

ओडिशा ग्राम्य बैंक

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Odisha Gramya Bank



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Head Office: Gandamunda, Khandagiri, Bhubaneswar-751030,
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phone No.0674-2353010/41, email- gad@odishabank.in

Request for Proposal (RFP) for Empanelment of Private Security Agencies

in Odisha Gramya Bank

for providing Private Security Guard (Armed/Unarmed) & (Male/Female) (Ex-servicemen/Non Ex-Servicemen) in the Head Office/Regional Offices/Branches/ATMs in state of Odisha (Rate Contract).

Tender No. :RFP/GAD/SECURITY/02/2021, DT.24-11-2021

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PART 1:**INVITATION TO BID**

Odisha Gramya Bank (hereinafter referred to as OGB/ the Bank) is a Regional Rural Bank, constituted under the Regional Rural Bank Act, 1976 and have its Head Office at Gandamunda, Po-Khandagiri, Dist-Khurda, Bhubaneswar-751030, Odisha.

In order to meet the requirement of private security guards (armed/unarmed) & (male or female) at the branches, Offices, and ATM's, the Bank proposes to invite sealed tenders in prescribed format from registered Private Security Agencies / Private Security Agencies registered with the Directorate General Resettlement (hereinafter referred to as "vendor") to undertake supply of approximately 135 to 150 armed/unarmed guards at branches, Offices, and ATM's in the state of Odisha. The price of L-1 bidder will be awarded of Rate contract.

- ❖ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the vendors.
- ❖ The information provided by the vendors in response to this RFP document will become the property of OGB and will not be returned. OGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the vendors and such amendments will be binding on them.

Please note that all the information desired needs to be provided. Incomplete information may lead to disqualification/ non-consideration of the proposal.

PART – 2**DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Vendor(s) or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (Bank), is provided to the Vendor(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Vendor may require. Each Vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Vendor.

SCHEDULE OF EVENTS

1	Bid Document Availability	Bidding document can be downloaded from website from 24-11-2021.
2	Last date of submission of query to email-gad@odishabank.in	06-12-2021
3	Pre-technical bid meeting (OFFLINE)	Time: From 1500 hrs. to 1600 hrs. Date : 07-12-2021 Place : H.O.-Odisha Gramya Bank, At. Gandamunda, PO. Khandagiri. Bhubaneswar-751030
4	Last date of submission of tender papers	1300 hrs. on 21-12-2021
5	Bid Submission Mode	Through e-procurement portal: https://odishabank.abcprocure.com/EPROC/
6	Opening of Technical Bids	1500 hrs on 21-12-2021 Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
7	Empanelment of vender	Intimation to the vendor who qualify in the Technical bid.
8	Opening of Commercial Bids	On a subsequent date which will be communicated to such vendors who qualify in the Technical Bid.
Contact Details		
9	Address for Communication and submission of bid.	The General Manager, GAD Odisha Gramya Bank, Head Office, At. Gandamunda, PO: Khandagiri Bhubaneswar:751030
10	Telephone & Mobile No.	0674-2353009, 0674-2353041 9437631844/9438318850/9437218236 /8339049563
11	All correspondence(query if any) relating to this RFP should be sent to following email- ID	gad@odishabank.in

3.1 Broad Scope of Work

- 3.1.1** To prepare a panel of reputed & reliable Private Security Agencies, engaged in the business of providing armed and unarmed guards (male/female) (Ex-servicemen/ Non ex-servicemen) to any industrial or business under taking, Government/Semi Government/ Nationalize Public Sector Banks/Public Sector Undertaking (PSUs)/Private Banks/Financial Institute (FIs)/Corporate Offices etc.
- 3.1.2** The empanelled PSA would be required to provide (Ex-servicemen/ Non ex-servicemen) uniformed, trained, either armed or unarmed guards (male or female) for deployment in Odisha Gramya Bank branches/offices / ATMs in the State of Odisha on contract basis/outsourcing basis.
- 3.1.3** These security guards shall provide security to the Premises/building, equipment, materials, bank's property, and staff working there, visitors/customers in its branches/offices /ATM's, monitoring, security and surveillance of the premises etc.

3.2 Scope of document

The scope of this document is a Request for Proposal (RFP) to provide (Ex-servicemen and/or Non ex-servicemen) uniformed, trained, either armed or unarmed guards (male and/or female) for its branches/offices / ATMs in the State of Odisha on contract basis/outsourcing basis, as per the cluster given below.

Cluster I	HO, Regional Office and Branches situated in Khudha and Nayagarh district
Cluster II	Regional Office and branches situated in Keonjhar and Puri District
Cluster III	Regional Office and branches situated in Mayurbhanj and Balasore District
Cluster IV	Regional Office and branches situated in Dhenkanal , Angul, Cuttack, Jagatsingpur, Jajpur, Bhadrak and Kendrapada district.

3.3 Duration of contract:-

3.3.1 Duration of contract

The contract will be valid initially for a period of **one year** and the Bank reserves the right to curtail or to extend the validity of contract on the same rates, terms & conditions for such period as may be agreed to, but not beyond a **total period of 03 years**.

The unit price offered by L-1 bidder will be made as Rate contract and bank at its sole discretion may release subsequent order for additional staff.

3.3.2 Duration of Empanelment:

Those Vendors who qualify in pre-qualification and Technical evaluation will be eligible for empanelment in the Bank for the initial period of **01 year** from the date of intimation of letter. The validity of empanelment may further extended **on year wise** existing terms and conditions on the basis of service satisfactory for **another two year**. The vendor has to submit their acceptance

of offer /consent in writing for working with Bank as per the Terms and Conditions of this RFP in their Company letter head, sealed and signed by the authorized person (**Annexure- VI**). It is to note that after completion of a year if the vendor does not get de-empanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one year.

3.4 SCOPE OF WORK:- Scope of work has been detailed in **Appendix-I**

3.5 Eligibility Criteria: Each of the following criteria should be fulfilled for further evaluation of technical bid. Not fulfilling any one of the criteria will result in rejection of bid:

- 3.5.1** The Applicant PSA should be in the business of Private Security Service, primarily providing Private Security Guards for the past minimum 05 years. (Please attach certificates & testimonials).
- 3.5.2** It should be registered in India under the Indian Companies Act of 1956 or any other act as applicable. (Documentary Proof to be given)
- 3.5.3** The PSA should be compulsory registered with the Home Department, Government of Odisha. Consideration will not be given to the PSA not having PSARA License or having License validity less than **1 year as on the date of publication of Tender Notice**. (Please attach a copy).
- 3.5.4** The Company should have incurred profit in any year in last 3 years.
- 3.5.5** It should also have all statutory registration like Shops & Establishment Act License, EPF, ESIC, PAN, GST etc. Documentary proof of all the registrations should also be provided.
- 3.5.6** The Company must have adequate infrastructure in terms of office, Field supervisors (Postal address to be given) in Bhubaneswar.
- 3.5.7** PSA who did not have own training Centre should have tie up with some recognized training center and must have documentary evidence from recognized training institutes(s) for getting their guards trained with fir e practice once in a year. (Documentary proof of having last year training to be submitted).
- 3.5.8** The PSA must have minimum **300** persons deployed at various sites in past **05 years** and should have **minimum 250/300 (combined armed as well as unarmed guards) on their rolls** as on the date of publication of Tender Notice. (Latest Documentary of EPF Deposit slip, ECR Challan, ESI Deposit slip, Salary payment proof to be submitted)
- 3.5.9** The PSA will submit the work satisfactory certificate in original from their past/ present client. The certificate should be for the work done during last **05 years**.
- 3.5.10** The PSA must have exposure of providing guards (armed/unarmed) in Government/Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking/Financial Institution/Private Banks. (Documentary Proof of client agreement, work order, Letter of Acceptance (LOA) to be given).
- 3.5.11 Weightage** will be given to the PSAs which have experience of having

worked with Directorate general of Resettlement (DGR) and who has experience of providing armed and unarmed guards in Banks (Public Sector /Private Sector Banks) during past **05 years**. (Documentary proof to be given).

- 3.5.12** The Company must have an office in Odisha State and if possible, reasonable presence of its representative in Bhubaneswar, Cuttack, Balasore, Dhenkanal, Keonjhar and Baripada. The presence of the Office should be there for minimum one year as on the date of the tender. (Proof to be submitted).
- 3.5.13** The PSA or any of its directors who have been black listed/ de-listed/ de-empanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment.
- 3.5.14** PSA profile to be submitted as per the format at **Annexure-I**.
- 3.5.15 Earnest Money Deposit (EMD) should not be submitted with technical bid of amount of Rs.50,000/-**
- 3.5.16** A non-refundable **application money** of Rs.5900/- (Rupees Five thousand nine hundred only) including GST in the form of a Demand Draft drawn in favour of Odisha Gramya Bank payable at Bhubaneswar, should be enclosed with the Tender. The envelope containing application money should be properly encryption on top.
- 3.5.17** The PSA is permitted to submit a valid ISO certificate (**not older than 03 year**) given to their company for excellence in security services.
- 3.5.18** That PSA who will fulfill the above conditions, they will advise on later date for **physical demonstration** of one guard armed/ unarmed (male / female).
- 3.5.19 Turn Over:** The PSA Average Annual financial turnover for **similar work** during the last 3 years, ending 31st March 2021, (For FY 2021-20, 2020-19, 2019-18) should be at least **Rs.3.00 crores (Rupees three crores only)**. (Attested photocopies of the ITRs and Audited Balance Sheets of last three years to be provided). Please only attach Profit & Loss statement and turnover certificate duly certified by a Chartered Accountant. In the absence of certificates the Expression of Interest (EOI) application will be summarily rejected. No other documents are required to be attached. Additional supporting documents if required would be asked for, subsequently.
- 3.5.20** The PSA should be in the market for continuous last 05 years. (Proof to be submitted).
- 3.5.21** Work Order: Experience of having successfully completed/continuous similar works, the completed/ continuous work order not less than cumulative Rs.3 crore (Rupees Three Crores only) excluding taxes during last 05 years up to 31.03.2021.

“**Similar work**” means providing armed and unarmed guards to any industrial or business under taking, Government/Semi Government/ Nationalize Public Sector Banks/Public Sector Undertaking(PSUs)/Private Banks/Financial Institute (FIs)/Corporate Offices etc, **Copy of work order and successful**

completion certificate must be provided. In case the work is still going on, than work satisfactory certificate should be provided in original. Non submissions of completion certificate / work satisfactory certificate will mean that the required amount of work has not been done or not satisfactorily done and the proposal will be rejected.

3.5.22 Solvency Certificate: The vendor should have latest solvency certificate of Rs. **Five lakhs only** certified by a scheduled Bank, **It should not be older than six months from the date of submission**. In case, the applicant is not able to supply the solvency certificate in original, then the copy of the certificate shall be attested by a notary.

3.5.23 PSA broacher: Company can submit their broacher of their company.

3.5.24 Weightage will be given to the vendor in matrix for his empanelment with numbers of Banks (Public/ Private sector) in last 05 years. (Proof to be submitted) The more number of Banks he is empanelled and providing security guards some additional marks will be given in the matrix.

3.6 Selection Process:

3.6.1 Bank will evaluate the RFP and based on the criteria set forth will short list qualified Companies through a scoring model (**Appendix-III**). All Companies with scores within 20% from the highest scoring PSA (T1) would be considered for empanelment with the Bank for a period of 03 years. **For example, if the highest vendor scores 90 marks, than applicants scoring 72 marks and above will be considered for further process.** For this the Companies has to give their consent letter/acceptance of offer (**Annexure-VI**). Empanelled Companies will participate in the commercial bids to decide the L1. Bank will not enter in any communication with the unsuccessful applicants.

3.7. Cost of Bidding: The Vendor shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.7.1 The Vendor is expected to examine all instructions, forms, terms and conditions in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Vendor's risk and may result in the rejection of the Bid.

3.8 Clarification / Amendment of Bidding Document

3.8.1 Vendor requiring any clarification of the Bidding Document may clarify it in pre bid meeting scheduled on **07-12-2021**.

3.8.2 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Vendor, may modify the Bidding Document, by amendment. The same will be uploaded in the Banks website only and no indivisual will be intimated separately.

3.8.3 In order to enable vendors' reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

3.9 Language of Bid

3.9.1 The Bid prepared by the Vendor, as well as all correspondence and documents relating to the Bid exchanged by the Vendor and the Bank and supporting documents and printed literature shall be submitted in **English**.

3.10 Format and Signing of Bid

3.10.1 Bids will be called in two parts:-

Part I- Technical Proposal & Part II- Sealed Price Bid.

Both technical and commercial bids should be submitted in separate envelope. Both technical & commercial bid shall reach Head Office before last date of submit. Price bid of qualified bidder will be opened at later stage.

3.10.2 The Bid shall be typed or written in indelible ink and shall be signed by the Vendor or a person / persons duly authorized to bind the Vendor to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature. The **Price Bid** format is attached as **Annexure-X**, which should be submitted in a separate sealed envelope along with technical bid.

3.10.3 Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above. Overwriting in price bid will be rejected.

3.11 Documents Comprising the Bid

3.11.1 Documents comprising the **Technical Proposal Envelope**, should contain following:

- a) Application for Empanelment- **Annexure-IV**.
- b) Application Money.
- c) The documents as per the eligibility condition.
- d) Company broacher if any.

All the documents will be duly signed by the Vendor and stamped with the official stamp. All documents will be verified with the Original copies.

3.11.2 Any Technical bid with incomplete documents will be rejected.

3.11.3 The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

3.11.4. Price bid should be submitted along with technical bid in a separate sealed envelope. The performa of Price bid is given at Annexure-X

3.11.5 The Vendor shall submit the technical bid and price bids in two separate sealed envelope. Each envelope should be marked as technical & price bid as required.

3.11.6 Prices are to be quoted in **Indian Rupees** only.

SUBMISSION OF BIDS

3.12 Sealing and Marking of Bids

3.12.1 The Vendors' shall seal the NON-WINDOW envelopes containing the "Technical Bid" & a separate sealed envelope for "Commercial Bid".

3.12.2 The envelope should indicate the name and address of the Vendor on the cover.

3.12.3 If the envelope is not sealed and marked, the Bank will assume no

responsibility for the bid's misplacement or its premature opening and such tender may be rejected.

3.13 Deadline for Submission of Bids

3.13.1 Bids must be received by the Bank at the address specified, not later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.13.2 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents by publishing on Banks web site, in which case, all rights and obligations of the Bank and vendors previously subject to the deadline will thereafter be subject to the extended deadline.

3.14 Late Bids: Any Bid received after the specified deadline or extended deadline as per 3.13.2 for submission of Bids prescribed, will be rejected and returned to the vendor.

3.15 Period of Validity of Bids

3.15.1 Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.15.2 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.16 Earnest Money Deposit (EMD)

3.16.1 All bidder should submit with the Bank will furnish an EMD before commercial bid in form of DD in the name of Odisha Gramya Bank payable at Bhubaneswar of Rs.50000.00 (Rupees Fifty Thousand only).

3.16.2 The Performa of the EMD is given at **Annexure-V**.

3.25.1 Non submission of EMD by any vendor before the commercial bid will result in disqualification of vendor in participation in commercial bid (Online/ offline).

3.17.2 The EMD of the unsuccessful Vendors shall be returned within 30 days from the date of award of contract to successful vendor and no interest shall be payable on EMD of unsuccessful renderers.

3.17.3 The successful Vendor's EMD will be converted in to security deposit (which will be Rs.50,000/-) upon the Vendor signing the Contract. The shortfall in security deposit money if any will be paid by the vendor.

3.17.4 The EMD may be forfeited:

- a) if a Vendor makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or after signing of the contract
- b) in the case of a successful Vendor, if the Vendor fails;
 - (i) to sign the Contract ,or
 - (ii) to furnish security deposit.

Opening and Evaluation of Bids

3.18 Preliminary Examination

3.18.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.18.2 Prior to the detailed evaluation, the Bank will determine the responsiveness

of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

3.18.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.18.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Vendor by correction of the non-conformity.

3.19 Technical Evaluation

3.19.1 Only those Vendors and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation and where bids found to be filled in completion in all respects would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.19.2 **Only the short listed applicants i.e. who fulfilled the eligibility criteria and other terms and conditions would then be invited by the Bank to make a presentation/ demonstration of their security services, at their own cost.**

3.19.3 During evaluation and comparison of bids, the Bank may, at its discretion ask the vendors for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the vendor shall be entertained.

3.19.4 **Only those Vendors who qualify in Technical evaluation and further empanelled with the Bank will be called for commercial evaluation by opening of Price bid.**

3.19.5 The L-1 Vendor will be selected on the basis of bidding for **Lowest Grand Total as mentioned in Annexure-X** only.

3.19.6 No Vendor shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time of short listing of successful bidder and the contract is awarded.

3.19.7 Any effort / attempt by a Vendor to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Vendor's Bid.

3.20 Empanelment of the vendor:

3.20.1 **Those Vendors who qualify in pre-qualification and Technical evaluation will be eligible for empanelment in the Bank for the initial period of 01 year from the date of execution of contract. The validity of empanelment may further extended on the basis of service satisfactory in existing terms and conditions for another two year.** The vendor has to submit their consent/ acceptance of offer in writing for working with Bank as per the Terms and Conditions of this RFP in their PSA letter head, seal and signed by the authorized person **(Annexure-VI)**. It is to note that after completion of a year if the vendor does not get de-empanelment notice from the Bank it will be construed that the vendor empanelment continues in the Bank for another two years.

3.20.2 Empanelled vendor has to deposit **Rs.5900/- (Rupees Five thousand nine**

hundred only) including GST as security deposit for empanelment. The PSA who will be empanelled with Odisha Gramya Bank shall open an account with Bank in which all transaction with Bank related to Security Services will be done. If the PSA did not have account with Odisha Gramya Bank, than they shall open it within 15 days after getting empanelled with the Bank otherwise they will not be allowed to participate in the Commercial bid.

3.20.3 This security deposit money will be increased proportionately as and when the vendor gets the work order which the vendor shall deposit before commencement of work.

3.20.4 If empanelled vendor does not participate in commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled and the security money deposited will be forfeited.

3.20.5 Those empanelled vendor who do not get any work order during the term of one year empanelment, their empanelment will be extended to one year, for maximum period of three years, subject to the condition that any adverse report against their performance in the same field is not received from their existing clients.

3.20.6 **Review of the performance of the empanelled vendor will be done on half yearly basis and contract may be terminated if services are found unsatisfactory.**

3.21 Calling of opening of Price Bids and Finalization of rates.

- (a) Only those bidder who after qualifying in Technical evaluation and empanelled in the Bank will be called for opening of price bid.
- (b) The L-1 vendor will be determined on the basis of **Lowest Grand Total as mentioned in Annexure-X** rates only.
- (c) Arithmetic errors, if there is a discrepancy between price quoted in figures and words, price quoted in words shall be taken as correct.

3.22 Work award Criteria

3.22.1 The rate for the Private Security Guard will be the L1 rate of the price bid. There are total 04 cluster and Successful L-1 Vendor will be given chance to choose any one cluster out of four. There after L-2 vendor will be given chance to choose any one cluster out of remaining three. Thereafter L-3 vendor will be given chance to choose any one cluster out of remaining two cluster. Remaining last cluster will be given to L-4 vendor subject to L-2, L-3 & L-4 vendors agree to provide security services at L-1 rate.

3.22.2 **In an eventuality of all the vendor quoting the same grand total rate, the contract will be awarded to the top scorer four vendors in the empanelment matrix. In the event of any vendor having equal score in the empanelment matrix, than L-1 will be decided on the basis of turnover of the vendor. High turnover will be given preference.**

3.22.3 Work order will be given up to L-1, L-2, L-3 and L-4. Remaining empanelled vendor will be given work order in case L-1, L-2 , L-3 and L-4 are not performing or any one is not performing as per the terms and conditions of the contract and other empanelled vendor are willing to work for same rates, terms and conditions.

3.22.4 Further the Head Office can also give work order for additional small

requirement to any of the empanelled vendor as they consider fit. But for any new large requirement of the guards, again rates will be asked from the empanelled vendors through limited tendering process.

3.22.5 The Bank reserves the right to increase or decrease the number of guards as per the requirement at the time of award of contract or later during the tenure of contract. The Bank reserves the right to change the distribution at its own discretion any time during the contract period.

3.22.6 Bank's right To accept any Bid and to reject any or All Bids: The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Bank's action.

3.23 Notification of Award

3.23.1 The notification of award will constitute the formation of the Contract. The selected Vendor should accept the offer of the work order and convey acceptance within 7 days of receipt of the communication. **(Annexure-VI)**. Thereafter before deployment of guards a formal contract to be made and entered.

3.24 Security Deposit:

3.24.1 The Private Security Agency (PSA) who will get work order will submit a Security Deposit of Rs.50,000/- (Rupees Fifty Thousand only) before the commencement of work.

3.24.2 The PSA will also give a **Performance Bank Guarantee** equivalent to one month estimated contract price. This performance bank guarantee will be revised whenever the number of guards will increase or there is increase in pay of the guards. **(Annexure-VIII)**.

3.24.3 Other Empanelled PSA will deposit Rs.5,000/- (Rupees five thousand only) as security deposit with the Bank during the empanelment period and in case of getting work order the amount will be increased as per the estimated contract amount.

3.24.4 Security Deposit will be in the form of DD (in the name of Odisha Gramya Bank payable at Bhubaneswar) to be submitted by the empanelled/successful vendor within 07 days and this amount will be deposited in the Bank's current Account and the vendor will not get any interest on the amount.

3.24.5 Contract will be signed after deposit of the security deposit amount. The amount will be held by the Bank during the term of the contract and no interest shall be paid to the vendor on this amount.

3.25 Signing of Contract:

3.25.1 A formal contract will be executed by the Successful Vendor and the Bank in acceptance to the Terms and Conditions mentioned herein.

3.26 The Bank reserves the right either to invoke the Security Deposit or to cancel the work order or both if the Vendor fails to comply with the terms and conditions of the contract.

3.27 Miscellaneous

- 3.27.1 The Charter of duties of armed guards is attached as **Appendix-II**.
- 3.27.2 The addresses of Head Office & Regional Offices are attached as **Appendix-IV**

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART – 4 TERMS AND CONDITIONS OF THE CONTRACT

4.1 Definitions : **In this Contract, the following terms shall be interpreted as indicated**

- a) "The Bank" means Odisha Gramya Bank.
- b) "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- c) "Vendor" is PSA participated in the tender process and also covers those who are successfully empanelled in the Bank.
- d) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- e) "The PSA", (**PSA**), means a person or body of persons other than a government agency, department or organization engaged in the business of providing private security service including providing private security guards to any industrial or business undertaking or a company or any other person or property.
- f) "The Private Security Guard" means a person providing private security with or without arms to another person or property or both and includes a supervisor.
- g) "The Private Security" means security provided by a person, other than a public servant, to protect or guard any person or property or both.
- h) "The Site" means various branches / offices/ATMs of the Odisha Gramya bank in the state of Odisha where the private security guards to be provided

Note: In case of a difference of opinion on the part of the Vendor in comprehending and/or interpreting any clause / provision of the Bid Document, the interpretation by the Bank shall be final and binding on the Vendor.

4.2 Complete details of the PSA viz. Office (Head Office & Local offices in Odisha) Postal Address, Phone number(s), Mobile numbers and official **e-mails** of the Contact persons, FAX Number(s), additional Office(s) details, if any, should be furnished. In case of change in address, mobile number or any contact details, it should be promptly notified to all concerned offices.

4.3 The private security Guards (**Male and/or female**) provided shall be the employees of the PSA and all statutory liabilities will be paid by the PSA such as ESI, PF, any compensation under Workmen's Compensation Act, etc. The list of private security guards likely to be deployed shall be made available to the Bank and if any change in the list due to deployment of new guard or resignation of existing guards, fresh list of Guards shall be made available

by the agency after each and every change. **A copy of the consolidated list of the guards clearly showing whether he is ex-servicemen or non –ex-servicemen should be submitted. No new private security guard will be deployed without consultation of the Officer in-charge of the concerned Office.** The PSA will deploy permanent reliever wherever required.

- 4.4** The PSA shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, including Minimum Wages Act (Central Sphere Act) and (Contract Labour (Regulation & Abolition) Act 1970), EPF, ESI and all other Acts etc. with regard to the Private Security Guards/Supervisors engaged by it for work. It will be the responsibility of the PSA to provide details of manpower deployed by it, in the Bank, to Bank/various authorities as and when required to the Labour Department.
- 4.5** The antecedents of Security Guards/Supervisors deployed shall be verified by the PSA from local Police Authority and an undertaking in this regard will be submitted to the Bank. The agency will also submit to the Bank the copy of its forwarding letter to the Police authority clearly showing the names and addresses of the guards. Police verification report to be submitted with two months of deployment of guards.
- 4.6** No private security guard who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organizations, Central or State Governments or in any PSA shall be employed or engaged as a private security guard or a supervisor.
- 4.7** The agency will also maintain all the statutory register and records which will be made available for inspection by the Bank and Labour Officer and Other government Officials as per the guide lines of the Central and State Government.
- 4.8** All liabilities towards guards arising out of accident or death while on duty shall be borne by the PSA. The PSA will take a Group Insurance Policy for the private security guards deployed in the Banks site.
- 4.9** The PSA shall perform all such Security services, acts, matters and things which the Bank may issue/advice from time to time.
- 4.10** The PSA will get a **valid Labour License** for carrying out captioned jobs as per Central/State Govt. statutory requirements within 30 days of getting work order , failing to which the work order of the PSA will be cancelled and it will be given to another empanelled PSA
- 4.11** The Security agency shall not deploy any private security guard considered to be undesirable by the Bank.
- 4.12** The PSA shall be responsible to maintain all property and equipment of the Bank entrusted to it.
- 4.13** The PSA will deploy supervisors as per the need given by the Bank. The supervisor shall be required to work as per the need of the Bank.
- 4.14** The Private Security Guards/Supervisors engaged have to be extremely courteous with pleasant mannerism in dealing with the Staff/ residents/visitors and should project an image of utmost discipline. The PSA will have to remove any private security guard in case of complaints or as decided by

the Bank if the person is not performing the job satisfactorily or otherwise. The PSA shall have to arrange the suitable replacement in all such cases.

- 4.15** The private security guard duty will be eight hours shift and generally from 0600 hrs. to 1400 hrs. or 1400 hrs. to 2200 hrs. or 2200 hrs. to 0600 hrs. But the timings of the shift can be changed as per the convenience of the Bank. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. Any sort of payments as per Central Government Rules/Acts for extra duties or overtime or double duties (other than National Holidays) performed by the personnel of the PSA will be borne by the PSA and OGB has no liability of payment for the same.
- 4.16** The private security guards will report to the place of duty at least 15 minutes in advance of the commencement of the shift, for collecting necessary documents/instructions, and to complete all other required formalities as stipulated.
- 4.17** The PSA will pay the salary to the guards before 07th of every month and wage bill will be claimed from the Bank on reimbursement basis. While claiming the bill, documents to be submitted with it will be register of wages, EPF challan, ECR copy of EPF department showing the name of the guard, ESIC challan, ECR copy of ESIC department showing the name of all guard, Professional tax challan, muster roll signed by the guards etc. Without submission of all or any one document, the bill will not be cleared by the Bank. Failing of non-submission of documents within the due date as advised by the Bank, the empanelment and contract will be terminated and security money deposit will be forfeited.
- 4.18** The PSA who will be empanelled with Odisha Gramya bank will must have to open an account with Bank in which all monetary transaction with Bank related to Security Services will be done. If the PSA did not have account with Odisha Gramya Bank, than they have to open it within 15 days after getting empanelled with the Bank otherwise they will not be allowed to participate in the Commercial bid.
- 4.19** An Identity Card, should be issued by the successful PSA to each personnel engaged at the Bank's site.
- 4.20** Letter of fidelity has to be signed by the successful Vendor(s) who are engaged at the Bank's site. These should be submitted to the Bank by the successful vendor(s) before commencement of the work.
- 4.21** All engaged Security guards at all the locations / sites should be changed over / rotated every six months, at the discretion of the Bank. For relocation / shifting of the guards the Bank will not pay anything.
- 4.22** Boarding / Lodging of the security guards will not be provided by the Bank nor shall the Bank pay for it. Bank shall not provide any accommodation to the security guards deployed at the Bank's site by the successful Vendor(s).
- 4.23** The selected Vendor should provide security services in coordination with the General Administrative Department of Head Office, depending on the Bank's requirement.
- 4.24** The selected Vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in

cost on this account will not be accepted by the Bank.

- 4.25** The PSA will open the ESIC and EPF account of the guards immediately after his joining and submit a copy of the receipt of application applied to ESIC and EPF authority will be provided to the Bank. Individual guard EPF account should be accessible through the mobile phone and internet. Guards EPF account must be opened in Bhubaneswar or in the District headquarter where the guard is posted.
- 4.26** **Fine and Penalty** : Bank reserves the right to impose the penalty as detailed below:-
- 4.30.1** In case the PSA fails to commence/execute the work as stipulated in the agreement, after one week delay the Bank reserves the right to cancel the contract and get this job carried out from other empanelled security agencies. The security money deposit will also be forfeited. In the event of such cancellation, the vendor is not entitled to any compensation.
- 4.30.2** Unsatisfactory performance or not meeting the statutory requirements of the contract by the PSA, the contract will be terminated and agency will be black listed for a period of 2 years from participating in such type of commercial bids. The security money deposit will also be forfeited.
- 4.30.3** In case if any of the employees of the Agency is found with an unpleasant disposition, i.e. unshaven/soiled or without uniform/not wearing shoes/unkept hair etc. the concerned PSA's Guards / Supervisors may be removed from the Bank site immediately.
- 4.31** The PSA shall ensure that its Guards/Supervisors shall not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.
- 4.32** Any liability arising out of any litigation (including those in consumer courts) due to any act of the PSA's or its Guards/Supervisors shall be directly borne by the PSA including all expenses/fines. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the OGB, such money shall be deemed to be payable by the PSA to the OGB within seven days. The Odisha Gramya Bank shall be entitled to recover the amount from the PSA by deduction from money due to the PSA or from the security deposit money or through performance bank guarantee.
- 4.33** The PSA shall have its own Office / Establishment /Setup/ Mechanism, etc. in the State of Odisha, at its own cost to ensure correct and satisfactory performance of the liabilities and responsibilities under the contract.
- 4.34** If the PSA is a joint venture/ consortium/ group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Bank.
- 4.35** The contract period is **twelve months** from the date of the commencement

of the work and **extendable by another twenty four months, i.e.** total contract maximum period will be three years **subject to the satisfactory of services of the vendor** and under same terms & conditions or modifications at the discretion of the Bank.

- 4.36** During the course of contract, if any the PSA's Guards/Supervisors are found to be indulging in any corrupt practices causing any loss of revenue to the Bank, Bank shall be entitled to terminate the contract forthwith duly forfeiting the PSA's Performance Guarantee/ Security deposit amount.
- 4.37** The PSA shall not sub-contract the allotted work to any other agency or transfer the contract to any other person in any manner.
- 4.38** The PSA shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the PSA.
- 4.39** The PSA should be registered with the concerned authorities' of Labour Department under Contract Labor (R&A) Act ,if applicable
- 4.40** The Armed Guard so deployed on duty should have gun license in his name. The gun license should be valid in the State of Odisha wherever he is deployed for duty. **It is the responsibility of the PSA to check that the guard renew the gun license timely.**
- 4.41** If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under this contract, it shall be recovered by the Bank from the PSA.
- 4.42** The PSA shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over (for a period of three years), whenever required by the Bank etc.
- 4.43** The PSA should ensure strict and meticulous compliance of **Contract Labour Act, Rules**, and maintain all records and documents as given therein.
- 4.44** Before deployment of any guard in the Bank site, the PSA will give them **minimum 20 days induction training which will include 100 hrs of classroom instruction and sixty hours of field training.** PSA will give one week refresher training to their guards once in a year. The training will also include the training on latest security gadgets, CCTV, Security Alarm System, and Fire Alarm System. Security guards should be informed about prevailing security scenario in their area of operation / Duty and remedial action to be taken in case of need or emergency.
- 4.45 Compliance with Tax Laws:**
The PSA shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The PSA shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the PSA in respect thereof, which may arise.
- 4.46 Process of bidding:**
- 4.46.1** Those agencies who will qualify the technical process and got required qualification score will be empanelled in the Bank for one year. The empanelled security agencies will be called for commercial bid.
- 4.46.2** It will be mandatory for all the empanelled Private Security Agencies to

participate in the bidding process. Non- participation in the bidding process would make the PSA liable for the de-empanelment or any other action as deemed fit.

- 4.46.3** The rates quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, excluding taxes etc. The offers of those prospective Private Security Agencies which do not meet the statutory requirements as per the corresponding Acts are liable to be rejected.
- 4.46.4** **Conditional bids/offers will be summarily rejected.**
- 4.46.5** The PSA shall bear all costs associated with the preparation and submission of the bid and the Bank, in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the commercial bids process.
- 4.46.6** The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the PSA. Copies of relevant power of attorney shall be attached.
- 4.46.7** A **Security Deposit amount of Rs.50000/- (Fifty Thousand)** will be retained by the Bank at this office from the successful L1, L2, L3 and L4 vendor during the term of the contract. No interest shall be paid on the Security Deposit amount. A Performance guarantee equivalent to one month wages of all the guards deployed by the vendor in the Odisha Gramya Bank site will be given by the vendor.
- 4.46.8** Simultaneously an agreement will also have to be signed by the successful vendor with the designated representative of Odisha Gramya Bank. A general **draft of the agreement** is attached at **Annexure-VII**. However, relevant alterations shall/may be made as per the local requirements and circumstances.
- 4.46.9** The Security Deposit Money will be refundable after the end of the contractual period without interest, provided:
- i. There are no other penalties to be levied on the firm due to loss/theft/damage etc. to the Bank Property or negligence /deficiency in service and made attributable to the firm or any of its employees by the Bank.
 - ii. There are no other claims of Central or State Government agencies pending against the firm and brought to the notice of the Bank like duties, taxes and levies etc.
- 4.46.10** The Bank is not bound to accept the lowest or any bid and may at any time by giving a notice in writing to the Private Security Agencies, terminate the commercial bidding process.
- 4.47** **Work Order:**
- 4.47.1** The names of the successful vendor will be send to the Offices falling in the respective cluster with instructions for takeover of sites from the present security agency.
- 4.47.2** **The initial work order for clusters will be given by Head Office.** But in case of bulk requirement of private security guards, the limited tender will be done and price quotation will be called form the empanelled security agencies.
- 4.47.3** **Before deployment of new guards by the PSA, they should be interviewed by**

the assigned Officer of General Administrative Department, Head Office for accessing their suitability.

4.48 VISIT TO SITE:-

4.48.1 It will be imperative on each of the Private Security Agencies to fully acquaint themselves with all the local conditions and factors, which would have any effect on the performance of the contract.

4.48.2 The costs of visiting shall be borne by the PSA. It shall be deemed that the PSA has undertaken a visit to the Bank and is aware of the operational conditions prior to the submission of the bid documents.

4.49 TERMINATION OF THE CONTRACT:- Notwithstanding anything herein contained, the Bank may, by giving 30 (thirty) days' notice in writing to the service provider, terminate the Contract under any one or more of the following conditions:

4.49.1 If at any stage, even after the award of the contract, it comes to the notice of the Bank, that the PSA/firm had used fraudulent methods or falsified documents to obtain the contract, the Bank would be at liberty to terminate the contract without any notice and a penalty as deemed appropriate would be imposed on the PSA.

4.49.2 The Bank may terminate the contract if it is found that the PSA is black listed on previous occasions by any of the Banks / Institutions / Local Bodies / Municipalities/ Public Sector Undertakings, etc.

4.49.3 Either party may terminate this agreement before the determination of the said **period of one year** for any reason whatsoever without assigning any reason thereto after giving one month's notice period to other party. In the event of any default by the PSA, if in the reasonable opinion of the Bank, performance of any of the services under this RFP by the PSA is not acceptable as being in contravention of any law as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service or for any reason Bank decides to discontinue and/or dispense with service for any administrative reasons or otherwise.

4.49.4 If the PSA fails to perform the services under this Tender Notice or to observe any obligations or breaches all or any of the terms of this Tender Notice or the service provider is adjudged insolvent by any court of law or the service provider's service is declared by any court of competent jurisdiction as illegal, sham, or contrary of any law.

4.49.5 If a petition for insolvency is filled against the service provider and such petition is not dismissed within ninety (90) days after filing and / or if the service provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all / any of the service provider's properties.

4.49.6 If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.

4.49.7 Nothing contained in this RFP shall affect the right of the Bank to terminate the contract with immediate effect in the event of the happening of all or

any of the cause stated in this clause.

Notwithstanding the above, if the service provider discontinues its business at any point of time due to any reason whatsoever, the service provider shall give notice in writing, 30 days prior to the closure of discontinuing the business to the Bank and shall give all assistance to the Bank till the services hereto handled by the service provider is suitably transferred to other Agencies and/or taken over by the Bank. The closure shall not discharge the service provider from providing such information and maintaining the records as stated hereinbefore.

4.50 Remuneration:

4.50.1 The rates of remuneration as agreed between the parties shall be as per the minimum wages notified Central Government. Wages paid to Ex-servicemen and Paramilitary persons will be slightly higher than Non ex-servicemen guards. Non ex-servicemen guards will be paid wages as per the Central Government Notification.

4.50.2 Revision of wage will be revised time to time as per the Central Government Notification. The revised rates shall become effective with effect from date mentioned in the notice of revision of rates issued by Central Government. Taxes will be paid extra on actual basis as notified by the Government time to time.

4.50.3 The PSA will submit the application for revision of wages well in time as and when the notification is issued by the Central Government. Delay in notifying the Bank about the revision of wage will be treated as breach of contract.

4.49 Warranties and Limitations of Liability.

4.49.1. The PSA warrants that it will perform its obligations in a professional manner. Its security guards will take all reasonable steps which are required to protect OGB's property/personnel/image as per the Bank's guidelines.

4.49.2 The PSA shall be liable for any indirect, special or consequential damages to the Bank that may arise as a result of non-performance or contravention of all or any of the terms and conditions under this Tender Notice.

4.49.3 In the event of any such damages occurring to the Bank, the PSA shall be liable to compensate the damages may be quantified by the Bank and the Bank shall be entitled to adjust the amount so claimed as damages against the future payments due by the Bank to the PSA, Security money deposit, performance guarantee and Bank shall have the power to terminate the Contract.

4.50 Force Majeure. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed

by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

4.51 DISPUTE RESOLUTION:-

In the event of any disputes and differences arising out of or relating to this agreement including interpretation of its terms and conditions will be resolved through joint discussions of the Authorized Representatives of both the parties. However, if the disputes are not resolved by the discussions, then the matter will be referred to for adjudication to the arbitration of a person appointed by the Bank in accordance with Indian Law i.e. Arbitration & Conciliation Act 1996. The decision of the arbitrator shall be final & binding on both the parties. The venue for the arbitration will be Bhubaneswar. The arbitration shall be in English. The arbitration procedure shall not cover any claim made by the private security guard provided by the agency against the Agency and/or against the Bank. The arbitration in case of any disputes, the courts of Bhubaneswar will have jurisdiction.

4.52 JURISDICTION OF COURT

The courts at Bhubaneswar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

4.53 The vendor shall not make or cause to be made any alteration, erasure or obliteration to the text of the Commercial bids document.

SCOPE OF WORK

The PSA shall provide the security services to the Bank. The PSA shall ensure protection of the personnel & property of the Bank, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Bank building.

The PSA shall employ the category of Ex-Servicemen, Ex-Paramilitary and other not above the age of 60 years. The Security guards should be able to demonstrate the following –

- Conduct in Public and correct wearing of uniform;
- Providing Physical security to building, security of the assets, personnel security;
- Firefighting and use and management of various Firefighting equipment;
- Crowd control;
- Examining identification papers including ID cards;
- Should be minimum a 8th pass and able read and converse in Local language;
- Providing First – aid;
- Crisis response and Disaster Management;
- Use of security equipment and devises (for example Security Alarm, CCTV system etc)

Physical and Medical Fitness – The PSA shall get guards and supervisors physically and medically fit for performing Guard Duties and screened for visual, hearing, gross physical defects and contagious diseases by certified MBBS Doctor before deploying the guards.

1 DUTIES AND RESPONSIBILITY OF SECURITY AGENCY/ SECURITY GUARDS/ SUPERVISORS:

- 1.1 The PSA and its guards shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of their responsibility given to them by the Bank and shall not knowingly lend to any person or PSA any of the effects of the Bank under its control. No outsiders are allowed to enter in the bank's building//property, without proper authentication/ pass etc.
- 1.2 No items are allowed to be taken out from the Bank's premises/ property without proper Gate Pass issued by the competent authority as laid down in the contract or authorized by the Bank for in-out movement of such items. The specimen signatures and telephone numbers of the above stated competent authority will be available with the Security Guards/Supervisors.
- 1.3 The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Bank.
- 1.4 Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out. No vendor will be allowed to sell its items in Branch/office premise.

- 1.5 The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in are not open all over the premises.
- 1.6 It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- 1.7 The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguisher and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- 1.8 In emergent situations, Security Guard/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Guard/Supervisor should be sensitized for their role in such situations.
- 1.9 The Security Supervisor/Guards shall give due respect to all and display mature behavior, especially towards ladies.
- 1.10 The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 1.11 The Security Guards/Supervisors shall not accept any gratitude or reward in any shape.
- 1.12 Security Guards/Supervisors engaged by the PSA shall not take part in any staff union /association activities.
- 1.13 Any other provisions as advised by the Bank may be incorporated in the agreement. The same shall also be binding on the PSA.

2. APPEARANCE STANDARDS OF SECURITY GUARDS

- 2.1 All security guards shall be well groomed and clean. They will wear the prescribed uniform smartly and correctly. Name Plate should be displayed above the left side of the pocket and if possible, full name should be written. They will display their Identity card.
- 2.2 All security guards will have short hair and fingernails trimmed. They will shave daily. Poor personal hygiene that is offensive to others will not be tolerated.
- 2.3 All security guards are prohibited from attaching, affixing, or displaying objects, articles, jewelry or ornamentation to or through the ear, nose, tongue, or any exposed body part (includes visible through clothing) while on duty.

3. QUALITATIVE REQUIREMENT (QR) OF SECURITY GUARDS

3.1 The Security Guards if from ESM/ Ex Para Military personnel

- i) Preferably from combat arms e.g. Infantry, Artillery, AD Artillery, Armored Corps, or Soldiers GD or Combatants from any other Arm or Service.
 - ii) Character: Preferably Exemplary. GOOD may be considered.
 - iii) Age:- Should not below 18 years and not more than 60 years.
 - iv) Education qualification: min. 8th pass.
- 3.2 They should have done required training Non ex-servicemen / Non Ex-

Paramilitary guards:

- i) It is mandatory that security guards and supervisors before deployed in Bank branches /Offices/ establishments must have done required training as per the **Section 5** of The Private Security Agencies (Regulation, Act 2005).
- ii) A PSA shall not employ or engage any person as a private security guard unless he-
 - (a) is a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify;
 - (b) has completed eighteen years of age but has not attained the age of sixty years;
 - (c) satisfies the agency about his character and antecedents in such manner as may be prescribed;
 - (d) Should be physically and mentally fit.
 - (e) Satisfies such other conditions as may be prescribed.

3.3 Physical:- Mentally & Physically fit & alert and be able to undertake prolonged physical activities. It will be mandatory on the part of Agency to get his employees medically examined once in a year & submit a copy of Doctor's fitness certificate to the Bank for checking & record.

3.4 Police Verification:- Antecedents of Security Guards to be verified by the police .

3.5 Training :- Should have undergone basic training on the following Bank Security, Firefighting, First Aid, Legal powers of the guards while on bank duty. Bomb threat/ Sabotage, Bank's strike/Dharna/agitation etc. and Handling of security equipment i.e CCTV system, Fire Alarm System, Security Alarm System and Fire extinguishers.

3.6 The agency will provide the following particulars of the ESM/ Para Military security and other guards deployed in the Bank.

- i. Copy of appointment letter.
- ii. PF No. & ESI No.
- iii. A certificate to be given every month that all statutory dues have been paid.
- iv. A copy of guard valid gun license.

4) SUPERVISION

PSA will deploy their Field supervisors deployed and check the guards on duty and submit the report to the respective Administrative Security Officer.

Duty check routine will be as under:-

- a) Major Towns/Cities:-- Thrice in a week (Day/ Night)
- b) Semi-urban/Urban Areas: -- Twice in a week. (Day/ Night)
- c) Remote and difficult areas-- Once a week.

CHARTER OF DUTIES OF PRIVATE SECURITY GUARD/ SUPERVISOR

The primary duty of the private security guard provided by the PSA for performing duties at the branch / offices /ATM's of the bank is to provide protection to all the authorized inmates of the Bank and Bank's property against any theft, burglary, snatching, dacoity, fire, pilferage, sabotage natural calamities etc.

The security guard on duty shall:

- a) Perform diligently all such lawful duties as may be assigned to him by the Bank.
- b) Be fully conversant with the standing instructions about his duties and responsibilities, layout of the building, telephone numbers of branch Manager, Fire Brigade and the Police to enable him to inform these officials in case of any eventuality.
- c) Wear the prescribed uniform smartly and correctly with or without Gun, whistle, identity card while on duty.
- d) Be vigilant and alert on duty and will not be under the influence of drugs/liquor etc. He shall not leave his post until relieved.
- e) Guard and protect all assets of the Bank.
- f) Be polite and courteous yet firm in his dealings with the public. He shall exercise restraint and avoid being provoked.
- g) Ensure proper access control as per instructions on the subject to prevent unauthorized entry.
- h) Not allow any visitor effecting ingress in the Bank premises with weapon/materials like firearms, explosives, etc.
- i) Keep a close watch inside and outside the premises and in case of any anticipated/existing risk, suspicion, he shall immediately take appropriate action as warranted and also report the matter to his superiors/Branch Manager.
- j) Be vigilant, alert and careful against any suspicious movement within and around the premises while patrolling the area.
- k) Ensure that before/after office hours all gates are closed. After office hours, he will allow entry only to the authorized persons after proper identification.
- l) Be thoroughly conversant with the security standing orders, firefighting orders and other orders issued from time to time on matters covering security need of the Bank.
- m) Be thoroughly conversant with all available communication systems and be able to raise a general alert and inform the security supervisor in case of any eventuality.
- n) perform the following duties during patrolling:
 - i) Surveillance of the premises.
 - ii) Prevent use of premises by any squatter, hawker or undesirable characters.
 - iii) Prevent misuse of premises for unsocial activities by public or Bank staff.
 - iv) Check the points and stretches not visible from the duty guard's post.
 - v) Assist the Bank's own guards.
 - vi) Deal with untoward incidents.
 - vii) Keep a close watch over the building and other property, against attempts at arson or accidental fire and take action as per the Bank's firefighting instructions.
 - viii) Collect security information and convey the same to superior officers.

Empanelment of PSA - 2021 Evaluation Matrix

Sl	Parameter	Marks	Total Marks	Marks obtained
1	Constitution	1. Public Ltd/valid DGR-05 2. Private Ltd-04 3. Partner/Proprietary-03	05	
2	Average Turnover during last three years	1. Rs.5 Crore and above-07. 2. Between Rs.4 crores to Rs.5 crores -06 3. Between Rs.3 crores to Rs.4 crores-5	07	
3	Empanelled with number of Banks (Public/ Private Sector in last 05 years)	1. More than 10 Banks-05 2. Between 06 to 10 Banks- 04 3. Up to 05 Banks- 03	05	
4	Years of experience	1. 05 years and above-07 2. Between 3 years and 05 years-05	07	
5	Training Centre	1. Own -06 2. Tie up-03	06	
6	Deployment of guards during last five years	1. More than 400 -05 2. Between 300 to 400-04 3. Between 100 to 300-03	05	
7	Present strength of guard in the company roll	1. More than 400-05 2. Between 300 to 400- 04 3. Between 50 to 100-03	05	
8	Private Security guards provided to Banks (Public Sector/Private sector Bank)	1. Guards provided to Banks-10 2. Guards provided to other excluding Banks-05	10	
9	ISO certificate to Private Security Agency	1. Has Certificate -05 2. No Certificate-00	05	
10	Presence of Company	1. Presence in Odisha & other State-05 2. Presence in other State other than Odisha-02	05	
11	Office in Odisha	1. Bhubaneswar-02 2. Cuttack-02. 3. Dhenkanal-02 4. Balasore-02 5. Baripada-02	10	
12	Guard Demonstration	1. Turnout-5 2. Guard Security, Fire safety Knowledge & drill-15	20	
13	Committee assessment	Assessment of PSA with regard to its reputation, experience and infrastructure	10	
Total			100	

ADMINISTRATIVE OFFICES of ODISHA GRAMYA BANK

Sl	Administrative Office	Address
1	Head Office	At-Gandamunda, Po-Khandagiri, Dist-Khurda, PIN-751030
2	Regional Office, Pipli	Regional Office-Pipli At/Po-Pipli Dist-Puri-752104
3	Regional Office, Khurda	Regional Office – Khordha Plot No-411/1225&1216 At-Sanapalla Po-Khordha Pin-752056
4	Regional Office, Dhenkanal	Regional Office-Dhenkanal, Deula Sahi , At/Po/Dist-Dhenkanal-759 001
5	Regional Office, Cuttack	Regional Office -Cuttack, Plot No-04, Mahanadi Vihar Po- Nayabazar, Cuttack-753004
6	Regional Office, Chandikhol	Regional Office - Chandikhol Acharya Market Complex Chandikhol Chhak Po-Sunguda Dist-Jajpur-754296
7	Regional Office, Balasore	Regional Office -Balasore, Church Building, Po-Balasore, Dist-Balasore-756001
8	Regional Office, Baripada	Regional Office -Baripada, 1st Floor B N Tower Deula Sahi Ward No-8 At/Po: Baripada, Dist-Mayurbhanj-757001
9	Regional Office, Keonjhar	Regional Office - Keonjhar At-New Market, Po: Keonjhar Dist-Keonjhar-758001
10	Regional Office, Jashipur	Regional Office -Jashipur, At/Po: Jashipur Dist-Mayurbhanj-757034

PSA PROFILE

Sl.	Particulars	Response
1.	Name of the PSA	
2.	Date & Year of incorporation / Date & Year of commencement of business	
3.	Address of the Head Office	
4.	Local Address in Bhubaneswar– if any	
5.	Communication details of contact Official(s) Name Phone Number / Mobile no. Fax Number E-mail	
6.	Constitution of the PSA i.e. Private company /Partnership/Proprietary firm etc.	
7.	Registration no. with documentary evidence.	
8.	If ISO certified PSA, please provide documentary evidence.	
9.	Contract Labour Registration (with the dealing state)No. PAN No. EFP No. ESI No. GST No and other Statutory Registration Numbers along with the documentary proof.	
10.	No. of offices in Odisha and list thereof along with the documentary evidence.	
11.	Details of Key/ Senior Officials/ Directors/ Authorized Signatory Name Designation Qualification With the PSA since Line of experience/ expertise	

SNo.	Particulars	Response
12.	Key financial indicators (Pl. Submit copies of audited Profit & Loss statement, Balance sheet along with Auditor's Note) Turnover Total Income Other income Profit before Tax Profit after Tax	
13.	List of Clients whose work has been undertaken (proof of work order to be produced)	(as per Annexure-II attached)
14.	Work Experience/ Proof of work order	(as per Annexure-III attached)
15.	Any other information considered relevant	
	PI note: All supporting documents related to the above, should be enclosed failing of which the RFP application shall be summarily rejected.	

Annexure-II

Clients List

SI	Client's name & address (email address in must)	Contact person name and mobile number	Year of work	Whether still providing private security services	Remarks

Annexure-III

Work Experience/ Proof of work order .:

SI	Name of the PSA	Experience (years)	No. of orders in last five years	Total value of orders

(On the PSA letter head)

Letter No.

Date:

**The General Manager,
Odisha Gramya Bank
General Administrative Department, Head Office, Bhubaneswar-30**

Dear Sir,

APPLICATION FOR EMPANELMENT OF VENDORS FOR PRIVATE SECURITY SERVICES

With reference to your advertisement dated_____, for the captioned work, we enclose herewith for your kind consideration our PSA profile in the format provided by you in the **Annexure-I** along with necessary supporting papers with an additional set of its Xerox copies duly signed and sealed by the authorized signatory of the firm. We confirm that the details furnished by us are true and correct.

1. We undertake to produce the original of all the papers/documents attached herewith as and when asked for by the bank and shall extend all assistance to the Bank Authorities for the purpose of empanelment.
2. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the Request For Proposal (RFP).
3. In case of our empanelment, we shall participate and submit the commercial bid on the date advised to us.
4. We clearly understand & undertake that mere submission of application does not guarantee for our empanelment and Bank's decision in this regard will be final and binding on us. We submit this application in token of our acceptance of the terms & conditions laid down in this advertisement.

Thanking you,

Yours faithfully,

(Name of Authorized Signatory) (Seal of the Firm)

FORMAT FOR EMD

(To be furnished on Vendor's letter head)

To:

**The General Manager,
Odisha Gramya Bank
General Administrative Department, Head Office, Bhubaneswar-30**

Dear Sir,

**EMD FOR PARTICIPATION IN TENDERING PROCESS (COMMERCIAL BID) FOR
EMPANELMENT OF PSA IN ODISHA GRAMYA BANK**

With reference to the captioned subject, we intent to participate in the tender process for empanelment of vendors for PSA to provide uniformed, trained, either armed or unarmed guards (male or female) to be deployed at Odisha Gramya Bank branches/offices / ATMs in the State of Odisha on contract basis/outsourcing basis.

1. As per the terms and conditions of RFP, we submit draft No. _____ dated _____ for a sum of Rs. _____/- (Rupees_Only) as EMD.
2. We undertake that in the event of not performing the obligations as per the terms and conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us, the EMD will be forfeited.

Yours faithfully,

For and on behalf of Authorized official.

Seal Date:

Letter No:

Date:

**The General Manager,
Odisha Gramya Bank
General Administrative Department, Head Office, Bhubaneswar-30**

Dear Sir,

**EMPANELMENT OF PSA FOR PROVIDING PRIVATE SECURITY GUARDS (ARMED/
UNARMED(& (MALE /FEMALE) ODISHA GRAMYA BANK ,ACCEPTANCE OF
OFFER**

With reference to above, We hereby agree to abide by all terms and conditions laid down in RFP document and also agree to the following:

- i) We forward herewith a security money deposit of Rs. We also agree to the fact that the Security Deposit (SD) will be held in Current A/c. of OGB and will not carry any interest thereon till the time it is returned to us.
- ii) The empanelment will continue, subject to satisfactory performance of the contract.
- iii) We also confirm that mere empanelment does not ensure us the right to be invited to participate in all/any bids/ quotations/tenders/ projects and/or to get work.
- iv) We also confirm that various registration certificate as applicable will be renewed in time and renewed copies of the same should be submitted to the Bank for the record.
- v) We also confirm that we will respond to the enquiries by the Bank without fail, as & when sent to us. If we do not respond, our firm will be delisted from Bank's list of empanelment without any further notice.
- vi) Whenever any work order will be given to us , it is compulsory to enter/sign the agreement between Bank and us before the commencement of the work. Terms and conditions, scope of work and duties of Bank guard will be form the part of the contract.
- vii) We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify and de-empanel us and in event of any details submitted turned out to be false during the tenure of contract, the Bank is at discretion to forfeit the Security money deposit towards performance security and terminate the Contract.

Yours faithfully,

(Signature of the PSA)

Name and Address of the PSA. Stamp

AGREEMENT

This agreement is executed this _____ day of **21...** at Bhubaneswar between **M/s _____**, a PSA incorporated under the Private Security Agency 's Act 1956, having registered office at(Herein after called the party of 1st part), which expression shall, unless excluded by, or repugnant to, the context, be deemed to include its representatives, successors, administrators, executors and assignees

And

the Odisha Gramya Bank, a Regional Rural Bank constituted under the Act 1976, having its Head Office at Bhubaneswar, through its duly authorized and empowered Officer at such specified locations (herein for the brevity sake called 'the party of the 2nd part or Bank, which expression shall unless excluded by or repugnant to the context, be deemed to include its representatives, successors, administrators, executors and assignees).

WHEREAS the party of the 1st part is providing Private Security Services by way of deployment of Ex- servicemen (ESM)/ ex-Paramilitary Armed / Unarmed Security Guards and Non Ex-servicemen (ESM)/ Paramilitary unarmed guards through its own personnel.

AND WHEREAS the party of the 2nd part is running a banking business and needs to engage the services of Unarmed/ Armed security guards to be deployed at Branches/ Offices/ residential complex/ ATMs under Admin office as per the requirement from time to time which may increase or decrease.

AND WHEREAS the party of the 1st part has agreed to provide such Security Guards to the party of the 2nd part w.e.f **21...** on the terms & conditions agreed here under:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) This agreement is valid for a period from **2021 to 2022** and shall be reviewed and renewed after the expiry of said period at the sole discretion of the party of the 2nd part.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - a) Terms and condition. Scope of work. Charter of the duties of the guards

IN WITNESS THEREOFF the parties hereto have set in and subscribe their respective hands & seal to this agreement at Bhubaneswar on the day & year mentioned above.

1) Witness

(Party of the First Part)

2) Witness

(Party of the Second Part)

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of ...2021 by (name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **in favour of Odisha Gramya Bank**, constituted under the Act, 1976 having its Head Office, Bhubaneswar-30, hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS

The Odisha Gramya Bank, having its Head Office, Bhubaneswar (hereinafter called the 'Bank') has invited RFP for providing of armed/unarmed private security guards (male/female) for monitoring, surveillance, protection of Banks property , customers and staff etc,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupeesonly) as a Bid Security Performance Bank Guarantee.
2. M/s. _____, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs.../- (Rupees.....only)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____(bank), the Guarantors, do hereby irrevocably & unconditionally agree an undertake to the Odisha Gramya Bank, their Successors, Assigns that in the event of the Odisha Gramya Bank coming to the conclusion that the vendor (M/s _____) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the Odisha Gramya Bank, pay without demur to the Odisha Gramya Bank, a sum of Rs... /- (Rupeesonly) or any lower amount that may be demanded by the Odisha Gramya Bank. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupees.....only)

2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees.....only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Odisha Gramya Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Odisha Gramya Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Odisha Gramya Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Odisha Gramya Bank under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Odisha Gramya Bank and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the Odisha Gramya Bank. We hereby further agree that-

(a) Any forbearance or omission on the part of the Odisha Gramya Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Odisha Gramya Bank to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees.....only)

(b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees.....only)

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force upto __, 2022 provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

(e) Our liability under these presents/guarantee shall remain in force till __, 2022 unless these presents are renewed as provided hereinabove on the __, 2022 or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Odisha Gramya Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Odisha Gramya Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Security Performance Bank

Guarantee shall not be affected by -

- (i) Insolvency or winding up of the Vendor or absorption, merger, acquisition or amalgamation of the Vendor with any other PSA , Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any Corporation or concern; or change in the constitution structure or management of the Guarantor
- (iii) any change in the management of the Vendor by takeover of the management of the Vendor by the Central or State Government or by any other authority; or
- (iv) any change in the constitution/structure or management of the Bank or
- (v) any dispute between the Vendor and the Bank.

(g) This guarantee shall be governed by Indian Laws and the Courts at Bhubaneswar, Odisha alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees.....only)
- (b) This Bank Guarantee shall be valid upto
- (c) 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 (date which is 3 months after date mentioned at (b) above.
- (d) The sealed vendor has to provide and file returns in responsible Govt. depts. Related to employment like (Pf & IT tax). Bank will not be responsible for any type of default in filling returns.

Yours faithfully,

For and on behalf of Bank.

Authorised official

(On Stamp Paper of Rs.100.00)

Integrity Pact

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the_____ day of _____(month) 2021, between, on one hand, Odisha Gramya Bank acting through Shri_____, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri._____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the" BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / Item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.:.) hereinafter referred to as "Tender / LTE" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any

Influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any

advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any _complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-

BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 6: Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in NIT / LTE) as Earnest Money/security deposit with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the LTE].

6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the- BIDDER on Earnest Money/Security Deposit for the period of its currency.

Article 7: Sanction for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay

compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.

vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of Three years, which may be further extended at the discretion of the BUYER.

vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any- contract signed by the BUYER with the BIDDER, the same shall not be opened.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Independent External Monitors

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pac, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non - binding recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.10 The word 'Monitor' would include both singular and plural.

Article 9: Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 10: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 11: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 13: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the

Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 15: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 16: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

16.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

16.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

16.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

BUYER	BIDDER
Name of the Officer Designation Odisha Gramya Bank	Name of the Officer Designation Bidder's Company Name
Witness 1. _ 2. _	Witness 1. _ 2. _

Annexure-X

To:
The General Manager
Odisha Gramya Bank
Head Office,
At.Gandamunda, PO:Khandagiri
Bhubaneswar-30

Date:

Dear Sir,

PRICE BID FOR EX-SERVICEMEN/NON-EX-SERVICEEMEN OF SECURITY GUARDS

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for Security guards:

PRICE BID FOR EX-SERVICEMEN /EXPARAMILITARY SECURITY GUARD (MALE/FEMALE)														
(AMTOUNT IN RS.)														
S	CATEGORY OF MANPOWER	BASIC WAGES	VDA	TOTAL BASIC WAGES=(BASICS X 26 DAYS)	TOTAL VDA=(VDA X 26 DAYS)	ESIC=(3.25% OF TOTAL BASIC WAGES + VDA)	EPF=(12% OF TOTAL BASIC +VDA for maximum Rs.15000/0/-)	EMPLOYEES DEPOSIT LINKED INSURANCE (EDLI)=(0.50% OF BASIC + VDA FOR MAXIMUM RS.15000/-)	ADMIN CHARGES (EPF)=(0.50% OF BASIC + VDA FOR MAXIMUM RS.15000/-)	SUB TOTAL EXCLUDING GST	% OF SERVICE CHARGES	SERVICE CHARGES (% OF SUBTOTAL)	GRAND TOTAL EXCLUDING GST	RELIEVER CHARGES(1/6th OF SUBTOTAL (SL NO.9))
1	NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13
2	SECURITY GUARD(WITHOUT ARM)-AREA-B													
3	SECURITY GUARD(WITH ARM)-AREA-B													
4	SECURITY SUPERVISOR -AREA-B													
5	SECURITY GUARD(WITHOUT ARM)-AREA-C													
6	SECURITY GUARD(WITH ARM)-AREA-C													
7	SECURITY SUPERVISOR -AREA-C													

PRICE BID FOR NON-EX-SERVICEMEN /NON-EXPARAMILITARY SECURITY GUARD (MALE/FEMALE)														
														(AMOUNT IN RS.)
SL	CATEGORY OF MANPOWER	BASIC WAGES	VDA	TOTAL BASIC WAGES = (BASIC WAGES X 26 DAYS)	TOTAL VDA = (VDA X 26 DAYS)	ESIC=(3.25% OF TOTAL BASIC WAGES + VDA)	EPF=(12% OF TOTAL BASIC +VDA for maximum Rs.15000/-)	EMPLOYEE DEPOSIT LINKED INSURANCE (EDLI)=(0.50% OF BASIC + VDA FOR MAXIMUM RS.15000/-)	ADMIN CHARGES (EPF)=(0.50% OF BASIC + VDA FOR MAXIMUM RS.15000/-)	SUB TOTAL EXCLUDING GST	% OF SERVICE CHARGES	SERVICE CHARGES (% OF SUBTOTAL)	GRAND TOTAL EXCLUDING GST	RELIEVER CHARGES(1/6th OF SUBTOTAL (SL NO.9))
1	NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13
2	SECURITY GUARD(WITHOUT ARM)-AREA-B													
3	SECURITY GUARD(WITH ARM)-AREA-B													
4	SECURITY SUPERVISOR -AREA-B													
5	SECURITY GUARD(WITHOUT ARM)-AREA-C													
6	SECURITY GUARD(WITH ARM)-AREA-C													
7	SECURITY SUPERVISOR -AREA-C													

- Monthly salary will be claimed as under : Total =26 X wage component of 1 day & GST will be calculated extra as per Govt. Rules
- **Note:** Reliving charges 1/6th of Sl No. 9(subtotal)/6. **Rs.....**
- to be incorporated only when a reliever is provided on paid rest days.
- all mandatory deduction in respect of the reliever as applicable at Sl. No.5, 6, 7 & 8 to be deposited with concerned Govt. Deptt.
- **The Private Security Agency will be disqualified, if the Service charges quoted by them is NIL.**

L-1 will be arrived at Grand Total excluding GST (Sl No.12), excluding Relieving charges.

- 1) **Basic + VDA should conform to the minimum wages fixed and revised from time to time by the Ministry of Labour & Employment, Govt. of India for employment of watch & ward staff. Wherever both Central & State Govts. have fixed the minimum wages, the rates of wages whichever is higher will be applicable.**
- 2) **The Area "B" & "C" shall be as per Govt. notification as issued from time to time.**
- 3) **Taxes/GST as applicable as per prevalent laws shall be applied.**

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

1. While submitting this bid, we certify that:
 - ❖ The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
 - ❖ Prices submitted by us have been arrived at without agreement with any other Vendor of this RFP for the purpose of restricting competition.
 - ❖ The prices submitted by us have not been disclosed and will not be disclosed to any other Vendor responding to this RFP.
 - ❖ We have not induced or attempted to induce any other Vendor to submit or not to submit a bid for restricting competition.
2. If our offer is accepted, we undertake to provide/ deploy the private security guards within a stipulated period from date of Work Order.
3. **We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.**
4. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. **We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify us from the bid and in event of any details submitted turned out to be false during the tenure of contract the Bank is at discretion to forfeit the EMD/ Security money deposit towards performance security and terminate the contract.**
7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever

Dated this day of 20...

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of PSA seal