

Request for Proposal (RFP)
For
Outsourcing of Security Services of Un-armed Guards for
Offices/Branches of Maharashtra Gramin Bank

COST OF TENDER DOCUMENT: RS. 1000/-



MAHARASHTRA GRAMIN BANK, HEAD OFFICE,
PLOT NO. 42, GAT NO. 33 (PART),
VILLAGE GOLWADI, GROWTH CENTER,
IN WALUJ MAHANAGAR IV
OF CIDCO, AURANGABAD, 431136

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**Request for Proposal for
Outsourcing Security Services of Un-armed Guards**

Maharashtra Gramin Bank, Head Office, Aurangabad, invites applications in the prescribed format for offers in two-bid system from Registered Private Security Agencies (PSA) (Registered Companies or Registered Partnership Firms) having their own office in Maharashtra State and providing services of Un-armed Security Guards in Branches/Offices under Head Office, Aurangabad. For period of two years with a provision of renewal every year based on performance and discipline and it will be sole discretion of Bank to renew the contract.

RFP Forms can be downloaded from bank's website www.mahagramin.co.in tender or and can be submitted along with the Techno-commercial Offer on payment of **Rupees 1000/-** (Non-Refundable) by way of Demand Draft / Pay Order favoring '**Maharashtra Gramin Bank**' payable at Aurangabad.

Date of commencement of issue of RFP	26.02.2021
Last date of submission pre bid queries	05.03.2021 at 03:00 PM
Pre Bid meeting	09.03.2021 at 03:30 PM
Last date for submission of RFP	19.03.2021 by 03:00 PM
Opening of Techno-commercial Offer	19.03.2021 by 03:30 PM
Estimated cost of Work	Rs.60,00,000/- Per annum

Price Bids will be opened only of those PSAs whose tenders will be found technically qualified.

Offers from firms not having their own offices in states of Maharashtra as the case may be, 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.

Only two person per tender/ firm will be allowed to participate in Pre bid meeting/ Submission of Tender/ Opening of tenders or any work related to tender. Bidders are requested to send not more than two persons per bid for all activities related to tender.

Bidders are requested to follow all other precautionary government guidelines on COVID- 19 while visiting Bank/ Office in connection with the tender.

1. SCOPE OF THE WORK

Maharashtra Gramin Bank is a Regional Rural Bank operating in Maharashtra having Head Office at Aurangabad. The Bank comprises of total 17 districts of Maharashtra state and spread over wide geographical area. The requirements of Security Guards (Un-armed) pertain to the entire specified area. The deployment of Security Guards may be done in branches/offices of Maharashtra Gramin Bank as per the requirements. Work order for deployment of Guards will be placed from Head Office and the PSAs have to undergo an agreement with Head Office as per annexure VI.

As per present requirements of the bank, the total security guard requirements will be **approx 22 Un-armed guards** however the requirements may vary as per situations and bank guidelines during the **period of contract i.e. two years**. The decision of the Bank in this regard will be final.

2. TERMS & CONDITIONS

- 2.1 Deployment of Security Guards (Un-armed) will be done by the Head Office as per their Requirements.
- 2.2 Deployment of Security Guards is to be completed within a period of **fifteen days** commencing from the date of acceptance of the offer by the Bank. If the PSA fails to deploy Security Guards within given time, the offer shall be given to the other PSA.
- 2.3 All format of documents/Annexure mentioned in this RFP are final and not open to any modification.
- 2.4 Any delay in deployment over the stipulated period will attract penalty of **5%** of the total monthly payment for each day of delay, subject to maximum of the monthly payment of PSA per branch for the delay.
- 2.5 The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the PSAs or from the Bank Guarantee/ Security Deposit or EMD.
- 2.6 The job of deploying Security guards in branches/offices in the Region will be given only to those Private Security Agencies, who fulfills all criteria mentioned in this document.
- 2.7 If any of the shortlisted PSAs is unable to fulfill the orders within the stipulated period, Bank will have all the rights to allot those unfulfilled orders to other shortlisted PSAs after giving 7-days notice to the defaulting PSA.
- 2.8 If on receiving the order agency is not able to provide the guards in time, penalty charges as mentioned above will be charged maximum for two times. The further orders will be given to other security agencies. Similarly if the agency at any time is not able to provide the proof of statutory obligations like PF, ESI etc, the services of Agency will be immediately terminated. Proofs of statutory obligations like PF, ESI etc are to be submitted on monthly basis or as and when sought.

3. ELIGIBILITY CRITERIA FOR EMPANELMENT

For empanelment of Private Security Agencies (PSA), PSAs shall submit all relevant proof documents along with the Tender. PSAs not conforming to any of the parameters as on last date for submission of bids will not qualify for empanelment or short listing. Following is the list of eligibility criteria for PSA:-

- 3.1 PSAs should be either a registered company or registered partnership firm reputed for providing security guards' services since last **five years or more** (Proof document- valid Registration Certificate of ROC for Registered companies/registered partnership deed for partnership firm. The document should substantiate existence of the company/firm for five years or more).
- 3.2 PSAs should have obtained a **license** in accordance with section 4 & 7 of the **Private Security Regulation Act 2005** (Proof documents- Valid PSARA License for the Maharashtra State). The license should be valid for the Maharashtra state & not for a particular district. The license should remain valid through the period of contract. At any point of time, if the PSARA license remains invalid for more than 3 months, Bank reserves all rights to cancel the contract. Renewal slip or any other correspondence in this regard will not be considered for PSARA validity. The applicability of PSARA in this tender shall be for Maharashtra state. Further PSAs should not violate provisions of the various act include their amendments as mentioned in section 13(1) (j) of PSRA 2005 and their amendments.
- 3.3 PSAs should have Registration under **Shops & Establishments Act** applicable in the state (Proof document- valid Registration Certificate for the offices in the Maharashtra State).
- 3.4 PSAs should have valid Registration with **ESI Corporation** under ESI Act and should have been allotted with a code number by the ESIC (Proof Document – valid Registration Certificate with Code number from ESIC).
- 3.5 PSAs should have a valid Registration with **EPFO** under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been allotted Registration number (Proof document valid Registration Certificate with Registration number of EPFO).
- 3.6 PSAs should have **Income Tax PAN** and should be submitting IT returns for last three years (Proof documents – Copy of valid PAN Card and IT Return Acknowledgement copy for last three years).
- 3.7 PSA should have a Registration for **GST** and should have been allotted with Registration number (Proof document- Valid Registration Certificate with GSTIN).
- 3.8 PSA should have minimum **three years experience** of providing Security Guard's services **to Public/ Private Sector banks** (Proof documents- work orders from banks substantiating providing services since last three years).
- 3.9 PSAs should have Audited Balance Sheets and Profit & Loss statement for the past three financial years. The average turnover of the PSA in the last three years should not be less than **Rs. Two Crore** (Proof documents- Audited Balance Sheet and P & L statement for each of the last three financial years).

- 3.10 PSA should be in profit in the last three financial years (proof documents, Audited Balance sheet and P & L statement for each of the last three financial years).
- 3.11 PSAs should have their own infrastructure for training practice of their Security guards. Otherwise tie-up arrangement with PSARA registered training establishments provided if, PSARA applicable in the State(s) permits such tie-up arrangement for training (Proof documents- Registration Certificate of training establishment under Shops and Establishments Act for own training facility/documents substantiating tie-up arrangement with PSARA registered training establishment).
- 3.12 PSA should have at least one of its offices with landline telephone & email facility within the State and that office should be physically manned during the office hours on all working days (Proof Documents – Registration of the office under Shops & Establishment Act applicable in the State, latest landline telephone bill, muster roll/attendance record of the office staff).
- 3.13 PSA shall not be owned or controlled by any director or officer/employee of the **Maharashtra Gramin Bank** or their relatives having the same meaning as assigned under Section 6 of the Companies Act 1956 (Proof document- Self declaration by the Director/Partner substantiating the criteria).
- 3.14 PSA should be complying with **Minimum Wages Act 1948** and amendments there to (Proof documents – Copies of Salary slips not older than two months issued to Security Guards (Un-armed) deployed in area A, B & C of any principal employer).
- 3.15 PSA should be remitting EPF contributions on-line (Proof documents – Copy of Electronic Challan-Cum-Return (ECR) for same wage months & for same Security Guards (Un-armed) for whom salary slips are submitted as per Para 3.14 above).
- 3.16 PSA should be remitting ESI contributions on-line (Proof documents – Copy of electronic Contribution History Sheet (CHS) for same wage months & for same Security Guards (Un-armed) for whom salary slips are submitted as per Para 3.14 above).
- 3.17 PSA should be remitting net salary to security guards Bank Account (Proof documents – Copy of security guards Bank Account passbook/statement indicating credit of the net salary for same wage months & for same Security Guards (Un-armed) for whom salary slips are submitted as per 3.14 above).
- 3.18 If the Director/Partner of the PSA/firm is convicted by any Court/Competent authority OR being facing criminal proceedings under the law of the land, Bank reserves all rights to reject offer from such PSA/Firm. Affidavit in this regard is to be submitted by the Director/Partner as per **Annexure V**. The annexure should be signed by Director/ all Partners only. Annexure signed other than Director/Partners will not be entertained under any circumstances. Failure to submit Annexure as per given format will disqualify for the bid. Annexure signed by Authorized signatory will not be considered valid.
- 3.19 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.

- 3.20 PSAs should have on its roles minimum **50 Security Guards**. (Attach Proof for confirmation)
- 3.21 PSAs should submit **Solvency certificate of Rs 10, 00,000/- (Rupees Ten Lakh only.)**
- 3.22 PSA should be DGR empanelled and relevant documents should be provided for authenticity. **Priority will be given to DGR Empanelled Agency. (In case, if no suitable DGR empanelled agency is found, we will go for Non DGR empanelled agency from the same tender only & no fresh notification will be issued for the same).**
- 3.23 PSAs should submit ISO 9001-2008 certificate.
- 3.24 PSAs should furnish details about their firm as per profile at (**Annexure-II**)

4. QUALITATIVE REQUIREMENTS (QR) FOR SECURITY GUARDS (UN-ARMED)

The Guards should confirm to the following norms:-

- 4.1 Preference will be given to the security guard having 2yrs.of experience, physically strong, stout and well built.
- 4.2 Age should not be above 50 years of guards at the time of first deployment.
- 4.3 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).
- 4.4 The outsourced un-armed guard should have his own Stick (Danda).
- 4.5 The duty of the Security Guard will to keep a watch over persons visiting the premises where ever deployed/ protecting the area of premises.
- 4.6 Security Guard (Un-armed) should perform their duty for eight hours per shift per location. Weekly off will be after every six working days. PSA has to arrange for reliever of Security guards in case of absence of guard/s. If the Agency is unable to provide the reliever, the wages will be deducted for that number of days. If this absenteeism continues for more than a week. The work will be given to other agency.
- 4.7 The security guard should perform duty at bank Head Office for 24x7 with eight hours shift for all days and at branches as per working hours.
- 4.8 Security Guard (Un-armed) shall perform duty in proper uniform and should be in possession of photo-identity card provided to them by their employer i.e., the PSA.
- 4.9 The place of duty for the Security Guard in the branch should be generally at the entrance or at a vantage point. The guard should not been seen sitting during the business hours.
- 4.10 The services of Security Guard may be utilized for escorting cash remittances.
- 4.11 Selected PSA has to submit monthly compliance data as Wage sheet, Wage slip, copy of ECR of EPF subscription, ESI subscription and other concerned data pertaining to compliance of Minimum wages law and other obligations, as and when asked at a place

decided by the Bank. If the PSA fails to produce asked data within stipulated time or the time extended by the bank, It will be considered as breach of contract and the PSA shall be de-pannelled from Maharashtra Gramin Bank.

- 4.12 PSA shall be bound to follow all obligations pertaining to compliance of Labour Laws as and when applicable as per notifications issued vide Govt of India, Ministry of Labour and employment or other enforcement agencies/departments.
- 4.13 PSA will ensure that Security Guards deployed in branches/offices will open saving bank account with the Maharashtra Gramin Bank branch. Payment to Guard by the PSA will be made only through Maharashtra Gramin Bank account. PSA will not pay salary of Guard in cash/cheque/DD or any other similar kind of modes. If the PSA will not comply with this criterion, payment to PSAs will not be released by the bank.
- 4.14 Bank is not liable to pay any extra cost except wages of security guard deployed in bank branches/ offices in any circumstances. Decision of the bank in this regard will be final.
- 4.15 Uniform and liveries shall be supplied by the agency for their Security Guards on duty. There shouldn't be any deviation in the uniform details as submitted in technical tender. The Uniform should not have resemblance with any uniform used by Security forces/ Para military or police.

5. TWO BID SYSTEM OFFER

- 5.1 The tenders shall be submitted in two sealed envelopes. The envelope No. 1 shall be marked as "**Techno-commercial Offer for Security Guards Services for Branches/Offices of Maharashtra Gramin Bank**" shall contain pre-qualification application and necessary documents / credentials, tender document and Earnest money deposit as per **Para 7** and Non-refundable DD/Pay order of Rupees **1000/-** as Tender money in the form of DD/Pay order issued by a scheduled commercial bank (other than Maharashtra Gramin Bank) favoring '**Maharashtra Gramin Bank**' and payable at **Aurangabad**.
- 5.2 The envelope No. 2 shall be marked as "**Price Bid for Security Guards Services for Branches/Offices of Maharashtra Gramin Bank**" as per format placed at **Annexure –IV** and shall be as per latest notification of Govt. of India, Ministry of Labor & Employment, Office of the Chief Labor Commissioner(C) New Delhi.
- 5.3 Both the envelope 1 and envelope 2 be sealed into a bigger envelope and should be super scribed with "**Offer for Security Guards Services for Branches/Offices of Maharashtra Gramin Bank**" and should be submitted to Chief General Manager, Maharashtra Gramin Bank, Head Office, Aurangabad by due date. Details of Firm viz Name, contact person, contact number, email id etc be mentioned on the cover of all three envelopes.
- 5.4 The bidder must use only the tender forms/formats given in this tender document for the purpose to fill in the rates. Tender, which will not be submitted in given format or by any other mode shall be summarily rejected.

- 5.5 Bidders are advised not to make any alteration/modification in the tender documents, Item of work or in any respect whatsoever. Violation of this requirement will make the tender liable for rejection.
- 5.6 In case of postal delivery, the Bidder has to ensure that tender is reached before the due date and time. The bank will not be responsible for damage in the transit and delay of receipt of tender, if any or sent by a special messenger. Tender received late shall be rejected.
- 5.7 Bidder should note that correct address/telephone numbers/email ids should be given in Technical Bid. Bank reserves all rights to choose any of the above mentioned means of communication for communication with bidders.
- 5.8 Following data of the bidder should be super scribed on Sealed Bid:-
- Name of Firm:-
 - Contact Person:-
 - Contact numbers:-
 - Email ID:-
 - Address of the Firm:-
 - Details of Tender money:-
 - Details of EMD:-

6. TENDER COST

Cost of participating in tender is Rupees **1000/-** (non-refundable) and should be submitted along with Technical Bids in the form of DD/Pay order issued by a scheduled commercial bank (other than Maharashtra Gramin Bank), favoring '**Maharashtra Gramin Bank**' payable at **Aurangabad**.

7. EARNEST MONEY DEPOSIT

Earnest Money Deposit of **Rs.10,000/- (Rupees Ten Thousand only)**, in the form of a demand draft/pay order issued by a scheduled commercial bank (other than Maharashtra Gramin Bank) favoring '**Maharashtra Gramin Bank**', payable at **Aurangabad** must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the PSA refuses to accept any contract or having accepted the contract, 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 PSAs. The Earnest money paid by the successful PSAs will be released only after six months of satisfactory deployment of required number of Security Guards.

8. EXEMPTION FOR MSME/NSIC REGISTERED BIDDERS

In case of bidders registered with MSME/NSIC, they are eligible for waiver of EMD and Tender cost as per government guidelines. For claiming exemption under this scheme, Bidder needs to submit valid MSME/NSIC Certificate clearly mentioning that they are registered with

MSME/NSIC under single point registration scheme. Original MSME/NSIC certificate should be produced during opening of Technical bids for validation of the same.

9. PRE BID QUERIES AND CLARIFICATION TO TENDER

9.1 The PSA should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required.

9.2 The PSA in all such cases may seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender in the following format and send it to following email IDs.

Sr No	Tender Clause No	Page No	Query

The details of Email ID:

- 1) cmstaff@mahagramin.co.in
- 2) mgbhrd@mahagramin.co.in

9.3 The Bank will consolidate all the queries and discussions during the pre-bid meeting or in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the PSA/ bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the PSAs. Non-reply to the queries raised by any of the PSAs shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the PSA as reflected in the query has been accepted by the Bank.

10. TECHNO-COMMERCIAL OFFER (TO)

The Technical Bid Offer (TO) should be complete in all respects and contains 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 Technical Bid Offer should comprise of the following:

- 10.1 Covering letter on the prescribed format Annexure I.
- 10.2 DD/Pay Order for **Rs.1000/-**i.e., Cost of RFP Forms.
- 10.3 Earnest Money Deposit of **Rs.10,000/-**.
- 10.4 Annexure I to Annexure V with all supporting documents.
- 10.5 All other supporting documents in respect of Annexure VIII.

11. PRICE BID

Price bids will be opened for only those bidders who qualify all technical criteria (including physical verification of office address) as per this document. Bidders should ensure to give correct address/email id/Landline numbers/Mobile numbers etc in Technical bid. Bank reserves all rights to inform bidders through any of the mentioned mode of correspondences. No complaint on this

account will be entertained under any circumstances. Information on date of opening of Price bids will be conveyed separately to all those bidders who qualify in the technical bid. Price bids will be opened in presence of Bidders/authorized representatives.

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

12. PRICECOMPOSITION

Monthly Rates per un-armed security guards will be given in the format **Annexure-IV**. Rates applicable on the date of issue of this tender should be quoted.

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.

13. NO ERASURES OR ALTERATIONS

Details must be completely filled up. Corrections or alterations, if any should be authenticated. No request for alterations/erasures will be entertained after submission of Bids under any circumstances.

14. SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

Before entering into an agreement the selected PSAs should submit a Security Deposit/Bank Guarantee to Head Office of an amount of **Rs.6,00,000/- (Rupees Six Lakh)** in favor of Maharashtra Gramin Bank and valid for a period of 30 months from the date of award of first two year contract and upon each renewal of the contract. The Performance Bank Guarantee should be issued by a scheduled commercial bank other than Maharashtra Gramin Bank and should be favouring Maharashtra Gramin Bank, payable at Aurangabad. (**Annexure- VII**).

15. AGREEMENT BETWEEN THE PSA AND THE BANK

The successful PSAs shall execute an Agreement at their cost with Maharashtra Gramin Bank, Head Office, Aurangabad on Stamp Paper (admissible stamp duty as per government norms) and 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.

16. EVALUATIONPROCESS

The Offers (tenders) shall be evaluated in stages given below:

16.1 Stage -I

- 16.1.1 Technical bids from bidders not accompanied with Demand Draft/pay order for cost of RFP and Demand Draft for EMD shall be summarily rejected except for PSAs claiming exemption on Cost of RFP & EMD who are registered with MSME/National Small Industries Corporation (NSIC) provided proof document for registration is submitted.
- 16.1.2 The registration with MSME/NSIC of PSAs claiming exemption shall be verified with MSME/NSIC based on the original proof documents and if found ineligible for such exemption, the tender of such PSAs shall be summarily rejected.

16.2 Stage-II

- 16.2.1 Bidders qualifying Stage-I shall be evaluated against the stipulated minimum eligibility criteria purely based on proof documents submitted. Proof documents submitted along with the Tender shall be considered as the final & conclusive proof and the Bank shall not call for any further documents.
- 16.2.2 A comparative chart capturing information on compliance of minimum eligibility criteria as per proof documents shall be prepared and evaluated.
- 16.2.3 Offers not complying or adhering with any of the minimum eligibility criteria or not submitting proof documents shall not qualify this stage.

16.3 Stage-III

- 16.3.1 Veracity of documents/facts of Bidders qualifying Stage-II will be further evaluated/ verified through site visits to the offices/training establishments/tie-up arrangements of the bidders.
- 16.3.2 Feedback from reference sites as indicated in the tender document by the bidders shall be obtained in writing and evaluated.
- 16.3.3 A comparative chart shall be prepared to capture the details of verification carried out during site visit & feedback obtained from reference site.
- 16.3.4 Bidders with unsatisfactory feedback from reference sites or documents/facts not found in order on verification as per stipulated criteria or Labour Acts/Rules applicable shall not qualify this stage.
- 16.3.5 Bidders qualifying this stage shall become eligible for providing security services for two years. PSAs qualifying this stage be informed accordingly.

16.4 Stage-IV

- 16.4.1 Price bids of only eligible bidders shall be opened in presence of the bidders or their authorized representatives at the given date & time.
- 16.4.2 Price bids of bidders shall be evaluated and price bids found below the sum of latest rate of minimum wages and other statutory contributions/payments shall be disqualified. L1 price bid(s) shall be decided from qualifying price bids. Any

relievers and leave reserve for deploying the personnel should be included in the rate for such personnel and would not be separately payable.

17. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

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

18. OPENING OF OFFERS

Technical Bid offers will be opened at Maharashtra Gramin Bank, Head Office, Aurangabad at 3:30 pm on 19.03.2021 in presence of Bidders / their representatives. No separate intimation will be sent in this regard to the bidders for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present.

19. ORDER CANCELLATION

19.1 If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or the extended date communicated by the Bank, the Bank reserves all rights to cancel the order and forfeit the Earnest Money Deposit.

19.2 During contract period if the PSA violates either terms and conditions mentioned in RFP or the agreement given in annexure VI first party will have the right to cancel the contract with 30 days notice period.

20. CHARACTER & ANTECEDENT VERIFICATION

Before deployment of their deploy Security Guard (Un-armed), the PSAs should arrange for verification of the antecedents of the guards by the police and such valid police verification certificate by the police should be submitted by the PSAs to the Bank before deployment of the guards.

21. PAYMENTS TO THE PSAs

No Advance amount will be paid to the PSA. Monthly payment to the PSAs shall be made by the bank Head Office, adhering to the following:

21.1 Payment shall be made to the PSA's Bank Account through online/NEFT/RTGS mode only as per the rate approved by Bank on production of monthly bill every month.

21.2 The monthly bill should indicate monthly rate, number of Security Guard (Un-armed) deployed, total monthly charges and applicable GST separately and their Bank account & GST details. The bill should be submitted along with following documents:-

- a) Monthly attendance record of guards deployed.

- b) Previous month's wage slip, ECR for EPF, CHS for ESI and guard's Bank Account statement/passbook copy indicating credit of net salary of previous month for the guards deployed.

22. COMPLIANCE WITH CONTRACT LABOUR ACT

The selected PSAs shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules made thereof as applicable to them. If it comes to notice of Bank/branch that the PSA is not complying with any of the Labour Law, Banks reserves all rights to terminate the contract by giving 30 days notice. Authorized Signatory of the PSA shall submit an Affidavit on non judicial stamp paper of admissible amount as per **Annexure V**.

23. RIGHT TO ALTER QUANTITIES & REPEAT ORDER

The Bank reserves all rights to either reduce or increase the no of security Guards to be deployed in bank/branches as per their requirements. The Bank reserves the right to alter the order/orders.

24. For further clarifications if any, you may contact the following address

Chief Manager,

HRD Department,.

Maharashtra Gramin Bank, Head Office: Aurangabad.

Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO Aurangabad 431136.

(Near Disha Sanskruti, Behind Golden City Hospital, Paithan Road)

Telephone no: (0240) 6650215 to 30

25. GOVERNING LAW AND DISPUTES

Any dispute will be subject to the exclusive jurisdiction of the courts at Aurangabad only.

Registered Companies and Partnership Firms interested in our proposal for deployment of Security Guards (Un-armed) conforming to the aforesaid terms and conditions may send their offers to our Head Office, Aurangabad on the below mentioned address, latest by the last date & time for submission of offers.

The Chief General Manager,

Maharashtra Gramin Bank, Head Office: Aurangabad

Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO, Aurangabad 431136.

(Near Disha Sanskruti, Behind Golden City Hospital, Paithan Road)

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Chief General Manager

(Letter to the Bank on the PSA letter head)

To
Chief General Manager,
Maharashtra Gramin Bank,
Head Office: Aurangabad.

Dear Sir,

Sub: Your RFP For Deployment of Un-armed 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.

- 1) I/We confirm that we have not been disqualified by any PSUs for deployment of Security Guards.
- 2) I/We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.
- 3) I/We hereby confirm that we have read the terms and conditions given in this RFP and agree to them fully.
- 4) I/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.
- 5) I/We enclose herewith a Demand Draft/Pay Order of **Rs. 1,000/- (Rupees One Thousand only)** favoring Maharashtra Gramin Bank and payable at Aurangabad, towards **Cost of RFP form**, details of the same areas under:

Demand Draft/Pay Order No.:

Date of Demand Draft/Pay Order:

Name of Issuing Bank & Branch:

- 6) I/We enclose herewith a Demand Draft/Pay Order of **Rs.10,000/- (Rupees Ten Thousand only)** favoring Maharashtra Gramin Bank and payable at Aurangabad, towards **Earnest Money Deposit**, details of the same areas under:

Demand Draft/Pay Order No.:

Date of Demand Draft/Pay Order:

Name of Issuing Bank & Branch:

- 7) I / We agree that the decision of Maharashtra Gramin Bank, Head Office, Aurangabad in selection of PSAs will be final and binding to me / us.
- 8) All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
- 9) 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.
- 10) I/We (Proprietor/ all partners) are not convicted or facing any criminal proceedings in Court/ competent authority under Law of the land.
- 11) 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 Maharashtra Gramin Bank 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.

Yours faithfully,

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

PSA PROFILE

01.	Name of the Organization and Address	
02.	Year of Establishment (Submit proof):	
03.	Status of the firm (Submit proof): (Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm)	
04.	Name of the Chairman/ Managing Director/CEO/Country Head (as the case maybe):	
05.	Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.	
06.	Name and address of Bankers (Submit proof):	i) ii) iii)
07.	Turnover of the Company/Firm in 2017-18, 2018-19, 2019-20 (Please attach a copy of audited Balance Sheet and Profit & Loss Account for the Years 2017-18, 2018-19, and 2019-20 as proof documents)	2017-18: 2018-19: 2019-20:
08.	Whether registered for Service Tax purposes. If so, mention number and date. (Submit proof):	
09.	DGR Registration details & validity (if registered with DGR) :-	
10.	Whether an assessed of Income Tax. If so, mention Permanent Account Number (PAN). Furnish copies of Income tax clearance certificate.	
11.	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:-	
12.	What are your core area of activities? Mention the fields giving the annual turnover for each field. i)	

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	ii)			
13.	Deployment of Security Guards services since when?			
14.	If you are providing security guards (10 or more) to other corporate bodies and public sector banks, for furnish their names, date of empanelment and number of Security Guards.			
	Corporate Bodies/PSBs	Date of Empanelment	No. of Security Guards	
15.	Furnish the names of renowned organizations, where you are supplying Security Guards services in the last three years:			
	Name of Organization 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)				
16.	Details of Training facility:			
	Location of training facility and details of training imparted (syllabus)		No of Guards trained	Any other training
17.	Details of Security Supervisory Staff			
	Sr. No.	Name	Qualification	Post Held

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 Maharashtra Gramin Bank 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 Maharashtra Gramin Bank, Head Office, Aurangabad, 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

Reference Site Details

01.	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:
	Details of Security Guards deployed in last 3 years (Ref. No., date of order and quantity)	
02.	Name of the company / PSU Bank / Govt Body	
	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)	
03.	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:
	Details of Security Guards deployed in last 3 years (Ref. No., date of order and quantity)	

AUTHORISED SIGNATORY

PRICE COMPOSITION (PRICE BID) (UN-ARMED SECURITY GUARDS)

TO BE QUOTED AS PER GOVERNEMENT OF INDIA MINIMUM WAGES STRUCTURE (per person per month basis in rupees)				
Sr No	Description	Area A	Area B	Area C
(a)	Basic Wages plus Variable Dearness Allowance (VDA)			
(b)	Employees State Insurance (ESI)			
(c)	Employees Provident Fund (EPF)			
(d)	Employees Deposit linked Insurance (EDLI)			
(e)	Administrative Charges on PF & EDLI			
(f)	Total Cost [Sum of (a) to (e)]			
(g)	Service Provider Charges [To be quoted as per person per month basis] (in rupees)			
(h)	Grand Total Cost [Sum of (f) and (g)]			

We hereby confirm that the Basic wages plus VDA/Spl. Allo. Quoted above is not less than the current minimum wages stipulated by the Ministry of Labor and Employment, Government of India and that other mandatory charges, i.e., EPF, ESI, EDLI 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.

The GST on grand Total (Sr. No. h) shall be paid extra as per extant Rules & TDS will be deducted as per extant guidelines.

Date:

Place:

Signature:

Designation:

(Name of the Firm / Agency with office stamp)

AFFIDAVIT

(To be submitted on Non judicial stamp paper and should be duly signed by the Director/s /all Partners only)

I _____ Name of Director/Partners),

s/o _____

Resident of _____

_____ (Permanent Address) is the Owner/Partner/Director of Private Security Agency

M/S _____

The Firm/ Company is registered under Private Security Agencies (Regulation) Act 2005 under State _____ and the license is valid in area _____ till

date _____ (Copy of PSARA license attached). The firm/Company

is in/Not in (tick whichever is applicable) possession of a valid Labour License for provision of watch and ward Casual/Contract Labour from the office of the concerned Labour department in accordance with the Government orders on the subject.

On behalf of the Private Security Agency M/S _____ I

undertake the following:-

- 1) That the payments will be made to all the guards deployed at the Branches/Offices of Maharashtra Gramin Bank as per minimum wages as applicable to the area and as revised from time to time by the Labour department, and as per minimum wages act 1948.
- 2) That Employee's provident fund (EMPLOYER AS WELL AS EMPLOYEE) contribution will be deposited to the concerned authorities as per employees' provident and miscellaneous provision act 1952 in respect of our guards deployed at the branches/offices of Maharashtra Gramin Bank.
- 3) That ESI contribution (on the BASIC+VDA+ALLOWANCES) will be deposited to the concerned authorities as per employees' State insurance act 1948 in respect of our guards deployed at the branches/offices of Maharashtra Gramin Bank.
- 4) Any other statutory payments will be made to all the guards deployed at the Branches/Offices of Maharashtra Gramin Bank as per govt norms.
- 5) That all the guidelines will be followed as stipulated from time to time by Ministry of Labour and Employment.
- 6) That the firm will be solely responsible for any Non compliance to Minimum wages Act 1948 and other Labour laws and rules applicable in the state of Maharashtra.



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- 7) That the firm will be solely responsible for any dispute arising out of the appointment/ termination of services of the security guards deployed in the branches/ offices of our bank.
- 8) That the PSARA license of the firm is valid for the period of contract i.e. from _____ to _____
- 9) That I/We _____
_____ name of Director/ all Partners are not convicted or facing any criminal proceedings in Court/ competent authority under Law of the land.

Date:

Place:

Signature of Director/Partners
With name and Seal

AGREEMENT
PROVIDING/OBTAINING SECURITY GUARD (UN-ARMED) SERVICES

This Agreement is entered at _____ (Place) on the ____ day of _____ between

Maharashtra Gramin Bank,
 Head Office, Aurangabad
 Add: Plot No. 42, Gat No. 33 (Part),
 Village Golwadi, Growth Center,
 in Waluj Mahanagar IV of CIDCO,
 Aurangabad, 431136

Represented by its attorney Shri _____ hereinafter referred to as the First Party

AND

The Private Security Agency(PSA) 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 Second Party for safe guarding its properties and assets.

Whereas the PSA, providing security guards (un-armed) services has agreed to provide 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 and terms & conditions of the RFP.

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 ____ No. of Security Guards possessing the required skill and training shall be deployed at the branches/office (Strike out whichever is not applicable).The PSA's Employees

- shall not be more than 50 years of age at the time of first deployment. The PSAs employees should be physically strong, stout and well built.
- 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, the Rules framed there under and the amendments there to.
 - 4) The PSA shall ensure that all the PSA's Employees are subjected to basic security training & periodic refresher training programme on regular basis at its own cost.
 - 5) The PSA shall ensure that the PSA's Employees who are deployed as Security Guards have undergone security training at least once during the currency of this agreement and submits necessary proof to the First Party.
 - 6) 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.
 - 7) 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, completion of such registration shall be ensured by the PSA before deploying their employees with the first party.
 - 8) The PSA agrees that the duty of the deployed security guard (un-armed) is to keep a watch over persons visiting the branch/office 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.
 - 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 branches/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 & Aadhar Identify Proofs.
 - 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 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) initially and replace the same periodically as and when required. At no point of time the uniform or it liveries should be faded/untidy/torn.
 - 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 Police verification Certificates shall be submitted to the First Party before deployment of Security Guards or their subsequent 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/behavior of that particular PSA's Employee is not acceptable or if found physically/medically unfit and the decision of the First Party will be 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 consume tobacco, alcohol or other intoxicants or be found in an inebriated state or smoking during the duty hours.
- 17) A 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) A Security Supervisor will be detailed by the PSA. Such security supervisor shall report to the concerned branch/officer in-charge/official at least once a week for the purpose of briefing /debriefing. He must carry out 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 supervisory arrangement shall be borne entirely by the PSA at its own end.
- 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 any 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 up to-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, 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 plan, relieve, decide and be responsible for the leave or absence of the PSA's Employees on any grounds 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 of First Party. It shall submit monthly bills to the branch/office by 5th of each month giving details of the PSA's Employees deployed and the payment claimed for each of them.

- 25) All payments under this agreement shall be made to the PSA by the Bank's Head Office on a monthly basis by online credit in favour of PSA within four working 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 four working days from the date of resolving the discrepancy by the PSA.
- 26) PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues for/to PSA's Employees like salary/wages, arrears, overtime, EPF & ESI contributions, compensation or any other claims of whatsoever nature to PSA's Employees and First party will not undertake any liability in relation to such matters.
- 27) 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.
- 28) 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 enactments of Central/State Governments.
- 29) 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.
- 30) Bank is not liable to pay any extra cost except wages of security guard deployed in bank branches/offices in any circumstances. Decision of the bank in this regard will be final.
- 31) 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 Maharashtra Gramin Bank only.
- 32) 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 monthly 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.
- 33) 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.
- 34) PSA shall also ensure that the PSA's Employees do have their own arrangements for their food, beverages and refreshments.
- 35) 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.

- 36) 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 Security Deposit/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 paid/settled off.
- 37) 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.
- 38) The PSA's Employees deployed for the security of the branch/office 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.
- 39) In return for 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.
- 40) 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/branches of First Party before deploying their employees with the First Party.
- 41) 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 to 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.
- 42) 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.
- 43) 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.
- 44) 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.

- 45) 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 and when demanded.
- 46) The PSA shall not sub-contract the security guards' services provided to the First Party to any third party without the prior approval of the First party.
- 47) 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.
- 48) In continuation of the Clause 47 above, if any of the terms / clauses of this agreement remains violated or non-rectified or not adhered to by the PSA for more than one month even after due notice of such violation or non-adherence, the PSA agrees that apart from terminating the Contract, the First Party will have the right to blacklist the PSA for the next five years and to invoke the Security Deposit/ Performance Bank Guarantee and forfeit the entire amount covered by the Security Deposit/ Performance Bank Guarantee as penalty for non-adherence to this agreement / contract.
- 49) In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs._____ for each Security Guard (excluding taxes) and after deducting TDS (if applicable) to the PSA for each completed month of services or prorate thereof.

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.

(Signature)
Authorised Signatory
For BANK (with seal)
(First Party)

(Signature)
Authorised Signatory
For Private Security Agency (with seal)
(Second Party)

Duties of Private Security Guard (Un-Armed) at Branch/Office:

- 1) Security Guard shall perform duty for eight hours at branch as per branch working hours and shall report to the branch 15 minutes prior to duty/shift hours.
- 2) Security Guard shall perform duty for eight hours at Head Office in 24*7 shifts on all days.
- 3) On starting/ending of duty at the Branch/office, the Security Guard shall inform the Branch Manager/Authorised official about the satisfactorily condition and starting/ending of his duty.
- 4) Security Guard shall perform duty only in prescribed uniform provided to him by his employer i.e., PSA.
- 5) Security Guard should not leave the place of duty unless properly relieved during duty hours and after duty hours (at offices).
- 6) Security Guard while performing duty at the office/branch shall keep watch on persons visiting the office/branch and guard against infiltration and against removal of Bank property by any unauthorized person and inform Branch Manager/Authorized Officer of any suspicious movement/activity.
- 7) Security Guards' place of duty shall be generally at the main entrance outside the main door of Branch from where he can keep vigil also. At The Office: Security Guards' place of duty shall be at places identified by the Authorized officer from where he can have an overall view of the area.
- 8) Security Guard shall not permit any Arms & Ammunition inside the branch/office by customers.
- 9) In case anybody leaves behind any bag, suspicious item, etc., Security Guard, on duty, should immediately inform Branch Manager/Authorized Officer or Police.
- 10) In case of any UNREST in the area, Security Guard should close the Rolling Shutter of the branch/Main Gate at office, and inform the Branch Manager/Authorized officials.
- 11) Security Guard should interact with Customers/office visitors/staff with respect and politeness.
- 12) Security Guard should ensure that the branch/office Main Gate is not obscured/blocked by parking vehicles etc. and that parking of Vehicles inside the premises is systematic and no vehicle is parked at unwanted areas/places.
- 13) Security Guard 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.
- 14) Security Guard should report any untoward incident to Branch Manager/Branch officials/Authorized bank official and PSA supervisors immediately.
- 15) Security Guard 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.
- 16) At Office location the Guard shall ensure that there is no misuse of property/equipment by anyone in the premises specially, canteen staff, workers of agencies, etc. and inform authorized official.
- 17) At Office location the Guard shall ensure that only desired electrical lights in the periphery and inside are kept on during night time and put off during day time
- 18) Security Guard shall perform security related duties only and shall not involve in any other banking operations related or any other activity at the Branch/Office.
- 19) Ensure to keep the premises clean.
- 20) At Office Location the Guard shall be required to issue Visitors Passes (Access Control) and scanning of bags, parcels, boxes, letters, etc. etc. carried by persons entering the office building.
- 21) At Office Location the Guard shall be required to man & monitor the CCTV, Access Control, Fire Alarm, PA, Security Alarm System and report to the concerned official at site.

Performance Bank Guarantee

Guarantee No.: _____

Date: _____

In consideration of the Maharashtra Gramin Bank, Head Office, Aurangabad, having its Office at

_____ (Hereinafter referred to as the 'First Party' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s. _____ (Name of PSA) having its registered office at _____ (Name & Address of Vendors Head Office) (Hereinafter referred to as the "Second Party" which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), by means of letter No. _____ dated _____ for providing the services of Security Guards at its Offices / Branches, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. _____ (Rupees _____ only) to keep the "First Party" indemnified from time to time for any breach of terms of the "Agreement" the Second Party is to enter with any of the branches/offices of the First Party.

We _____ (Name and Address of Bank) (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the "First Party", on demand any and all moneys payable by the "Second Party" to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time up to _____ (Date), without any demur, reservation, contest, recourse or protest and without any reference to the "Second Party". Any such demand made by the "First Party" on the 'Bank' shall be conclusive and binding notwithstanding any difference between the "First Party" and "Second Party" or any dispute pending before any court, tribunal or any authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the "First Party" and further agrees that the guarantee herein contained shall continue to be enforceable till the "First Party" discharges this guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the "First Party" or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We _____ the bank further agree that the "First Party" shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the "First Party" and the "Second Party" for providing security guards for the "First Party" or to extend time of performance of its obligation by the "Second Party" from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the "First Party" against the "Second Party" and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the "Second Party" or for any forbearance, act or omission on the part of "First Party" or any indulgence by "First Party" to the "Second Party" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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The Bank also agrees that the “First Party” at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the “Second Party” and notwithstanding any security or other guarantee that the “First Party” may have in relation to the “Second Party” liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the “First Party”, made in any format, raised at the abovementioned address of the Bank, in order to make the said payment to the “First Party”.

The Bank hereby agrees and acknowledges that the “First Party” shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the “First Party” and may be assigned, in whole or in part, (whether absolutely or by way of security) by the “First Party” to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.

This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).
2. This Bank guarantee shall be valid up from _____ (Date) to _____ (Date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before _____ (Date).
4. At the end of the claim period that is on or after _____ (Date), all the right of “First Party” under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this _____ Day of _____ (month, year) at (Place).

Signature: _____

Signature: _____

Name _____

Name: _____

Official Address _____

Designation with Bank stamp

List of Indicative (not exhaustive) Documents to be submitted along with Technical Bid

- 1) Valid Registration Certificate of ROC or registered companies/registered partnership deed for partnership firm.
- 2) Valid PSARA license for the state of Maharashtra.
- 3) Valid Registration Certificate with code number from ESIC.
- 4) Valid Registration Certificate with Registration number from EPFO.
- 5) Copy of valid PAN card, IT return acknowledgement copy of last three years.
- 6) Valid Registration Certificate with GSTIN.
- 7) Work orders from Banks substantiating providing services since last three years.
- 8) Audited Balance sheet and P & L statement for each of last three financial years (2017-18, 2018-19, 2019-20).
- 9) Registration Certificate of training establishment under Shops & Establishments Act for owning training facility/ documents substantiating tie-up arrangement with PSARA registered training establishment.
- 10) Proof of office establishment in Maharashtra.