

Request for Proposal (RFP)

For Empanelment of Private Security Agencies for providing watchmen at ATMs during Night and Armed guards (with weapons) in branches during Day in Raipur Region of Chhattisgarh

Union Bank of India, Regional office
1st Floor, Mahaveer Goushala complex, Moudhapara, K.K.Road, Raipur- 492001

Request For Proposal for Providing watchmen (un-armed) at ATMs during Night and armed guards (with weapon) during day in branches of Raipur Region in Chhattisgarh

Union Bank of India invites sealed offers in two- bid system from reputed Private Security Agencies (registered Companies/ registered partnership firms only) for empanelment for providing Watchmen (un-armed) at ATMs during Night and Armed guards (with weapon) during day in branches of Raipur Region in Chhattisgarh. The Private Security Agency must be registered with appropriate government authority in Chhattisgarh as per Private Security Regulation ACT-2005.

The complete details and RFP Forms can be obtained from Chief Manager (P&D) at the above address (Tel: 0771-2546004/05- Mob: 09685949028) on payment of Rs.2000/- (Non-Refundable) by way of Demand Draft / Pay Order favouring Union Bank of India payable at Raipur. RFP can also be downloaded from the Bank's website www.unionbankofindia.com. However, for RFP downloaded from website the Pay Order / Demand Draft will have to be submitted along with the Technical & Financial Offer.

Date of commencement of issue of RFP	: 16.05.13
Last date for submission of RFP	: 07.06.13 up to 3.00 p.m.
Date of opening of the technical bids	: 07.06.13 at 3.30 p.m.
Fee for RFP documents (non - refundable)	Rs. 2000/-
Earnest Money Deposit (Bid security)	Rs. 1.00 lac

Deputy General Manager

ELIGIBILITY CRITERIA FOR SHORT-LISTING

I - Technical Criteria

The preliminary evaluation will be done on the following parameters and offers from Private Security Agencies not conforming to these parameters will be rejected.

(a). The Private Security Agencies should be either registered companies or registered partnership firms reputed for providing security guards` services.

(b).The Private Security Agencies should have licence in accordance with Section 4 and section 7 of Private Security Regulation Act 2005 to operate in entire state of Chhattisgarh **Merely submission of application to licencing authority will not be entertained.**

(c).The Private Security Agencies should have their own infrastructure for training their watchmen/ Armed guards.

(d). The Private Security Agencies should have adequate Supervisory Infrastructure & network.

(e). The Private Security Agencies should have at least one office of their own with telephone , fax and email facility in Chhattisgarh preferably at Raipur/ Bilaspur/ Durg/ Bhilai and having their own supervisors at these places. All the addresses of supervisors and staff with phone numbers and copy of identity cards duly attested by official of company/firm should be submitted along with technical and financial bids.

(f).The Private Security Agencies should have Income Tax PAN and the latest clearance certificate.

(g). The Private Security Agencies should have Audited Balance Sheets and Profit and Loss Accounts for the last three years.

(h). The Private Security Agencies should have registration under Shops & Establishment Act.

(i). The Private Security Agencies should have valid certificate from ESI Corporation as per Act 1948.Chalans for last three years should be attached as proof.

(j). The Private Security Agencies should adhere to deposit linked insurance Scheme 1976.

(k).The Private Security Agencies should have & attach proof of adhering to Gratuity Act 1972.

(l). The Private Security Agencies should have & attach proof of adhering to payment of Bonus Act as per eligibility of employees.

(m). The Private Security Agencies should have valid certificate under EPF & Miscellaneous Provisions Act 1952.Chalans/ receipts for last three years should be attached as proof.

(n). The Private Security Agencies should have documents proving compliance of Minimum Wages Act 1948 and other labour laws & rules. Pay slips for last one year duly signed by employees to be attached.

(o). The Private Security Agency should be registered with Service Tax authorities and give proof of depositing service tax for last three years as per strength of security personnel employed by the company during this period.

(p) . Private Security Agency should have labour licence for provision of casual /contract labour from the office of the concerned labour department in accordance with Section 13 of the Contract Labour (regulation & abolition) Act 1970.

(q). Latest notification for minimum wages for unskilled , semi skilled & skilled security personnel by Labour department of Chhattisgarh and Central Government must be considered for quoting financial bids. Category of various places should also be considered for same. The financial bids should be quoted for watchmen and armed guards with statutory obligations/allowances.

(q). Private Security Agency shall not be owned and controlled by any director or officer / employee of the bank or their relatives having the same meaning as assigned under Section 6 of the companies act 1956.

(r).The Private Security Agency should furnish three Reference Sites and on request by the bank the Referees should testify about the performance of the PSA to the Bank`s satisfaction.

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

II. SCOPE OF WORK

Scope of work includes providing watchmen (without weapon) at ATMs during Night for 8 hourly single shift and Armed guards (with weapon) at branches for 8 hourly duty during day. The number of watchmen and armed guards required will be approximately as follows:

Sr. No.	Regional Office	Armed Guards (With weapon) Ex-serviceman/ ex-Para military only during day for branches - 08 hourly duties.	Watchman for ATMs during night preferably ex- serviceman/ex- Para Military / ex - Police/ ex-home guards/ civilians last priority
1.	Raipur	25	50 (only 01 shift of 8 hours)
	Total	25	50 (only 01 shift of 8 hours)

It should be noted that different Private Security Agencies may be short listed for different parts of State/ Districts / Region depending upon their viability / presence in the area of operations.

III. OTHER TERMS & CONDITIONS

1. Out sourced armed guards (with weapon) should be either ex-servicemen or ex-paramilitary personnel.
 2. Armed guards 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 being provided will be considered valid for two years from the date of discharge and thereafter his medical fitness will be considered as per fresh medical certificate from Registered Medical Practitioners with qualification not less than M.B.B.S as produced for verification by his employer, i.e. the Private Security Agency. The Certificate should specify that the individual is fit medically & physically to handle weapon.
 3. For armed guards (with gun) Character of ex- serviceman and ex- Para Military personnel at the time of retirement must be **exemplary and very good respectively.**
 4. Age of armed guard with weapon should not be more than 55 years on the date of deployment.
 5. Watchmen and armed guards will be deployed by Private Security Agency/Agencies only after proper police verification of the antecedents of each person. The proof for same will be deposited prior to deployment. No relaxation will be given on this issue.
 6. Armed guards should have their own or the Agency`s firearms held under a valid arms licence preferably for complete Chattisgarh/ All India.
 7. Weapons of armed guards/ Private Security Agencies will not be allowed to keep overnight in bank`s custody.
 8. Armed guards will be required to perform duty for eight hours per day for six days in a week except on approved holidays/ Sundays.
 9. Watchmen for ATM duty should be preferably ex- servicemen/ ex- para- military / ex-home guards/civilians (last priority) having proper physique and good medical record. The proper medical report by MBBS Doctor “ stating that the person is fit to do night watchman duty” will be submitted prior to deployment. The watchmen will be required to perform duty on all days of week. Private Security Agency will cater for relieving watchmen for Holidays/Weekly off/ Sickness/any emergency. Proper Police verification of each watchman will be deposited with bank prior to deployment.
10. Intending Private Security Agencies should furnish details about their firm/ company as per (Annexure -III) attached.
11. The offer should be submitted for Technical & Financial bids in separate sealed covers superscribing on envelopes “Technical bids for Providing Watchmen (un-armed) for ATM duty and Armed guards (with weapon) for branch duty” and “Financial bids for Providing Watchmen (un-armed) for ATM duty and Armed guards (with weapon) for branch duty . Both these envelopes should be put in another envelop and further sealed superscribing on envelop “Technical & financial offer for Providing Watchmen (un-armed) for ATM duty and Armed guards (with weapon) for branch duty”and submitted latest by 3.00 p.m. on **7.6.13**. The financial bids should be submitted as per Annexure-IV &V for Central as well as State rates separately. Extra page/s may be added if required. The offer should be submitted to the Chief Manager (P&D) Union Bank of India, Regional Office, 1 st Floor, Mahaveer Goushala complex, K.K.Road, Moudhapara, Raipur-492001. The Techno-commercial Offer should be complete in all respects and contain all information asked for in this document.

12. The Bank will shortlist Private Security Agencies, who satisfy the technical & other requirements laid down in this document. **Financial bids of only short listed Private Security Agencies will be opened.** The date and time of opening financial bids will be notified by E mail/phone/post.

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

IV. VALIDITY PERIOD

The empanelled firms / companies will remain in the empanelled list of the Bank for Raipur Region for three years from the date of empanelment.

V. EXTENDING VALIDITY PERIOD FOR PRICE

The minimum wages will be revised as per notification given by Central Government / Labour Commissioner of Chattisgarh (as applicable) from time to time during contracted period. The proof of notification will be produced along with request letter by each shortlisted Private Security Agency.

VI. PROCESS

Offers will be evaluated in the following stages:

Stage 1

Offers will be evaluated against the stipulated minimum eligibility & technical criteria. Offers not complying with the eligibility & technical criteria will be rejected summarily.

Stage 2

The infrastructure and offices of each Private Security Agency will be inspected by bank officials. Short-listing of Private Security Agencies based on the evaluation of infrastructure & technical requirements will be done by a committee. The performance report will be sought from other banks/ PSUs/ Pvt. Companies where Private Security Agency/s is /are providing security personnel.

Stage 3

The financial bids of only short listed Private Security Agencies will be opened in the presence of committee formed by bank & representatives of agencies. The rates will be decided based on L-I for each category separately.

Stage 4

Order will be placed to the Private Security Agency / Agencies finally selected for providing watchmen and armed guards for ATMs and branches respectively as per requirement of the bank. The bank reserves the right of placement of order as and when requirement of watchmen/ armed guards is felt necessary. Private Security Agencies may be selected for 2/3 different parts of State separately if found suitable.

VII. OPENING OF OFFERS

Eligibility Criteria & Technical bids will be opened at 3.30 p.m., on 07.06.13 in the presence of the bidders/offerers. The offerers /bidders/ their representatives may be present at the time of opening of the Technical bids. No separate intimation will be sent in this regard to the Private Security Agencies for deputing their representatives. The Technical bids will be opened at the time and date stipulated above irrespective of the number of offerers/ bidders or their representatives present. The financial bids of short listed Private Security Agencies will only be opened, for that date and time will be intimated by email/phone/post to the short listed vendors.

VIII. COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

Cost of Tender Document of Rs. 2000/- (non-refundable) and Earnest Money Deposit of Rs. 1,00,000/- (Rs. One Lakh) in the form of Demand Draft/ Pay order separately for both issued by a scheduled commercial bank favouring Union Bank of India , payable at Raipur must be submitted along with the Techno - Commercial offer. The EMD amount will be forfeited if the Private Security Agency refuses to accept offer for providing Watchmen and armed guards allocated to it. Earnest money deposit will be kept in Bank account till the Private Security Agency/ Agencies is/are providing services to the bank. **In the event of non-submission of the cost of Tender Document and Earnest Money Deposit the proposal will be rejected.** The earnest money will be refunded to unsuccessful agencies as per extant rules after the completion of the bid process. **The Earnest money paid by the successful price bidders will be kept as deposit and released only after conclusion of the contract.**

IX. PERFORMANCE BANK GUARANTEE

The selected Private Security Agency/ Agencies for work order will submit a Performance Bank Guarantee from a scheduled bank for Rupees 2.00 lakhs (Two Lakhs) obtained in favour of Union Bank of India and valid for the period of the contract. Performance Bank Guarantee should be from a bank other than Union Bank of India. It should include clause that the bank issuing guarantee will be liable to pay this amount to Union bank of India in case of non performance / loss to bank due to negligence by the Private Security Agency & if it is not paid by Private Security Agency. Performance bank guarantee should be sent directly to our office by Registered AD post by issuing bank.

X. ORDER CANCELLATION

If the Private Security Agencies fail to comply with the terms and conditions laid down in contract mutually agreed by both parties the Bank reserves the right to cancel the order after giving one month`s notice to the Agency/s.

XI. PAYMENT TERMS

No advance payment will be made to the Private Security Agency/ Agencies. The payment by respective branches will be made in first week of next month after verifying presence register for completed month. **Except for first month of contract the payments of subsequent months will be made by respective branches only after verifying pay slips of previous**

month duly signed by each individual and all mandatory deductions as per government guidelines/rules.

XII. No commitment to Accept Lowest or Any Tender

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

XIII. Agreement

An agreement is required to be executed by the Private Security Agency with the Bank on a Rs. 100.00 non- judicial Stamp Paper. The agreement format as per **Annexure-I to RFP** can be collected if Private Security Agency/ Agencies have/have been offered final order for providing watchmen/ armed guards in ATMs / Branches separately. The agreement will be done for Armed guards for branch and watchman for ATM/s for each branch separately in all Branches.

Last date for submission of offers	07-06-2013 up to 3.00 p.m.
Opening of Technical bids	07.06.2013 at 3.30 p.m.

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

**Chief Manager (P&D)
Union Bank of India,
Regional Office, 1st Floor, Mahaveer Goushala complex
Moudhapara, K.K.Road
Raipur (Chhattisgarh) - 492001**

Phone: 0771-2546004/05 MOB: 09685949028

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

**Deputy General Manager,
Union Bank of India
Regional Office, Raipur**

Annexure-IAGREEMENTPROVIDING/OBTAINING SECURITY SERVICES

This Agreement is entered at _____(Place) on the ____day of _____ between Union Bank of India, _____(Branch/Office) at _____(Address) represented by its attorney Shri _____ hereinafter referred to as the **First Party**

AND

The Private Security Agency M/s. _____ represented by its _____(designation), Mr./Mrs./Ms. _____ (name) and having its office at _____(address) hereinafter referred to as the PSA which expression shall wherever the context so admits, means and includes his legal representatives, successors & assignees as the **Second Party**.

Whereas the First Party requires the services of a Private Security Agency for safeguarding its properties and assets.

Whereas the PSA, which is a Private Security Agency providing security guards services has agreed to provide Armed Guards/Security Guards (Strike out whichever is not applicable), hereinafter referred to as "**PSA's Employees**" to the First Party as per the First Party's requirements.

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

Now therefore this agreement witnesseth as under:

1. The PSA declares that the PSA is in possession of the valid licence issued under Section 7 of the Private Security Agencies (Regulation) Act 2005 and the PSA further undertakes that the licence will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. PSA shall ensure that ____Armed Guards/Security Guards possessing the required skill and training shall be deployed at the branch/office/ATM (Strike out whichever is not applicable).The PSA's Employees shall not be more than 55 years of age for Security Guards and not more than 52 years of age for Armed Guards at the time of deployment.
3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSA's employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the Rules framed there under.
4. The PSA shall ensure that all the PSA's Employees are subjected to basic Training & Refresher training programme on regular basis at its cost. The PSA shall ensure that the PSA's Employees

who are Armed Guards have undergone firing practice and test fired the weapon at least once during the currency of this agreement and submits necessary proof to the First Party.

5. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, such registration shall be ensured by the PSA before deploying their employees with the first party.
7. The PSA's Employee who is an Armed Guard shall have a firearm, acceptable to the First Party, provided by the Agency or issued in his personal name either for 'Property Protection' or for his 'Self Protection' and a licence issued for any other purpose shall not be acceptable. The PSA shall also ensure that the Gun Licence of the PSA's Employees remains valid as per State laws throughout the currency of this agreement. The custody of the Arms/Guns shall be the sole responsibility of the PSA or the PSA's Employees and the First Party shall not be liable for the safe custody of the Arms/Guns.
8. The PSA agrees that the duty of the security guard is to keep a watch over persons visiting the branch/office or ATM for the purpose of safety & security and guard against infiltration and against removal of bank's property by any unauthorized person AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the Bank. The PSA further undertakes that he has briefed the PSA's employee, who is an armed guard in writing that the 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 miscreants having the intent of committing theft inside the branch.
9. The PSA shall ensure that the PSA's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
10. PSA shall provide the names of PSA's Employees to the branch/office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's Employees deployed at First Party's premises from time to time along with their latest photographs, thumb impression & signatures.
11. The PSA shall ensure that the PSA's Employees function under general directions of Branch Manager / Authorised Official and perform duty according to the duties given in the Annexure to this Agreement. The PSA shall also ensure that the PSA's Employees deployed at branch/office/ATM have read & understood their duties.
12. The PSA will provide PSA's Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name Tab, baton, whistle etc) as and when required.
13. Before deployment of their employees, the PSA shall arrange for verification of antecedents of all the PSA's Employees by the police and such verification Certificates shall be submitted to the First Party before deployment of Security Guards or their relievers.

14. PSA's Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases. Wherever required by the First Party, the PSA will provide literate PSA's Employees to perform the assigned duty efficiently.
15. The PSA will change the PSA's Employee immediately on instructions from the First Party if the performance of that particular PSA's Employee is not acceptable or found physically/medically unfit and the decision of the First Party is final in this regard.
16. The PSA shall ensure that the PSA's Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The PSA's Employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during the duty hours.
17. The PSA shall ensure that no familiarity develops between the PSA's Employees and the First Party staff. Further, the PSA shall ensure that the PSA's Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.
18. The Security Supervisor from PSA shall report to the concerned branch/officer in-charge/official at least once a week for the purpose of briefing /debriefing. He must carryout checking of guards wherever deployed for alertness on regular basis as instructed by Branch/Office. First party will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the PSA.
19. The PSA shall ensure that at no point of time during the prescribed duty hours, the PSA's Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents.
20. PSA shall maintain duty register for each PSA's Employees and get the register checked by the Bank's branch/office daily, along with timings. In case a PSA's Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the PSA.
21. The PSA shall maintain upto-date record of PSA's Employees as per the Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of PSA's Employees and shall produce these records for verification as when demanded by the First Party.
22. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.
23. PSA shall alone decide and be responsible for the leave or absence of the PSA's Employees and First party shall not in any way be responsible for sanction of leave, etc. to the PSA's Employees.
24. PSA shall maintain proper records /details of the PSA's Employees deployed in the branch/office/ATM of First Party. It shall submit monthly bills to the branch/office giving

details of the PSA's Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the PSA by the Bank's branch/office, where

the PSA's Employees are deployed on a monthly basis by a crossed cheque drawn in favour of PSA within seven days of receipt of the relevant bill from the PSA. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the PSA within seven days from the date of resolving the discrepancy by the PSA.

25. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues to PSA's Employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's Employees and First party will not undertake any liability in relation to such matters.
26. The PSA's Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a permanent employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.
27. PSA hereby undertakes to ensure payment of wages to its PSA's Employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
28. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the PSA alone and the First Party shall not be liable to pay any excess amount other than the difference between the revised Basic Pay, VDA and the resultant difference in statutory dues, i.e., EPF, Gratuity, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in Service Tax.
29. The PSA shall pay the monthly wages to PSA's Employees deployed with the First Party by crediting the Savings Bank Account of the PSA's Employees with any bank.
30. PSA shall submit printed receipts for all the payments received from First Party. The PSA shall also furnish the proof of having paid the wages to the PSA's Employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non-payment of monthly wages by the PSA to the PSA's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of PSA's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the PSA thereafter.
31. First Party shall not make any direct payment of whatsoever nature to the PSA's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's Employees.
32. PSA shall also ensure that the PSA's Employees do have their own arrangements for their food and beverages.
33. In case of any injury/death of any staff member of First Party or a public member because of firing of weapon of the PSA's Employees for any reason, PSA shall be liable to pay

compensation as deemed necessary and become payable to the injured/deceased or their legal claimants.

34. In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by PSA's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the PSA and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of Demand by the First Party and upon failure of the PSA to do so, the First Party shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are wiped off.
35. In the event of theft, pilferage, damage to property of the First Party or any other loss, the First Party shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of the bank, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA's employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the First Party and the PSA are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to First Party within a month of demand and upon failure of the PSA to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to invoke the Bank Guarantee in favour of the First Party submitted by the PSA or to adjust the monthly bills payable by the First Party to the PSA towards the amounts payable by the PSA till the entire dues are wiped off.
36. Neither the PSA nor any of the PSA's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA's Employees while on duty.
37. The PSA's Employees deployed for the security of the branch/office/ATM as per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and the PSA's Employees. PSA shall also make it clear to PSA's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.
38. In return for a fixed sum/rates, the PSA shall at its own risk & cost provide services of PSA's Employees as per the requirement of the First Party purely on Contractual basis.
39. PSA undertakes to submit a copy of licence from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in offices/ATMs of First Party before deploying their employees with the First Party.
40. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA's Employees.

41. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.
42. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the PSA or even otherwise.
43. The First Party as well as the Reserve Bank of India shall have the right to access all books, records and information relevant to the PSA's employees deployed with the First Party and shall have the right to cause an inspection on the PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.
44. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if a need arises.
45. The PSA shall not sub-contract the security guards'/armed guards' services provided to the First Party to any third party without the prior approval of the First party.
46. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this Agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.
47. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. _____ for each Armed Guard / Rs. _____ for each Security Guard (inclusive of all taxes/rates/charges) and after deducting TDS (if applicable) to PSA for each completed month of services or pro-rata there of.

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

For BANK (with seal)
(First Party)

For Private Security Agency (with seal)
(Second Party)

WITNESS: Name:
Address:

WITNESS: Name:
Address:

Annexure -II

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

To.
 The Deputy General Manager,
 Union Bank of India
 Regional Office,
 III rd Floor, LIC Investment Building,
 Behind LIC Office, Pandri
 Raipur (Chhattisgarh) - 492001

Dear Sir,

Sub: Your RFP for Providing watchmen and armed guards in ATMs and Branches

With reference to your tender notice published in News papers on 16.05.13 and the RFP published in your website with effect from 16.05.13, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for **Providing watchmen and armed guards in ATMs and Branches** respectively as detailed in your above referred RFP.

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

We further confirm that the offer is in conformity with all the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for 90 days from the last date for submission of the offer.

We hereby undertake to accept that Earnest Money Deposit of Rs. 1.00 lacs will be kept as security till the time we are providing watchmen and armed guards to your bank.

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

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

Details	Tender Document fees	Earnest Money Deposit
DD No.		
Date		
Name of the issuing bank		
Name of the branch		
Amount		

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

Annexure - III**FORMAT OF APPLICATION FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES**

1.	Name of the Organisation/ PSA	
2.	Address & contact Numbers	
3.	No. of Supervisors / Office staff available in each office in Madhya Pradesh, their Addresses & contact numbers.	
4.	Year of establishment (submit proof)	
5.	Status of the firm (whether Pvt Ltd company/ Public Ltd. Company/ partnership firm)	
6.	Names of Directors/ Partners	
7.	Whether registered with registrar of compnies/ firms - mention number and date with proof	
8.	Whether registered for sales tax - mention number and date. Also furnish copies of sales tax clearance certificates	
9.	Whether registered for service tax - mention number and date. Also furnish copies of sales tax number allotted	
10.	Whether assessee of Income tax. Mention PAN , furnish copy of last income tax return.	
11.	Whether having certificate from EPF Organisation, attach proof	
12.	Whether having certificate from ESI Corporation , attach proof	
13.	Whether complying with the applicable minimum wages of Madhya	

	Pradesh as per Act.Proof to be attached.	
14.	Whether registered under Private Security Regulation Act-2005 for state, for one/ few districts, attach proof along with fee deposited.	
15.	Name and Address of Bankers	
16.	Whether able to provide watchmen/ guards at all locations in MP including rural branches.	
17.	Whether empanelled with other Government organizations/ Public sector banks/ Pvt companies/ Pvt banks in State of Madhya Pradesh. If so give names of organizations with No. of watchmen (un -armed), armed Guards (armed) deployed with locations, contact person in that organization and telephone Nos.	

18. Any other information you wish to include:

Signature:

Name:

Designation:

Affix Company seal

DECLARATION

1. I / We have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and Union Bank of India on the basis of the information given by me/us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of Union Bank of India in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation & seal of the Company

Annexure- IV**Payment Details**

Sr. No.	Payment Details	Percentage on Sr. No.1	Security Guards (without Arms) ex-serviceman / ex- para military Category			Security Guards (with Arms) ex-serviceman / ex- para military Category		
			Area A	Area B	Area C	Area A	Area B	Area C
1	Basic plus Variable Dearness Allowance(VDA)	N.A						
2	Employees Provident Fund (EPF)							
3	Gratuity (if payable as per rules)							
4	Employees State Insurance (ESI)							
5	Employees Deposit Linked Insurance(EDLI)							
5(a)	Admn Charges to PF & EDLI Authority							
6	Bonus(if payable as per rules)							
7	Other Charges, if any							
8	a)							
	b)							
	c)							
	<u>TOTAL</u>							
9	Charges for Weekly Off / Approved Holidays							
10	<u>Total Cost Per Head</u>							
11	Service Charge							
12	<u>Sum Total</u>							
13	Service Tax applicable							
14	<u>Final Cost to the Bank</u>							

Stamp of Company/ firm

Authorised Signatory

Name :

Designation:

Date:

Notes: Pertains to Annexure-IV

1. Payment details at Serial Numbers 1-6 & Serial No.13 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue.
2. Basic & VDA (Srl. No.1) should conform to the minimum wages fixed and revised from time to time, by the Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. **Where both Central and State Governments have fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable. However the financial bids should be quoted for both Central and State rates separately as per annexure IV & V.**
3. The areas 'A', 'B' & 'C' shall be as per Notification issued, and revised from time to time, by the Ministry of Labour & Employment, Government of India.
4. **Minimum service charges @12% should be adhered to by Private Security Agencies.**

Annexure- V**Payment Details**

Sr. No.	Payment Details	Percentage on Sr. No.1	Security Guards (without Arms) Civilians category			Security Guards (with Arms) Civilians category		
			Area A	Area B	Area C	Area A	Area B	Area C
1	Basic plus Variable Dearness Allowance(VDA)	N.A						
2	Employees Provident Fund (EPF)							
3	Gratuity (if payable as per rules)							
4	Employees State Insurance (ESI)							
5	Employees Deposit Linked Insurance(EDLI)							
5(a)	Admn Charges to PF & EDLI Authority							
6	Bonus (if payable as per rules)							
7	Other Charges, if any							
8	a)							
	b)							
	c)							
	<u>TOTAL</u>							
9	Charges for Weekly Off / Approved Holidays							
10	<u>Total Cost Per Head</u>							
11	Service Charge							
12	<u>Sum Total</u>							
13	Service Tax applicable							
14	<u>Final Cost to the Bank</u>							

Stamp of Company/ firm

Authorised Signatory

Name :

Designation:

Date:

Notes: Pertain to Annexure -V

1. Payment details at Serial Numbers 1-6 & Serial No.13 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue.
2. Basic & VDA (Srl. No.1) should conform to the minimum wages fixed and revised from time to time, by the Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. **Where both Central and State Governments have fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable. However the financial bids should be quoted for both Central and State rates separately as per annexure IV & V.**
3. The areas 'A', 'B' & 'C' shall be as per Notification issued, and revised from time to time, by the Ministry of Labour & Employment, Government of India.
4. **Minimum service charges @12% should be adhered to by Private Security Agencies.**