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|---|---|--|
| बैंक ऑफ महाराष्ट्र प्रधान कार्यालय लोकमंगल, 1501, शिवा जीनगर, पुणे -5 |  | BANK OF MAHARASHTRA Head Office LOKMANGAL, 1501. SHIVAJINAGAR, PUNE-5 |
| सुरक्षा विभाग Department | | Security |
| टेली/TELE : 25532731-33to35 फेक्स/ FAX : 25512351 ई-मेल / e-mail: security@mahabank.co.in | | |

Request for Proposal (RFP)

For

Outsourcing and Empanelment of Agencies for Security Guards, Lady guards and Armed Guards



| | | |
|---|--|--|
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Request For Proposal (RFP)

For Outsourcing Security guards & empanelment of Vendors

Bank of Maharashtra, Head Office, Pune invites sealed offers in two-bid system from Private Security Agencies (PSAs) having their own Offices in the state of Maharashtra and in Pune district., as the case may be, and providing services of Security Guards, (Armed Guards, Unarmed Guards, CCTV operator & Lady Guard) in the state of Maharashtra and 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.

RFP Forms can be obtained from Senior Manager (Security) at the above mentioned address (Tel: 020-25530861) on payment of Rs.5000/- (Non-Refundable) by way of Demand Draft / Pay Order favoring Bank of Maharashtra payable at Pune. However, for RFP downloaded from website, the Pay Order / Demand Draft will be submitted along with the Techno-commercial Offer.

| | |
|--------------------------------------|------------------------------|
| Date of commencement of issue of RFP | : 06/04/2015 |
| Pre-bid meeting | : 18/04/2015 time 1100 hours |
| Last date for submission of RFP | : 27/04/2015 time 1400 hours |
| Opening of Technical Offer | : 29/04/2012 time 1100 hours |
| Commercial Offer | : 30/04/2012 time 1500 hours |

Offers from firms not having their own offices in Pune, as the case may be, will not be considered and existence of officers will be confirmed on ground. 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.

SCOPE OF THE WORK

Deployment of, Ex-servicemen Watchman(round the clock), Lady guard(Only for 8 hrs general shift) & CCTV operator, at locations under Head Office Security Department, Pune of Bank of Maharashtra located at Pune City. The number of Armed Guards will be approximately 03, Watchmen will be approximately 33, Lady guard-02 CCTV operator - 01. This number may increase / decrease of 20 %



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.

1. TERMS & CONDITIONS

1.1 Deployment of Security Guards is to be completed w.e.f. 01st June 2015.

1.2 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.

2. ELIGIBILITY CRITERIA FOR SHORT-LISTING / Empanelment PSAs

2.1 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/ registered partnership firms or registered proprietorship reputed for providing Security guards' services.
- b) Holding PASARA Licenses under Private Security Regulation Act 2005.
- 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 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 five 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.
- k) PSAs must have an office in Pune, 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 six 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 50,00,000/- (Rupees Fifty lakhs only.)
- p) PSA should furnish valid DGR empanelment documents.
- q) ISO 9001-2008 certification
- r) PSA should have Fidelity Insurance up to Rs 1 Crore.

2.2 PSAs should furnish details about their firm as per profile at **(Annexure - II)**.

3. ELIGIBILITY CRITERIA FOR ARMED GUARDS, SECURITY GUARDS AND LADY GUARDS

The Guards should confirm to the following norms:-

3.1 Should be either ex-servicemen or ex-paramilitary personnel, Lady Guard can be from Civil back ground having 2 yrs experience.

3.2 Age should not be above 50 years for all categories of guards.

3.3 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 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 (It is mandatory for Lady guards).

3.4 The outsourced Armed Guard should have his own or the PSAs firearm held under a valid Arms license. The Bank will not take the responsibility for the safe-custody of gun of the guard.

3.5 The duty of the Security Guard and Lady guard will be to keep a watch over persons visiting the premises/HO where ever deployed. The Armed 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 Indian Penal Code when, and only if, his life is perceived to be in danger from armed is creates having the intent of committing theft inside the branch.

4. 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 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 Security Guards Services**" and should be submitted latest by 1400 hrs, **on 27/04/2015**. The offer should be dropped in the Tender Box kept at the Security department, H.O. at the above mentioned address.

5. EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs.30,000/- (Rupees Thirty thousand only), in the form of a demand draft/pay order issued by a scheduled commercial bank favoring Bank



of Maharashtra, payable at Pune must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit of **Rs.30,000/-** will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the offerer refuses to accept deployment order or having accepted the deployment order, fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of Earnest Money Deposit will not be accepted. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful Offerers. The Earnest money paid by the successful Offerer will be released after six months of satisfactory deployment of required number of Security Guards.

6. 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:

6.1 Covering letter on the prescribed format (**Annexure-I**).

6.2 Pay Order for Rs.5000, i.e., Cost of RFP Forms, if downloaded from Bank's website.

6.3 Earnest Money Deposit of Rs.30,000/- in the form of a demand draft / pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at Pune.

6.4 PSA profile as per **Annexure II**.

6.5 Documentation (Product Brochures, leaflets, manuals etc., if any) /soft copy.

6.6 Details of reference sites as per **Annexure-III**.

7. PRICE BID

The Price Bid should contain all relevant rates and charges and the rates should be quoted **in Indian Rupees** only for armed guard and watchman (security guard) and lady guard. The Price Bid should not contradict the TO in any manner.

8. PRICE COMPOSITION

8.1 Monthly Rates per unarmed Security Guard and per Armed Guard and Lady guard will be given in the format as per **Annexure-IV**. Rates applicable on the date of issue of this tender should be quoted. Similarly rate for CCTV operator is also to be given separately with breakdown as per labour laws/ Government guidelines.

8.2 The Bank will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed suppliers will be opened. Short listed suppliers will be notified by e-mail/post and



authorized representatives may be present at the time of opening of the Technical Offers and Price

Bids as per date and time given above. No separate information will be given.

9. NO ERASURES OR ALTERATIONS

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

10. AGREEMENT BETWEEN THE PSA AND THE BANK

The successful offerer shall execute an Agreement & NDA with HQ on Rs.100/- non-judicial Stamp Paper as per Terms & Conditions as per **Annexure-VI**. It is understood that the PSAs, who are willing to offer their Security Guards' services in response to this RFP have read all the terms and conditions given at Annexure-VI and have agreed to all the Terms & Conditions without any modifications. In case the PSA which is L1 and shortlisted to provide requisite number of guards is a non government organization, it will be responsible for obtaining exemption from Security Guard Board for the guards being provided within 30 days failing which the contract will be terminated and L2 will be initiated to provide guards as per this RFP at L1 cost/ rate. Similarly incase L2 is not ready to provide at L1 rate then L3 will be invited to provide at L1 cost and so on.

11. VALIDITY OF OFFER

The offer will be valid for a period of **90 days** from the last date (**30/04/2015**) of opening of the tenders.

12. EVALUATION PROCESS

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

12.1 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.

12.2 Stage II

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof documents submitted by the PSAs Annexure-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), Training infrastructure, Training set up, Office in Pune, 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 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).

12.3 Stage III

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

12.4 Stage IV

Opening the Price bids of the short-listed firm(s)---**Annexure-IV** .

13. 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.

14. OPENING OF OFFERS

Techno-commercial Offers will be opened at 1100 hrs, on 27/04/2015 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 Pre-bid meeting, 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.

15. 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.

16. CLARIFICATIONS

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

Dy. General Manager & CSO
Bank of Maharashtra
Lokmangal, Head Office, Pune

Annexure - I

(Letter to the Bank on the PSA letterhead)



To
The Dy. General Manager & CSO
Bank of Maharashtra
Head Office,
Lokmangal, 1501,
Shivaji Nagar, Pune-411005.

Dear Sir,
Sub: **Your RFP For Deployment 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 Security Guards' Services as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSUs for deployment of Security 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 them 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.30,000/- (Rupees Thirty thousand only)** favoring Bank of Maharashtra and payable at Pune, 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)



PSA PROFILE

1. Name of the Organization and Address :

2. Year of Establishment (Submit proof) :

3. Status of the firm (Submit proof) :
(Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm)

4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):

5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.

6. a) Name and address of Bankers (Submit proof) :
 - i)
 - ii)
b) Turnover of the Company/Firm in 2009-10, 2010-11 and 2011-12:
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the Years 2009-10, 2010-11 and 2011-12 as proof documents)
 - 2011-12 :
 - 2012-13 :
 - 2013-14 :
 - 2014-15 :

7. Whether registered for Service Tax purposes. If so, mention number and date.(Submit proof) :

8. DGR Registration details & validity :-

9. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax clearance certificate.

10. Is the Company/Firm a supplier of Security Guards Services? If yes,
 - a) Mention the addresses, phone numbers and fax numbers of the Offices below:

Head Office address :-
Local office address :-

11. What are your core area of activities? Mention the fields giving the annual turnover for each field.
 - i)
 - ii)



iii)

12. Deployment of 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 :

| Name of Organisation with Address & Tele Nos | Since when? | Number of 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)

| Sr No | Name of the Nationalised Bank & Tele Nos | Since When? | Number of guards | Avg. annual payment |
|-------|--|-------------|------------------|---------------------|
| | | | | |

| Sr No | Nationalised 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, Head Office , Pune, 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) | Ex-servicemen Guards |
| (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 (Ref. No., date of order and quantity) | Ex-servicemen Guards |

| | |
|---|--|
| (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) | Ex-servicemen Guards |

**AUTHORISED
SIGNATORY**



Annexure IV

PRICE BID

| | Description | @ Percentage | Ex-servicemen Watchmen | Ex-servicemen Armed Guard | Lady Guard |
|----------|---|--------------|------------------------|---------------------------|------------|
| A | <u>Salary</u> | | | | |
| 1 | Basic | | | | |
| 2 | VDA (Special Allowance) (See Note 1 below) | | | | |
| | D(Ser 1+2) | | | | |
| 3 | HRA @ % of Ser 1 & 2 | | | | |
| 4 | Washing @ % of Ser 1 & 2 | | | | |
| 5 | Conveyance Allowance @ % of Ser 1 & 2 | | | | |
| 6 | City Compensatory Allowance | | | | |
| 7 | Gun Allowance (if applicable) | | | | |
| 8 | Uniform Allowance | | | | |
| 9 | Sub Total | | | | |
| B | <u>Statutory Compliances</u> | | | | |
| 10 | EPF @ 12% of Ser 1 & 2 | | | | |
| 11 | EDLI (PF) @ 0.5% of Ser 1 & 2 | | | | |
| 12 | Adm Charges (PF) @ 0.85% of Ser 1&2 | | | | |
| 13 | ESI @ 4.75% of Ser 1,2&3 | | | | |
| 14 | Bonus @ 8.33 of Ser 1 & 2 | | | | |
| 15 | Gratuity @ 4.81 % of Ser 1&2 | | | | |
| 16 | Maharashtra Labour Welfare Fund | | | | |
| 17 | Any other deductions (as per statutory norms) | | | | |
| 18 | Svc tax (CGST) | | | | |
| 19 | Sub Total | | | | |
| C | <u>Other Charges</u> | | | | |
| 20 | Charges for leave reliever for 52 days weekly off (Ser 9+19)*1/3 | | | | |
| 21 | Charges for leave reliever for 21 days PL (Ser 1+2/30*21/12*2) + ESI 4.75% | | | | |
| 22 | Charges for leave reliever for 04 days National Holiday (Ser 1+2/30*4/12*2) + ESI 4.75% | | | | |
| 23 | Sub Total | | | | |
| D | <u>Agency Earnings</u> | | | | |



| | | | | | |
|----|--------------------------------------|--|--|--|--|
| 24 | Service Charges @ % of Ser 9,19 & 23 | | | | |
| 25 | Sub Total | | | | |
| 26 | Grand Total (Ser 9, 19 & 23) | | | | |
| 27 | Rate per man day = (Ser 25*12/365) | | | | |
| 28 | Round off | | | | |

Rate for CCTV operator as per Minimum Wages Act 1948 per month _____.
(Rate of CCTV operator should be inclusive of PF and ESI cuttings)

We hereby confirm that the Basic plus VDA quoted above is not less than the current minimum wages stipulated by the Ministry of Labor and Employment, Government of India and Maharashtra State and that other mandatory charges, i.e., EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts. We further agree that the Price Bid will be rejected if any of the above rates and percentage are not in compliance with the respective statutory laws.

Date:

SIGNATURE :

DESIGNATION :

Name of the firm/Agency with Office Stamp

Note: Ser no 1 to 23 will remain same and in consonance with the Minimum Wages Act 1948 & amendments from time to time.



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 5 Cr -2 point Maximum above 10 cr- 2 points | |
| 2. | Number of Nationalized banks and number of guards per bank. | | | Per PSU Bank 2 Points(Minimum 10 guards in PSU bank) | Maximum 5 PSU banks will be considered |
| 3. | Deployment of Security guard for the last five years preferably PSU's Banks | | | Minimum 3 yrs-2 points. Above 3 yrs -2 points | |
| 4. | Own infrastructure for training their guards having Licence 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 points ½ points) | |
| 6. | Have an office in Pune, 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. | | | 2points | |
| 9. | Fidelity Insurance | | | Up to 1 Cr. 01 pt. Above 02 Cr 02 points | |

Minimum qualifying points should be 24points and above.

Date:

SIGNATURE :

DESIGNATION :

NAME OF THE FIRM/AGENCY WITH OFFICE STAMP



Annexure VI

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

Address: _____

This Agreement is entered on the 1st day of April 2013

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 Regional Offices at _____ (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 Proprietor, his heirs, executors, successors and assigns of the Second Part.

WHEREAS :

THE PRIVATE SECURITY AGENCY is a proprietary firm and has been empanelled by DGR, Government of India, Ministry of Defence vide DGR letter dated _____ and possesses the knowledge and experience in the lines of providing Security 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 & No _____ Lady Guard 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 _____, 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 respective 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 respective 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 and remain alert.
08. **The Private Security Agency** agrees that the Guards Ex-servicemen employed by it below 58 years of age and shall be his employees and the Principal Employer shall be in no way responsible 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 its employee vide guidelines issued by DGR in this effect applicable to Government of Maharashtra/**The Private Security Agency also agrees to pay wages in other States as per the respective legislations of the State Governments** . 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 respective enactments applicable State wise.**
10. **The Private Security Agency** agrees that it shall be responsible to ensure that the security guards employed by him 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.
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 is no way the responsibility of Principal Employer.
12. Security staff provided by **The Private Security Agency** shall perform and abide to perform duties **as per duty list provided by the bank like switching ON/OFF of electrical installation within premises, water supply switch on/off, reporting of** personnel's without proper identification card along with security function. Periodic training and refresher training to guards will be ensured by the Private Security Agency at its cost.
13. In the event, **The Private Security Agency** employees are involved in any act which is detrimental to the interest of Principal Employer, the Principal Employer reserves the right to ask **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** in that behalf.



14. **The Private Security Agency** expressly undertakes to ensure that it 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 spell 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; and 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. However, such an action should only be taken after finalization of police investigation. Also a disciplinary action will be taken against the defaulter guards by **The Private Security Agency**.
17. **The Private Security Agency** also agrees that it shall 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 it 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 by any person, Government Authorities, security guards, unions etc. in respect of any employees employed by him in carrying out the contract. However, claims of compensation will be settled by **The Private Security Agency** itself. No burden 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 it and its 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 it shall mainly ensure the compliance and observation 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 him or his 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 etc. 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 revised by the DGR guidelines twice in a year i.e. on 1st April and 1st October of each year, in accordance with the provisions of Minimum Wages Act 1948 and the same shall be applicable 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.
23. **The Private Security Agency** will be responsible to meet all statutory obligations of Government/Statutory bodies in respect of Security personnel provided by him.
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 making the payment. These bills will be paid by the Principal Employer within 15 days of receipt, subject to passing of bill by treasury 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 the Agency 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 @ 10.30%) over and above billed amount.
26. **The Private Security Agency** agrees that there is no privity contract of whatever nature between employees of **The Private Security Agency** and the Principal Employer and it will be **The Private Security Agency's** responsibility to settle all the legal dues of his employee on their termination and no obtain receipt from the concerned employee, in full and final settlement of the claims of whatsoever nature. **The Private Security Agency** further agrees that if any employee engaged by him raises any demand after his termination or after making full and final settlement by **The Private Security Agency** during the current or after expiry of the Contract, **The Private Security Agency** will settle the same and no liability will rest upon the station.
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 his 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 (only for Maharashtra)** 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 covering the period of contract, which will be returned to **The Private Security Agency** by the Principal Employer after expiry of contract.
30. **The Private Security Agency** has agreed to provide armed guard on at short notice (8 hours) for deployment at needy hours.
31. The contract can be terminated by both parties at any time without assigning any reason by giving 30 days notice.
32. In case of any dispute, only the Principal Employer and **The Private Security Agency** will be entitled to settle the dispute. No third party will be involved in the same. For settling any dispute arising out of this Agreement the Jurisdiction will be City.



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

WITNESS

1. _____

2. _____



SCHEDULE - VII

NON - DISCLOSURE AGREEMENT

This Confidentiality cum Non-disclosure Agreement is entered into at _____ on this day _____ of _____ 2009, 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 (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 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.
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

Witnesses:

1. Sr. Manager/Manager (Security)/DSO
Bank of Maharashtra
_____ Office/Region, _____ city.
2. _____