

अंचल कार्यालय :सतना द्वितीय तल, इंडियन बैंक भवन, जयस्तंभचौक, सतना- 485 001 दूरभास: 07672 - 414407	 <b>इंडियन बैंक</b> <b>Indian Bank</b>  <b>इलाहाबाद</b> <b>ALLAHABAD</b> <b>•BANKING THAT'S # TWICE AS GOOD•</b>	<b>ZONAL OFFICE : SATNA</b> 2nd Floor, Indian Bank Building Jai Stambh Chowk, Satna-485001 Phone : 07672-414407
सुरक्षा विभाग	Email : zosatna@indianbank.co.in	Security Department

## Annexure-V

### **SUGGESTED FORMAT OF AGREEMENT FOR PROVISION OF SECURITY SERVICES**

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ Bank represented by Shri \_\_\_\_\_ hereinafter referred to as first party (which expression shall wherever the context so admits means and includes administrators, assignees etc.)

AND

The Private Security Agency M/s \_\_\_\_\_ represented by its (designation) Mr. /Mrs./Ms \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as the PSA which expression shall wherever the context so admits means and includes administrators, assignees as the second Party.

Whereas the first party requires the Service of Private Security Agency for safe guarding its Branches.

Whereas the PSA which is a Security Agency providing security services has agreed to provide Armed Security Guards with weapon to the First Party as per the 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 \_\_\_\_\_ for the purpose of providing security services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnesseth as under:

#### **General:**

1. The SGs employed by PSA at its own expenses shall be provided with necessary uniform, outfit; arms etc. as per their job assignments for effective discharge of security services to the Bank and ensure that the uniform is worn while the SGs are on duty. The SGs shall wear clean uniform and look presentable while on duty.
2. Contractor shall perform the Services hereunder as an independent contractor and furnish such Services in its own manner and method, and under no circumstances will any employee, agent, or representative of the Contractor be considered an employee of the Bank. The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.
3. The PSA agrees and undertakes that the security services provided by the security guards shall be to the entire satisfaction of the Bank and the PSA will make it clear to the security guards that the latter are employees of the PSA and they shall have no claims against the Bank and the Bank shall not be liable to wages, salary, compensation and any statutory benefits due to the security guards under the labour law and other legislation and the PSA





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shall be responsible for providing such amenities to its employees admissible under the law/rules/service conditions.

4. The PSA shall ensure that the Armed guards shall be deployed at the Branches during business hours i.e. 0930 Hrs to 1730 Hrs (8 Hrs). the PSA shall issue deployment letter, furnishing details of wages to guard under copy to respective Branch Manager and Zonal Manager as per Annexure – V (A).
5. The PSA shall be paid a sum of Rs. ....(Rupees..... only) per security guard per month for the services provided by the company on submission of the proper invoice by the company by 10th day of the following month. The Bank shall not make any payment to the security guards and payment will be made to the PSA only.
6. The PSA shall issue a letter of deployment to the Armed Guard under copy to respective branch Manager containing details of wage components and net salary to be paid and credited to his SB account after statutory deductions to ensure transparency.
7. The PSA shall credit the wages of Armed Guards deployed at our branches to the SB account of the guards only maintained in Indian Bank. In case account is not with Indian Bank, the next very month account will be opened by PSA.
8. The PSA shall ensure that the armed guards shall wear prescribed uniform of the PSA with Weapon, proper Photo Identity Card, Name Tab, Whistle etc. the guard shall not take any alcohol or intoxicants and smoke during the duty hours.
9. The PSA shall ensure that the Armed guard shall be conversant with the use of Weapon, Fire Extinguishers and shall take necessary action in case of activation of fire Alarm System / emergency.
10. In addition to their duty of providing security services the PSA guards will also be required to perform the following duties :
  - (a) Accompany cash remittance to and from the Branch.
  - (b) Keep vigil while on duty at the Branch.
11. The PSA shall be responsible for his SGs in observing all security and safety regulations and instructions as may be issued by the Bank to the PSA from time to time. The PSA shall have the right to appoint and to take appropriate disciplinary actions against his AG to fulfill his obligations under this agreement provided due process is followed and the action is in accordance with Industrial Employment (Standing Order) Act, 1946 and the Bank is kept informed.
12. If any AG provided by the PSA is found to have committed misconduct or misbehavior, the Bank shall have the right to ask the PSA to remove such AG without questioning the decision of the Bank. The Bank shall be entitled to restrain such Armed Guard from entering the Bank premises. Thereafter the PSA shall have to provide a suitable substitute within 24 hours.
13. The PSA shall ensure that the Armed Guard reports to the nominated Officer in the branch.
14. The PSA shall ensure that no familiarity develops between the Armed guards and the First Party Staff. Further the PSA shall ensure that the armed guards do not indulge in any activities including money transactions, which may tarnish the image of the First Party




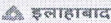


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- 15 The PSA should ensure that the Armed guard shall not accept any eatable, tea, coffee, tobacco from the strangers.
- 16 The guard provided by the PSA shall be medically fit, mentally sound with good physique and not be suffering from any contagious / major disease. The age of the Armed guard so provided should not be above 50 years.
- 17 However, the PSA shall not in any capacity employ any AG of doubtful integrity or any person whose antecedents are not verified by the PSA. PSA shall submit due diligence certificate along-with police verification & certificate of having undergone requisite training as per PSARA Act on the AG at the branch where the AG is sent for deployment by the PSA.
- 18 The security supervisor from PSA shall report to concerned reporting official at least twice a month besides surprise checking of guards for the purpose of briefing / debriefing or whenever called for.
- 19 The PSA shall ensure that at no point of time during the prescribed duty hours, the guard will leave his place of duty. The PSA shall arrange to send a reliever wherever the regular Armed guard is on leave.
- 20 The PSA shall maintain up to date record of guards as per the Shops & Establishment Act and will discharge all obligations under various labour laws viz. EPF Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract Labour ( Regulation & Abolition Act) etc or under any other State / Union Legislation in respect of guards engaged by PSA.
- 21 The PSA shall comply with all provisions of laws of the land applicable while providing the guards to the First Party.
- 22 The PSA shall take full responsibility for all acts of commission and / or Omissions by their guards posted at the Branches and will meet all liabilities arising out of such situations.
- 23 The PSA will change the Armed guard immediately on instructions from the First Party if the performance of that particular Armed guard is not acceptable or found physically / medically unfit and decision of the First Party will be final in this regard.
- 24 The PSA will provide an Ex Serviceman Armed Guard only to perform the assigned duty efficiently.
- 25 Neither the PSA nor any of their guards will have any claim against the First Party for any liability arising out of any commission/ omissions caused by the guard while on duty except the hiring charges payable to the PSA.
- 26 In return for a fixed wages / rates (mentioned in TENDER wage chart) for the Armed Guard, the PSA will at its own risk and cost provide services of guards as per the requirements of the First Party purely on contractual basis.
- 27 The PSA shall be absolutely responsible for the payment of salary, all other statutory obligations for the guards(or their dependants ) employed on account of salary / wages,







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bonus ,arrears, employment, terminal benefit, compensation and other claims whatsoever and the First Party has no connection in relation to such matters.

- 28 PSA shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at their own risk and cost in respect of all AGs by PSA. The Bank shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non compliance or violation of any of these provisions of any of the Acts will be treated as breach of contract and shall lead to the termination of the contract. The PSA shall maintain all records required to be maintained under statutory enactments and the PSA shall submit to the Bank a certificate every month to the effect that PSA has and is complying with all the statutory regulations as said heretofore.
- 29 In case of any mishap sustained by guard of whatsoever nature (minor/ major/ fatal including death during the course of the duty) the responsibility of granting compensation , if any, on that count will be that of PSA and not of the First Party.
- 30 If for any reason, compensation, costs etc are paid by the First Party the same shall be reimbursed by the PSA to First Party without any demure, including interest at ruling rates till settlement.
- 31 In case, the Bank, its officers / employees /staff suffer loss of any nature or if any loss or injury is suffered by any person on the branch premises/campus or any death is caused on account of /by AG provided by the PSA for not following security/safety regulation/instructions and/or negligence of the AG and/or if any mishap/accidental firing/deliberate or otherwise of any kind is occasioned by the SG posted at the branches, the PSA shall be primarily liable to make good the loss for all criminal, civil, tortuous, monetary liability or claim arising out of such incident/mishap/accident. Bank shall have the right to recover such losses from the dues payable to the PSA and/or security deposit, in case Bank is caused to bear such loss.
- 32 The PSA shall ensure that the duties of the guards at the First Party premises are strictly adhered to as framed by the First Party's requirements. The PSA shall ensure that the guards detailed at the particular post have read & understood the duties.
- 33 In the event of theft, robbery, dacoity or pilferage of the First Party's property or materials, the PSA shall actively assist the First Party for the investigation of the case and if negligence/ connivance of the guard is established such loss due to theft should be made good by the PSA.
- 34 In case of any property loss / injury to any including First Party's staff due to negligence of the PSA guard / or due to dereliction of duty or inattentiveness of the guard , all liabilities arising out of such incidents will be fully met by the PSA.
- 35 For verification of the antecedents of all the guards, a system should be in place for which an undertaking should be forwarded by the PSA for the First Party's record.






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- 36 The PSA should ensure that the rotation of the guards at a particular post at least once in three months with prior permission from the First Party or on receipt of such advice from the First Party.
- 37 The PSA shall furnish the names & permanent and local address of the security guards being posted at First Party's premises from time to time along with the latest photographs, thumb impression and signatures and Mobile numbers.
- 38 The AGs provided by the PSA shall not be treated as the Bank's staff for any purpose whatsoever. The PSA shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the job. The Bank shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the PSA is responsible under the law. However, if the Bank is forced to pay any cost of any nature on account of the service provider's liabilities, the said cost shall be recovered from the dues payable to the service provider and/or security deposit held by the Bank. In such case, where appropriation of the claim paid by the Bank is made from the security deposit held by the Bank, the PSA shall make good the deficit so caused in the security deposit amount at the earliest. (Bank reserves the right to invoke the performance bank guarantee furnished by the PSA for realization of the claim / dues Bank has been made liable to pay due the negligent act and/or dereliction in duty by the AG provided by PSA)
- 39 The PSA shall furnish the proof of having paid the wages, EPF, ESI, Bonus and other allowances to the security guards engaged by them within one week of the disbursement of the wages to them. Any deviation in this regard will be treated as violation of the contract and the contract will be terminated by the First Party.
- 40 The PSA shall provide a letter to concerned branch manager as per draft letter provided by Bank regarding the take home salary due for guard (on latest pay structure )and pay through Bank account only.
- 41 This agreement with the PSA can be terminated at the discretion of the First Party at one month's notice.
- 42 The PSA shall ensure that all the guards are subjected to Basic Training and Refresher Training programme on regular basis at its cost.
- 43 The PSA shall not appoint any sub-Service Provider for the work assigned to PSA without prior written permission of the Bank.
- 44 The PSA shall, at its own expenses, take workman's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Bank. The PSA shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of award of Contract.
- 45 TDS shall be deducted from all payments made to the PSA as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.





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- 46 The AGs of the PSA shall not be allowed to stay in the branch premises. In case of any exigency, permission should be taken from Bank Authorities.
- 47 Issues, not specifically clarified in the contract, shall be settled with mutual consent between the PSA and the Bank, without vitiating the basic premises of the contract.

### **INDEMNIFICATION.**

PSA shall indemnify, hold harmless and defend the Bank and its officers, employees and agents ("indemnities") from and against any and all liability, loss, claims, demands, suits and causes of action of any nature on account of death, personal injuries, property loss or damage or any other kind of loss or damage, including all expenses of litigation, court costs, attorneys' fees and expert witness fees which arise or are claimed to arise out of or in connection with this agreement or the performance of this agreement regardless of whether the injuries, death, or damages are caused or are claimed to be caused by the concurrent or contributory negligence of indemnities. PSA must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel reasonably satisfactory to indemnities, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, claims, demands or actions. The indemnification obligations of PSA under this section survive the expiration or sooner termination of this agreement.

### **Severability.**



Each provision of this Agreement is severable and if, for any reason, any provision or any part thereof is determined to be invalid and contrary to any applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted

### **Duties of outsourced Armed Guard at Branch sites:**

The Armed Guard deployed at the branch shall work under the general supervision and direction of branch Manager. He will perform the following duties:-

- 1 Armed guard on duty shall remain vigilant at all time. He will keep the gun loaded with safety catch "ON "to prevent accidental firing. He will remain in proper clean uniform of PSA maintaining personal hygiene
- 2 Armed Guard will not permit any Arms & Ammunition inside the Branch by customers.
- 3 Armed Guard should not permit any person to enter with his/her helmet on or with any mask on.
- 4 In case anybody leaves behind any bag, or suspicious item etc, the armed guard on duty should immediately inform Branch Manager, Security Officer or Civil Police.
- 5 Armed Guard on duty should not handle complaints of customer for any reason whatsoever. However he will be courteous towards the customer.
- 6 In case of any unrest in the area, the guard should lower down the rolling shutter and inform the Branch Manager.
- 7 Armed Guard should handle customers diligently who visit the Branch in an inebriated condition.
- 8 Armed guard should not remain absent without prior permission from respective branch manager/Operation Manager. The PSA should provide suitable relief in exigencies.



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- 9 Armed Guard should ensure that the Branch site/entrance is not obscured / blocked by parking heavy vehicles etc.
- 10 Armed Guard while at all times.
- 11 Armed Guard should not leave the place of his duty unless properly relieved.
- 12 Armed Guard will not allow unauthorized persons to enter inside the cash handling area, Strong Room, Cash Safe room and server room.
- 13 Armed Guard will not fill the forms/ cheque/withdrawal slips of the customers and will perform only the security related duties.
- 14 Armed Guard should have the contact numbers of concerned Police Station, Control Room, Fire Brigade, Ambulance, Security Officer, Branch Manager etc.. He should also be conversant with action to be taken by him in various types of emergent situations.
- 15 Armed Guard should report any untoward incident to Branch Manager and own Security Agency supervisor and Bank's Security Officer.
- 16 Armed Guard should know how to use the fire fighting appliances in case of emergency.
- 17 The Armed guard will remain extra vigilant while escorting cash remittances.

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

\_\_\_\_\_  
For Bank (With seal)

First Party

\_\_\_\_\_  
For PSA

Second Party.

