act 1952.
- j) PSAs should have documents proving compliance of Minimum Wages Act 1948 and other Labor laws and rules in vogue.
- k) PSAs must have an office at the place / places mentioned above with telephone & fax and manned during the office hours.
- l) PSAs should have been in the business of providing Security Guards services at least for the last three years in PSU's Banks.
- m) PSAs should furnish three Reference Sites and on request by the Bank, the Referees should testify about the performance of the PSAs to the Bank's satisfaction.
- n) PSAs should have on its roll minimum 200 Security Guards. (Attach proof)
- o) PSAs should submit solvency certificate of Rs 10, 00,000/- (Rupees Ten lakhs only.)
- p) PSA should have license from appropriate authorities and relevant documents should be provided for authenticity.
- q) ISO certification 9001-2008 desirable.
- r) PSAs should furnish details about their firm as per profile at **(Annexure - II)**

**6.** For empanelment or short listing of Private Security Agencies (PSAs) the following criteria shall be applied. For this purpose PSAs shall submit proof / documents along with the Tender and PSAs not conforming to any of these parameters will not qualify for empanelment or short listing:

**7. ELIGIBILITY CRITERIA FOR ARMED GUARDS, SECURITY GUARDS AND LADY GUARDS**

- a) The Guards should conform to the following norms: -
- b) Should be either ex-servicemen or ex-paramilitary personnel,
- c) Age should not be above 45 years for all categories of guards.
- d) Should not be in Low Medical Category i.e. should be physically fit in all respects. Medical category recorded in the discharge book of the ex-servicemen or ex-Para military personnel will be considered valid for two years from the date of discharge and thereafter his / her medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the PSA.
- e) The outsourced Armed Guard should have his name as retainer in the gun license of the PSAs firearm. The Bank will not take the responsibility for the safe-custody of gun of the guard.

- f) The duty of the Security Guard will be to keep a watch over persons visiting the premises / ZO where ever deployed and charter of duties as given by the bank as per policy in vogue. The Armed Guard shall not use his firearm on any occasion except as his right to self / private defense as provided U/s 96 to 106 of the Indian Penal Code when, and only if, his life is perceived to be in danger from armed miscreants having the intent of committing theft inside the branch.

## **8. TWO BID SYSTEM OFFER**

The offer will be in two parts, Techno-commercial Offer and Price Bid. Both the parts should be submitted in separate sealed covers duly super scribed "**Techno-commercial Offer for Armed Security Guards Services**" and "**Price Bid for Security Guards Services**" respectively and both sealed envelopes should be placed in another sealed envelope super scribed "**Offer for Armed Security Guards Services**". The offer should be submitted on or before **02/11/2015 by 15.00 hrs followed by opening the Technical bid**. Pries Bid will be opened on **03/11/2015 at 1100 hrs**.

## **9. EARNEST MONEY DEPOSIT**

Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only), in the form of a demand draft / pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at Bhopal must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit of Rs.10, 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 Security Guards.

## **10. TECHNO-COMMERCIAL 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 TCO, it will be rejected) The Techno-commercial Offer should comprise of the following:

- a) Covering letter on the prescribed format (**Annexure-I**).
- b) Pay Order for Rs.5000, i.e., Cost of RFP Forms, if downloaded from Bank website.
- c) Earnest Money Deposit of Rs.10, 000/- in the form of a demand draft / pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at Bhopal.
- d) PSA profile as per **Annexure II**.
- e) Documentation (Product Brochures, leaflets, manuals etc., if any) / soft copy.
- f) Details of reference sites as per **Annexure-III**.

## **11. PRICE BID**

The Price Bid should contain all relevant rates and charges and the rates should be quoted per guard **in Indian Rupees** only for Ex-servicemen armed guard. The Price Bid should not contradict the TO in any manner.

## **12. PRICE COMPOSITION**

- a) Monthly Rates per Ex-servicemen Armed Guard and watchmen in the format as per **Annexure- IV-A & B (DGR Format) and for non Ex-servicemen Armed Guards and Watchmen** as per **Annexure-IV- C & D (Central / State Govt. Format)** should be quoted as applicable on the date of issue of this tender.
- b) The Bank will shortlist the PSAs, 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 informed telephonically 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.

## **13. NO ERASURES OR ALTERATIONS**

Techno-commercial details and price bid details must be completely filled up. Corrections or alterations, if any should be authenticated.

## **14. AGREEMENT BETWEEN THE PSA AND THE BANK**

The successful offerer shall execute an Agreement with each branch / ZO Bhopal on Rs.100/-non-judicial Stamp Paper as per Terms & Conditions given in **Annexure-VI**. It is understood that the PSAs, who are willing to offer the guarding services in response to this RFP have read all the terms and conditions given at Annexure-VI and have agreed to all the Terms & Conditions without any modifications.

**15. VALIDITY OF OFFER** The offer will be valid for a period of 90 days from the date of opening of tenders.

## **16. EVALUATION PROCESS**

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

### **Stage I**

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

### **Stage II**

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof documents submitted by the PSAs Annexurere-V. 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 guards

per bank, Deployment of Security guards last five years (PSU Bank preferred), agency having own licensed weapons with retainers, Training infrastructure, Training set up, Office in Bhopal, Gwalior, Betul District, Sehore District, Vidisha, Hoshangabad, Guna District, Timarni & Ashok Nagar (with Supervisor at the locations of deployment), ISO certification, DGR empanelment and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The Security Department 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 split up as per requirement and awarded to eligible agency and decision of the president committee for the said allotment will be final and acceptable to the agencies without any objection. The performance including the discipline of armed guards and security 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).

### **Stage III**

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

### **Stage IV**

Opening the Price bids of the short-listed firm(s) -as per Price bid formats enclosed at **Annexure -IV**.

## **17. 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 notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

## **18. OPENING OF OFFERS**

Techno-commercial Offers will be opened at **1500 hrs on 02/11/2015** in the presence of the Offerers or their representatives (authority letter must be carried by their representatives). The Offerers / their representatives may be present at the time of opening of the Techno-commercial Offers. No separate intimation will be sent for Opening of Techno-commercial offer and Price bid. The Techno-commercial Offers will be opened at the time and date stipulated above irrespective of the number of Offerers or their representatives present.

## **19. 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 service provider agrees to match the prices quoted by L1 service provider and agrees for all the terms and conditions. In case L2 service provider 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., service provider not matching the L1 price the entire quantity will be awarded to L1.

## **20. PAYMENT TERMS**

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Security Guards as per documents to be maintained by the PSA and submitted to the Bank shall be made by the Bank after the end of every calendar month.

## **21. CLARIFICATIONS**

For any clarifications, if any, contact our Office on the above mentioned address, e-mail or telephone however the same is reproduced below-

**Bank of Maharashtra, Zonal Office, Bhopal,  
1/14, Administrative Zone, Arera Hills,  
Jail Road, Bhopal 462011.  
Phone 0755-25531003, 0755-2555991 & Fax 0755-25530808  
Email ID- [Insp\\_bho@mahabank.co.in](mailto:Insp_bho@mahabank.co.in), [zmbho@mahabank.co.in](mailto:zmbho@mahabank.co.in)**

**Yours Faithfully**

**Zonal Manager  
Phopal Zone  
Bhopal**

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

**To  
The Zonal Manager  
Bank of Maharashtra  
Bhopal Zonal Office,  
Bhopal.**

Dear Sir,

**Sub: Your RFP For Outsourcing of Security Guards**

With reference to your tender notice published in News papers **on** \_\_\_\_\_ and the RFP posted on your website with effect **from** \_\_\_\_\_, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Guarding Services as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSUs for deployment of Guards whether armed or un-Armed.

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 tenders.

We hereby confirm that we have read the terms and conditions given at the **Annexure-VI** of the RFP and agree to those fully.

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 enclose herewith a Demand Draft/Pay Order **for Rs.10,000/- (Rupees Ten thousand only)** favoring Bank of Maharashtra and payable at Bhopal, 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,

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

**Annexure - II**

**PSA's 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 the copy of Registration Certificate.
  
6. **a)** Name and address of Bankers (Submit proof) :  

i)	ii)	iii)
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**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 as proof documents for the years 2012-13, 2013-14 and 2014)  

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 Guards Services? If yes, Mention the addresses, phone numbers and fax numbers of the Offices below:

Head Office address:-

Local office address:-

11. What is your core area of activities? Mention the fields giving the annual turnover for each field.

i)

ii)

iii)

12. Deployment of Security Guards services since when?

13. If you are providing security guards/ armed guards (10 or more) to other corporate bodies and public sector banks, for furnish their names, date of empanelment and number of Armed Guards / Security Guards.

14. Furnish the names of renowned organizations, where you are supplying Security Guards services in the last three years:

<b>Name of Organization with Address &amp; Tele Nos</b>	<b>Since when?</b>	<b>Number of guards</b>	<b>Average annual Payment received</b>

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

<b>Sr No</b>	<b>Name of the Nationalized Bank &amp; Tele Nos</b>	<b>Since When?</b>	<b>Number of guards</b>	<b>Avg. annual payment</b>

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Sr No	Nationalized Bank	No of Ex-servicemen Guards deployed

**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

**Details of Security Supervisory Staff**

Sr. No.	Name	Qualification	Post Held	Experience

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, Zonal Office, Bhopal, in selection of PSAs will be final and binding to me / us.

All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place:

Date :

SIGNATURE:  
Name & Designation & seal of the Company

**Annexure III****Reference Site Details**

(1) Name of the company / PSU Bank / Govt Body	
Address of the company / PSU Bank	
Contact person	Name: Designation: Landline No.: Cell No.: E-mail id: Fax No
Details of Security Guards deployed in last 3 years (Ref. No., date of order and quantity)	<b>Ex-servicemen Guards</b>
(2) Name of the company / PSU	
Address of the company / PSU	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Security Guards deployed in last 3 years	<b>Ex-servicemen Guards</b>

(Ref. No., date of order and quantity)	
(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: Fax No.
Details of Security Guards deployed in last 3 years (Ref. No., date of order and quantity)	<b>Ex / Non Ex-servicemen Guards</b>

**AUTHORISED  
SIGNATORY**

**A) PRICE BID-EX-SERVICEMEN GUARDS (DGR RATE)****AREA- B**

<b>FORMAT AS PER DIRECORATE GENERAL OF RESETTLEMENT, MOD, GOVERNEMENT OF INDIA</b>					
<b><u>MINIMUM WAGES STRUCTURE</u></b>					
<b>Rates in Rs.</b>					
<b>Sr. No</b>	<b>Wages components</b>	<b>Percentage (this is to be read in conjunction with latest rules/ acts/regulations and polices promulgated by competent Government Authority)</b>	<b>Ex-servicemen Guard (Without arms) as per DGR / Central /State Govt. rates whichever is higher</b>	<b>Ex-servicemen Guard (with arms) /Gunman as per DGR / Central /State Govt. rates whichever is higher</b>	<b>Remarks</b>
(a)	Basic Wages (BW) plus variable Allowance (VDA)	Existing basic+VDA			
(b)	Employees State Insurance (ESI)	4.75% of Basic plus VDA			
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA			
(d)	Employees Deposit linked Insurance (EDLI)	0.5 of Basic plus VDA			
(e)	Administrative Charges	0.85% of Basic plus VDA			
(f)	House Rent Allowances (HRA)	20 % of Basic plus VDA			
(g)	ESI on HRA	4.75 % of HRA			
(h)	Bonus	8.33 % of Rs 3500 (per month)			
(i)	Uniform Outfit Allowance	5% of Basic plus VDA			
(j)	Uniform Washing Allowance	3% of Basic plus VDA			
(k)	<b>TOTAL cost per head</b>	<b>Sum of (a) to (j)</b>			
(l)	Relieving Charges	1/6 <sup>th</sup> of total of serial (k)			
(m)	Total Cost per Head	Sum of (K) & (l)			
(n)	<b>Service Charge</b>	<b>.....% of total cost per Head</b>			
(o)	<b>Sum Total</b>	<b>Sum of (m) and (n)</b>			
(p)	<b>Service Tax</b>	14% of Sum Total			

(q)	<b>Final Total</b>	Sum of (O) and (P)			
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**B) PRICE BID -EX-SERVICEMEN GUARDS (DGR RATE)**

**AREA- C**

<b>FORMAT AS PER DIRECORATE GENERAL OF RESETTLEMENT, MOD, GOVERNEMENT OF INDIA</b>					
<b>AREA- C MINIMUM WAGES STRUCTURE</b>					
Rates in Rs.					
Sr. No	Wages components	Percentage (this is to be read in conjunction with latest rules/ acts/regulations and polices promulgated by competent Government Authority)	<b>Ex-servicemen</b> Guard (Without arms) as per DGR / Central /State Govt. rates whichever is higher	<b>Ex-servicemen</b> Guard (with arms) /Gunman as per DGR / Central /State Govt. rates whichever is higher	Remarks
(a)	Basic Wages (BW) plus variable Allowance (VDA)	Existing basic+VDA			
(b)	Employees State Insurance (ESI)	4.75% of Basic plus VDA			
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA			
(d)	Employees Deposit linked Insurance (EDLI)	0.5 of Basic plus VDA			
(e)	Administrative Charges	0.85% of Basic plus VDA			
(f)	House Rent Allowances (HRA)	10 % of Basic plus VDA			
(g)	ESI on HRA	4.75 % of HRA			
(h)	Bonus	8.33 % of Rs 3500 (per month)			
(i)	Uniform Outfit Allowance	5% of Basic plus VDA			
(j)	Uniform Washing Allowance	3% of Basic plus VDA			
(k)	<b>TOTAL cost per head</b>	<b>Sum of (a) to (j)</b>			
(l)	Relieving Charges	1/6 <sup>th</sup> of total of serial (k)			
(m)	Total Cost per Head	Sum of (K) & (l)			
(n)	<b>Service Charge</b>	<b>.....% of total cost per Head</b>			
(o)	<b>Sum Total</b>	<b>Sum of (m) and (n)</b>			
(p)	<b>Service Tax</b>	14% of Sum Total			
(q)	<b>Final Total</b>	Sum of (O) and (P)			

**C) PRICE BID- NON EX-SERVICEMEN GUARDS CENTRAL / STATE GOVT.  
RATES**

**AREA-B**

<b>Srl. No</b>	<b>Wages component</b>	<b>Percentage (this is to be read in conjunction with latest rules / acts/ regulations and polices promulgated by competent Government Authority)</b>	<b>Non Ex-servicemen Guards (Without arms) Watchmen As per Labour Department (Centre / State) rate.</b>	<b>Non Ex-servicemen Guard (with arms) /Gunman As per Labour Department (Centre / State) rate.</b>	<b>Remarks</b>
(a)	Basic Wages (BW) plus variable Allowance (VDA)	Existing basic Plus VDA			
(b)	Employees State Insurance (ESI)	4.75% of Basic plus VDA			
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA			
(d)	Employees Deposit linked Insurance (EDLI)	0.5 of Basic plus VDA			
(e)	Administrative Charges	0.85% of Basic plus VDA			
(f)	House Rent Allowances (HRA)	.... % of Basic plus VDA if applicable			
(g)	ESI on HRA	On HRA			
(h)	Bonus	8.33 % of Rs 3500 (per month)			
(i)	Uniform Outfit Allowance				
(j)	Uniform Washing Allowance				
(k)	<b>TOTAL cost per head</b>	<b>Sum of (a) to (j)</b>			
(l)	Relieving Charges	1/6 <sup>th</sup> of total of serial (k)			
(m)	Total Cost per Head	Sum of (K) & (l)			
(n)	<b>Service Charge</b>	<b>.....% of total cost per head</b>			
(o)	<b>Sum Total</b>	<b>Sum of (m) and (n)</b>			
(p)	<b>Service Tax</b>	14% of Sum Total			
(q)	<b>Final Total</b>	Sum of (o) and (p)			

**D) PRICE BID- NON EX-SERVICEMEN GUARDS CENTRAL / STATE GOVT.  
RATES**

**AREA-C**

<b>Srl. No</b>	<b>Wages component</b>	<b>Percentage (this is to be read in conjunction with latest rules / acts/ regulations and polices promulgated by competent Government Authority)</b>	<b>Non Ex-servicemen Guards (Without arms) Watchmen As per Labour Department (Centre / State) rate.</b>	<b>Non Ex-servicemen Guard (with arms) /Gunman As per Labour Department (Centre / State) rate.</b>	<b>Remarks</b>
(a)	Basic Wages (BW) plus variable Allowance (VDA)	Existing basic Plus VDA			
(b)	Employees State Insurance (ESI)	4.75% of Basic plus VDA			
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA			
(d)	Employees Deposit linked Insurance (EDLI)	0.5 of Basic plus VDA			
(e)	Administrative Charges	0.85% of Basic plus VDA			
(f)	House Rent Allowances (HRA)	.... % of Basic plus VDA if applicable			
(g)	ESI	On HRA			
(h)	Bonus	8.33 % of Rs 3500 (per month)			
(i)	Uniform Outfit Allowance				
(j)	Uniform Washing Allowance				
(k)	<b>TOTAL cost per head</b>	<b>Sum of (a) to (j)</b>			
(l)	Relieving Charges	1/6 <sup>th</sup> of total of serial (k)			
(m)	Total Cost per Head	Sum of (K) & (l)			
(n)	<b>Service Charge</b>	<b>.....% of total cost per head</b>			
(o)	<b>Sum Total</b>	<b>Sum of (m) and (n)</b>			
(p)	<b>Service Tax</b>	14% of Sum Total			
(q)	<b>Final Total</b>	Sum of (o) and (p)			

We hereby confirm that the Basic plus VDA/Special Allowance/DA. quoted above is not less than the current minimum wages stipulated by the Ministry of Labor and Employment, Government of India / Gvt. of Madhya Pradesh and

that other mandatory charges, i.e., EPF, ESI, Adm Charges on PF, Bonus & gratuity etc if applicable are in conformity with the provisions of the respective Acts. We further agree that the Price Bid will be rejected if any of the above rates and percentages are not in compliance with the respective statutory laws.

DATE:

DESIGNATION:

SIGNATURE:

NAME OF THE FIRM / AGENCY WITH OFFICE STAMP

**Note:**

1. Agencies are to quote service charge in percentage terms at serial “**n**” of the above price bid. (The service charge is the only components which may vary therefore the quote of the same should be realistic.

## ANNEXURE-V

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			Above 1 Cr -1 point Maximum above 3 cr- <b>2</b> points	
2.	Services presently being provided in Number of Nationalized banks and Number of guards per bank.			Per PSU Bank 2 Points(Minimum <b>10</b> guards in PSU bank)	Maximum 5 PSU banks will be considered (Copy of deployment order, location & address to be furnished)
3.	Deployment of Security guard for the last five years in PSU's Banks			Minimum 01 yrs- 1 point. Above 1 yrs - <b>2</b> points	
4.	Own infrastructure for training their guards having Licence from C A / DG Home guard.			<b>4</b> points	
5.	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Ex Officers (d) Ex JCO/OR Rank			<b>2</b> points (Each post ½ points)	
6.	Have an office at places mentioned above, with telephone & fax and manned during the office hours			<b>6</b> points	For the last 2 yrs (proof)
7.	ISO 9001-2008 Certification of the firm(Yes/No)			<b>2</b> points	

8.	DGR empanelment / PSARA appropriate authority with proof			4 points	Non DGR can also apply
	TOTAL			32 POINTS	

**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.**

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.**

- a) PSAs should be either registered companies or registered partnership firms reputed for providing Security guards' services.
- b) PSAs should have license in accordance with Private Security Regulation Act 2005 in states, where the Act has been implemented.
- c) PSAs should have their own infrastructure for training their guards.
- d) PSAs should have credible Supervisory Infrastructure.
- e) PSAs should have Income Tax PAN and the latest Clearance Certificate.
- f) PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the PSAs in the last three years should not be less than one crore rupees.
- g) PSAs should have Registration under Shops & Establishments Act.
- h) PSAs should have a valid certificate from ESI Corporation.
- i) PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952.

- j) PSAs should have documents proving compliance of Minimum Wages Act 1948 and other Labor laws and rules.
- k) PSAs should have an office in Bhopal, Gwalior, Betul, Sehore District, Vidisha, Hoshangabad, Timarni, Guna Raisen & Ashok Nagar as the case may be, with telephone & fax and manned during the office hours.
- l) PSAs should have been in the business of providing Security guard services at least for the last three years preferably PSU's Banks.
- m) PSAs should furnish three Reference Sites and on request by the Bank the Referees should testify about the performance of the PSAs to the Bank's satisfaction.
- n) PSAs should have on its roles minimum 200 Security Guards. (Attach proof)
- o) PSAs should submit solvency certificate of Rs 10, 00,000/- (Rupees Ten lacs only.)
- p) PSA should furnish documents from appropriate Authorities.
- q) ISO 9001-2008 Certificates is desirable.

**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 Head Office at Lokmangal, 1501, Shivajinagar, Pune 411 005 and having one of its Zonal Offices at Bhopal at 1/14, Jail Road, Administrative Zone, Bhopal-462011** (hereinafter referred to as the “Principal Employer”) 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 @ 10.36%) 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 ASA** 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 1% 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 Bhopal.

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 Bhopal

1. \_\_\_\_\_

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 , Shivaji nagar, Pune – 411 005 **and having one of its Zonal Offices at Bhopal at 1/14, Jail Road, Administrative Zone, Bhopal-462011** (hereinafter referred to as the "Principal Employer") (hereinafter referred to as 'BOM' or "Bank").

The Bidder and BOM would be having 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 **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.
6. **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-----

7. **Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive forever 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.
8. **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:**
  - i. 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
  - ii. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees
  - iii. 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  
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 Bhopal

2. ....Bank of Maharashtra  
Office / Zone Bhopal