Requirement of Security Services on Contract Basis

The Oriental Bank of Commerce Bank, Bhopal seek to empanel Private Security Service Agencies for providing security guards (armed & unarmed) on contract basis for their Bank’s branches, ATMs, offices and other premises under Regional Office, Bhopal. The Security Agencies registered under PSARA 2005 with the Govt. of Madhya Pradesh and meeting the criteria mentioned below and having reasonable presence in Bhopal may apply in sealed cover by 07.12.2015.

General Instructions

The bid should be in two parts, namely Technical Bid and Financial Bid. Bank may reject the bid outright in case the required documents as mentioned in the Request For Proposal are not found enclosed. Name, communication address of the company with telephone number(s) of the contact person also must be clearly stated on the envelopes. All Annexure must be clearly mentioned as Annexure A, Annexure B etc. and should be sequentially attached, duly flagged neatly. Bid document/s may be downloaded from the Bank’s website. Technical Bid should be accompanied by a BANK DRAFT of rupees five hundred (Rs. 500/-) in favour of “Oriental Bank of Commerce” as Participation Fees.

The service providers must enclose these Technical and financial bids in separate envelops and have these sent to the under-mentioned address in one envelope, super scribed as “Tender for Security Services for Bhopal Region of Oriental Bank of Commerce”.

The Deputy General Manager,

ORIENTAL BANK OF COMMERCE,
REGIONAL OFFICE, BHOPAL
Pragati Bhawan,Indira Press Complex M.P.Nagar Zone-1 Bhopal

Bids

- Technical Bid- Envelop No. 1 to include all documents as mentioned in technical eligibility criteria. Envelope may be clearly marked in capital bold letters Technical Bid For Security Services Bhopal Region Of Oriental Bank Of Commerce.Format for Technical Bid is at Annexure 1. The Technical Bids shall be opened in presence of the bidders or their representatives (under authorized signatories) at the place, date and time mentioned below. All those present during the opening process shall be required to sign in the register maintained for the purpose with the
Regional Office. Only one person / representative per bidder may be present for the opening of technical bids.

- **Financial Bid** - Envelop No. 2 to include price bid including wage structure of the security services including service charges as per the given format (Annexure 2). Central Minimum wage rates as applicable to Watch and Ward (security) personnel shall be applied along with Service Charge for the service provider. Bidders should quote the Central Minimum Wage rates as on date of application (duly supported by copy of applicable Govt. notifications) along with rate of Service charges expected from the Bank. Quotations not supported by the Govt. notification may be rejected. Envelope may be clearly marked in capital bold letters as follows Financial Bid For Security Services For Bhopal Region of Oriental Bank of Commerce.

**Evaluation and Empanelment**

- **Step -1**

  For purposes of comparisons and evaluation, Technical Evaluation shall be carried out first to determine eligibility for empanelment. This would entail scrutiny of submitted documents, discussions with and visits to the service provider(s) offices and / or training establishments and / or obtaining feedback about quality of service from existing clients of the Bidders by the officer(s) of Oriental Bank of Commerce. All service providers meeting Technical Eligibility Criteria shall be short-listed based on satisfactorily meeting all laid down eligibility criteria to the complete satisfaction of the Bank.

- **Step – 2**

  The financial bids in respect of short-listed service providers only will be opened and evaluated. In order to select service providers for empanelment, total amount payable by the Bank for one unarmed security guard (excluding all taxes) and one ex-serviceman armed security guard (excluding all taxes) but including service charges (at different locations / areas example “A”, “B” and “C”) shall be considered as the deciding factor for selection of L-1 in each of the categories (armed guard and unarmed guard). All taxes shall be payable in addition at applicable rates. L-2, L-3, L-4 and L-5 shall be determined similarly. Format for Financial bid is at Annexure 5. After determination of L-1, the Bank may seek consent of L-2, L-3, L-4 and L-5 to provide security services at L-1 rates (in both categories, unarmed guard and ex-serviceman armed guard). This consent shall be sought and obtained in writing. This would enable the Bank to maintain uniformity in wage rates and empanelment criteria. Consent would be sought from L-2, L-3, L-4 and L-5 in case five or more service providers are found to be technically eligible.

- **Step – 3**

  Based on consent received from service providers as above, the Bank shall empanel three service providers in each category of location/s (unarmed guard and ex-serviceman armed guard) for providing security services to the Bank. If L-2 and L-3 provide consent, then L-1, L-2 and L-3 shall be empanelled. If any of these does not give consent, L-4 and there-after L-5 shall be approached for empanelment. However, the Bank shall empanel only maximum 3 service
providers. The Bank shall be at liberty to decide on the services to be taken from these service provider(s). Efforts shall be made to distribute the work equally among all empanelled service providers. However, the Bank shall be at liberty to make a decision in its own capacity keeping in view the requirement(s) from time to time. Empanelment shall be for a period of two years. However, contract shall be entered into for a period of only one year. This contract may be renewed with the same or different empanelled service provider at the end of first year. However, the empanelment shall lapse at the end of two years. There shall be no binding on the Bank to engage same service provider(s) at end of one year or engage the same service provider(s) for the same branches / ATMs / offices. The Bank may change any or all of these depending on the situation and at its discretion.

<table>
<thead>
<tr>
<th>Ser</th>
<th>Subject</th>
<th>Date/time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of Commencement of Bidding Process</td>
<td>23.11.2015</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for Receipt of Bidding Documents</td>
<td>14.12.2015 (3 pm)</td>
</tr>
<tr>
<td>3.</td>
<td>Revised Date &amp; Time of Opening of Technical Bid</td>
<td>15.12.2015 (3.30 pm)</td>
</tr>
<tr>
<td>4.</td>
<td>Place of Opening of Bids</td>
<td>Oriental Bank of Commerce, REGIONAL OFFICE, BHOPAL Pragati Bhawan, Indira Press Complex M.P. Nagar Zone-1 Bhopal</td>
</tr>
<tr>
<td>5.</td>
<td>Website address</td>
<td><a href="http://www.obcindia.co.in">www.obcindia.co.in</a></td>
</tr>
<tr>
<td>6.</td>
<td>E-mail address</td>
<td><a href="mailto:security_bpl@obc.co.in">security_bpl@obc.co.in</a></td>
</tr>
</tbody>
</table>

**Technical Eligibility Criteria**

1. Private Security Agency should been in business for the last three years. This period of 3 years in business should have been completed on 30 April 2015.

2. Should have Effective infrastructure for the training of the Guards. Details of faculty, recruits trained, mark sheets, syllabus and duration of training may be checked.
3. Should have Credible Supervisory Infrastructure and network. List of branch(es) / office(s) in Bhopal and details of managers/supervisors with qualifications, experience and contact numbers should be given.

4. Should have a Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.


6. Should have Audited Balance Sheet (Last 3 years as above).

7. Should have earned profit during at least two years out of last three years. A Certificate, clearly indicating turnover and amount of profit earned in rupees should accompany the Technical Bid.

8. Should have Registration under Shops & Establishment Act in the State of Madhya Pradesh.

9. Should have Registration with ESIC.

10. Should have Registration with appropriate authority for Service Tax. Should produce Service Tax No.

11. The Agency should be registered with State Govt. under Private Security Agency Regulation Act 2005. Mere application with the said authority will not make the company eligible for empanelment.

12. A Bank Guarantee of rupees one lac (Rs. 1.00 Lac) HAVING VALIDITY OF 90 DAYS should accompany the Technical Bid. Format of Bank guarantee is at Annexure 6. Bank Guarantee of unsuccessful bidders shall be returned on completion of the bidding process. Successful bidders shall be asked to provide a Performance Bank guarantee for rupees 5 lacs each. Proforma for the same is at Annexure 7.

13. Successful bidders shall furnish undertaking in stamp paper that:-

   a. M/S…………….shall comply with all statutory / regulatory compliances as required (at present and also in future till the time services are provided to the Bank).

   b. All guards and personnel deployed at premises of OBC shall be employees of the service provider (M/S……………………………………).

   c. Police verification shall be completed for all personnel deployed at the Bank within one month of getting the work order for deployment.

   d. All armed guards deployed at branches / offices of Oriental Bank of Commerce shall be ex-servicemen. If 100 % ex-servicemen are not available, minimum deployment shall be 90% ex-servicemen and remaining 10% may be from BSF/CRPF/CISF/Assam Rifles / Manipur Rifles / ITBP. No other person / civilian shall be deployed at Bank’s branches.

   e. There shall be adequate ex-serviceman supervisors / administrators (Officers / Junior Commissioned
Officers/ Other Ranks) on their Rolls for this purpose.

f. These ex-servicemen shall have Exemplary Character in Service booklet / Record of service/ Discharge Book.

g. They shall be proficient in handling of arms / ammunition and that they have actually fired / used their weapon.

h. No armed guard shall leave the weapon at the Bank branch / Bank’s office(s) after / before duty hours.

i. No guard / armed guard shall be above 45 years of age while deployed at Bank’s branch(es) / ATMs.

j. No guard / armed guard shall be unfit in any manner, physically / morally or bear any adverse Police or Character record.

k. All guards shall perform duty as required by respective manager(s) of the Bank or as ordered by the Regional Offices of the Bank.

l. The guards (armed / unarmed) shall be rotated at Bank’s offices before completion of 180 days at any one office (i.e no guard / armed guard shall remain deployed at any one office of the bank for a period exceeding 180 days).

m. PF shall be deposited into the PF account of the individual guards and ensured by the service provider. The Service Provider shall update the Bank about PF balance in individual guards accounts in writing every three months.

n. Adequate and appropriate administrative and operational control shall be available to ensure regular attendance/ presence of guard / armed guard at Bank.s offices.

o. Service provider shall be responsible to ensure that ESI cards are issued to all guards within 3 months of joining duty with the Bank. In case any guard does not need ESI card (only ex-servicemen), then the Service Provider shall not demand ESI subscription in respect of such guard(s). Such ex-servicemen guards shall individually give in writing to the service provider their un-willingness to get ESI cards made for them. A copy of such un-willingness shall be provided to the Bank. (Regional Office).

p. All guards / persons deployed at Bank’s premises shall have undergone 160 hours of mandatory training at any recognized institution as prescribed by the government. Details shall be provided to the Regional Office before deployment.

q. The bid for empanelment includes bank guarantee of rupees one lac in favour of the Bank. In case, our company is successful in empanelment, we shall provide a Performance Bank guarantee of rupees 5 lacs as per Annexure 7. The Bank guarantee shall be returned to us after we furnish the Performance Bank Guarantee. We shall claim our Bank guarantee back in case we are not successful in empanelment with the Bank.
r. All guards / armed guards shall produce following documents before deployment.

i. Identity proof - Voter Identity Card / Aadhar Card / Passport / Service booklet with Photo / Ex-servicemen Identity card / Sarpanch certificate). Identity card from the service provider shall not be valid.

ii. Address proof (Voter Identity card, passport, Aadhar card, Bank passbook with photo, Sarpanch certificate, but not same as (i) above)

iii. Armed guard with valid gun license, gun and ammunition (20 cartridges) and fitness certificate of weapon (not older than 6 months) from an authorized arms dealer of the state / district where he is to be deployed.

iv. Training Certificate (with photo) issued by the Training Institution regarding training of 160 hours of mandatory training by the individual.

14. Not complying to any of the above provisions or not following any of the clauses of the ‘Undertaking’ shall be a ground for dis-empanelment / recovery of amount paid to the service provider / recovery of amount from the Performance Bank Guarantee and forbidding the company from participating in any further process of empanelment with the Bank. Proforma of Performance Bank Guarantee is at Annexure 7.

15. The Service provider(s) already on the panel of the Bank has also to apply afresh and compete with all the bidders. However, the Bank may reject any or all of the applications based on past adverse record of any of the bidder who may have provided unsatisfactory service to the Bank. For this, all service providers who have provided security services to the Bank during any period within past five years shall obtain Satisfactory Service certificate from the Regional Head of the Regional Offices of the Bank where they have provided service to the Bank. This certificate should clearly state the period during which the service was provided. In case a service provider has provided service to 2 or more regions, then a satisfactory service Certificate from both the Regional Heads should be attached. Such certificate from only one of the offices shall not be valid, if he has provided service to 2 or more regions. However, if a service provider has provided service to only one of the Regions, then a satisfactory Service certificate from only that Regional Office shall suffice.

16. Service Provider(s) which are sponsored/ empanelled/registered by Directorate General Resettlement (DGR) shall be given due weight age in terms of first preference among the empanelled bidders for deploying higher number of ex-servicemen armed guards. This will hold true only if such service provider(s) is/are among the empanelled bidders based on Technical and Financial Bid. No additional weight age/ preference shall be given for empanelment.

17. Service providers who are not on active list or are de-empanelled by DGR shall get no such preference. The Status of the Service Provider with DGR should be active to get any such weight age.

18. The empanelled Service providers who are engaged to provide Security services to the Bank shall be required to sign an Agreement as per Annexure 8.
19. The Bank may reject any of the bids based on any adverse history of any service provider or if any suggestion / advice / guideline have been received from any other Public sector Bank/ RBI / Central Vigilance Commission (CVC) / any other statutory / regulatory body in this regard.

20. **Scope Of Services**

Provision of security services at Bank’s offices. (Please see QRs for guards.)

(a) Provision of security services at Bank’s office(s) / properties/ premises, as and when required.

(b) Provision of operators at control desks and control rooms, reception and any other place as required by the bank. Such persons would need to be trained by service provider specifically for the purpose.

(c) Provision of security supervisor(s) as and when required.

(d) Services to be rendered by eligible persons as per given QR and uniforms as mentioned.

(e) Service providers must satisfy themselves as regards the capability of their personnel for performance of duties. Exacting standards would be demanded as per guidelines laid down for deployment. These are listed in succeeding paragraphs.

(f) The work may be divided by the Bank based on different locations and split duties when situation demands among the empanelled bidders depending on the requirement of the Bank. No representation shall be entertained in this regard. Even after completion of one year, the work division may undergo a change depending on the quality of service by the empanelled service providers and requirement of the Bank.

(g) The empanelled service providers shall neither be obliged nor entertained for continuing service merely because there has been no complaint against them.

(h) It shall be entirely the prerogative of the Bank to divide the quantity, timing of duties and locations of work.

21. Bank reserves the right to reject or select any or all the applications for empanelment and cancel, withdraw or amend the RFP without assigning any reason whatsoever at any time.

22. Application should be addressed to the address given below:

    The Deputy General Manager

    Oriental Bank of Commerce,

    REGIONAL OFFICE, BHOPAL

    Pragati Bhawan, Indira Press Complex M.P. Nagar Zone-1 Bhopal
Format of Application – Technical Bid For Empanelment as Private Security Service Provider

(Where photocopies / supporting documents are attached, please mention the Enclosure No and Flag the relevant Enclosure accordingly)

1. Name of organization

2. Type of Company - Proprietorship / Pvt Ltd /Partnership

(Delete whichever is not applicable)

3. Name(s)

   Owner(s) (Proprietorship)       -
   Managing Director (Pvt Ltd)    -
   Director(s)                    - (a)
                                 (b)
                                 (c)

   Partners (Partnership)        - (a)
                                 (b)
                                 (c)

4. Registered Address of the Organization
5. Communication Address of the Organization

6. Organization has been in business since -

**Proprietorship**

(a) Identity proof of the owner -

Self attested photocopy is attached - Yes / No

(b) Address proof of the owner -

Self attested photocopy is attached - Yes / No

**Private Limited Company**

(a) Date of Certificate of Registration with Registrar of Companies

Self Attested photocopy is attached - Yes / No

(b) Article of Association dated

Self Attested photocopy is attached - Yes / No

(c) MoU date

Self attested photocopy is attached - Yes / No

**Partnership**

(a) Date of partnership

Self attested photocopy of partnership Deed is attached - Yes / No

7. Total number of guards / armed guards / gunmen provided to

(a) All organizations (Total number of guards)

(b) To Central Public Sector organizations

(c) To State level Public Sector Organizations

(d) To Public sector Banks across India (with names and Regions / zones)
8. Number of states, towns where offices are located in India (mention number of guards being controlled at each such office, list to be attached separately) –

9. Whether List Attached - Yes / No

10. **Income Tax Documents**

   **Proprietorship**

   (a) PAN Number (attach PAN Card)

   (b) IT Return being filed since (mention first year of IT return submission here)

   (c) IT returns of 2012-13, 2013-14, 2014-15 attached) – Yes / No

   Self attested photocopies of IT assessment forms are attached – Yes / No

   **Private Limited Company**

   (a) PAN Number (Attach self attested photocopy of PAN Card)
(b) IT Return being filed since (mention first year of IT return submission here)

(c) IT returns submitted for (2012-13, 2013-14,2014-15) – Yes / No

Self attested photocopies of IT assessment forms are attached - Yes / No

**Partnership**

(a) PAN Numbers of partners -(i) (ii) (iii)

Self attested photocopies of PAN Cards of all partners are attached - Yes/No

(b) IT Return of the company being filed since (mention first year of IT return submission here)


13. Registration under Shops and Establishments Act - Yes / No

   (Self attested photocopy of Registration document is attached) - Yes / No

14. Registration with ESIC - Yes / No

   (Self attested photocopy of Registration document is attached) - Yes / No

15. Registration for Service Tax - Yes / No

   (Self attested photocopy of Registration document is attached) - Yes / No

16. Registration under Private Security Agency Regulation Act 2005 - Yes / No

   (Self attested photocopy of Registration document is attached) - Yes / No

17. Undertaking (as required vide RFP) -Yes / No

   (Undertaking is attached in Original) -Yes / No
Annexure 2

Format of Application – Financial Bid For Empanelment as Private Security Service Provider

(Where photocopies / supporting documents are attached, please mention the Enclosure No and Flag the relevant Enclosure accordingly) Service charges shall be levied as a percentage of Basic wages (Basic + VDA) only. Basic wages shall include Basic pay and VDA at monthly rates only. Wage structure shall be quoted as follows:-

Wage Structure – Security Guard (Unarmed) – Central Wage rates

<table>
<thead>
<tr>
<th>Ser</th>
<th>Item</th>
<th>Rate</th>
<th>Amount (Rs.)</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>1</td>
<td>Basic Wages (per month)</td>
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<td></td>
<td>Central gazette Notification No……dated….. is attached.</td>
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<tr>
<td>2</td>
<td>VDA (per month)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PF Component</td>
<td>……..%</td>
<td></td>
<td>Notification No… dated… is attached</td>
</tr>
<tr>
<td>4</td>
<td>ESI Component</td>
<td>……..%</td>
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<td>Notification No… dated… is attached</td>
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<td>5</td>
<td></td>
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<td>7</td>
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<tr>
<td>8</td>
<td>Service charge</td>
<td>……..%</td>
<td></td>
<td>As a percentage of Basic + VDA</td>
</tr>
<tr>
<td>9</td>
<td>Sub Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Service Tax</td>
<td>……..%</td>
<td></td>
<td>Mention as a percentage of which serial</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
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</tbody>
</table>
Ser 9 to be considered for L-1 Rs..................

**Wage Structure – Armed Guard (Central Wage Rates)**

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<thead>
<tr>
<th>Ser</th>
<th>Item</th>
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<th>Amount</th>
<th>Remarks</th>
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<td>2</td>
<td>VDA (per month)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PF Component</td>
<td>......%</td>
<td></td>
<td>Notification No... dated... is attached</td>
</tr>
<tr>
<td>4</td>
<td>ESI Component</td>
<td>......%</td>
<td></td>
<td>Notification No... dated... is attached</td>
</tr>
<tr>
<td>5</td>
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<td>8</td>
<td>Service charge</td>
<td>......%</td>
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<td>9</td>
<td>Sub Total</td>
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<td>10</td>
<td>Service Tax</td>
<td>.....%</td>
<td></td>
<td>Mention as a percentage of which serial</td>
</tr>
</tbody>
</table>

Ser 9 to be considered for L-1 Rs..................
Guidelines for Deployment of Security Personnel at Oriental Bank of Commerce

General

1. The nature of business and operations of Oriental Bank of Commerce (OBC) necessitates that the highest standards are maintained with respect to all security personnel being provided by the security agency. As such, the security agency shall fully satisfy itself and shall be held responsible as to the antecedents (permanent and present address, character, police verification) of the personnel being deployed by it at OBC.

2. All personnel shall meet the standards laid down by OBC (See Annexure 4). It is the responsibility of security agency to ensure this prior to dispatch and deployment of personnel to OBC site. The service provider must provide a certificate in respect of all personnel (by name) that such person(s) has / have undergone mandatory 160 hours of security training at a state / central government recognized security training institution for a minimum 160 hours over a period of 20 working days. (Onus lies on the service provider to prove that the training institution is recognized by any of the prescribed government as above).

3. Prior to deployment the security agency shall forward a deployment letter addressed to Security Officer stating in clear, the details of personnel proposed to be deployed. OBC reserves the right to accept / reject any such individual without assigning any reason thereof.

4. The security agency shall ensure availability of fidelity insurance cover for each individual deployed. Security Agency shall be held directly responsible for assuring that such fidelity cover is upto-date and provide the necessary documentation to OBC to this effect.

5. OBC shall not be liable for any accident causing injury to life / limb of any of the personnel deployed by the service provider. The service provider shall fully indemnify OBC and all staff and management of OBC completely, in writing, to this effect.

Documentation

6. The service provider shall be fully responsible to maintain all documents pertaining to statutory compliances under Contract Labour (Prevention and Abolition) Act 1970, Gratuity Act 1972 and all other acts as prescribed by the Government of India and any state Government from time to time regarding personnel deployed by the service provider.

7. An agreement shall be signed between the Service Provider and the Bank regarding provision of security services to the Bank.

8. All documents shall be provided to Security Officer at OBC Regional Office / Branch Manager / any of the officers so appointed by the Regional Head of each region at the time of guards being deployed by the agency. These shall be:-
a. Nominal Roll of guards & supervisors.

b. Personal particulars of each guard (Bio Data). This shall include personal & family details, residential information, educational / professional qualifications, experience (service / employment) and any other information deemed useful. Concealment or distortion of any information by the person or agency shall be treated as willful and shall not be accepted. OBC reserves the right to take action as deemed appropriate as and when such an omission or commission comes to its notice.

c. Appointment letter issued by security agency to the guard when taken on employment.

d. PF and ESI details. PF Number, ESI card number and amount standing as credit in the PF account of the individual as on that date.

e. Guards’ Identity Card (With Photograph) and signatures.


g. Verification from village authorities - Residence and Character.


i. Service Book / Discharge Book (ESM Only).

9. As far as possible all originals shall accompany the individual by hand of the security agency representative who accompanies the guards being deployed at OBC for the first time.

10. The guards shall perform duties in shifts of 8 hours each or as required by the Bank.

11. A proper roster shall be maintained and prominently displayed by the Service Provider.

12. Daily attendance shall be filled in the guards attendance register. This shall be the responsibility of the senior most guard / supervisor deployed by the security agency and shall be nominated by it under information to OBC. Officials from the service provider shall carry out daily checks on the attendance, alertness and standard of training and morale of the personnel deployed at OBC premises.

13. Every security guard shall comply with OBC identification norms of access control/ identification card in force at OBC from time to time. Losses or defacing of any property issued by OBC shall be made up by the service provider.

14. Wages shall be calculated based on the wage structure mutually agreed upon by OBC and the security agency.

15. It may take up-to four to six working days to clear the bills if there are no observations. Observations, if any, shall be communicated to the agency in clear and another three to four working days shall be required for processing after clearance of observations and submission of bills.
16. Payment to contractual staff by the service provider shall not depend upon clearance of such bills. Payment of wages to staff must be carried out by agency on or before 5th day of the following month to which the wages pertain. A pay slip will also be issued to this effect by the service provider to each individual person deployed at OBC premises.

17. Scale of wages being paid to each guard and actual payment of previous month shall be provided by security agency.

18. Documents to be submitted to OBC every month shall include the following:-
   a. Wages bills for the staff in clear mentioning the number of days and staff during the period.
   b. Attendance record of all individuals.
   c. Details of wages of individual members of the guard force.
   d. Details of the previous months PF and ESI deposit with concerned authorities. The names or numbers of personnel deployed at OBC must be made available in clear.

19. No arrears and claims shall form part of wages bills. These must be forwarded separately and followed up as such.

**Losses / Damages**

20. All personnel deployed at OBC shall be regularly checked for alertness and fitness by service provider / agency staff. They shall also be briefed as regards their duties in addition to briefing by OBC representatives.

21. Agency staff at site shall be checked minimum twice a week at night between midnight and 4 a.m by staff of the agency. Record to this effect must be maintained in the guard books at the site.

22. Any loss or damage to OBC equipment and instruments under charge of agency staff for guarding and security shall be investigated by the agency and specialised staff on its rolls or so requisitioned by it.

23. Investigations may also be carried out jointly by OBC and the service provider or independently by OBC as regards such losses or damages.

24. In case the loss is proved to have resulted due to negligence, commission or omission of any act by the agency staff, the agency shall be required to make good the value of such a loss. This value shall be determined by an independent agency or manufacturer of such equipment. OBC shall provide such details to the agency for this purpose.
QUALITATIVE REQUIREMENTS - GUARDS

Physical Capability

a. Able to stand, walk and patrol 8 hours a day
b. Climb steep stairs or a ladder
c. 20/20 vision (or corrected to 20/40 with glasses)
d. Hear normal conversation
e. Talk intelligently over a telephone or 2-way radio and be understood by other members of the force
f. No amputations, deformities or disabilities
g. Present a neat, clean appearance
h. Lift and operate 9 Kg fire extinguisher safely
i. Lift a person of equivalent (+- 10%) weight and carry in a rescue

Mental /Education Capability

a. High school or equivalent
b. Working knowledge of English.
c. No history or presence of any psychiatric disorder
d. Emotionally stable

Security Equipment Operations

a. Must be able to use hand held and door frame metal detectors.
b. Must be able to operate electronic security gadgets like turnstiles, Access control systems, CCTV systems to include DVRs, Fire detection and alarm systems including auto dialers and Burglar alarm systems with auto dialers and various sensors / equipment connected to such systems.

**Other Capabilities**

a. Age not more than 45 years - Mandatory

b. No criminal conviction record indicating moral turpitude - Mandatory

c. No history of violent acts that would indicate the candidate would harm a visitor or employee - Mandatory

d. Valid Driver's License/safe record- Desirable

e. First Aid Qualified-Desirable

f. Pre-employment polygraph - Desirable

g. Physical examination by physician- Mandatory

h. Must have completed at least 18 years of age on 28 Feb 2014 - Mandatory

i. Minimum 174 cm (5.8”) of height - Mandatory

j. Willing to undergo physical training and drill while deployed at site as per schedule.

k. Should be able to understand elementary English words and phrases . Overall a minimum of 50% guards should be above 176 cm (5.9”) in height and a minimum of 20 % be above 180 cm (5.11”) tall. . All personnel deployed at OBC sites may be turned over before completion of 180 days at OBC premises.
Uniform For Security Personnel

The service provider is duty bound to provide under-mentioned items of dress to all personnel deployed at sites of OBC. In addition, other items of dress as considered suitable may be asked for the guards.

1. Pants – 02 for each season
2. Shirts Half sleeves – Two(Summers)
3. Shirts full sleeves(warm) - Two (Winters)
4. Boots ankle – One pair(per year)
5. Gum Boots for rainy season
6. Cap in summers, balaklawa (woollen) for winters (Same colour)
7. Raincoat / Umbrella (for rainy season)
8. Torch(For night duties)
9. Whistle
10. Writing material
11. Jersey / smart jacket / Coat for winters
12. Wind Shielder (Winters)
13. Baton with holster
14. Belt
15. Neck tie
16. Identity card
Bank Guarantee

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Oriental Bank of Commerce
REGIONAL OFFICE- Bhopal
Pragati Bhawan, Indira Press Complex M.P. Nagar Zone-1 Bhopal

Dear Sir,

In accordance with your Request for Proposal regarding Security services at administrative/ regional office and other premises of Oriental Bank of Commerce dated ______________ M/s ____________________________________ having its registered office at ____________________________________________ (herein after called „bidder”) wish to participate in the said proposal at Oriental Bank of Commerce having its REGIONAL OFFICE at Pragati Bhawan, Indira Press Complex M.P. Nagar Zone-1 Bhopal.

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to ₹ ___________ Rupees (in words) ___________ valid up to 90 days is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the proposal document.

M/s ____________________________________ having its registered office at _____________________________ has undertaken in pursuance of their offer to Oriental Bank of Commerce REGIONAL OFFICE- Bhopal Pragati Bhawan, Indira Press Complex M.P. Nagar Zone-1 Bhopal (hereinafter called as the beneficiary) dated ___________ has expressed its intention to participate in the said proposal and in terms thereof has approached us and requested us _____________________________ Bank _____________________________ to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit amounting to ___________ valid up to ________________.

We, the _____________________________ Bank at _____________________________ having our Head office at _____________________________ therefore Guarantee and undertake to pay immediately on first written demand by Oriental Bank of Commerce, the amount ₹ ___________ (₹ ___________) without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the proposal or any default in violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid upto ________________. If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions in writing, from _____________________________ on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this __________ Day of ___________ 2015 at ________________

Signature
Designation
Bank Seal
Attorney as per Power of Attorney
Performance Bank Guarantee
(to be submitted by empaneled PSA)

Oriental Bank of Commerce
REGIONAL OFFICE, BHOPAL
Pragati Bhawan, Indira Press Complex M.P. Nagar Zone-1 Bhopal

In consideration of Oriental Bank of Commerce (hereinafter called “the said Purchaser”) having its office at the aforesaid address, having agreed to purchase/engage ________________ from ________________ having its office at ___________________ (hereinafter called “the said Supplier/Vendor/Contractor”) under the terms and conditions of an Agreement dated ______ (hereinafter called “the said Agreement”).

Towards the security for the due fulfillment of the terms and conditions contained in the said Agreement, it has been agreed by the said Supplier/Vendor/Contractor shall provide a bank Guarantee for `. _______ (Rupees ________ only).

We ________________ (indicate the name of the bank) (hereinafter referred to as “the Bank”) at the request of ___________________ (Supplier/Vendor/Contractor) do hereby undertake and guarantee to pay to the Purchaser an amount not exceeding `. _______ (either in lump sum or in parts) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement.

Unless repugnant to the context or meaning thereof, expressions, Purchaser, Supplier/Vendor/Contractor, Bank shall mean and include their heirs, representatives, successors, executors, administrators, assigns, etc., as may be applicable,

1. The Bank does hereby undertakes to pay the amount(s) due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount(s) claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Vendor/Contractor(s) failure to perform its obligations under the said Agreement. Any such demand made by the Purchaser on the Bank shall be conclusive as regards the amount(s) due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank’s liability under this guarantee shall in totality be restricted to an amount not exceeding __________, whether or not invoked or if invoked, in part or otherwise.

2. The Bank undertakes to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Vendor/Contractor(s) or any suit or proceedings pending before any Court or Tribunal relating thereto. Thereby meaning that Bank’s liability under the present guarantee shall be absolute and unequivocal in any circumstances what so ever, if called upon to pay by the Purchaser. However our liability shall not exceed in `. ________ (in words)

3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues and or advances made by the Purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till __________, the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the Purchaser discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to the Bank.
4. The Bank before the release of the Bank Guarantee Bond in original by the purchaser and before the expiry of this guarantee, as per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the purchaser, under intimation to the vendor.

5. The Bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty without Bank’s or Supplier/Vendor/Contractor(s) consent and without affecting in any manner Bank’s obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier/Vendor/Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier/Vendor/Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from it’s liability by reason of any such variation, or extension being granted to the said Supplier/Vendor/Contractor(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier/Vendor/Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank, in any manner what so ever.

6. This guarantee will not be discharged during its currency due to the change in the constitution of either the Bank or the Purchaser or the Supplier/Vendor/Contractor(s), in any manner what so ever.

7. The Bank lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the previous consent of the Purchaser, in writing or otherwise than as is provided in this Guarantee.

8. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as its principal debtor in first instance without proceeding against the said Supplier/Vendor/Contractor(s), notwithstanding any security or other guarantees that the Purchaser may have in relation to or in relation to the Supplier/Vendor/Contractor(s) liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between the Bank and the Purchaser.

9. Any officer of the Purchaser of the rank of Senior Manager or above, duly authorized in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner what so ever.

Notwithstanding anything contained herein above:

a) The liability of the Bank under the guarantee shall not exceed ` _________ (in words).

b) This Bank Guarantee shall be valid till either till _________ or till the issue of a fresh Bank Guarantee to the Purchaser with a extended period in lieu thereof or till the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the Purchaser discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.

c) The Bank before the release of the Guarantee Bond in Original by the purchaser and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the purchaser, under intimation to the vendor.

d) The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier/Vendor/Contractor(s) and shall be under an obligation to pay to the Purchaser the entire amount of Guarantee or any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be.
Notwithstanding anything contained herein our liability under this Bank guarantee shall not exceed `........................../- (` ....................................... Only) This Bank guarantee shall be valid upto ........................................ and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .............................

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Dated the ________ day of __________

Signature
Name:

Designation with Bank stamp
Service Agreement with Oriental Bank of Commerce

AGREEMENT - PROVISION OF SECURITY SERVICES

This Agreement is entered on the ________________ day of __________________ between

______________________________________________________ Bank represented by its attorney

Sh.________________________________________________________ hereinafter referred to as the

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 ____________________________ (name) and having its office at

____________________________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 service of a Private Security Agency for safe guarding its ATMs etc.

Whereas the PSA which is a Security Agency providing security services has agreed to provide security

guards to the First Party as per its requirements.

Whereas the PSA and the First Party have agreed to enter into a service contract for a period ___________ of months w.e.f. _______________ till _______________ for the purpose of

providing security services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnessed as under:

General:

1. The PSA agrees to provide security guards at the rates/charges detailed as under:

__________________ (For Un-armed guard) and ________________ (For Armed guard)

2. There will be no enhancement in rates/charges during the above period. No other charges shall be

payable to the PSA, except the agreement amount.
3. The PSA shall ensure that the unarmed Guards shall be deployed at the ATMs any other place as per the duty schedule given by the Branch Manager and for the Office/Quarters etc as per the First Party duty schedule given by the Security Deptt.

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

5. The First Party will provide Security lights at the posts & permit the PSA Guards to use the telephones for security purpose.

6. The PSA shall ensure that the Guard shall be conversant with the use of Fire Extinguishers & Fire Hydrant System and shall take necessary action in-case of activation of Fire Alarm System/emergency.

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

(a) Ensure cleanliness of the general area in & around the post of the duty.

(b) Ensure orderly marshalling & parking of both Branch & visitors vehicles around the First Party's premises.

8. The PSA shall ensure that no familiarity develops between the guards & the First Party staff. 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.

9. The PSA should ensure that the guard shall not accept any eatables, tea, coffee, tobacco etc., from the 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 report to the Branch Manager (in case of deployment at Branch/ATMs)

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 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 a relief wherever the regular guards (are) absent or on leave.

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 (including at ATMs).
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. minimum wages act, EPF Act, ESI Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract Labour(Regulation & Abolition Act) etc or under any other State/Union Legislation in respect of guards engaged by PSA.

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 will take full responsibility for all Acts of Commission and/or Omissions by their guards/employees posted at the ATMs and will meet all liabilities arising out of such situations.

18. The PSA will change the Guard immediately on instructions from the 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 will provide a literate guard to perform the assigned duty efficiently (For example ATMs).

20. Neither the PSA nor any of their Guards will have any claim against the First Party for any liability arising out of any commission/omissions caused by the Guard while on duty except the hiring charges payable to the PSA as stated under item No. 1 above.

21. In return to fixed sum/rates, the PSA will at its own risk & cost provide services of Guards as per the requirement of the First Party purely on Contractual basis.

22. The PSA shall be absolutely responsible for the payment of salary, all other statutory obligations for the guards (or their dependent) 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, 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.

25. The PSA shall ensure that the duties of the Guards at the First Party premises are strictly adhered to as framed by the First Party's requirements. The PSA shall ensure that the Guards detailed at the particular post have read & understood their duties.

26. In the event of theft, robbery, dacoity or pilferage of the First Party's property or materials, the PSA shall actively assist the First Party for the investigation of the case and if negligence/collusion of guards is 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 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 fully met by the PSA.

28. For verification of antecedent of all the guards, a system should be in place for which a 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 security guards being posted at First Party's premises 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 security guards engaged by them within one week of the disbursement of the wages to them.

32. This 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 daily, 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 the PSA.

34. The PSA shall ensure that all the Guards are subjected to Basic Training & Refresher Training programme on regular basis, at its cost.

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)                        For Private Security

(First Party)                                          (Second Party)