

BANK OF MAHARASHTRA

DELHI ZONE



**Request for proposal
FOR**

**EMPANELMENT OF AGENCIES FOR
PRIVATE SECURITY ARMED AND
UNARMED GUARDS**

**BANK OF MAHARASHTRA, DELHI ZONE,
15, NBCC TOWER, 3RD FLOOR**

BHIKJAI CAMA PLACE, NEW DELHI,

PIN-110066

DELHI, INDIA

Cost of Tender Document **Rs 1,000/- (Non refundable)**

 <p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम</p>	<p>अंचल कार्यालय - दिल्ली, एनबीसीसी टावर ,तीसरा तल,दिल्ली-66 Zonal Office -Delhi, NBCC Tower, Third Floor, Delhi-66 टेलीफोन/TELE : 011 26164817 ई-मेल/e-mail : sec_del@mahabank.co.in</p>	 <p>एक कदम स्वच्छता की ओर 'स्वच्छता अभियान' की सफलता हेतु हम प्रतिबद्ध हैं</p>
<p>एक परिवार एक बैंक</p>	<p>प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL,1501,SHIVAJINAGAR,PUNE-5</p>	

Date: 08/01/2020

**OUTSOURCING OF ARMED GUARDS & UNARMED GUARDS FOR
BANK OF MAHARASHTRA, DELHI ZONE**

1. Bank of Maharashtra, Delhi Zonal Office, Delhi invites sealed offers in two-bid system from Private Security Agencies (PSAs) having their own Offices in Delhi for providing services of Armed Guards & Unarmed Guards, for empanelment of vendors for a period of 3 years with a provision of renewal every year based on performance and discipline and it will be the sole discretion of the bank to renew the contract. Vendors who are in a position to deploy security guards in branches of Delhi Zone located in Delhi and NCR, Haryana, UP should apply.
2. Prospective service providers may download the tender document, technical bid / price bid format of RFP from the Bank's website www.bankofmaharashtra.in. The cost of tender is Rs.1,000/- (Non-Refundable) by way of Demand Draft / Pay Order favouring Bank of Maharashtra Zonal Office, payable at Delhi. The bids shall accompany the Pay Order / Demand Draft.

Pre Bid Meeting	: 18/01/2020 at 11:00 AM
Last date for submission of	: 29/01/2020 up to 3.00 P.M.
Opening of RFPs (TO)	: 29/01/2020 at 04.00 P.M.
Opening of Financial Bid	: 30/01/2020 at 04:00 PM (Tentative)
Cost of RFP	: Rs.1,000.00

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 VI of this letter.
4. In case prospective service providers 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 27/01/2020 by 03.00 PM. The envelope should be marked as **TECHNICAL BID / FINANCIAL BID FOR OUTSOURCING OF ARMED GUARDS & SECURITY GUARDS, BANK OF MAHARSHATRA, DELHI ZONE** on its top and forwarded to the address- Bank Of Maharashtra, Delhi Zone, 15 NBCC Tower, 3rd Floor, Bhikjai Cama Place, New Delhi, PIN-110066.
5. Offers from firms not having their own offices in Delhi will not 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
Delhi Zone

OFFER FOR OUTSOURCING OF ARMED GUARDS & SECURITY GUARDS

TERMS & CONDITIONS

1. SCOPE OF WORK

Deployment of approximately 06 ex-servicemen/ retired parliamentary forces Armed Guards and 01 Unarmed security guards during branch operations or as decided by branch manager at branches/offices under Delhi Zonal Office. 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. The contract may be split by the Bank for award of contract.

2. TERMS OF EXECUTION OF WORK

The services of armed guards and security guards would begin within a period of 60 days commencing from the 7th day of acceptance of the work order issued by the Bank. Any delay in services of the armed guards/ security guards over the stipulated period will attract penalty of 1% of the contract value per week subject to maximum of 4% 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 service provider lies fully with the Bank.

3. ELIGIBILITY CRITERIA FOR SHORT-LISTING

3.1 For empanelment or short listing of Service Provider the following criteria shall be applied. For this purpose the service provider shall submit proof documents along with the Tender and those service providers not conforming to any of these parameters will not qualify for empanelment or short listing:

- a) Service Provider should be either registered companies or registered partnership firms/proprietor firm reputed for providing armed guards and security guards services.
- b) Holding PASARA Licenses under Private Security Regulation Act 2005 of the state where guard will be deployed.
- c) Service Provider should have their own infrastructure for training their guards and License from DG Home guard
- d) Service Provider should have credible Supervisory Infrastructure.
- e) Service Provider should have Income Tax PAN and the latest Clearance Certificate.
- f) Service Provider should have Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the Service Provider in the last three years should not be less than one crores rupees.
- g) Service Provider should have Registration under Shops & Establishments Act.
- h) Service Provider should have a valid certificate from ESI Corporation.
- i) Service Provider should have a valid certificate under EPF & Misc. Provisions Act 1952.
- j) Service Provider should have documents proving compliance of Minimum Wages Act 1948 and other Labor laws and rules.
- k) Service Provider must have an office in Delhi, as the case may be, with telephone & fax and manned during the office hours.
- l) Service Provider should have been in the business of providing armed guards and security guards services at least for the last three years in PSU Banks.
- n) Service Provider should furnish three Reference Sites and on request by the Bank the Referees should testify about the performance of the Service Provider to the Bank's satisfaction.
- o) Service Provider should have minimum 100 armed guards / security guards. (Attach proof)
- p) Service Provider should submit solvency certificate of Rs 10,00,000/- (Rupees Ten lacs only.)

- q) Valid DGR Registration (Attatch Proof) (This requirement is optional)
- r) ISO 9001-2008 certification is desirable.

4. Eligibility criteria for armed guards and security guards

The guard should confirm to the following norms:

- a) The guards should be either ex- servicemen or paramilitary forces personnel. Agency should have undertaken the process of Police verification of all the armed guards & security guards and the same should be confirmed/cross checked by the Zonal office for genuine.
- b) Age should not be more than 50 years for all category of guards.
- c) The armed guards should have his own or PSA's firearm held under valid gun license. The Bank will not take the responsibility for the safe custody of the gun of the guard.
- d) The staff should have undergone training and a certificate of the same to be submitted to the bank.
- e) Mental and physical fitness of the staff should be certified by a Bank approved/Govt. doctor/Civil Surgeon.
- f) The duty of armed/security guard will be to keep a watch over persons visiting the premises of branch / ZO, wherever deployed. The armed/security guard shall not use his firearm on any occasion except as his right to his private defence as provided u/s 96 to 106 of the IPC when, and only if, his life perceived to be in danger from armed miscreants having the intent of committing theft inside the branch.

5. TWO PART OFFER and PRE BID MEETING

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, Delhi Zone** and duly super-scribed on each envelope "**Technical Bid for Outsourcing of Armed & Security Guards**" and "**Financial Bid for Outsourcing of Armed & Security Guards**" on or before 29/01/2020 at 3.00 PM. Tender should be dropped in the tender box kept at the above mention address.

A Pre Bid Meeting will be organized on 18th Jan 2020 at 11:00AM for clarification of queries.

6.EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs. 50,000 (Rupees Fifty Thousand only), in the form of a demand draft/pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at Delhi must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit of Rs.50,000/- will not be accepted. This amount will be forfeited if, having been selected by the Bank for the contract, 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/security guards.

7. VALIDITY PERIOD OF THE OFFER

The offer will be valid for a period of 90 days from the last date (29/01/2020) 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)

9.The Techno-commercial Offer should comprise of the following:

- 9.1 Covering letter on the prescribed format (Annexure-I).
- 9.2 Pay Order/Demand Draft for Rs.1000/-, i.e. Cost of RFP Forms, if downloaded from Bank's website.
- 9.3 Earnest Money Deposit of Rs. 50,000/- in the form of a demand draft / pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at Delhi.
- 9.4 PSA profile as per Annexure II.
- 9.5 Documentation (Product Brochures, leaflets, manuals etc., if any) /soft copy.
- 9.6 Details of reference sites as per Annexure-V.

10. PRICE COMPOSITION

The Price Bid should contain all relevant rates and charges and the rates should be quoted (in Indian rupees only) per unarmed security guard and ex-serviceman armed guard in the format annexure III. 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 in technical bids 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.

11. 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.

12.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.

13. 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.

14.AGREEMENT BETWEEN THE SERVICE PROVIDER AND THE BANK

The successful offerer shall execute an Agreement with Zonal Office on Rs.100/- non-judicial Stamp Paper as per Terms & Conditions as per Annexure-VI. It is understood that the Service Provider, who are willing to offer their services in response to this RFP have read all the terms and conditions and have agreed to all the Terms & Conditions without any modifications.

15.OPENING OF OFFERS

The technical bids will be opened on 29/01/2020 at 04.00 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.

16.EVALUATION PROCESS

Offers (Tenders) will be evaluated in the following

Stages: 16.1 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.

16.2 Stage II

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof documents submitted by the Service Provider 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 guards per bank for last five years (PSU Bank preferred), Training infrastructure, Training set up, Office in Delhi , ISO certification 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 security guards and supervision by the agency will be observed for 3 months and if found not upto the desired satisfaction, the bank will have the sole right to terminate contract and go for L2 (similarly L3,L4).

16.3 Stage III

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

16.4 Stage IV

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

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 tender and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

18.SPLITTING OF ORDER

The Bank reserves its right for splitting the quantity between two service providers. The splitting of the order will be in 60:40 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.

19.RIGHT TO ALTER QUANTITIES

The Bank will be free to either reduce or increase the number of armed / security guards on the same terms and conditions. The Bank reserves the right to alter number of armed / security guards. The Bank also reserves the right to place further/repeat order on same terms and conditions within a period of 12 months.

20.ORDER CANCELLATION

If the service provider fails to provide the armed / security guards 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 providing armed / security guards.

21.CLARIFICATIONS

For any clarifications, contact our office on the below mentioned address or telephone.

Abhijeet Nath

Manager(Security)

Bank of Maharashtra, Zonal Office-Delhi

NBCC Tower, 3rd Floor, 15 Bhikaji Cama Place, New Delhi-110066

Phone-9478206550

22.PAYMENT TERMS

The terms of payment are as under:

- (i) No advance payment against work order.
- (ii) Monthly Payment will be released by the Bank on conforming the bill and attendance of armed/security guards as per documents to be maintained by PSA within 7 days of submission of bills to Zonal Office duly verified by the respective department.

23.No reimbursement of cost of any type on any account will be paid to persons or entities submitting their bid.

24.Armed / security guards deployed, must be issued with number Identity Cards duly authenticated by the Executive/Officer of the company and the change in armed / security guards should be with prior permission of the Bank.

25. 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.

ANNEXURE-I

(Letter to the Bank on the service provider's letterhead)

To
The Deputy Zonal Manager
Delhi Zone
Bank of Maharashtra
15 NBCC Tower, 3rd Floor,
Bhikaji Cama Place
Delhi-110066

Dear Sir,

Sub: Your RFP for Outsourcing of Armed guards and Security Guards dated 08.01.2020

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 armed guards and security guards as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSU bank for the services of cash vans 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 tenders.

We hereby undertake that the security guards and armed guards to be deployed to the Bank will be a well-trained and ex-servicemen or ex parliamentary forces personnel.

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. 50,000/- (Rupees Fifty Thousand only) favoring Bank of Maharashtra and payable at Delhi, 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:

field.

)
)

12. Deployment of Armed / Security guards services since when?

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

Name of Organisation with Address & Tele Nos	Since when	Number of Armed / Security guards	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, Zonal Office, Delhi in selection of Service Provider 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 :
company

SIGNATURE:Name & Designation & Seal of

ANNEXURE-III

**FINANCIAL BID: EX-SERVICEMEN ARMED GUARD and Unarmed Guard
Delhi**

Sr.No.	Item Description –	Ex-servicemen Guard (With arm)	Guard (without arms)	Remarks
1.	Basic wages (BW) plus Variable Dearness Allowance (VDA)			
2	Employee State Insurance 3.25% of Basic+VDA			
3	Employee Provident Fund 12% of Basic+VDA			Upper Limit Rs. 15000/-
4	Employees Deposit linked Insurance 0.50% of Basic+VDA			
5	Administrative Charges 0.50% of Basic+VDA			
6	House Rent Allowance ____% of Basic+VDA (If applicable)			
7	Other Applicable item			
8	Bonus 8.33% of Rs. 3500/- (per month)			
9	Uniform Outfit Allowance 5% of Basic+VDA			
10	Uniform Washing Allowance 3% of Basic+VDA			
	Any Other item not included above			
11	Total (1 to 10)			
12	Weekly off/National Holiday/Other Holidays 2.3 times of (Basic+VDA+HRA)/26			
13	Total Cost per head (11+12)			
14	Service Charges @ -----% of (12)			
15	Total (13 + 14)			
16	GST @ _____% of Sr. No. 15			
17	Final Price per unit			
	(In Words) Rs.			

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 / Govt. of Maharashtra 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.

Place:

Date:

SIGNATURE:

Name & Designation & Seal of company

Note: Agencies are to quote service charges in percentage terms at serial “14” 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- IV

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 2016-17, 2017-18 and 2018-19)			Above 1 Cr -2 point ½ Point for each crore Maximum Point- 04	
2.	Services presently being provided in Number of Nationalized banks and Number of Armed Guards per bank.			Per PSU Bank 2 Points(Minimum 20 Security gaurds/Armed gaurds 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 Delhi 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)
	TOTAL			34 POINTS	

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 RFP for Security Equipments for evaluation

- a) PSAs should be either registered companies or registered partnership firms or proprietor firm reputed for providing Security guards / Armed 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 and Licence from DG Home guard.
- d) PSAs should have credible Supervisory Infrastructure.
- e) PSAs should have Income Tax PAN.
- 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 Delhi, 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 year preferably in PSU 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 100 Security Guards. (Attach proof)

o) PSAs should submit solvency certificate of Rs 50,000/- (Rupees Fifty Thousand only.)

p) PSA should furnish valid DGR empanelment documents OR from appropriate Board. (Desirable)

q) ISO 9001-2008 Certificate is desirable

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

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

Address: _____

This Agreement is entered on the _____ day of _____

BETWEEN

Bank of Maharashtra, a Public Sector Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Zonal Office at 15 NBCC Tower, 3rd Floor, Bhikaji Cama Place, Delhi – 110066 (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 datedor 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 it 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 copy, arms license, 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. A photo of approved uniform att as per Annexure

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.

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 proper valid licenses or issue their own gun to the guards with valid licenses. In no case the armed gaurds will leave their own weapon inside bank premises in night.

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 settle 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 1st April and 1st 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 Armed / 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. GST will be levied on the billed amount at prevailing rate 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** 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 contact.

29. **The Private Security Agency** has agreed to provide armed / security 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.

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

31. 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 Delhi.

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. Manager (Security) Bank of Maharashtra
/ Zone Delhi

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 15 NBCC Tower, 3rd Floor Bhikaji Cama Place, Delhi 110066** _____ (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. Manager (Security) Bank of Maharashtra
/Zone Delhi

2. _____