

कॉर्पोरेट कार्यालय, चेन्नै
Corporate Office, Chennai

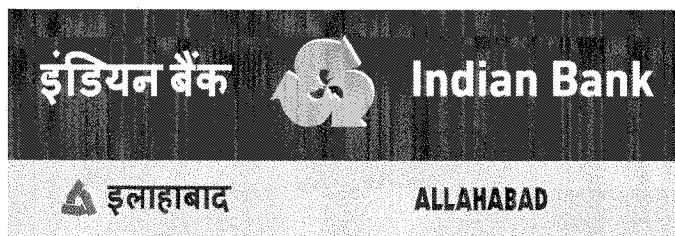
INDIAN BANK : CORPORATE OFFICE

**TENDER FOR
ENGAGEMENT OF PRIVATE SECURITY AGENCIES
(INCLUDING DGR REGISTERED) FOR DEPLOYMENT OF
QUALIFIED FIRE GUARDS FOR
INDIAN BANK CORPORATE OFFICE AND HEAD OFFICE BUILDING)**

IMPORTANT DATES

DATE OF ISSUE OF TENDER	: 13.09.2022 to 27.09.2022
LAST DATE OF SUBMISSION OF TENDER	: 28.09.2022 upto 3.00 p.m
DATE OF OPENING OF TENDER	: 29.09.2022 at 11.00 a.m





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**ENGAGEMENT OF PRIVATE SECURITY AGENCIES (INCLUDING
DGR REGISTERED) FOR DEPLOYMENT OF QUALIFIED FIRE GUARDS FOR
INDIAN BANK CORPORATE OFFICE AND HEAD OFFICE BUILDING**

Indian Bank Corporate Office, Chennai, invites sealed offers under two bid system from reputed Private Security Agencies (PSAs) for deployment of 12 Qualified Fire Guards from for Fire Safety Arrangements of Indian Bank, Corporate Office and Head Office premises.

Name of the Work:

Engagement of Security Agencies for the deployment of **12 Qualified Fire Guards** for the Fire Safety Arrangements at Corporate Office and Head Office at the scale of 02 Guards X 03 shifts in each location.

Period of Issue of Tender : 13.09.2022 to 27.09.2022

Last Date / Time for Submission of Tender: 28.09.2022 before 3.00 p.m.

Date /Time of Opening of Technical Bid : 29.09.2022 at 11.00 a.m.

Earnest Money Deposit : Rs 25,000/- (Rupees Twenty Five Thousand only by way of DD favouring 'INDIAN BANK' payable at Chennai - Refundable).

Sealed applications are invited on behalf of Indian Bank Corporate Office, Chennai for the above mentioned work from Private Security Agencies. The applications shall be opened at the Corporate Office at the above specified time. The Authorized representatives of participating Agencies are requested to be present at the time of opening, if they so desire. Indian Bank reserves the right to reject any or all the applications without assigning any reason thereof.

Conditional Tenders, late Tenders and Tenders without EMD will summarily be rejected. Any Tender received open, or not meeting all the tender conditions is liable to be rejected.

The **Bank is not bound to accept the lowest tender** and reserves the right to accept or reject any or all the tenders without assigning any reason, whatsoever.

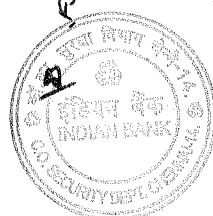
Submission of a tender by a tenderer implies that he has read this notice and other contract/tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.

It is clarified that there is no Employer – Employee relationship between the Bank and the contractor in the engagement of Fire Guards and that the contract is not a contract for employment.

Central Minimum Wages will be applicable for this tender.

Place : Chennai
Date : 12.09.2022

Asst. General Manager / CSO



INSTRUCTIONS TO PRIVATE SECURITY AGENCIES (SECURITY SERVICE)

1. Bid Submission Process

Interested parties shall submit their offers in sealed covers super scribed as: "Tender for the deployment of Fire Guards for Fire Safety Arrangements at Indian Bank, Corporate Office and Head Office".

Part 1- Technical Bid for Fire Guards Services. Technical bid, in a separate sealed envelope, super-scribed '**Technical Bid - Engagement of Private Security Agencies for the deployment of Qualified Fire Guards for the fire safety arrangements at Corporate Office and Head Office {12 Fire Guards (02 Guards in 03 Shifts of 8 hours each in each location)}**' and shall contain the details required to be furnished by tendering Agencies, as enumerated under the heading Eligibility Criteria of this document. The cost of application Rs.500/- (inclusive of GST) (Non-refundable) and EMD of Rs 25,000/- (Rupees Twenty Five Thousand Only) (Refundable) **Both Cost of application and EMD to be submitted separately through DEMAND DRAFT only, favouring Indian Bank, payable at Chennai respectively, has to be enclosed INSIDE the TECHNICAL BID**, in absence of which the bid will be rejected.

Part 2 – Financial Bid for Fire Guards Services. Financial bid, in a separate sealed envelope should be super scribed as '**Financial Bid – Engagement of Private Security Agencies for the deployment of Qualified Fire Guards for the fire safety arrangements at Corporate Office and Head Office**' and shall contain nothing but price aspects. Conditional Tenders will be summarily rejected.

The above sealed Bids should be placed in a sealed envelope which should be super scribed "**Tender for the deployment of Qualified Fire Guards for the Fire Safety Arrangements at Indian Bank, Corporate Office and Head Office**" should be addressed to "The Asst. General Manager/ CSO, CO: Security Department, Indian Bank, Corporate Office, Chennai and should be submitted to the Corporate Office in person or by way of Post / Courier latest by **3.00 p.m on 28.09.2022**.

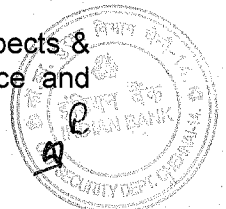
Tender should be submitted within the **prescribed date and time**. Offers received late will not be accepted. Indian Bank will not be responsible for any postal/courier delays.

Tender forms can be downloaded from Bank's website www.indianbank.in

The successful bidder shall give an undertaking that he would abide by the provisions of **Employees Provident Fund and Miscellaneous Provision Act 1952 and ESIC Act, 1948, The Minimum Wages Act (Central Govt.), The Payment of Bonus Act, The Payment of Gratuity Act 1972, The Workmen Compensation Act.**

The Bank reserves the right to verify any information/document furnished by the Tenderer, should the circumstances so warrant in the overall interest of the Bank.

Tender submitted in accordance with the terms & conditions and complete in all respects & as per Performa only will be considered. The word 'Bank' indicated in this notice and enclosed documents would mean '**INDIAN BANK**'.



The tender shall remain valid for acceptance for a period of **90 days** from the date of its opening. If any Contractor / Agency withdraws its tender upon award of contract / during the contract period, then the Bank shall be at liberty to forfeit the Earnest Money Deposit and Security Deposit.

The PSA engaged will have to enter into a written service level agreement with the bank; the agreement will seek to retain an appropriate level of control over the security agency/ service provider (vendor) and the right of the bank to intervene with appropriate measures to meet legal, statutory and regulatory obligations.

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.

The Bank reserves the right to vary the quantity of Fire Guard services proposed to be engaged through this RFP / Tender **upto ± 10 % of Quantity** stated above.

2. EVALUATION PROCESS: Tenders will be evaluated in the following stages:

Stage I: Technical Bid

Technical Bid will be opened at the date and time specified. Incomplete Offers, i.e., offers not accompanied by the mandatory documents as mentioned in the tender and Tenders received from any Blacklisted Agencies by the Bank or any other Public Sector Bank shall not be considered for evaluation, tender summarily rejected and EMD shall be returned.

The Tenders will be evaluated against the stipulated minimum eligibility criteria purely based on valid documentary proof submitted by the PSAs. Tenders not complying with all the eligibility criteria at the time of submission of tender documents will be rejected. In addition, 'Score Cards' will be prepared during the Technical Evaluation Process with weightage given to certain parameters. This 'Score Card' does not debar any PSA for qualifying in the Technical Bid, however have significant role in ascertaining L1, L2 & L3 Bidders during Financial Evaluation Process. Details of 'Score Card' is given in the succeeding paragraphs. It is the Bidder's responsibility to provide authentic proof with documents, for all the parameters mentioned in the section "**Technical Criteria**", duly stamped and signed by authorised official.

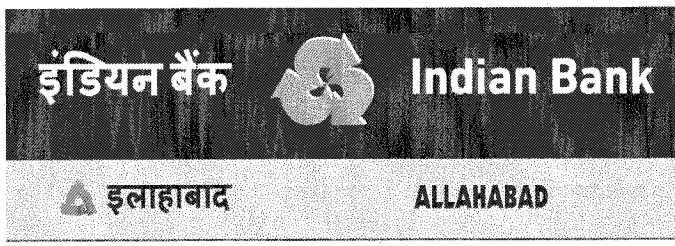
Technical Bid should be complete in all respects and contain all information asked for in this document. It should not contain any price information. **(If price information is given in Technical Bid, the Tender will be disqualified).** It should comprise of the following :

- Covering letter on the prescribed format (**Annexure-I**).
- **DD for Rs 500/- (inclusive of GST) favouring Indian Bank, payable at Chennai, i.e. Cost of Tender Forms.**
- **Earnest Money Deposit of Rs 25,000/- in the form of DD favouring Indian Bank, payable at Chennai.**
- PSA profile as per **Annexure II**.
- Details of reference sites as per **Annexure-III**.

Stage II: Financial Bid

Financial bids received from the shortlisted/Technically qualified agencies shall only be considered for evaluation. The Financial Bid should contain all relevant rates and charges and the rates should be quoted per guard in Indian Rupees only for guard in the specified format as per **Annexure -IV**. The rates quoted in the Financial Bid should be as per the Minimum Wages notified by the Chief Labour Commissioner (Central), Govt. of India, Ministry of Labour & Employment, New Delhi from time to time including other wage



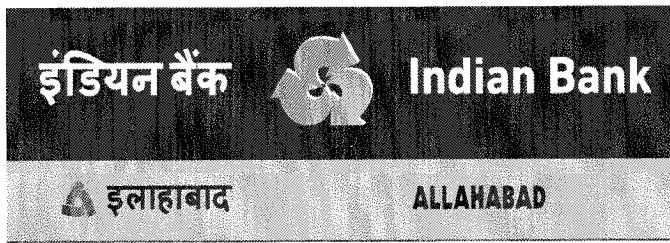


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components. Date and time of opening of Financial Bids shall be intimated by way of email to the eligible Agencies.

Note :- If more than 03 PSAs have quoted same price in the financial bid, then final selection of Private Security Agencies will purely depend upon the mark secured in the '**Score Card**' as per the weightage for ascertaining L1, L2 & L3 PSAs.



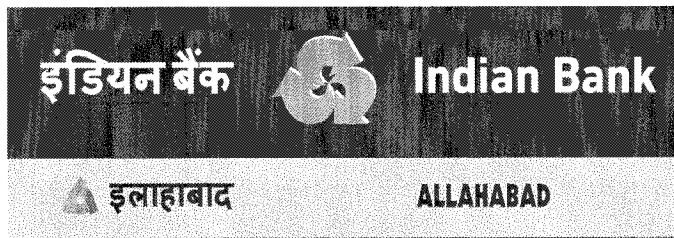


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Format of 'Score Card' for those Technically Qualified PSAs is below:-

Name of PSA	PSA 1	PSA 2	PSA 3	PSA 4
Engagement/ Empanelment with other PSBs (excluding Indian Bank)/ Pvt Bank / PSU with provision of Fire Guards [More than 4 : 5 Marks , 3 to 4: 3 Marks , 02: 1 Mark]	---- Marks	---- Marks	---- Marks	---- Marks
No. of Fire Guards under engagement with PSB / PVB / PSU etc) [More than 20 Fire Guards - 5 Mark , 11 to 20 Fire Guards – 3 Marks Min 10 Fire Guards- 1 Mark]	---- Marks	---- Marks	---- Marks	---- Marks
Confidential Report from PSBs/PVBs/ PSUs (any 2) [Excellent- 5 Marks , Good- 3 Marks , Satisfactory- 1 Mark]	---- Marks	---- Marks	---- Marks	---- Marks
Registered with DGR 3 Marks	---- Marks	---- Marks	---- Marks	---- Marks
Training Facility [Own set-up- 2 marks , Tie-up with other agencies with an agreement- 1 Mark]	---- Marks	---- Marks	---- Marks	---- Marks
TOTAL MARKS OBTAINED (Out of 20 Marks)				





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3. Period of Contract:

The Engagement shall be for initial period of one year and renewable thereafter, year wise for a maximum of Two years (Total 03 years) at the same rates and conditions at the option of the Bank subject to satisfactory performance of the Agency and also keeping the option of clause mentioned in para below.

Bank will reimburse to the PSA the net impact due to increase in minimum wages and / or Dearness Allowance by the Government of India on submission of claim with documentary proof.

If the performance is found unsatisfactory at any point of time, the contract is liable to be rescinded by the Bank.

4. Notice of Termination :

The Bank reserves the right to terminate the contract at any point of time during the period of Engagement by serving a notice of 30 days on the agency with or without assigning any reasons thereof.

5. Earnest Money Deposit

Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only), in the form of Demand Draft drawn in favour of Indian Bank, payable at Chennai. The **EMD should be enclosed with the Technical bid**. Offers not accompanied with Earnest Money Deposit of Rs.25,000/- will not be accepted. **Bank guarantee in lieu of Earnest money deposit will not be accepted.** No interest will be payable on the EMD. The EMD will be returned to the unsuccessful bidder.

6. Security Deposit:

The Bidder, whose rate is accepted, will be required to furnish an amount **equivalent to one month's billing amount** in the form of a **Demand Draft favoring Indian Bank**. The EMD amount of successful bidder shall form part of the Security Deposit. The EMD of Bidder, whose rate is accepted, shall be forfeited in case he does not remit the Security Deposit as mentioned above of the Contractual amount within 7 days from the date of issuance of work order. The EMD of all unsuccessful Bidder shall be returned upon placement of work order.

7. Agreement Between the PSA and the Bank:

The successful Bidder should execute Agreement with the Chief Manager, Corporate Office, Security Department on non-judicial Stamp Paper of appropriate value on the standard agreement form of the Bank as given at **Annexure-V**. It is understood that the PSAs, who are willing to offer their Guards services in response to this Tender have read all the terms and conditions and have agreed to all the Terms & Conditions without any modifications. In all practical purpose, IMAGE/Corporate Office will be the nodal office for deployment of guard.

8. Validity of Offer:

The offer will be valid for a period of 90 days from the date of opening of tenders.

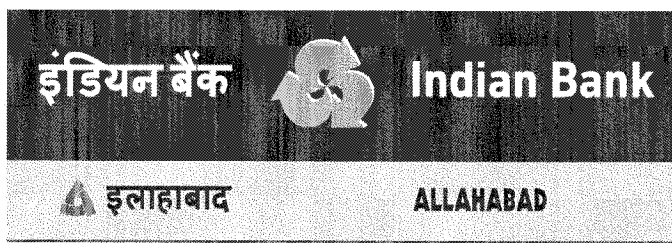
9. No Commitment to accept any or all tenders:

The Bank reserves the right to accept / reject any or all tenders received without assigning any reasons thereof.

10. Clarifications:

For any clarifications, regarding the tender at any stage the details of the contact persons are given below.





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Designation	Chief Manager (Security)
E-Mail ID	co.security@indianbank.co.in
Contact No	044-28134500/4315

11. Miscellaneous:

The Bidder shall be bound to perform the work during the contract period at the rates and amount quoted. On acceptance of the Bid, the name of the authorized representative of the Contractor who would be responsible for taking instructions from the Bank shall be communicated to the Bank.

Any tax in respect of this contract shall be payable by the Contractor / Agency only and the Bank will not entertain any claim whatsoever in this respect except **Goods and Services Tax (GST)**.

The Contractor / Agency shall give a list of his relatives working with Indian Bank along with their designations and addresses.

No former employee of Indian Bank is allowed to work as a Contractor or as an employee of the Contractor within one year of his retirement / resignation from the Bank's Service, without prior permission of the Bank. The Contractor has to give a declaration to this effect. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the Contractor's service.

Canvassing in connection with this bidding process is prohibited and the tender submitted by the Contractor / Agency who resort to canvassing will be black listed.

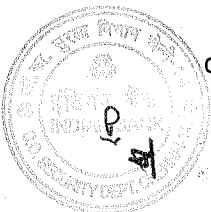
The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi.

ELIGIBILITY CRITERIA

1. Technical Criteria

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

- The Private Security Agencies should be either registered company, registered partnership firms or Proprietorship of repute for providing Fire Guard services.
- The Private Security Agencies should have at least one office of their own with telephone, fax and email facility in the jurisdiction of the Corporate Office and having their own supervisors at that place (Proof to be submitted).
- The Private Security Agencies should have valid license in accordance with Section 4 and Section 7 of Private Security Regulation Act 2005 to operate in the state of Tamil Nadu. **Merely submission of application to licensing authority will not be entertained.**
- The PSA should have minimum 10 **Fire guards** in their payroll (documentary proof required) for the last 1 year.

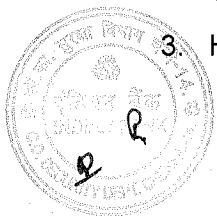


- e) The PSA should be in business since last 5 years as on 30.06.2022
- f) PSA should have a track record of providing Fire Guards to minimum two Public Sector / Pvt Banks / Public Sector Undertaking for at least 3 years as on 30.06.2022 (Copy of the deployment orders to be provided).
- g) It should have audited balance sheet of last three years. For the previous FY, provisional certificates from CA will also be considered).
- h) The PSA should have a sound financial record. It should not have incurred loss in any year in the last three years. (Audited Balance sheet to be submitted to support this. For previous FY provisional certificates from CA will also be considered).
- i) PSAs should have Registration under Shops & Establishments Act.
- j) PSAs should have a valid certificate from ESI Corporation.
- k) PSAs should have a valid certificate under EPF & Misc. Provisions Act 1952.
- l) PSAs should have documents **proving** compliance of Minimum Wages Act 1948 and other Labour laws and rules (Wage slip, payment made to ESI, PF organizations should be produced).
- m) PSAs should have Income Tax PAN and should have submitted their Income tax return for last three years (For previous FY provisional certificate from CA will also be considered).
- n) PSAs should have their own infrastructure for training their guards or have documentary evidence for arrangement with recognized training institute(s) for getting their Guards trained before deployment.
- o) PSAs should have credible Supervisory Infrastructure.
- p) **The following aspects will be given due weightage:**
 - i. Being Registered / sponsored by Director General of Resettlement (DGR), Ministry of Defence, R K Puram, New Delhi.
 - ii. Providing such services to Public Sector Banks, Private Banks and Public Sector Undertakings
 - iii. Current engagement/ experience in deploying Fire Guards in PSBs/ PVBs / PSU.
 - iv. Training Facilities Available
 - v. Agencies providing Fire Guards to PSBs / PVBs currently.

2. Manpower Criteria:

The Fire Guard deputed by PSA for deployment should conform to the following norms before hand:-

1. He should be a qualified Fire Fighter (ie) Certified / Undergone specialist courses – (atleast 6 Months Diploma / Regular Course in Fire Safety) and / or retired from State Fire Services and should have minimum 2 Years of Experience in providing Fire services.
2. He should be physically fit and mentally sound in all respects.
3. He should not be above 60 years at the time of deployment.



इंडियन बैंक



Indian Bank

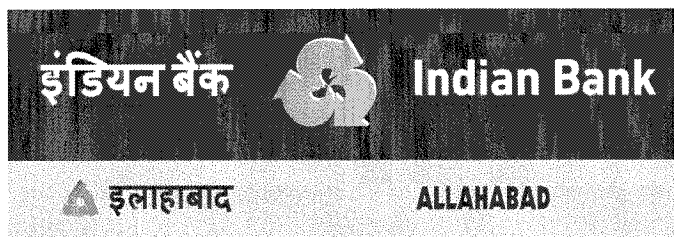
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4. All Fire Guards so engaged at Indian Bank Premises shall necessarily have Savings Account maintained with any Indian Bank Branch.
5. The Manpower provided to the Bank shall be mandatorily covered under Govt Social Schemes – PMJJY, PMSBY, and APY.
6. The Fire Guard deployed by the PSA will be in proper, presentable uniform of PSA while on duty.
7. The Fire Guard should know any two of these languages : Tamil/Hindi/English.
8. The duty of the Fire Guard will be to keep a watch over all the fire safety aspects of the Premises during tour of duty.
9. Ensure that the Basement / Vehicle Parking area is devoid of any spillage / leakage of Oil / inflammable materials.





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Annexure - I

(Letter to the Bank on the PSA letterhead)

To,
The Asst. General Manager/ CSO
Indian Bank,
Corporate Office, Chennai

Dear Sir,

Subject: Your Tender for the deployment of Fire Guards for Fire Safety Arrangements at Indian Bank, Corporate Office and Head Office).

With reference to your tender notice posted on your website with effect from _____, having examined and understood the instructions, terms and conditions forming part of the tender document, we hereby enclose our offer for Fire Guards' Services as detailed in your above referred tender.

- 1 We confirm that we have not been disqualified/black listed by any Bank/PSUs/ other Government Organisation for deployment of Fire Guards whether armed or un-armed.
- 2 We further confirm that the offer is in conformity with all the terms and conditions as mentioned in the Tender.
- 3 We also confirm that the offer shall remain valid for 90 days from the last date of submission of the tenders.
- 4 We hereby confirm that we have read the terms and conditions given in the tender document and fully agree to them. We shall deploy the guards in conformity to the criteria of Guard and release payment to guard as per wage components specified by the Bank.
- 5 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.
- 6 We accept all procedures adopted by your Bank during this Tender Process for the selection of PSA.
- 7 We enclose herewith Demand Drafts for (1) Rs 25,000/-/- (Rupees Twenty Five Thousand only) towards EMD and (2) Rs. 500/- (Rupees five Hundred only) inclusive of GST, towards tender document fees favouring Indian Bank and payable at _____. Details of the same are as under:

EMD

Tender Fees

- 1 DD No.
- 2 Dated
- 3 Name of Issuing Bank & Branch
- 4 Amount

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



Annexure - II

PSA PROFILE

1. General Information

1	Name of Applicant	
2	Status of Applicant (Company, Partnership, Prop etc)	
3	Address of the Registered Office	
4	Address of the Local office	
5	Name of the Contact Person	
6	Date Of Incorporation	DD MM YYYY
7	Age of the company as on	____ Years ____ Months
8	PF Registration Number	
9	GST Number	
10	ESIC Code	
11	PAN No.	
12	TAN No.	
13	Total No of Guards (Armed & Unarmed) as on 30.06.2022	
14	PSARA Licence Number and Validity	

2. Details of Services of Fire Guards being provided in the Public Sector Banks (Provide details of last three years)

Name of Bank	Location	State	No of Guards	Date of Start of Business

3. Financial Details

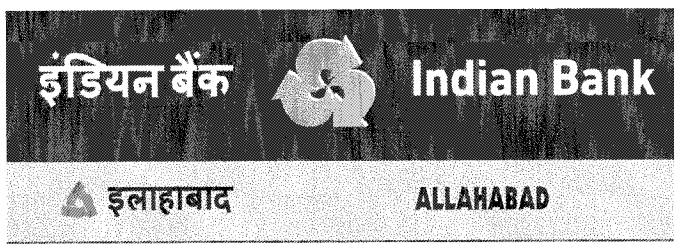
Financial Year	Audited sheet provided	Balance	Turn Over of the Company	Profit of the company
2019-20	Yes/No			
2020-21	Yes/No			
2021-22	Yes/No			

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 Indian 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 Indian Bank, 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.





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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.



List of Enclosures (Certified photocopy of)

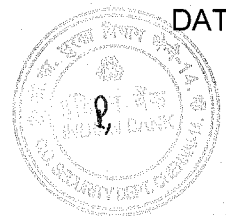
S no	Document	Tick if Enclosed	Page (from to)
1	Certificate of Registration Of Company /Partnership Deed/ Letter of Proprietorship etc		
2	Incorporation Certificate		
3	Shop and Establishment Certificate of Local Office		
4	Certificate of Registration with Income Tax Authorities		
5	Certificate of Registration for GST		
6	Certificate of Registration with EPF		
7	Certificate of Registration with ESIC		
8	Certificate of Registration with PSARA		
9	Audited Balance sheet & P&L Statement for last three FYs (For previous FY provisional certificate from CA will also be considered)		
10	Copies of Turn over Certificate, Tax Returns and Assessment orders for last three FYs (For previous FY provisional certificate from CA will also be considered)		
11	Letter of Engagement with Public Sector Banks (Enclose letter/Work Orders).		
12	Training Infrastructure Records. Please furnish the agreement with the training center or declaration of own training center as the case may be for the state for which the bidding is being done.		
13	ISO Certificate, if applicable		
14	Proof of having 10 Fire Guards in their Musters In the company (Documents to be supported by Name of Employee , Location of the employee, EPF Number , ESIC Number, Bank account details of the employee clearly stating the Bank Account Number , Bank Name and Branch)		
15	EPF Register of employees of last 3 months.		
16	EPF Challans of last 3 months		
17	ESIC Challans for last 3 months		
18	ESIC Registers of last 3 months		
19	Proof of transferring the salary of the Guards through Bank Transfer (details of last 3 months)		
20	GST payment record for past one year		
21	Letter for Authorised signatory on behalf of PSA for submission of tender document and signing of Agreement, if empanelled at later stage, on behalf of PSA.		

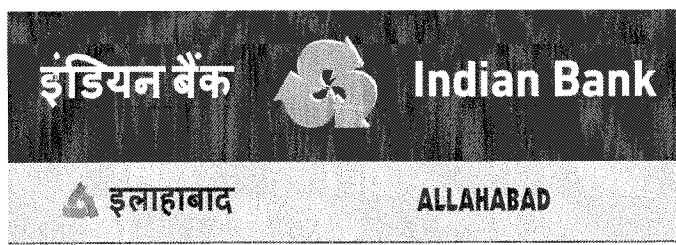
NOTE: In ABSENCE of any of the information/enclosures OR any FAKE, WRONG, FICTICIOUS, etc. reporting, the tender will be rejected. The Vendor shall produce/provide original of any document, required by the Bank for verification.

DATE:

SIGNATURE with DESIGNATION:

NAME OF THE FIRM / AGENCY WITH OFFICE STAMP:





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Annexure III

Details of the Reference Site of the company

S no	Name of the Public Sector Bank/ Organization	Address	Name of the Contact Person & contact number	Details (PO No and Date of the First PO).	Total No of deployments as on date
1					
2					
3					
4					
5					
6					

Place:

Date:

SIGNATURE:

Name & Designation & seal of the Company

Format of Confidential Report to be taken from PSBs/PVBs/ PSUs (Any Two)

Note :- This Certificate is to be signed by an Executive in the rank of at least an AGM or Above.

1. We confirm M/s _____ (Name of PSA) has been awarded with a contract for engagement of Fire Guards in our Organization w.e.f _____.
2. The Services rendered by M/s _____ towards provision of Fire Guards in our organization is found : **Excellent / Good / Satisfactory**. (Select any 1)
3. This certificate is valid for a period of 2 months and issued without prejudice, on the sole request of the Agency towards Tendering Process in Indian Bank.

(Signature)

Name of AGM / Equivalent Officer

Place:

Date:

Office Seal



Annexure - IV

FINANCIAL BID –FIRE GUARDS

SR. NO.	DESCRIPTION	Area A
1)	BASIC (MINIMUM WAGES)+ VDA for 26 days	
2)	Employees State Insurance (ESI) – If Applicable	
3)	E.P.F. (incl. EDLI & Admin Charges)- If Applicable	
4)	BONUS – If applicable.	
A	Sub Total – A (1 to 4)	
5)	Reliever charges 1/6th of Sub total A (as applicable)	
6)	Service Charges (includes administrative and Supervisory Charges) (amount in Rupees)	
	Total (Ser 5+6+A)	
	GST as applicable	Addtl

Allowances - Bonus, ESI and EPF: Eligible Bonus to be paid atleast by 8th month of contract and relevant proof to be submitted. Extract of Form D (if applicable) submitted to Labour Authority for having paid Bonus to be produced to the Bank. Firm will submit the proof of depositing the ESI and EPF contributions (As Applicable) each month as described in the tender clauses. The firm will follow all the guidelines/ procedure as per the law applicable related to above mentioned allowances and for the payment of the wages.

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

DATE:

SIGNATURE:

DESIGNATION :

NAME OF THE FIRM / AGENCY WITH OFFICE STAMP



Instructions for filling up Financial bid

- a) Bidders have to submit the price bid in the standard format only provided by the Bank. Bank reserves the right to reject the bids which have not been submitted in the standard price bid format.
- b) All points mentioned Para 2; Stage I & II i.e **"EVALUATION PROCESS"** will be followed subject to conditions therein.
- c) ***There will not be any change in the rate agreed upon. However, Bank will reimburse to the PSA the net impact due to increase in minimum wages and / or Dearness Allowance by the Government of India on submission of claim with documentary proof.***
- d) ***Engagement of Fire Guard personnel will be for initial period of one year and thereafter renewable every year for further period of two years at the same rates and conditions at the option of the Bank subject to satisfactory performance of the Agency and also keeping the option of the clause (b) above.***
- e) Monthly wages to be arrived at as per provisions of the latest **Central Govt.** notification on Minimum Wages for Chennai city. The minimum rate of wages **includes** the wages for **weekly day of rest** also. Hence, monthly basic wages plus variable Dearness Allowance (VDA) will be calculated on 26 days as per prevailing Act and Rules.
- f) All statutory and social security obligations like, **EPF, ESI, Bonus** at applicable rates at present are to be necessarily added in **conform to the current provisions of the respective Acts. Price bids without the above statutory and social security obligations or with incorrect provisions are liable to be rejected.** It is the contractor's responsibility to ensure that all statutory payments and wages as per Central minimum wages are paid to the Fire Guards.
- g) **For ser 6, Service Charges should include** administrative and supervisory charges and all other miscellaneous overheads. In line with Gol guidelines, amount quoted equivalent to Zero Percent and / or its derivatives shall be summarily rejected. It is the contractor's responsibility to ensure that guards are provided with proper uniform and are properly turned out for duty.
- h) *Quote not in conformity of Central minimum Wages will be summarily rejected.*
- i) GST will be extra at applicable rates.

Place:

Date :

Signature of the Authorized Person



Annexure-V

**SUGGESTED FORMAT OF
AGREEMENT FOR PROVISION OF FIRE GUARD 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 services of a Private Security Agency for safe guarding its offices from Fire.

Whereas the PSA which is a security agency providing security services has agreed to provide ~~Fire~~ Fire Guards for Fire and Rescue Services for the Bank's offices.

Whereas the first party floated a tender dated ----- for selection of PSA to be deployed at its Bank offices and whereas the second party has submitted the tender dated ----- for the same.

Whereas the PSA and the First Party have agreed to the terms of the work order vide letter CO:SEC:103:----:---- dated -----, which forms part of the agreement and agreed to enter into a service contract for a period of 12 months w.e.f ----- till ----- for the purpose of providing fire security services on the terms and conditions mentioned hereunder.

Now therefore this agreement witnesseth as under:

General

01. PSA agrees to provide fire Fire Guards at the rates / charges detailed as under

- (a) **Rate Per Fire Guard per month** : Rs ----- (Rupees _____ only) plus GST at applicable rates.
- (b) The details of duty timing and billing procedure are given in **Schedule I**.
- (c) Scale: Site 1: Head Office : 02 Fire Fire Guards per 8 hrs shift
Site 2: Corporate Office : 02 Fire Fire Guards per 8 hrs shift.

02. There shall be no enhancement in rates / charges during the above period. No other charges shall be payable to PSA, except the agreement amount. However Bank will reimburse to the PSA the net impact due to increase in minimum wages and / or Dearness Allowance by the Government of India on submission of claim with documentary proof.

03. PSA shall ensure that the Guards shall be deployed at the above Bank Offices as per duty schedule given in Schedule I.



04. The PSA shall ensure that the Guard shall wear prescribed uniform of the PSA with proper Photo identity Card, name tab, baton, shoes, whistle etc. The guard shall not take alcohol or intoxicants and smoke during duty hours.

05. First party will provide Security Lights at the Bank Offices and permit the guard to use the telephone for security purposes.

06. The PSA shall ensure that the Fire Guard shall be conversant with the use of Fire fighting equipment such as Fire Hydrant System, Sprinkler System, Fire Alarm System, Fire Suppression System, various types of Fire Extinguishers and shall take necessary action in case of activation of Fire alarm system / emergency.

07. In addition to their duty of providing fire security, the PSA guards will also be requested to perform the following duties.

- a) Ensure cleanliness of the Pump Room on a daily basis
- b) Periodical maintenance of all the fire fighting equipments including lubrication.
- c) Keep the Diesel Pump, Fire Pumps, etc., in good working condition and to maintain proper pressure in the system and maintenance of Battery.
- d) Contact AMC vendors and assist in carrying out regular maintenance services.
- e) Checking of temperature in server room and UPS room and to keep record of the same.
- f) Going around the area and each floor of the building and maintain Daily check register.
- g) Responsible for safe custody and maintenance of Hose Reels, Brass branch pipes, maintenance of fire brigade inlet valves, hose boxes etc.,
- h) Daily meet / inform the security officer and submit Daily report. Repairs if any to be reported to the security officer and take up the matter with the respective vendors for immediate rectification as per directions from Security Officer.
- i) Responsible for maintenance of the Fire Safety equipments provided to the fire guards – Fire axes, fire beaters, fire hooks, rubber gloves, gum boots, helmets etc.,
- j) Opening / Closing of the Fire / Emergency Exits and ensuring that the access to the Exits are kept clear at all times.
- k) Any other duty assigned to the guards in connection with Fire fighting.

08. The PSA shall ensure that no familiarity develops between the guards and the First Party staff / family members. Further the PSA shall ensure that the guards do not indulge in any activities including money transactions, which may tarnish the image of the First Party.

09. The PSA should ensure that the guard shall not accept any eatables, tea, coffee, tobacco etc. from strangers.

10. The Guard provided by the PSA shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases.

11. The PSA shall ensure that the Guard will submit daily report over phone to the Security Officers at Indian Bank, Corporate Office.

12. The Security Supervisor from PSA shall report to concerned reporting official at least twice 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 the reporting official.





13. 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 relief wherever the regular guard(s) is / are absent or on leave. This will be guided by Quality Assurance Standard (QAS) and Turn Around Time (TAT) the details of which are given in **Schedule III**.
14. The PSA shall provide a "Guard Checking Register" with the guard deployed at each site for the purpose of check carried out by the PSA / First Party authorities.
15. 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. Contract Labour (Regulation & Abolition Act) etc. or under any other State / Union Legislation in respect of Guards engaged by PSA.
16. The PSA shall comply with all the provisions of laws of the land applicable while providing guards to the First Party.
17. The PSA shall take full responsibility for all acts of Commission and / or omissions by their guards posted at the residential quarters and will meet all liabilities arising out of such situations.
18. The PSA will change the Fire Guard immediately on instructions from First Party if the performance of that particular guard is not acceptable or found physically / medically unfit and decision of the First Party is final in this regard.
19. Wherever required by the First Party, the PSA shall provide a literate fire guard to perform assigned duty efficiently.
20. Neither the PSA nor any of their Guards will have any claim against 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 as stated under item No. 1 above.
21. In return for a fixed sum / rates, the PSA will at its own risk & cost provide services of guards as per requirement of the First Party purely on contractual basis.
22. The PSA shall be absolutely responsible for the payment of wages, all other statutory obligations for the fire guards (or their dependants) employed on account of salary / wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the First party has no connection in relation to such matters.
23. In case of any mishap sustained by guard of whatsoever nature (minor / major / fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the First Party.
24. If for any reason, compensations, cost 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.
25. The PSA shall ensure that the duties of the guards at the First Party's 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 & understood their duties.



26. In the event of theft, robbery, dacoity or pilferage or the First party's property or materials, the PSA shall actively assist the First party for investigation of the case and if negligence / collusion of guards are established, such loss due to theft etc. is to be made good by the PSA.
27. In case of any property loss / injury to any one of the First Party staff due to negligence of the PSA guard or due to dereliction of duty or in-attentiveness or negligence of the Guard, all liabilities arising out of such incident will be met fully by the PSA.
28. For verification of antecedent 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.
29. The PSA should ensure the rotation of the guards at the particular post at least once in three months with the prior permission from the First Party or on receipt of such advice from the First Party.
30. The PSA shall furnish the names and permanent & local addresses of the Fire Guards being posted at First Party's premise from time to time along with their latest photographs, thumb impression & signatures.
31. The PSA shall furnish the proof of having paid the wages to the Fire Guards engaged by them within one week of the disbursement of the wages to them. The PSA shall submit proof of payment of statutory obligation such as ESI, PF etc., pertaining to the previous month along with the bills of the succeeding month for verification.
32. The Agreement with the PSA can be terminated at the discretion of the First party at one month's notice.
33. Duty register shall be maintained by the PSA for each guard and got verified by the First party, along with timings. In case the guard is found absent from the place of his duty, proportionate amount will be deducted from the bill payable to PSA.
34. The PSA shall ensure that all the Guards are subjected to Basic Training & Refresher Training programme on regular basis, at its cost.

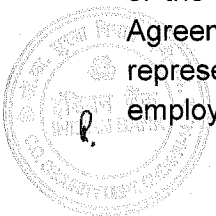
Other clauses:

PUBLICITY

The PSA shall not use the name and / or trademark / logo of the Bank, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank

SUCCESSORS:

This agreement binds the heirs, executors, administrators, successors and permitted assigns of the PSA with respect to all covenants herein. The term "PSA" wherever used in this Agreement shall mean and include its employees, agents, sub contractors and representatives and the heirs, executors, administrators, successors, and assigns of all such employees, agents sub contractors and representatives.



NON EXCLUSIVE AGREEMENT

This Agreement is on non-exclusive basis and the PSA shall not have any exclusive right to provide the Services to the Bank. The Bank shall be free to engage any other service provider or may entrust similar to the services or any part thereof to any person / s.

ARBITRATION

Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this agreement) shall so far as possible, be settled amicably between the Parties.

If a dispute arises, any of the parties may serve written notice on another commencing a formal consultation period of 30 days within which the dispute should be resolved (Consultation Period).

If after the Consultation Period, the Parties have failed to reach an amicable settlement in relation to the dispute, the dispute shall be referred to a sole Arbitrator or in case of disagreement, to two Arbitrators, each Party nominating one. The Two Arbitrators so nominated shall then mutually appoint third Arbitrator.

The Place of arbitration shall be in CHENNAI. The arbitration proceeding shall be governed by the Arbitration & conciliation Act, 1996. The arbitration proceedings shall be in the English language. The arbitral award shall be final and binding on the parties.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal / other legal recourse.

AMENDMENTS

No modification, amendment, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

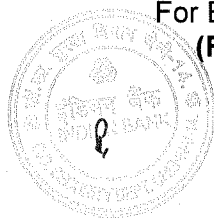
GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Chennai.

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 Private Security Agency
(Second Part)



SCHEDULE I

The PSA shall ensure and render the services as described herein.

- 01) The PSA shall provide as requested by the Bank, Fire Fire Guards round-the-clock on 8 hours shift basis (from 0600 – 1400 hrs / 1400 – 2200 hrs / 2200 – 0600 hrs) each day in a year – including holidays– at the specified locations at the agreed price as described in para 1 of this Agreement.
- 02) The PSA agrees and undertakes to appoint informed and trained personnel at all times for the scheduled hours during the terms of this Agreement.

BILLING

Invoice shall be raised monthly within 14 days of the subsequent month with details such as attendance sheet, Supervisors inspection details, wage slip, details of payment of ESI, PF etc. to Chief Security Officer, Indian Bank, Corporate Office, 254 – 260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014. The proof of having paid statutory obligations such as EPF / ESI etc should be enclosed with the invoice for the immediate succeeding month for verification by First Party.

PAYMENT

Bank shall pay the PSA by electronic mode for the amount of invoice raised less any penalties, if any, within 7 days of the receipt of the invoice.

SCHEDULE II

Location 1

Indian Bank
Head Office
No.66, Rajaji Salai
Chennai 600001

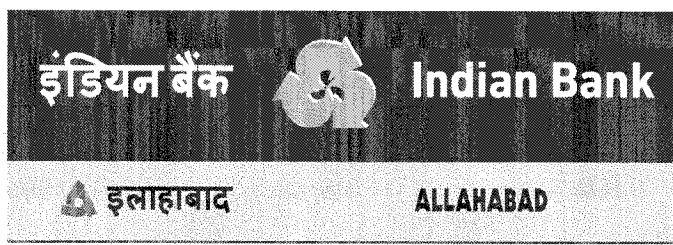
Location 2

Indian Bank
Corporate Office
No. 254-260, Avvai Shanmugam Salai
Royapettah, Chennai 600014

(First Party)

(Second Party)





कॉर्पोरेट कार्यालय, चेन्नै
Corporate Office, Chennai

SCHEDULE III

Quality Assurance Standard and Turn Around Time

A. QUALITY ASSURANCE STANDARD (QAS)

The PSA will:

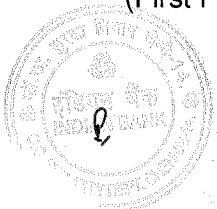
- Conduct verification of all guards inclusive of police verification
- Provide the Bank with verification report and photograph of all guards to be deputed on Bank duty.
- Ensure that all guards are duly briefed about their role on duty, before they are deployed at the site.
- Ensure that no guard works for more than one shift on a day.
- Make monthly roster (with shifts and guards)
- Follow system that facilitate intra and inter site rotation of Guards
- Relay messages to guards the same day (if communicated to the Security agency by 1100 hours else within 24 hours).
- Have proper system of supervision in place. The supervisors must also undertake night inspection of sites and details night inspection to be submitted along with bills.
- Ensure that the field supervisor signs the occurrence Log every time he visits the Branch / ATM for inspection.
- Take immediate action (Police complaint if necessary) against the erring guard.
- Prepare and dispatch incident / activity / attendance report within 3 hours via fax and e mail to the Indian Bank, Corporate Office, Security Department.
- See that guards report for duty in proper uniform complete with shoes and whistle.
- Provide register books for log entries.
- Maintain old log books (used) systematically and retrieve information as may be required by Indian Bank.

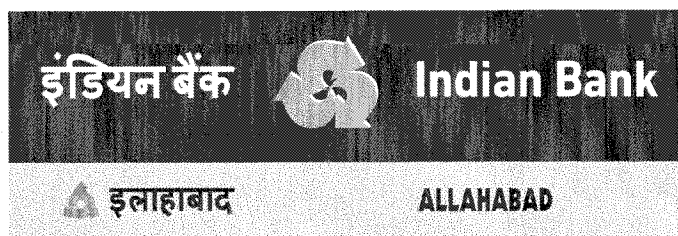
B. TURN AROUND TIME (TAT)

S No	For	TAT
1	Incident Report	Within 3 hours for events that have taken place till 1500 hours via email and fax else next day at 1000 hours.
2	Disciplinary action: <ul style="list-style-type: none"> ➤ Replacement ➤ Removal 	<ul style="list-style-type: none"> ➤ Within 4 hours of receiving intimation ➤ Immediately
3	Absenteeism	3 hours for sending a standby guard
4	Communication for Guard	Same day if communicated by 1100 hrs else on the next day.

(First Party)

(Second Party)





कॉर्पोरेट कार्यालय, चेन्नै
Corporate Office, Chennai

Annexure – V A

(Letter to the Chief Security Officer, Corporate Office, Security Department
on the PSA letterhead)

Ref No:

Date:

To,
The Chief Security Officer
Indian Bank,
Corporate Office, Chennai

Dear Sir,

Subject: Deployment of Fire Guard at Corporate Office and Head Office

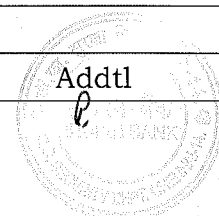
This has reference to Indian Bank, Corporate Office, letter No.-----
----dated ----- regarding Engagement of our Security Agency for deployment of
Fire Guard/s at your Office at Corporate Office and Head Office, Indian Bank. In
this connection we have deputed Shri -----Employee ID No ----- Aadhaar
Card No-----S/o Shri-----Resident of-----
-----Police Station-----Distt.-----to your branch along with
copies of following document duly verified at our end:-

- 1 PSA Id Card details:
- 2 Adhaar Card:
- 3 Antecedent verification report from concerned Police Station

We undertake to pay the following wages components to the guard deployed within 10th of
every month through the personal bank account of concerned guard as per agreement
terms & conditions set and wage structure approved by Bank.

Note: Conditional Tenders will be rejected

SR. NO.	DESCRIPTION	Fire Guards
		Area A
1)	BASIC (MINIMUM WAGES)+ VDA for 26 days	
2)	Employees State Insurance (ESI) –As Applicable	
3)	E.P.F. (incl. EDLI & Admin Charges)- As Applicable	
4)	BONUS – As applicable.	
A	Sub Total – A (1 to 4)	
5)	Reliever charges 1/6th of Sub total A (As Applicable)	
6)	Service Charges (includes administrative and Supervisory Charges) (amount in Rupees)	
	Total (Ser 5+6+A)	
	GST as applicable	Addtl



We also undertake to regularly deposit EPF (As Applicable) from the date of deployment of guard as received from your Bank along with his share to EPFO.

The Fire guard/s deployed at your Office has been fully briefed about duties to be performed as per terms and condition of agreement. For any complaints/issues regarding the services of deployed Fire guard or any deficiency at our end you are requested to bring it to our notice for immediate remedial action.

We further assure that all statutory payments shall be done to concerned offices and wages to guards without any complaints. In case of default payment/under payment, Bank will be free to take action against us as deem appropriate.

Assuring our best services.

Yours faithfully,

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

