



UNION BANK OF INDIA REGIONAL OFFICE - VIJAYAWADA

1st Floor R.R. Apparao Street, Near Amma Hotel one Town Vijayawada - 520 001

Phone:- 0866 2560402

REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING SECURITY SERVICES

ARMED/UN-ARMED GUARDS AT BRANCHES/ATM'S/OFFICES

UNDER UNION BANK OF INDIA-VIJAYAWADA & MACHILIPATNAM REGION

TECHNICAL CUM PRICE BID

REF No. - RO:VJA:SEC:RFP:01:2023 dated 31.10.2023

This RFP Document contains 48 Pages including this Cover Page

BID DETAILS

RFP Reference No.and Date	: RO:VJA:SEC:RFP:01:2023 dated 31.10.2023
RFP Title	: Request for Proposal (RFP) for Empanelment of Private Security Agencies for providing security Services Armed/Un-Armed Guards at Branches/ATM's/Offices in Vijayawada & Machilipatnam Region
Document Cost	: Rs.2000/- (Rupees Two Thousand only) Pay Order / Demand Draft in favour of Regional Office, Union Bank of India, VIJAYAWADA payable at VIJAYAWADA
Earnest Money Deposit	: Rs.50,000/- (Rupees Fifty Thousand Only) Pay Order / Demand Draft in favour of Regional Office, Union Bank of India, VIJAYAWADA payable at VIJAYAWADA
Tender Start Date	: 31.10.2023 from 10.00 A.M onwards
Last date and time for Receipt of Bidding Document	: 27.11.2023 up to 11.00 A.M.
Technical Bid opening date / time	: 28.11.2023 at 11.30 A.M.
Place of Tender opening	: Union Bank of India, Regional Office - VIJAYAWADA, 1 st Floor R.R. Apparao Street, Near Amma Hotel one Town Vijayawada - 520 001
Pre-bid Meeting Date / Time	: 07.11.2023 at 11.30 AM at Union Bank of India, Regional Office, VIJAYAWADA
Seek clarification start / end date & time	: 08.11.2023 from 10.00 A.M to 25.11.2023 up to 03.30 P.M.
Address for communication	: Union Bank of India, Regional Office - VIJAYAWADA, 1 st Floor R.R. Apparao Street, Near Amma Hotel one Town Vijayawada - 520 001 Phone:- 0866 2560402 Email: rso.vijaywada@unionbankofindia.bank

**Request For Proposal
For Providing Security Services - Armed and Unarmed Guards**

Sealed offers in two-bid system invited from registered Private Security Agencies (PSA) having their own Offices in major cities of Andhra Pradesh State for providing services of Armed Guards for branches, Unarmed Guards at ATM Sites/Offices of Union Bank of India, in the regions under Vijayawada & Machilipatnam Region of Andhra Pradesh State.

RFP Forms can be downloaded from corporate website: www.unionbankofindia.co.in, in and also from www.eprocure.gov.in of Central Public Procurement Portal. RFP can be submitted along with the Techno-commercial Offer on payment of Rs 2000/- (Rupees Two Thousand Only) (Non-Refundable) by way of Demand Draft / Pay Order favoring Union Bank of India payable at VIJAYAWADA.

Date of commencement of issue of RFP	:	31/10/2023
Pre-Bid Meeting at Regional Office Premises VIJAYAWADA	:	07/11/2023 at 11.30 AM
Last date for submission of RFP	:	27/11/2023 up to 11.00 AM
Opening of Technical Bid Offer	:	28/11/2023 at 11.30 AM

Offers from Private Security Agencies not having their own offices in Major Cities/Towns in the districts of Vijayawada & Machilipatnam Region will not be considered. Offers from firms not having PSARA license from the state of Andhra pradesh 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.

Proprietorship firms are not eligible for participation in the bidding process and bids received from proprietorship firms will be rejected at initial stage.

1. SCOPE OF THE WORK

- 1.1 Union Bank of India, intends to empanel reputed Private Security Agencies for providing Armed Security Guard at branches and Unarmed Security Guard at ATM sites/Branches/Offices of Union Bank of India in the regions of Vijayawada & Machilipatnam in the State of Andhra Pradesh.
- 1.2 **Please note:- Vijayawada & Machilipatnam Region of Union Bank of India comprises of branches in the NTR district & Krishna Region respectively.**All the respective regions of Vijayawada & Machilipatnam Region are having large Geographical area and branches are widely dispersed. The requirements of Armed Security Guard and Unarmed Security Guard pertain to the branches/offices in all the Regions and not to the particular centre where Regional Offices are located.

The Empanelment will be for the period of **three years**, but the Contract will be awarded for a period of 1 year. After satisfactorily completing the contract if both parties are willing to continue the contract on the agreed terms and conditions and complying with the minimum wages, as revised by the Central/State Government, the contract may be renewed by the competent authority on yearly.

2. TERMS & CONDITIONS

- 2.1 Deployment of Armed Guards at identified branches and Security Guards at identified ATM's is to be completed within 15 Days, commencing from the date of acceptance of the offer by the Bank.
- 2.2 The duties and responsibilities of Armed, Unarmed Guards as expected by the Bank are mentioned in detail in 'Agreement' format given in Annexure-VI. The 'Agreement' format is final and not open to any modification. If any change/modification is suggested in Agreement format from our Apex office, the same is to be incorporated by the vendor
- 2.3 Any delay in deployment over the stipulated period will attract penalty of 3.5 % of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. 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 agency or from the Bank guarantee.
- 2.4 The work order for deploying Armed Guards at branches and Unarmed guards at ATM sites/Offices in Vijayawada & Machilipatnam Region of Andhra Pradesh State will be given only to those eligible and empanelled Security Agencies having offices at the two locations as under:

- ❖ Location 1: NTR District

Classification: Internal

❖ **Location 2: Krishna District**

The work order/deployment letter will be issued by the respective Regional Offices under Vijayawada & Machilipatnam Region.

- 2.5 The Bank reserves the right to distribute the work among the shortlisted firms keeping in view their relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the complete order. However in case of distribution of work to others, who are willing to accept the L1 Rates, the L1-rate PSA will get at least 60% of the work contract and the remaining work orders will be distributed equally among the L2 & L3 PSAs, provided they accept the L1 Rates. PSAs of L4 rate and beyond shall not be considered for any contract arising out of this tender process. If any of the shortlisted PSAs is unable to fulfill the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other shortlisted PSAs after giving 15-days notice to the defaulting PSA.
- 2.6 If there are more than one L1 PSA's, then the work orders shall be split equally among them and in such cases no option shall be granted to L2 or L3 PSAs to match the L1 rate.

2.7 Government Purchase & Price Preference Policy.

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with National Small Industries Corporation Limited as per the Purchase & Price Preference Policy of the Government of India subject to them becoming eligible otherwise. However Price Bid quoting wages lower than the current Minimum Wages and statutory payments lower than the mandatory payments prescribed in the Acts shall be rejected.

3. ELIGIBILITY CRITERIA FOR SHORT-LISTING

3.1 For empanelment or short-listing of Private Security Agencies (PSA), the following criteria shall be applied. For this purpose PSAs shall submit proof documents along with the Tender and PSAs not submitting proof documents and/or not conforming to any of these parameters will not qualify for empanelment or short listing:

- a) PSA should be either a registered company or a 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).
- b) PSA should have license in accordance with Section 4 & Section 7 of the Private Security Regulation Act 2005 in Andhra Pradesh State., where the Act has been implemented (Proof documents - Valid PSARA license for Andhra Pradesh).

- c) PSA should have Registration with the 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).
- d) PSA should have Registration with EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted Registration number (Proof document - Valid Registration Certificate with Registration number from EPFO).
- e) PSA 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).
- f) PSA should have a Registration for Service Tax/GST and should have been allotted with Registration number (Proof document - Valid Registration Certificate with Service Tax Number/GSTIN).
- g) PSA should have minimum five years' experience of providing Security Guard's services to Public/Private Sector Banks (Proof documents- Work orders from Banks substantiating providing services since last five years).
- h) PSA should have an average financial annual turnover of minimum Rs Three Crores for the past three financial years. (Proof document - Audited Balance Sheet and Profit and Loss Account Statement for the past three financial years).
- i) PSA should be in profit in the last three financials years (Proof documents - Audited Balance Sheet and P & L Statement for each of the last three financial years).
- j) PSA should have their own infrastructure for training their security guards. Otherwise, tie-up arrangement with PSARA registered training establishments provided the PASARA license issuing authority permits such tie-up arrangement for training (Proof documents-Registration Certificate of training establishment under Shops & Establishments Act for own training facility/documents substantiating tie-up arrangement with PSARA registered training establishment).
- k) PSA should have at least one of its offices with landline telephone & email facility within the State and as per the regional requirements of the bank (Listed at para 2.4) and that office(s) should be physically manned during the office hours on all working days (Proof Documents - Registration of the office under Shops & Establishment Act applicable in Andhra Pradesh, latest landline telephone bill, muster roll/attendance record of the office staff).
- l) PSA should have credible supervisory infrastructure and network in Andhra Pradesh state (Proof Documents - Muster Roll/Attendance record of supervisory staff with designation placed with the offices in Andhra Pradesh).

- m) PSA shall not be owned or controlled by any director or officer/employee of the Union Bank of India 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).
- n) 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 (Armed/Unarmed) deployed in area A, B & C of any principal employer).
- o) PSA should be remitting EPF contributions on-line (Proof documents - Copy of Electronic Challan-Cum-Return (ECR) for same wage months & same Security Guards (Armed/Unarmed) for whom salary slips are submitted.
- p) PSA should be remitting ESI contributions on-line (Proof documents - Copy of electronic Contribution History Sheet (CHS) for same wage months & same Security Guards (Armed/Unarmed) for whom salary slips are submitted.
- q) 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 & same Security Guards (Armed/Unarmed) for whom salary slips are submitted.
- r) PSAs will be required to produce all original documents kept in his office for verification by authorized staff of Bank whenever they visit PSA's Office for inspection of training infrastructure and other credentials of PSAs.

3.2 Intending PSAs should furnish profile of their agency as per (Annexure - III).

4. TWO BID SYSTEM

The offer will be in two parts, **Technical Bid** and **Price Bid**. Both the parts should be submitted in separate sealed covers duly super scribed "**Technical Bid for Armed Guards and Security Guards Services**" and "**Price Bid for Armed Guards and Security Guards Services**" respectively and both sealed envelopes should be placed in another sealed envelope super scribed "**Offer for Security Guards Services**". The tenders complete in all respect, along with requisite Non refundable Tender fees should be submitted by hand / through currier/Post addressed to The Deputy General Manager **Union Bank of India**, Regional Office, VIJAYAWADA Andhra Pradesh on or before **27 Nov 2023 at 1100 hrs.**

Technical bids will be opened at **1130 hrs on 28 Nov 2023** in the Presence of representatives of the vendors participating in the bidding. Technical bids shall be evaluated as per evaluation process mentioned. A pre bid meeting will be conducted on **07 Nov 2023 at 1130 Hrs** at Regional Office VIJAYAWADA Premises.

5. EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only), in the form of a demand draft/pay order issued by a scheduled commercial bank favouring Union Bank of India, payable at VIJAYAWADA must be submitted along with the Techno-commercial Offer. Offers not accompanied with Earnest Money Deposit of Rs. Rs. 50,000/- (Rupees Fifty Thousand Only) 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 satisfactory deployment of un-armed guards as per the contract.

If any prevailing rules exempt EMD, the agency can submit their bids without EMD, however if they are found not eligible for waiver of EMD in a later stage, their bids will be rejected and commercial bids will not be opened. In such case option to submit EMD after the closure date will not be permitted.

6. PERFORMANCE BANK GUARANTEE

Before entering into an agreement, the selected PSAs should submit a Performance Bank Guarantee (PBG) of Rs. 5 Lakh at the Regional Offices of the Bank, in which the PSA is allotted Security Services. Performance Bank Guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, for a period of 42 months from the date of the Contract. This bank guarantee should be furnished on stamp paper value as per Stamp Act (Annexure-VII). The value of the Performance Bank Guarantee is 5 lakh each for Vijayawada & Machilipatnam Region. Purchaser will have the right to make good the loss from any of the bank Guarantee given by bidder even if given separately, irrespective of the purpose of the guarantee. All liabilities arising from this Tender will be made good from the Bank Guarantee.

If the Rate Contract are awarded to 2 or more vendors, the value of PBG to be submitted will also be split in terms of the value of the Contract allotted. In such cases, RO VIJAYAWADA will decide the value of PBG.

7. TECHNICAL OFFER (TO)

The Technical Offer (TO) should be complete in all respects and contains all information asked for in this document. **It should not contain any price information.** The Technical Offer should comprise the following:

- 7.1 Covering letter on the prescribed format (Annexure-II).
- 7.2 Demand draft for Rs.2,000/- (Non-refundable) towards Cost of RFP Forms, if downloaded from Bank's website.
- 7.3 PSA profile as per Annexure III.
- 7.4 Documentation (Brochures, leaflets, manuals etc., if any)

Classification: Internal

7.5 Details of reference sites of Central/Zonal/Regional offices of Public / Private Sector Banks as per Annexure-IV.

7.6 Earnest Money Deposit of Rs.50,000/- (Rupees Fifty thousand only).

LATE BIDS:-Any bid received after the deadline for submission of bid prescribed by the bank will be rejected and returned unopened to the Bidder.

8. PRICE BID

8.1 The Price Bid should contain all relevant rates and charges and the rates should be quoted in Indian Rupees only. The Price Bid should not contradict the TO in any manner.

8.2 Price bids to be submitted as per Bank Format given as per Annexure -V, V(A). Monthly rates per armed guard and security guard shall be quoted as per the given format. L-1 for Area "A", Area "B"& Area "C" shall be decided separately based on rates quoted for respective area.

9. PRICE COMPOSITION

9.1 Monthly Rates per Armed Guards and Unarmed Guard will be given in the format as per Annexure-V and V(A).

9.2 The Bank will shortlist Agencies, who satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed Agencies will be opened. Short listed Agencies will be notified by e-mail/post and the agencies authorized representatives may be present at the time of opening of the Price Bids.

10. NO ERASURES OR ALTERATIONS

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

11. AGREEMENT BETWEEN THE PSA AND THE BANK

The successful PSAs shall execute an Agreement with the Bank on Rs.100/- non-judicial Stamp Paper as per Terms & Conditions as per Annexure-VI. It is understood that the PSAs, who are willing to offer their Security Guards' services in response to this RFP have read all the terms and conditions given at Annexure-VI and have agreed to all the Terms & Conditions without any modifications.

12. VALIDITY OF OFFER

The offer should be valid for period of Six months from the last date for submission of the offer.

13. EVALUATION PROCESS

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

a) Stage I

i) Technical bids from bidders not accompanied with Demand Draft/cash receipt 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 National Small Industries Corporation (NSIC) provided proof document for registration is submitted.

ii) The registration with NSIC of PSAs claiming exemption shall be verified with NSIC based on the proof documents and if found ineligible for such exemption, the tender of such PSAs shall be summarily rejected.

b) Stage II

i) 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.

ii) A comparative chart capturing information on compliance of minimum eligibility criteria as per proof documents shall be prepared and evaluated.

iii) Offers not complying or adhering with any of the minimum eligibility criteria or not submitting proof documents shall not qualify this stage.

c) Stage-III

i) 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.

ii) Feedback from reference sites as indicated in the tender document by the bidders shall be obtained in writing and evaluated.

iii) A comparative chart shall be prepared to capture the details of verification carried out during site visit & feedback obtained from reference site.

iv) 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.

v) Bidders qualifying this stage shall become eligible for empanelment and approval from competent authority shall be obtained for empanelment of the qualifying PSAs for three years. PSAs empanelled will be informed accordingly.

d) Stage-IV

- i) Price bids of only empanelled bidders shall be opened in presence of the empanelled bidders or their authorised representatives at the given date & time.
- ii) 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.
- iii) A written offers will be given to L2 and L3 bidders to match L1 price. Written confirmation for matching L1 price will be obtained from L2 and/or L3 bidders, if they are ready to match L1 rate.
- iv) Non-qualifying bidders will be intimated with reason(s) for non-qualification.

14. 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.

15. OPENING OF OFFERS

Technical Bid offers will be opened at 1130 hrs on 28 Nov 2023. The bidders / their representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the suppliers 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.

16. ORDER CANCELLATION

16.1 If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or the extended date communicated by the Bank, it will be a breach of contract. The Bank reserves the right to cancel the order in the event of delay in deployment of Security Guards and forfeit the Earnest Money Deposit.

16.2 During the contract period if the PSA violates either terms and conditions or the responsibilities mentioned in RFP or the agreement, the first party will have the right to cancel the contract with 30 days' notice period.

17. PAYMENT TERMS

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Armed Guard, Unarmed Guards as per documents to be maintained by the PSA and shown to the Bank shall be made within one week after the end of every calendar month. PSA shall submit bill along with the copies of Wage Slips without delay. Along with the bills the PSA shall also submit the copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the PSAs employees deployed with the Bank. On scrutiny of the Bill and these documents the respective branch, Administrative office shall make the payment.

The PSA shall ensure that Saving Bank Account of the PSA Employee gets credited by the 10th day of the month following the Wage Month and further ensure that the amount credited is the same as the net wage payable as per the Wage Slip.

18. Qualitative Requirements (QR) for Security Guards (Armed/Unarmed)

The expected Qualitative Requirements (QR) for Security Guards (Armed/Unarmed)

- a) Security Guard (Armed) deployed at Branches should be either ex-servicemen of Indian Defence Forces or ex-paramilitary personnel or ex-CAPF or ex-State Reserve Police Forces.
- b) Age of the Security Guard (Armed/Unarmed) at the time of first deployment should not be above 52 years.
- c) Security Guard (Armed) should have been released from his parent service in medical category SHAPE-I or equivalent and be medically fit in all respects at the time of deployment. Their medical fitness will be considered as per medical fitness certificate from Registered Medical Practitioners with qualification not less than M.B.B.S., as produced for verification by their employer, i.e., the PSA.
- d) Security Guard (Armed/Unarmed) should perform their duty for eight hours per shift per location. Weekly off shall be provided after every six working days.
- e) Security Guard (Armed/Unarmed) 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.
- f) Security Guard (Armed) deployed at branches shall perform duty with their own or the PSA's firearms held under a valid arms license. The Bank will not take the responsibility for the safe-custody of the firearms and its ammunition.

- g) The place of duty for the Security Guard (Armed) in the branch should be generally at the entrance or at a vantage point. The guard should not be seen sitting during the business hours.
- h) The duty of the Security Guard (Armed) is to keep a watch over persons visiting the branch for the purpose of safety & security and guard against infiltration and against removal of bank's property by any unauthorized persons AND/OR to watch and guard, as against above, the movement of cash from one place to another whether inside or outside the Bank.
- i) At any point of time if it is found that the guard on duty is not wearing proper uniform as prescribed or not reporting on duty in time, the bank will be at the discretion of withdrawing washing allowance and conveyance allowance paid to the guard on case to case basis.
- j) The Security Guard (Armed)) while performing duty shall use his firearm only for his right to private defence as provided u/s 96 to 106 of the Indian Penal Code. This condition should be incorporated as a separate clause in the Agreement to be executed jointly with the PSA.

19. Responsibilities Of Private Security Agencies

19.1 Selected PSA has to submit monthly compliance data as Wage sheet, 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- empanelled

- a. Armed Guards should have their own or the agency's fire arms held under valid license. The bank will not take responsibility for the safe keep of the Gun.
- b. PSA shall submit Police verification of each Security guard at the time of deployment in the branch.
- c. PSA shall submit medical certificate in respect of Security guard deployed at our branch, obtained from MBBS doctor.
- d. PSA should submit monthly bills/invoice along with the copies of Wage Slips to the concerned Branches within 7 days after completion of month. From the second month onwards, along with the bills/invoice the PSA should also submit the copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the PSAs guard deployed with the concerned Branch. Otherwise, payment will not be released.

- e. PSA will ensure that Guards deployed in branches/ATM's will open saving bank account with the Union bank of India branch / where the guard is deployed. Payment to Guard by the PSA will be made only through Union Bank of India account. PSA will not pay salary of Guard in cash/cheque 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 branches.
- f. PSA should pay Minimum wages to Guards as per Minimum wages act and as per prevailing per day Wage rates as revised by Ministry of Labor and Employment from time to time .
- g. PSA should maintain the attendance, leave of the employee, and produce before branch manager whenever he wishes to inspect them.
- h. PSA should maintain the Muster Roll as per Form V and PSA should issue employment card as per Form XIV to each guard.
- i. PSA shall obtain Labour License in form no. VI from the Labour Licensing office. It shall also be the responsibility of PSA to get the license renewed before its expiry date.
- j. PSA shall submit an **affidavit** to this effect that they are complying with the following mandatory statues.
 - a. Provisions of Minimum wages act 1948 and payment of minimum wages revised from time to time.
 - b. Employees Provident fund and Miscellaneous Provision act 1952.
 - c. Employees Deposit Linked insurance Scheme 1976
 - d. Employees state insurance act 1948.
 - e. Payment of Gratuity Act 1972.
 - f. Payment of Bonus act 1965

19.2 The duty of Armed Guard is to keep a watch over persons visiting the branch for the purpose of safety and security and guard against infiltration and against removal of the bank's property by any unauthorized persons AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the bank. The Guard shall not use his firearm on any occasion except as his right to his private defence as provided u/s 96 to 106 of the Indian Penal code when, and only if, his life is perceived to be in danger from armed miscreants having the intent of committing theft inside the branch or during cash remittance.

20. Character & Antecedent Verification

Before deployment of their Armed Guards, Unarmed guards, the PSA should arrange for verification of the antecedents of the guards by the police and such verification Certificate by the police should be submitted by the PSA to the Bank before deployment of the guard.

20.Compliance with Contract Labour Act

The selected PSAs shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules and all other applicable Labour Laws/Rules time to time.

21. Right to alter quantities & repeat order

The Bank will be free to either reduce or increase the number of Security Guards (Armed/Un-Armed) to be deployed on the same terms and conditions. The Bank reserves the right to alter.

22. Precautions Against Spread of COVID-19

The agency will have to take all the precautionary measures as per the directives of GOI MoHFW/State Government/Local Administration to prevent the spread of Covid. The guards deployed at the branches and /or at ATM's are to be well versed with the above guidelines and ensure that the same are implemented and help the branches in reduction in spread of Covid-19.

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

**The Chief Manager (P&D),
UNION BANK OF INDIA REGIONAL OFFICE - VIJAYAWADA
1st Floor R.R. Apparao Street, Near Amma Hotel one Town Vijayawada - 520 001**

Or

**The Regional Security Officer
UNION BANK OF INDIA REGIONAL OFFICE - VIJAYAWADA
1st Floor R.R. Apparao Street, Near Amma Hotel one Town Vijayawada - 520 001**

Email:rso.vijaywada@unionbankofindia.bank, Landline no.0866-2560402

*Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards*



24. GOVERNING LAW AND DISPUTES Any dispute will be subject to the exclusive jurisdiction of the courts at where the Regional Office of all the nine regions are located

**Dy. General Manager
Regional Head**

Union Bank of India

Annexure - I

(Letter to the bank on the PSA letterhead)

To

**The Regional Head,
UNION BANK OF INDIA
REGIONAL OFFICE - VIJAYAWADA
1st Floor R.R. Apparao Street,
Near Amma Hotel one Town
Vijayawada - 520 001**

Dear Sir,

Sub: Your RFP for Deployment of Unarmed Guards

Classification: Internal

With reference to your tender notice published in News papers on 31 Oct 2023 and the RFP published in your website with effect from 31 Oct 2023, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of Security Guards Services as detailed in your above referred RFP.

We confirm that we have not been disqualified by any Bank/PSUs for deployment of Guards.

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

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

We hereby confirm that we have read the terms and conditions given at the Annexure-V of the RFP and agree to them fully.

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

We enclose herewith a Demand Draft/Pay Order for Rs.2000 (Rupees Two Thousand only) favouring Union Bank of India payable at, VIJAYAWADA, towards cost of RFP Form, details of the same as under:

- Demand Draft/Pay Order No. :
- Date of Demand Draft/Pay Order :
- Name of Issuing Bank :

We enclose herewith a Demand Draft/Pay Order for Rs. 50,000/- (Rupees Fifty Thousand Only) favouring Union Bank of India payable at VIJAYAWADA, being the EMD, details of the same are as under:

- Demand Draft/Pay Order No. :
- Date of Demand Draft/Pay Order :
- Name of Issuing Bank :

*Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards*



Yours faithfully,

Authorised Signatories

(Name & Designation, seal of the firm)

Union Bank of India

Classification: Internal

Self Assessment

PRE-QUALIFICATION CRITERIA: SELF-ASSESSED EVALUATION PARAMETERS & WEIGHTAGE MARKS.			
It is Mandatory that all Agencies shall have Registration for Tax (PAN, TAN), ESI, EPF, Service-Tax, Shops & Establishments Act, State Private Security Regulation Act. 2005/09, Labour licence, etc. - Enclose Copies			
Sr. No.	Evaluation Parameter	Weightage	Self Rating Marks
1.	<u>AVERAGE</u> Turn Over in last 3 years (submit audited balance sheet of last 3 years)		
i.	Rs.8 crores and above	10	
ii.	Above Rs.6.00 crores but less than Rs.8 crores	7	
iii.	Above Rs.3.00 crores but less than Rs.6 crores	4	
iv.	Less than Rs.3.00 crores	0	
2.	<u>AVERAGE</u> Net Profit in last 3 years (submit audited balance sheet of last 3 years)		
ii.	Above Rs. 80 Lakhs and above	10	
iii.	Above Rs 40 Lakhs but less than Rs 80 Lakhs	7	
iv.	Less than Rs.0.20 Lakhs but less than 0.40 Lakhs	4	
iv.	Profit up to 0.20 Lakhs	2	
3.	Nos. of years in Security Services in (Centre/State) (Submit self verified copy of work orders)		
i.	10 years and above	10	
ii.	More than 5 years but less than 10 years	7	
iii.	Less than 5 years	2	
4.	<u>Providing</u> Services to Public Sector / Private Banks in Andhra Pradesh (Submit self verified copy of work orders)		
i.	Total tenure of 10 Years and above	10	
ii.	Total tenure of More than 8 years but less than 10 years	7	
iii.	Total tenure of More than 5 years but less than 8 years	5	
iv.	Total tenure of Less than 5 years	0	
5.	<u>AVERAGE</u> Nos. of Security Guards deployed with Banks in last 3 years, in Andhra Pradesh. # (Submit signed formats as per Annexure IX)		
i.	Above 500 nos.	10	
ii.	More than 200 nos. but less than 500 nos.	7	
iii.	Less than 200 nos.	4	
6.	<u>AVERAGE</u> Nos. of <u>Armed Ex-Servicemen,Ex-Para-Military</u> Guards deployed with Banks. # (Submit signed formats as per Annexure IX)		
i.	Above 200 nos.	10	
ii.	More than 100 nos. but less than 200 nos.	7	

iii.	Less than 100 nos.	4	
7.	Whether ISO Certified (Submit self verified copy of ISO certificate)		
i.	Yes	10	
ii.	No	0	
8.	Nos. of Offices/Branches in Andhra Pradesh (enclose Address, Tel./Cell. Nos. landline facility, Nos. of employees, Designation, Name of Contact Person, etc.) (submit self verified copy of agreement for office addresses)		
i.	Over 5 nos.	10	
ii.	3 to 5 nos.	7	
iii.	Less than 3 nos.	2	
9.	Having Supervisory & Training Infrastructure & impart Training & Firing Practice (Gunman) to employees on regular basis in Andhra Pradesh. **		
i.	Yes, Own infrastructure / facility available	10	
ii.	Yes, Tie-up arrangement with PASARA registered training establishments	7	
iii.	No Training facility	0	
10.	Average Rating awarded by clients as per Annexure IX submitted by PSAs.	10	
	TOTAL	100	

Enclose:

Provide authenticated proof along with documents, for all the above parameters. All documents should be duly signed & stamped.

NOTE: Criteria mentioned above are just minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Vendors scoring 80 marks & above may only be considered for pre-qualification. Vendors themselves have to fill in self-rating marks in the above table & **Enclose Proof** thereof.

For counting number of Guards/Ex Servicemen Armed Guards deployed in Banks in Andhra Pradesh, Feedback Performa as per Annexure duly signed from competent authority of Banks will be considered valid document. Only number of Guards mentioned in Annexure will be counted for scoring. PSAs are advised to strictly follow the format mentioned in Annexure. No alterations/additions are to be done in Annexure. In case of Non submission of Annexure, Only 2 marks per criteria will be awarded for Criteria 5, 6 and 10.

** For proof of Training- Attach certificate regarding Firing practice conducted in last two Training programs conducted by the PSA for their Armed Guards from **approved firing range**. Non submission of relevant Certificate from firing range, it will be considered that the PSA don't have any facility for firing practice of Armed Guards. Failure to submit proof regarding conduct of firing in last three years i.e. 2020-21, 2021-22 and 2022-23 PSA will be eligible for only 2 marks in the concerned criteria (criteria - 9).

(Letter to the bank on the PSA letterhead)

Annexure - III

PROFILE

1. Name of the Organization and Address:
2. Year of Establishment:
3. Status of the firm:
(Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm)
4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.
6. a) Name and address of Bankers :
 - i)
 - ii)

b) Turnover of the Company/Firm in 2020-21, 2021-22 and 2022-23:
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the Years 2020-21, 2021-22 and 2022-23 as proof documents)

2020-21	:
2021-22	:
2022-23	:
7. Whether registered for GST/Service Tax purposes. If so, mention number and date.
8. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax clearance certificate and submitted IT returns for the last three years.
9. Is the Company/Firm a supplier of Security Guards Services? If yes,
 - a) Mention the addresses and phone numbers of the company's offices in the districts mentioned in the RFP

Classification: Internal

Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards



- b) Give the earliest date of opening of an office in the districts mentioned in the RFP
- c) What are your main fields of activities? Mention the fields giving the annual turnover for each field.
- i)
ii)
iii)
10. Since when and how long your Company/firm has been supplying Security Guards services?
11. If you have been prequalified by other corporate bodies and public sector banks for supply of Security Guards Services, furnish their names and date of empanelment.
12. Furnish the names of renowned organizations, where you have supplied Armed/Unarmed Guards services in Andhra Pradesh in the last three years, i.e., from 01 April 2020 to 31 March 2023:

Name of Organisation with Address	Since when?	Average annual Payment received

Classification: Internal

*Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards*



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(Please attach copies of their orders or payment proof)

A separate sheet may be attached if the above space is inadequate)

Details of Security Supervisory Staff

Sr.No	Name	Qualification	Post Held	Experience

13 Details of Uniform

Classification: Internal

Describe the Uniform and liveries which will be used by the agency during the contract period in detail. There shouldn't be any deviation in the uniform details submitted in technical tender. (It should not have resemblance with any uniform used by Armed forces/ Para military or police.) Explain

14. Details Of Training and Firing Practice facility (Attach certificate regarding conduct of Firing practice in last 3 years) :

- a. 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 Union Bank of India on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
- b. I / We agree that the decision of Union Bank of India, RO, VIJAYAWADA in selection of PSAs will be final and binding to me / us.
- c. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
- d. 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

(Letter to the bank on the PSAs letterhead)

Annexure - IV

Classification: Internal

Reference Site Details(Located in Andhra Pradesh State)

(1) Name of the company	
Address of the bank's Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Armed/Unarmed Guards Services in last 3 years (Ref. No., date of order and quantity)	

(2) Name of the company	
Address of the bank's Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Armed/Unarmed Guards Services in last 3 years	

*Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards*



(Ref. No., date of order and quantity)	
(3)Name of the company	
Address of the bank's Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Armed/Unarmed Guards Services in last 3 years (Ref. No., date of order and quantity)	

AUTHORISED SIGNATORY

(Letter to the bank on the PSA letterhead)

Annexure V

MONTHLY CHARGES FOR PROVIDING SECURITY GUARDS SERVICES

PART A					
Sr. No	Payment Details	%	Security Guards (Without Arms)		
			Area A	Area B	Area C
1	Basic plus Variable Dearness Allowance(VDA)	N.A.			
2	Employees Provident Fund (EPF)				
3	Employees Deposit Linked Insurance(EDLI)				
4	Admn. Charges to PF & EDLI Authority				
5	Employees State Insurance (ESI)				
6	Total (Sr. No.1 to Sr. No.5)				
7	Service Charge (Minimum 8 % up to 12%) of Sl.No. 6.	%			
8	Total Cost Per Head (Sr. No.6 to Sr. No.7) *				
PART B					
1	Washing Allowance	Fixed	500	400	300
2	Conveyance Allowance	Fixed	500	400	300
3	Charges for Weekly Off	Four Days of (Basic +VDA+EPF+ EDLI+ Adm. Chgs. to PF & EDLI + ESI + Washing allowance + Conveyance allowance)			
4	Total (Sr. No.1 to Sr. No.3)				
PART C					
1	Grand Total (Part A Sr. No.8 +Part B Sr. No.4)	N.A.			

Classification: Internal

(Letter to the bank on the PSA letterhead)

Annexure V (A)

MONTHLY CHARGES FOR PROVIDING ARMED GUARDS SERVICES

<u>PART A</u>						
Sr. No	Payment Details		%	Armed Security Guards (with Arms)		
				Area A	Area B	Area C
1	Basic plus Variable Dearness Allowance(VDA)		N.A.			
2	Employees Provident Fund (EPF)					
3	Employees Deposit Linked Insurance(EDLI)					
4	Admn. Charges to PF & EDLI Authority					
5	Employees State Insurance (ESI)					
6	Total (Sr. No.1 to Sr. No.5)					
7	Service Charge (Minimum 8 % up to 12%) of Sl.No. 6.		%			
8	Total Cost Per Head (Sr. No.6 to Sr. No.7) *					
<u>PART B</u>						
1	Washing Allowance	Fixed		500	400	300
2	Conveyance Allowance	Fixed		500	400	300
3	<u>Total (Sr. No.1 to Sr. No.2)</u>					
<u>PART C</u>						
1	Grand Total (Part A Sr. No.8 +Part B Sr. No.3)	N.A.				

Note:

- a)* The total cost at Part A Sl. No. 8 will be considered for deciding L1.
- b) Sl. No. 1 to 6 are mandatory charges as per prevalent acts and rules. Not quoting any amount or quoting below the statutory minimum will render the submitted Price Bid ineligible.
- c) Basic & VDA (Sr. No.1) should not be less than the minimum wages fixed and revised from time to time, by the Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. Where both Central and State Governments have fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable. The minimum rates of wages also include the wages for the weekly day of rest.
- d) The minimum wages (Central) as applicable as on the Last date of submission of the RFP date is to be quoted by the agencies
- e) Mandatory % of EPF employer's contribution shall be paid by the Bank.
- f) Mandatory % of ESI as per applicable rates to be calculated on Part A Sl.No.1 and Part B Sl.No.2.
- f) Providing one day weekly off on any day in a week of seven days is mandatory. PSA has to provide a reliever mandatorily on weekly off days at any ATM site or administrative offices (where applicable).PSA has to mandatorily quote weekly off charges as given at Part B Sl. No. 3.
- g) The areas 'A', 'B' & 'C' shall be as per Notification issued, and revised from time to time, by the Ministry of Labour & Employment, Government of India.
- h) GST on Grand Total (Part C Sr. No.1) shall be paid extra as per extant Rules.
- i) Wherever the State Govt. has fixed some mandatory charges for a particular area/ state which are over and above the stipulations of the Bank, the same shall be mentioned separately in the Price Bid format.

AGREEMENT

Classification: Internal

Annexure VI

PROVIDING/OBTAINING SECURITY GUARD (ARMED/UNARMED) SERVICES

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

AND
The Private Security Agency (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 safeguarding its properties and assets.

Whereas the PSA, providing security guards (armed/unarmed) services has agreed to provide Security Guards (armed/unarmed) (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 Armed Guards/Security Guards possessing the required skill and training shall be deployed at the branch/office/ATM (Strike out whichever is not applicable). The PSA's Employees shall not be more than 52 years of age at the time of first deployment.

3. The PSA hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the PSA's employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005, 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 and weapon handling training & periodic refresher training program on regular basis at its own cost. The PSA shall ensure that the PSA's Employees who are deployed as Armed Guards have undergone firing practice and test fired their weapon at least once during the currency of this agreement and submits necessary proof of firing carried out to the First Party.
5. The PSA shall ensure that the PSA and their employees deployed with the first party shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
6. If the State Law requires the registration of the PSA with the Welfare Board of Security Guards or any such other Board constituted under the State law, completion of such registration shall be ensured by the PSA before deploying their employees with the first party.
7. The PSA's Employee who is an Armed Guard shall have a licensed firearm (12 Bore DBBL gun) provided by the Agency or issued in his personal name either for 'Property Protection' or for his 'Self Protection'. A license issued for any purpose other than above shall not be acceptable. The PSA shall also ensure that the Gun Licence of the PSA's Employees remains valid as per State laws throughout the currency of this agreement. The custody of the firearms and its ammunition shall be the sole responsibility of the PSA or the PSA's Employees. The First Party shall not be liable for the safe custody of the firearms and its ammunition.
8. The PSA agrees that the duty of the deployed security guard (armed/unarmed) is to keep a watch over persons visiting the branch/office or ATM for the purpose of safety & security and guard against infiltration and against removal of bank's property by any unauthorized person AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the Bank. The PSA further undertakes that he has briefed the PSA's employee, who is an Armed Guard in writing that the guard shall use his firearm only as his right to private defense as provided U/s 96 to 106 of the Indian Penal Code.
9. The PSA shall ensure that the PSA's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
10. PSA shall provide the names of PSA's Employees to the branch/office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's Employees deployed at First Party's premises from time to time along with their latest photographs, thumb impression, signatures & Aadhaar 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/ATM have read & understood their duties.

12. The PSA will provide PSA's Employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (Photo I-Card, name Tab, baton, whistle etc) 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, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of PSA's Employees and shall produce these records for verification as when demanded by the First Party.

22. The PSA shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.

23. PSA shall alone 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/ATM 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. All payments under this agreement shall be made to the PSA by the Bank's branch/office, where the PSA's Employees are deployed on a monthly basis by a crossed cheque/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.

25. PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues for/to PSA's Employees like salary/wages, bonus, arrears, overtime, EPF & ESI contributions employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's Employees and First party will not undertake any liability in relation to such matters.

26. The PSA's Employees shall not claim any employment relationship with First party under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the First Party that he is a permanent employee of the PSA and the written undertaking in original shall be given to the First Party's Office, where he is deployed.

27. PSA hereby undertakes to ensure payment of wages to its PSA's Employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactments of Central/State Governments.

28. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of

this agreement, shall be borne by the PSA alone and the First Party shall not be liable to pay any excess amount.

29. The PSA shall pay the monthly wages to PSA's Employees deployed with the First Party by crediting the Savings Bank Account of the PSA's Employees with any bank.

30. PSA shall submit printed receipts for all the payments received from First Party. The PSA shall also furnish the proof of having paid the wages to the PSA's Employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on 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.

31. First Party shall not make any direct payment of whatsoever nature to the PSA's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's Employees.

32. PSA shall also ensure that the PSA's Employees do have their own arrangements for their food, beverages and refreshments.

33. In case of any injury/death of any staff member of First Party or a public member because of firing of weapon of the PSA's Employees for any reason, PSA shall be liable to pay compensation as deemed necessary and become payable to the injured/deceased or their legal claimants. All legal proceedings and expenses towards such incidents/accidents will be borne by the PSA without involving the first party at any stage.

34. In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by PSA's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the PSA and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of Demand by the First Party and upon failure of the PSA to do so, the First Party shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are paid/settled off.

35. In the event of theft, pilferage, damage to property of the First Party or any other loss, the First Party shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of the bank, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA's employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the First Party and the PSA are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to First Party within a month of demand

and upon failure of the PSA to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to invoke the Bank Guarantee in favour of the First Party submitted by the PSA or to adjust the monthly bills payable by the First Party to the PSA towards the amounts payable by the PSA till the entire dues are paid/settled off.

36. Neither the PSA nor any of the PSA's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the PSA's Employees while on duty.

37. The PSA's Employees deployed for the security of the branch/office/ATM as per terms of this Agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and the PSA's Employees. PSA shall also make it clear to PSA's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the PSA shall continue to be their employer.

38. In return for fixed sum/rates, the PSA shall at its own risk & cost provide services of PSA's Employees as per the requirement of the First Party purely on Contractual basis.

39. PSA undertakes to submit a copy of licence from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing security guard services in offices/ATMs of First Party before deploying their employees with the First Party.

40. PSA states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to PSA and, in turn, by the PSA to PSA's Employees.

41. PSA shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which PSA shall be solely responsible.

42. PSA hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the PSA or even otherwise.

43. The First Party as well as the Reserve Bank of India shall have the right to access all books, records and information relevant to the PSA's employees deployed with the First Party and shall have the right to cause an inspection on the PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the First Party.

44. The PSA shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if and when demanded.

45. The PSA shall not sub-contract the security guards'/armed guards' services provided to the First Party to any third party without the prior approval of the First party.

46. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the PSA violating any of the terms of this Agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the PSA or PSA's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the PSA receives, from the First Party, the intimation about such violation or non-performance or negligence.

47. In continuation of the Clause 46 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 Performance Bank Guarantee and forfeit the entire amount covered by the Performance Bank Guarantee as penalty for non-adherence to this agreement / contract.

48. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs._____for each Armed Guard / Rs._____ for each Security Guard (excluding taxes) and after deducting TDS (if applicable) to the PSA for each completed month of services or pro-rata 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)

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

(First Party)

(Second Party)

ANNEXURE VII

Performance Bank Guarantee

Guarantee No.: _____

Date: _____

In consideration of the Union Bank of India, Regional Office, 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 H.O.) (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 and Armed Guards at its ATMs / 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"

Classification: Internal

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.

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

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 of Union Bank of India under Jurisdiction of respective Regional Offices 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 of Union Bank of India under Jurisdiction respective Regional Offices.
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 of Union Bank of India under Jurisdiction respective Regional Offices.
4. That the bonus will be paid to all our guards as per bonus act 1965 in respect of guards deployed at the branches of Union Bank of India as per the work order.
5. That the gratuity will be paid to the security guards deployed at the branches of Union Bank of India under Jurisdiction of Respective Regional Office as and when they become eligible for such payment under the relevant law.
6. That all the guidelines will be followed as stipulated from time to time by Ministry of Labour and Employment.
7. 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 Andhra Pradesh.
8. That the firm will be solely responsible for any dispute arising out of the appointment/termination of services of the armed guards deployed in the branches of our bank.
9. That the PSARA license of the firm is valid for the period of contract i.e. from to

*Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards*



10. 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.

**Signature of Director/Partners
With name and Seal**

Date:

Place:

Union Bank of India

CLIENTS CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name and Address of Client:-

Name of Firm/PSA :-

Details of work executed by the Firm/PSA:-

1.	Name of Work with brief particulars as deployment of Security Guards/Armed Guards in branches/Region/Zones.	
2.	Agreement No. and date	
3.	Period of contract/Actual Period of Services Rendered.	
4.	Average number of Ex-servicemen Un-armed <u>Security Guards/ATM Guards</u> deployed in last 3 years (approx).	2020-21:- 2021-22:- 2022-23:-
5.	Average number of Ex-servicemen <u>Armed Guards</u> deployed in last 3 years (approx)	2020-21:- 2021-22:- 2022-23:-
6.	Details of compensation levied for delay (indicate amount) if any	
7.	Name and Address of Authority under whom work executed.	
8.	Whether the deployed Armed Guards are professionally trained.	
9.	Periodic training and Firing practice of Armed Guards conducted by PSA. Please comments.	
10.	Whether the PSA is complying with minimum Wages Act 1948, Employee's Provident fund and Miscellaneous Provision Act 1952, Employees Deposit Linked Insurance Scheme 1976, Employees State Insurance Act 1948, Payment of Gratuity Act 1972, Payment of Bonus Act 1965 and all other Laws as applicable	
11.	Violation of Labour Laws, if any	
12.	Whether the PSA has adequate Supervisory, administration and Training facilities available with them. If yes, mention physical area of strength.	
13.	Did the PSA go for Arbitration/Default. If Yes, Total amount of claim.	
14.	Average Response time for deployment. (number of days)	

Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards



15.	Quality of Work	Outstanding/Very good/Good/Satisfactory/ Poor
a)	Comments on capabilities of the PSA	Outstanding/Very good/Good/Satisfactory/ Poor
b)	Technical Proficiency regarding Labor laws	Outstanding/Very good/Good/Satisfactory/ Poor
c)	Financial Soundness	Outstanding/Very good/Good/Satisfactory/ Poor
d)	Mobilization of Manpower	Outstanding/Very good/Good/Satisfactory/ Poor
e)	Quality of Manpower supplied for Security purpose	Outstanding/Very good/Good/Satisfactory/ Poor
f)	General Behavior	Outstanding/Very good/Good/Satisfactory/ Poor
16.	<u>Overall Rating of PSA on a score of 10**</u>	Marks awarded by Reporting Officer are:-

** Rate the PSA on a total score of 10 on different parameters including compliance to Labor Laws, services, quality of Manpower etc.

Note : All the columns should be filled up properly.

Signature of Reporting Officer* with Office Seal

Details of Officer

Name:
Designation:
Mobile No:
Email Id:

*Reporting Officer should be Security Officer or equivalent.

Duties of Private Armed Security Guards at Branch/Office

1. Armed Guard shall perform duty for eight hours on all working days and shall report to the Site 15-30 minutes prior to opening of the branch/shift hours.
2. On starting/ending of duty at the branch/office, the Armed Guard shall inform the Banks Branch Manager/Authorized official about the satisfactorily condition and starting/ending of his duty.
3. Armed Guard shall perform duty only in prescribed uniform provided to him by his employer i.e., PSA.
4. Armed Guard shall check and inform of any damage, accident, pilferages, incident, fire/arson, etc., as also, any defect/malfunctioning of ATM, electrical equipments, lights, AC, etc. to Branch Manager/Authorized official.
5. Armed Guards' place of duty shall be generally near the entrance of Branch: The main entrance outside the main door, from where he can view a part of the banking hall also. At the Office: The Main Gate and at places identified by the Authorized officer from where he can have an overall view of the area.
6. Armed Guard shall not permit any Arms & Ammunition inside the Branch/office by customers/anyone.
7. In case of any UNREST in the area, Armed Guard should close the Main Entrance/Gate and inform the Branch Officials/Authorized official.
8. Armed Guard while performing duty at the branch/office shall keep watch on persons visiting the branch/office and inform Branch Manager/Authorized Officer of any suspicious movement/activity.
9. Armed Guard 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.
10. At office site, Armed Guard on duty should allow access to ATM card holders only and permit one ATM card holder inside the ATM at one time.

11. Armed Guard should ensure that the Branch Entrance/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.
12. In case anybody leaves behind any bag, suspicious item, etc., Armed Guard, on duty, should immediately inform Branch Manager, Security Officer or Police.
13. Armed Guard should interact with customers/office visitors/staff with respect and politeness.
14. Armed Guard should not leave the place of duty unless properly relieved during duty hours and after duty hours (at offices).
15. Armed 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.
16. Armed Guard shall escort cash remittances, as and when required by the branch.
17. Armed Guard shall perform security related duties only and shall not involve in any other work or banking operations related or any other activity at the Branch/Office.
18. At Office location Armed 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.
19. At Office location Armed 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.
20. Armed 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.
21. Armed guard shall not use his firearm on any occasion except as his right to his private defence as provided u/s 96 to 106 of the Indian Penal Code when, and only if, his life is perceived to be in danger from armed miscreants having the intent of committing crime inside the Branch/Office. This should be amply clarified to the Armed Guard by the Vendor.

*Request for Proposal (RFP) for Empanelment of Private Security Agencies
For providing Security services Armed/Un-Armed Guards*



22. 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.

Union Bank of India

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

1. Security Guard shall perform duty for eight hours and shall report to the Site 15-30 minutes prior to duty/shift hours.
2. On starting/ending of duty at the ATM/office, the Security Guard shall inform the Branch Manager/Authorised official about the satisfactorily condition and starting/ending of his duty.
3. Security Guard shall perform duty only in prescribed uniform provided to him by his employer i.e., PSA.
4. Security Guard should not leave the place of duty unless properly relieved during duty hours and after duty hours (at offices).
5. Security Guard while performing duty at the ATM/office shall keep watch on persons visiting the ATM/office 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.
6. Security Guards' place of duty shall be generally at the main entrance outside the main door of ATM, 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.
7. Security Guard on duty should allow access to ATM card holders only.
8. Security Guard should permit one ATM card holder inside the ATM at one time.
9. Security Guard shall not permit any Arms & Ammunition inside the ATM/office by customers.
10. In case anybody leaves behind any bag, suspicious item, etc., Security Guard, on duty, should immediately inform Branch Manager, Local Police, or Security Officer.
11. In case of any UNREST in the area, Security Guard should close the Rolling Shutter of the ATM/Main Gate at office, and inform the Branch Manager/Authorized officials.
12. Security Guard should interact with ATM users/Customers/office visitors/staff with respect and politeness.

13. Security Guard should ensure that the ATM site/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.
14. If any apparent defect in ATM or ACs is reported by ATM users, OR malfunctioning/defect in any electrical/other equipment, Security Guard should inform concerned officials immediately.
15. Security Guard shall check the Electronic Alarm System, CCTV and Fire Alarm System daily and if these systems are found defective at any point of time, he shall report the matter to the Branch Manager / authorized officer /AMC Firm for rectification of defects.
16. 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.
17. Security Guard should report any untoward incident to Branch Manager/Branch officials/Authorized bank official and PSA supervisors immediately.
18. 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.
19. 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.
20. 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
21. Security Guard shall perform security related duties only and shall not involve in any other banking operations related or any other activity at the ATM/Office.
22. 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.
23. 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.