



सेंट्रल बैंक ऑफ इंडिया
Central Bank of India

CENTRAL TO YOU SINCE 1911

ADDITIONAL TERMS AND CONDITIONS

APENDIX 'A'

1. GENERAL

- a) Deployment must be completed at the earliest but not later than two months from the date of the 'Order'. The 'Contract' will be for a period of ONE years, extendable for another FOUR years with mutual consent based upon satisfactory performance. There would be a 'Performance Review' every year.
- b) Any delay in deployment over the stipulated period will attract penalty of 0.5 % of the monthly contract payment per day or part thereof for the service(s) not provided subject to a limit of 10% of the Annual Contract Value. Thereafter the Bank reserves the right to terminate the contract. The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the supplier or from the Bank guarantee.
- c) The work order for deploying Armed Guards at branches and Unarmed guards at Residential place/Offices spread all over Madhya Pradesh State will be given only to those eligible and empaneled Security Agencies having own registered/locally registered offices at Bhopal, **have minimum work force of 200 guards with minimum 12 Supervisory Staff** and providing Security Services in Madhya Pradesh, at at-least TWO Public Sector Bank (PSB) AND additional to this ONE other PSBs/PSU/Central Govt/State Govt Organization in Madhya Pradesh.
- d) Due weightage will be given to Private Security Agency (PSA) registered with Director General Re-Settlement (New Delhi).

2. ELIGIBILITY CRITERIA FOR SHORT-LISTING:

- a) PSA should be either a registered company or a reputed registered partnership/proprietorship firm for providing security guards' services for a minimum of **five years as on 31st Mar 2027**. (Proof document- Self attested copy of valid Registration Certificate of Registrar of Companies (ROC) for registered companies/registered partnership deed for partnership firm and registration certificate for proprietorship firm).
- b) PSA should have license in accordance with the Private Security Regulation Act in Madhya Pradesh State, where the Act has been implemented (Proof documents – Notarized copy of valid PSARA license for MP State).
- c) Compliance to statutory provisions like labour laws, ESI, EPF, Minimum Wages, IT, GST, etc must be factored in while bidding. PSA hereby agrees that any duties and obligations, liabilities etc. that may be imposed by Contract Labour Act or any other labour laws in force, for employment of any person by & on behalf of the PSA for rendering the service as per this agreement, are to be exclusively complied by the PSA himself and hence Bank is not liable for the same. The PSA, in case of multiple activities, should ensure isolation of bank's information, documents and records etc. and can be removed in case of eventuality for business continuity or dispose off as required.

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- d) **PSA should be in profit for at least two consecutive years (FY 24-25 and 25-26)** (Proof documents – Audited Balance Sheet and P & L Statement for each of the last Two financial years).
- e) The PSA should have Minimum Annual Turnover of **₹ 07 Cr per annum**, during each of the last two years i.e. Financial Years 2024-25 and 25-26. **For MSEs this figure should be read as minimum ₹ 05 Cr.** Enclose copy of Chartered Accountant's Certificate with quantum of turnover during each year.
- f) PSA should have their own infrastructure for training their security guards. (A registration certificate of such institute must be attached with bid documents mandatorily)
- g) PSA shall not be owned or controlled by any director or officer/employee of the Central Bank of India or their relatives having the same meaning as assigned under applicable laws in force.
- h) The PSA should not have been blacklisted by any Central/State/PSU/RBI/IBA or any other Regulatory or Legal entity.**
- i) The documents required to be provided are as under:
- Affidavit as per **Annexure III**.
 - Documentation (Brochures, leaflets, manuals etc., if any).
 - Client certificate regarding performance of the contractor from at least 2 Public Sector Bank and 1 PSBs/PSUs/Central/State Govt Agency as per Annexure-III
 - Registration certificate of firm issued by Registrar.
 - PSARA license for MP.
 - Proof of registration of local office in Bhopal.
 - Address Proof of local office in Bhopal.
 - Proof of service/Work Order (Running Contract) in minimum two PSBs and one PSUs/Central/State Govt Organizations in Madhya Pradesh State.
 - Proof of labour license of these running contracts in case of the contract is for more than 18 guards.
 - Proof of ESIC allotment.
 - Proof of EPF registration.
 - Proof of GST registration.
 - Proof of number of Employees in MP state.
 - Balance sheet of last three years as a proof of annual turnover.
 - PAN Card of firm.
 - Proof of training facility of guards (Own training centre or agreement in case of tie up). Proof of training facility of the firm with which tie up has been done)
 - Director General Re-Settlement (New Delhi) empanelment certificate.
 - Proof of minimum wages payment to the existing employees.
- j) In case of two or more bidders are found bidding at the same rate, The winner will be decided on the basis of more Turn over, more Work in MP, better Infrastructure in MP, more experience, more number of work force & better grading on performance certificate etc.



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NOTE-

- i. **The above list is only indicative and not exhaustive.** In case of any other compliances mandated by Central/State Govt, the same must also be complied with.
- ii. Supporting documents as proof of compliance to the above-mentioned statutory requirements must be attached.

3. FEES, TAXES DUTIES & PAYMENTS:

1. All expenses, stamp duty and other charges/ expenses in connection with execution of this 'Agreement' shall be borne by PSA. Any tax/duty/ statutory charges which is the responsibility of the PSA to pay as per the terms of this Agreement, but is paid by the Bank in case of default by the PSA, the Bank shall have the right to adjust the same against the agreed consideration amount for the services provided under this Agreement or get the same reimbursed from the bills of the PSA.
2. On any non payment of EPF, EDLI or minimum wages to the employee a penalty to the tune of double of the unpaid amount will be imposed on the vendor. The amount of penalty will be recovered from the bill of the vendor or revocation of the PBG as suitable.

4. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS:

- a) The PSA shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the PSA or any employees PSA in rendering the Services or any part of the same under this Agreement to the Bank.
- b) The PSA agrees for the following continuity arrangements to ensure the business continuity of the Bank.
 - i.) In the event of failure of PSA to render the services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another PSA. In such case, the Bank shall give prior notice to the existing PSA. The existing PSA shall continue to provide services as per the terms of the Agreement until a 'New PSA' completely takes over the work.
 - ii.) During the transition phase, the existing PSA shall render all reasonable assistances to the new PSA within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New PSA beyond the term of this Agreement, reasons for which are not attributable to PSA, payment shall be made to PSA for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of ₹ 500/- per day or part thereof for the first 10 days and ₹ 1000/- per day or part thereof after this period till the new PSA completes deployment, on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. The day of default will be counted as Day 1.

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5. CONFLICT OF INTEREST:

- a) PSA shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- b) PSA shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. PSA shall avoid any conflict of interest while discharging contractual obligations and bring, before- hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- c) PSA further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- d) The PSA shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the PSA, deliberate or otherwise.
- e) The PSA shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement.

6. POWER TO VARY OR OMIT WORK:

- a) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by PSA except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct PSA to make any variation without prejudice to the Agreement. PSA shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of PSA, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct PSA to make such other modified variation without prejudice to the Agreement. PSA shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions PSA's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which PSA has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of PSA, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.



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- b) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to PSA, before PSA proceeding with the change.
- c) The PSA shall remove/transfer its deployed guard as and when asked by the bank.

7. INTELLECTUAL PROPERTY RIGHTS:

- a) The Parties agree that all data or information supplied by the Bank to PSA and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- b) Any licensed material used by PSA for performing Services or developing Work Product for the Bank, PSA should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of PSA.
- c) PSA shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- d) The Bank will give (a) notice to PSA of any such claim without delay/provide reasonable assistance to PSA in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that:-
- e) (i) PSA shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) PSA shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) PSA shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- f) PSA shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) PSA's compliance with the Bank's specific technical designs or instructions (except where PSA knew or should have known that such compliance was likely to result in an infringement claim and PSA did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.

8. INSURANCE:

- a) The entire infrastructure created by the PSA at the site shall have to be insured by the vendor at his own cost to cover all the required risks. Should any loss or damage occur, to PSA's infrastructure, the PSA shall initiate and pursue claims till settlement and promptly make arrangements for repair and/or replacement of any damaged item to the satisfaction of the Bank, irrespective of the settlement of claim by the underwriters.

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- b) PSA to take adequate insurance for compensating Bank, the loss (storing) suffered due to deficiencies in services either by the PSA or it's employees.
- c) The PSA shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be exposed to due to the deficiency in services provided by the PSA or due to any fraud, negligence, misconduct of the PSA or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-contractor of the Service.

9. PROTECTION OF WOMEN AT THE WORKPLACE:

- a) The PSA acknowledges and agrees to comply with all applicable laws, regulations, and guidelines related to the protection of women at the workplace, including but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013, and any subsequent amendments or replacements thereto.
- b) The PSA shall ensure a safe and conducive working environment for all women employees and contractors engaged in the provision of services under this agreement. This includes taking appropriate measures to prevent and address any form of harassment, discrimination, or misconduct against women, whether committed by employees, contractors, clients, or any other parties involved in the service delivery.

10. CUSTOMER DATA PROTECTION:

- a. The PSA acknowledges and agrees that the protection and confidentiality of customer data is of utmost importance. The PSA shall comply with all applicable laws, regulations, and guidelines pertaining to data protection in India.
- b. The PSA shall implement and maintain appropriate technical and organizational measures to safeguard customer data against unauthorized access, disclosure, alteration, or destruction. These measures shall be designed to ensure a level of security appropriate to the risk involved, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of data processing.
- c. The PSA shall only process customer data for the purposes specified in the Service Level Agreement (SLA) and as authorized by the customer. The PSA shall not use customer data for any other purpose or disclose it to any third party, except as required by law or with the explicit consent of the customer.
- d. Any loss/penalty/compensation paid by the bank to the customer/employee due to action of the guard will be recovered from the PSA.

11. EMD:

Rs 3 Lac (Three Lac) to be submitted in the form of Bank Draft or Unconditional Bank Guarantee, from a scheduled bank, valid for 30 days after expiry of tender validity.
Exemption for Micro and Small Enterprise entities registered under MSME.



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Scanned copy of Bank Draft / Bank Guarantee should be uploaded in online tender, & Original should be submitted to the Central Bank of India, Zonal Office, Bhopal by hand / through courier on or before last date for bidding.

12. PERFORMANCE BANK GUARANTEE:

The PSA shall deposit a Performance Bank Guarantee at the rate of 4 % of the Contract Value for 1 year (for a period of 12 months). The said Bank Guarantee shall be linked to the obligations of the PSA and if at any point of time the Bank finds that the said support provided by the PSA is inadequate, Bank shall write to the PSA to resolve the said issue within a period of 15 days and if the PSA fails to do so, Bank reserves the right to invoke the Bank Guarantee. This is in addition to any other remedy may be having as per the terms of this agreement.

13. PERIODIC REVIEW OF SERVICE/PERFORMANCE MEASUREMENTS AND MONITORING:

Bank shall have the right to review on a monthly/ quarterly basis on the services provided by the PSA under this Agreement. Further, review on the performance of the PSA shall also be done for continuous monitoring and assessment by the bank of the PSA so that any necessary corrective measures can be taken immediately.

14. ACCESS TO RECORDS ETC & AUDIT:

Bank or RBI or any other commission/government agency/statutory auditor shall have the right to access to all books, records and information relevant to the outsourced activity of the PSA.

Bank or RBI or any other commission/government agency/statutory auditor shall also have the right to conduct audit/s on the PSA whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the PSA in conjunction with the services performed for the Bank.

PSA recognizes the right of the Reserve Bank of India or any other commission/government agency/statutory auditor to cause an inspection to be made of a PSA of the Bank and its books and accounts by one or more of its Officers or employers or other persons.

PSA agrees to allow the Reserve Bank of India or persons authorized by it or any other commission/government agency/statutory auditor to access the bank's documents, records of transaction and other necessary information given to, stored or processed by the PSA and in the event these are not accessible to these agencies within a reasonable time and if bank would be liable to pay supervisory fees to these agencies, in return same will be recoverable from the PSA.

15. CONFIDENTIALITY:

Each party acknowledges that it may disclose confidential information to the other in connection with this Agreement. The party receiving the Confidential Information shall: (i) use all Confidential Information received by it solely to carry out the purposes of this Agreement or any applicable statement of Work; (ii) limit access to any Confidential

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Information received only to its employees and /or agents who have a need to know such confidential Information and only for use in connection with this Agreement ; (iii) advice those employees and /or agents having access to the confidential information of the proprietary nature thereof and of the obligations set forth in this Agreement; (iv) safeguard all Confidential Information received by using a reasonable degree of care; and (v) upon written request and subject to the applicable laws, return or destroy and certify destruction of all copies, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing party upon its written request. Confidential Information means all proprietary, secret or confidential information relating to either party and its operations, employees, products, customer data or services, any information relating to any Affiliate of either party and all personal data, including all Personal Information. The confidential information remains confidential until it reaches the public domain in the normal course.

The Confidentiality should be maintained even after expiry/termination of the contract.

Vendor should maintain all records as per various Statutory Acts.

All Data/information pertaining to the Bank should be returned to the Bank on expiry/termination of the contract.

Exceptions. Information shall not be considered Confidential Information to the extent that such information: (i) is already known to the receiving party free of any restriction at the time it is obtained from the other party ; (ii) is subsequently learned from an independent third-party free of any restriction and without breach of this Agreement; (iii) is already in the public domain and becomes publicly known or published without breach of this Agreement; (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law, regulation, court order or subpoena, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

Misuse or Leakage of information:

The PSA shall indemnify and keep the Bank indemnified, saved, defended, harmless against any losses, costs, charges, expenses, damages etc. whatsoever which the Bank may suffer or incur by reason of the PSA's or its employee's failure to ensure customer data confidentiality or leakage of confidential customer related information or breach of confidentiality obligations. This is without prejudice to any other right Bank may have against the PSA.

Media Interaction clause:

No information of any kind is to be divulged to the media (press/ social media) including still photographs, video footage, any written document or any oral information by the PSA or its employees deployed in the bank. Any such disclosure of information would be viewed seriously and the Bank would be free to take any legal action against the PSA as deemed fit.

16. NO RELATIONSHIP OF MASTER AND SERVANT OR EMPLOYER AND EMPLOYEE:

Notwithstanding what is stated elsewhere in this agreement, this agreement does not create any relationship of Master and servant or Employer and employee as between the Bank on the one hand and the PSA and/or the personnel deployed/engaged at the bank by the PSA on the



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other hand. The parties expressly understand and agree that this agreement broadly covers in respect of specific job/s to be performed by the PSA.

17. NON WAIVER:

Any term and/or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. No failure or delay in exercising or omission to exercise any right, power or remedy accruing to any of the Parties under this Agreement or any other agreement or document shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Party in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Party in respect of any other default. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfillment, fulfillment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

18. SEVERABILITY:

In the event that any term or condition or provision of this Agreement is held to be a violation of any applicable Law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion, the parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

19. NO POWER TO SUB-DELEGATE:

The Agent/s shall not have any right to sub-delegate or appoint any sub-agent to do or carry out any work assigned or given by the Bank or any obligation or duty imposed upon the Agent/s under the terms of this agreement, except and to the extent specifically authorized in writing by the Bank.

20. ENTIRE AGREEMENT:

The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations whether written or oral, between the parties respecting the subject matter hereof.

21. TERMINATION:

- a) Notwithstanding anything to the contrary contained in this agreement, anytime during the contract period, either party may by giving 30 days prior notice in writing to the other, without payment of compensation and without showing any cause.
- b) Notwithstanding anything to the contrary contained in this agreement, anytime during the contract period, Bank may terminate this Agreement forthwith upon occurrence of any one of the following events:
 - i. Any failure on the part of PSA to fulfill any of the responsibilities stipulated under this Agreement.

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- ii. If the PSA is unable to render the services up to the satisfaction of the Bank as envisaged under this Agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services as envisaged under this Agreement.
 - iii. Any of the disclosures made by the PSA in this Agreement or other related deeds and documents are found to be false or incorrect in any respect, which the Bank may deem material.
 - iv. If there is a breach by the PSA of any of the terms and conditions and covenants of this agreement.
 - v. If the PSA is wound up or put into judicial management or receivership.
- c) If the termination is due to any irregularities like the following the same would be intimated to IBA by the respective Department head with a request to blacklist the vendor:
- i. Frauds committed by staff of PSA
 - ii. Leakage of information / data
 - iii. Breach of confidentiality of client data
 - iv. Misuse of agreement

Consolidated details of termination of vendors shall be sent to IBA from the bank on a half yearly basis. Other routine terminations like mutual consent, completion of the project, better pricing etc. shall not be reported to IBA.

- d) In case PSA decides to discontinue the services for any reason whatsoever, there will be a proper handover to the Bank or its designated representative.
- e) In case of early termination or expiry of this Agreement:
- i) The PSA shall immediately cease to use in any manner whatsoever the name of the Bank and its corporate logo in any correspondence/ communications.
 - ii) Return to the Bank or dispose of or destroy as the Bank may direct all information/ documents/literature provided to it pursuant to this Agreement, and
 - iii) Return the amount due to the Bank on settlement of the transactions as at the end of the day.
- f) The expiration or early termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

22. HEADINGS:

Headings are for reference only and shall not affect the meaning of any of the provisions of this agreement.

23. INDEMNITY:

The PSA shall indemnify and keep the Bank indemnified, saved, defended, harmless against any losses, costs, charges, expenses, damages etc. whatsoever which the Bank may suffer and/ or incur by reason of the PSA's and /or its employees' and/or permitted agents' failure to ensure customer data confidentiality or leakage of confidential



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customer related information and /or its employees' and/or permitted agents' failure to breach of confidentiality obligations and/ for any act or omission on the part of the PSA and /or its employees' and/or permitted agents'. This is without prejudice to any other right Bank may have against the PSA.

This clause shall survive the early termination or expiry of this Agreement.

24. MODIFICATION:

This Agreement shall only be modified or amended with the prior written consent of both the parties.

25. MODE OF SENDING INFORMATION / LETTER / NOTICE ETC.

Any notice, demand, information, letter, etc., shall be deemed to have been sufficiently given by the Bank and or the PSA if sent by registered post/ Courier addressed to the other party at the address stated herein and shall be deemed to have reached the other party four days following the day of posting/ mailed by courier. Any notice to be served on either party may be sent by Registered Post Acknowledgement due or by courier service or by Fax.

To the Bank:

Tel No :

To the PSA

Address:

Tel No :

Each party may change its address, Phone and / or fax numbers with prior notice of such change to the other party.

26. COMPLIANCE WITH LAWS:

Each party to this Agreement shall comply with all applicable Laws, rules and regulations and shall obtain all necessary permits or licenses that may be required to perform the obligations set for in this agreement.

27. PAYMENT TERMS

No advance amount will be paid to PSA. PSA should submit his bill along with the copies of Wage Slips to the concerned Branch Manager without delay. From the second month onwards, along with the bills, the PSA should also submit the copies of the previous Electronic Challan Cum Return (E.C.R.) for EPF and the Contribution History for the ESI premiums contributed for the PSAs employees (of both regular and reliever) deployed with the concerned Branch facilitate payment. On scrutiny of the Bill along with copies of above said documents branch / office will make payment and PSA should credit the savings bank account of the PSA employee latest by 10th day of the month following the wage month and also ensure that the amount credited is the same as the net wage payable as per wage slip.

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28. AUDIT REQUIREMENTS

Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the PSA. Such assessment and reports on the PSA may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

The outsourcing arrangements shall be subject to regular audits either by the internal auditors or external auditors to assess the risk management practices adopted in overseeing and managing the outsourcing arrangement.

29. QUALITATIVE REQUIREMENTS (QR) FOR SECURITY GUARDS (ARMED/UNARMED)

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

- a) All Security Guard (Armed/Unarmed) engaged through PSA should have Character Certificate and Training Certificate by the agency.
- b) Security Guard (Armed/Unarmed) should perform their duty for eight hours per shift per location. Weekly off shall be provided as per the banking working days and weekly offs or an amount in lieu of weekly off will be given as per the direction of minimum wages act to the persons working in addition of 26 days.
- c) Security Guard (Armed/Unarmed) shall perform duty in proper and specific uniform of their PSA and should be in possession of photo-identity card provided to them by their employer i.e., the PSA.
- d) Security Guard (Armed) deployed at branches shall perform duty with the PSA's firearms i.e. 12 Bore DBBL gun/Pump Action Gun and minimum 10 cartridges (as required by the Bank) held under a valid arms license. Bank's own weapon must not be used for private gunman. The Bank will not take the responsibility for the safe-custody of the firearms and its ammunition.
- e) The duty of the Security Guard (Armed) is to keep a watch over persons visiting the branch for the purpose of safety & security and guard against infiltration and against removal of bank's property by any unauthorized persons AND/OR to watch and guard, as against above, the movement of cash from one place to another whether inside or outside the Bank.
- f) At any point of time if it is found that the guard on duty is not wearing proper uniform as prescribed or not reporting on duty in time, the bank will be at the discretion of imposing penalty equivalent to one day of his wages plus VDA.
- g) Use of mobile during working hours or reporting to duty in intoxicated condition will be penalized by the amount equivalent to one day of his wages plus VDA.
- h) The Security Guard (Armed) while performing duty shall use his firearm only for his right to private defense as provided u/s 34 to 44 of the Bhartiya Nyaya Sanhita.
- i) Security Guard will perform duty in accordance with the SLA generated by GeM and also in accordance with any additional terms and condition mutually agreed between the Bank and PSA.



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- j) Security Guard must perform other additional duties related to the security of bank's premises/staff/customers approved by the Management time to time.

30. RESPONSIBILITIES OF PRIVATE SECURITY AGENCIES

- a) Selected PSA has to submit monthly compliance data as Wage sheet, copy of ECR of EPF subscription, ESI subscription and other concerned data pertaining to compliance of Minimum wages law and other obligations, as and when asked at a place decided by the Bank. If the PSA fails to produce asked data within stipulated time or the time extended by the bank, It will be considered as breach of contract and a penalty of ₹ 5000 per day up to maximum 30 days after the stipulated date and time will be imposed on the PSA. Bank will have a right to terminate the contract after 30 days and encash the performance bank guarantee.
- b) Armed Guards should have the agency's fire arms held under valid license/Retainers. The bank will not take responsibility for the safe keep of the Gun.
- c) PSA shall submit Police verification of each Security guard at the time of deployment in the branch.
- d) PSA shall submit medical certificate in respect of Security guard deployed at our branch, obtained from MBBS doctor.
- e) PSA should submit monthly bills/invoice along with the copies of Wage Slips to the concerned Branches within 7 days after completion of month. From the second month onwards, along with the bills/invoice the PSA should also submit the copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the PSAs guard deployed with the concerned Branch. Otherwise, payment will not be released.
- f) PSA will ensure that Guards deployed in offices/ branches/ Residential place will open saving bank account with the Central bank of India branch / where the guard is deployed. Payment to Guard by the PSA will be made only through Central Bank of India account. PSA will not pay salary of Guard in cash/cheque or any other similar kind of modes. If the PSA will not comply with this criterion, payment to PSAs will not be released by the branches.
- g) PSA should pay Minimum wages to Guards as per Minimum wages act and as per prevailing per day Wage rates as revised by Ministry of Labour and Employment from time to time .
- h) PSA should maintain the attendance, leave of the employee, and produce before branch manager whenever he wishes to inspect them.
- i) PSA should maintain the Muster Roll as per Form V and PSA should issue employment card as per Form XIV to each guard.
- j) PSA shall obtain Labour License in form no. VI from the Labour Licensing office. It shall also be the responsibility of PSA to get the license renewed before its expiry date.
- k) PSA shall submit an affidavit to this effect that they are complying with the following mandatory statues.
- i) Provisions of Minimum wages act 1948 and payment of minimum wages revised from time to time.

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- ii) Employees Provident fund and Miscellaneous Provision act 1952.
- iii) Employees Deposit Linked insurance Scheme 1976.
- iv) Employees state insurance act 1948.
- v) Payment of Gratuity Act 1972.
- vi) Payment of Bonus act 1965.

31. CHARACTER & ANTECEDENT VERIFICATION

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

32. COMPLIANCE WITH CONTRACT LABOUR ACT

The selected PSAs shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules made thereof as applicable to them. The PSA must obtain a license in Form VI from licensing Officer for the purpose of providing security guards as contract labour to the branch/ Office.

33. RIGHT TO ALTER QUANTITIES & REPEAT ORDER

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

34. FORCE MAJEURE:

- a) Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- b) For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, pandemic, quarantine restrictions, if any, declared by the Government, freight embargoes, declared general strikes in relevant industries, viz. Major Act of Government, impeding reasonable performance of the Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- c) If a Force Majeure situation arises, the PSA shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the PSA shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, PSA shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.



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35. FOR FURTHER CLARIFICATIONS, IF ANY, YOU MAY CONTACT THE FOLLOWING ADDRESS:

CENTRAL BANK OF INDIA,
Zonal Office Bhopal,
Security Department, First Floor
9 Arera Hills, Jail road, Bhopal
Contact No: 8320040494
email: securitybhopzo@centralbank.bank.in

36. Governing Law and Disputes

Any dispute will be subject to the exclusive jurisdiction of the courts at Bhopal.

37. RESOLUTION OF DISPUTES

The Bank and the PSA shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the PSA have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the Agreement, shall be referred to three Arbitrators: one Arbitrator to be nominated by the Bank and the Other to be nominated by the PSA and both the said arbitrators shall nominate the third arbitrator (before proceeding with the reference) who shall be chairman of the Arbitration Tribunal. The award of the Arbitrators shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings. The proceedings of Arbitration shall be in English. The venue of Arbitration is Bhopal and the Courts in Bhopal shall have jurisdiction.

38. REPRESENTATIONS AND WARRANTIES

Each of the parties represents and warrants in relation to itself to the other that:

- i. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- ii. The person(s) signing this agreement on behalf of the parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this 'Agreement'. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- iii. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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- iv. It will provide such cooperation as the other 'Party' reasonably requests in order to give full effect to the provisions of this Agreement.
- v. The execution and performance of this 'Agreement' by either of the parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.
- vi. **Additional Representation and Warranties by PSA:** Additional representation and warranties can be sought from PSA as per nature of SLAs.


(SATISH KUMAR)
ASSISTANT GENERAL MANAGER





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ANNEXURE I

Performance Bank Guarantee

Guarantee No.: _____

Date: _____

In consideration of the Central Bank of India, Zonal Office Bhopal having its Office at 9 Arera Hills, Jail Road, Bhopal, Madhya Pradesh (Hereinafter referred to as the 'First Party' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s. _____

_____ (Name of PSA) having its registered office at _____

_____ (Name & Address of Vendors H.O.) (Hereinafter referred to as the "Second Party" which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), by means of letter No. _____

_____ dated _____ for providing the services of Security Guards and Armed Guards at its Residential place/Office/Branches, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. _____ (Rupees _____ only) to keep the "First Party" indemnified from time to time for any breach of terms of the "Agreement" the Second Party is to enter with any of the branches/offices of the First Party.

We _____ (Name and Address of Bank) (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the "First Party", on demand any and all moneys payable by the "Second Party" to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time up to _____ (Date), without any demur, reservation, contest, recourse or protest and without any reference to the "Second Party". Any such demand made by the "First Party" on the 'Bank' shall be conclusive and binding notwithstanding any difference between the "First Party" and "Second Party" or any dispute pending before any court, tribunal or any authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the "First Party" and further agrees that the guarantee herein contained shall continue to be enforceable till the "First Party" discharges this guarantee. The Bank shall not be

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released of its obligations under these presents by any exercise by the "First Party" or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We _____ the bank further agree that the "First Party" shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the "First Party" and the "Second Party" for providing security guards for the "First Party" or to extend time of performance of its obligation by the "Second Party" from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the "First Party" against the "Second Party" and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the "Second Party" or for any forbearance, act or omission on the part of "First Party" or any indulgence by "First Party" to the "Second Party" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

The Bank also agrees that the "First Party" at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the "Second Party" and notwithstanding any security or other guarantee that the "First Party" may have in relation to the "Second Party" liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the "First Party", made in any format, raised at the abovementioned address of the Bank, in order to make the said payment to the "First Party".

The Bank hereby agrees and acknowledges that the "First Party" shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the "First Party" and may be assigned, in whole or in part, (whether absolutely or by way of security) by the "First Party" to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.

[Handwritten signature]



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This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- b) This Bank guarantee shall be valid up from _____ (Date) to _____ (Date).
- c) We are liable to pay the guaranteed amount or any part thereof under _____ this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before _____ (Date).
- d) At the end of the claim period that is on or after _____ (Date), all the right of "First Party" under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this Day of _____ (month, year) at (Place).

Signature.....

Signature.....

Name

Name.....

Official Address

Designation with Bank stamp

8/12/20
✓



Affidavit (to be submitted on Rs 500 Non judicial stamp paper and should be duly signed by the Director/s /all Partners only)

On behalf of the Private Security Agency
M/S.....I undertake the following:-

1. That the payments will be made to all the guards deployed at the Branches of Central Bank of India under Jurisdiction of respective Zonal Offices as per minimum wages as applicable to the area and as revised from time to time by the Labour department, and as per minimum wages act 1948.
2. That Employee's provident fund (EMPLOYER AS WELL AS EMPLOYEE) contribution will be deposited to the concerned authorities as per employees' provident and miscellaneous provision act 1952 in respect of our guards deployed at the branches of Central Bank of India under Jurisdiction respective regional offices.
3. That ESI contribution (on the BASIC+VDA+ALLOWANCES) will be deposited to the concerned authorities as per employees' State insurance act 1948 in respect of our guards



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deployed at the branches of Central Bank of India under Jurisdiction respective regional offices.

4. That the bonus will be paid to all our guards as per bonus act 1965 in respect of guards deployed at the branches of Central Bank of India as per the work order.
5. That the gratuity will be paid to the security guards deployed at the branches of Central Bank of India under Jurisdiction of Zonal Office as and when they become eligible for such payment under the relevant law.
6. That all the guidelines will be followed as stipulated from time to time by Ministry of Labour and Employment.
7. That the firm will be solely responsible for any Noncompliance to Minimum wages Act 1948 and other Labour laws and rules applicable in the state of Madhya Pradesh.
8. That the firm will be solely responsible for any dispute arising out of the appointment/termination of services of the armed guards deployed in the branches of our bank.
9. **As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.** We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
10. That the PSARA license of the firm is valid for the period of contract i.e. from to
11. That I/We.....
.....
.....
.....name of Director/ all Partners are not convicted or facing any criminal proceedings in Court/competent authority under Law of the land.

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

**Date:
Place:**

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Annexure III

CLIENTS CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name and Address of Client:-

Name of Firm/PSA :-

Details of work executed by the Firm/PSA:-

1.	Name of Work with brief particulars as deployment of Security Guards/Armed Guards in branches/Region/Zones.	
2.	Agreement No. and date	
3.	Period of contract/Actual Period of Services Rendered.	
4.	Average number of Un-armed <u>Security Guards</u> deployed in last 3 years (approx).	2023-24:- 2024-25:- 2025-26:-
5.	Average number <u>Armed Guards</u> deployed in last 3 years (approx)	2023-24:- 2024-25:- 2025-26:-
6.	Details of compensation levied for delay (indicate amount) if any	
7.	Name and Address of Authority under whom work executed.	
8.	Whether the deployed Armed Guards are professionally trained.	
9.	Periodic training and Firing practice of Armed Guards conducted by PSA. Please comments.	
10.	Whether the PSA is complying with minimum Wages Act 1948, Employee's Provident fund and Miscellaneous Provision Act 1952, Employees Deposit Linked Insurance Scheme 1976, Employees State Insurance Act 1948, Payment of Gratuity Act 1972, Payment of Bonus Act 1965 and all other Laws as applicable	
11.	Violation of Labour Laws, if any	
12.	Whether the PSA has adequate Supervisory, administration and Training facilities available with them. If yes, mention physical area of strength.	
13.	Did the PSA go for Arbitration/Default? If Yes, Total amount of claim.	
14.	Average Response time for deployment. (number of days)	



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

Note : All the columns should be filled up properly.

Signature of Reporting Officer* with Office Seal

Details of Officer

Name:

Designation:

Mobile No:

Email Id:

*Reporting Officer should be Security Officer or equivalent.

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Annexure :IV

(Letter to the bank on the Supplier's letterhead)

BIO – DATA OF PRIVATE SECURITY AGENCY / FIRM

1. a) Name of the Firm :
b) Address :
c) Telephone Nos.
Office :
Mobile :
Fax :
e-mail :
2. a) Whether Proprietary/Partnership/ Pvt. Ltd. / Public Ltd. :
(Certificate of Registration / Partnership Deed to be enclosed).
b) Name of the Partners, Directors:
i)
ii)
c) Year of Establishment:
3. a) Registration with concerned authorities:
i) Income Tax (PAN, TAN) No.
ii) GSTIN No. :
iii) EPF Regn. No. :
iv) ESI Regn. No. :
v) ESI sub code Regn. No. in _____ state :
vi) Shops & Establishments Act. :
vii) Private Security Regulation Act 2005/ : PASARA

(Enclose all concerned certificates)

- b) Address, Mobile/Tel. Nos. & e-mail ID of Offices/Branches in Madhya Pradesh and Nos. of Employees:

Name, Address & Tel. /Mobile Nos. of Offices/Centers	e-mail ID	Nos. of Employees at each Center



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4. Give details, if at present involved in litigation in similar type of contracts:

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs

5. Details of civil suit, if any, that arose during execution of contract in the past 5 years :

6. Contact details of responsible persons in Local Office at Bhopal, Madhya Pradesh

Name	Designation	Mobile No	e-mail ID

07. Turnover in last 3 years (Rs.in Cr):

Sr. No	FY	Turnover	GST Paid	Profit /Loss
01	2025-26			
02	2024-25			
03	2023-24			

Note: Furnish copies of Audited Balance Sheet and Profit & Loss A/C for the last 3 years i.e. F.Y. 2025-26, 2024-25 & 2023-24. Copies of Tax Returns & Assessment Orders, for each year to be enclosed.

08. Details of Training Facility

i. Address of training facility:

ii. If tie up arrangement, details of the same:

iii. Whether facility for firing practice available:

NOTE:

- Without copies of Documents, Certificates of Registration, Performance Certificates, WorkOrders, Details, Credentials, Supporting Documents, etc., duly stamped and signed, your application is liable to be rejected without assigning any reason.
- Details to be filled up in all columns.
- Attach additional sheet wherever required.

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

Date:

Time :

Handwritten signature and initials