



| Name of Bank | Kerala Gramin Bank |
|----------------------------|--|
| Address/location | General Administration Wing, Head Office, KGB Towers, A K Road, Malappuram 676505 |
| No of days during month | All days including holidays |
| No of guards to be engaged | 1*08 hours day/night (May vary as per requirement) |

Scope of Work:

Providing security services to Kerala Gramin Bank for a period of three years commencing from 01-12-2024 to 30-11-2027.

<u>Terms and Conditions to be executed between the Bank and Agency for providing</u> security services:

1. Compliance with Legal and Regulatory requirements:

- ❖ The security agency must be registered and licensed under the Private Security Agencies Regulation Act (PSARA) and relevant laws.
- ❖ The agency must comply with all labour laws, including the minimum wage laws, Provident Fund (PF), Employee State Insurance (ESI), and other statutory obligations.
- ❖ The agency must ensure that all security personnel are covered under appropriate workmen's compensation and group accident insurance.
- ❖ The agency is required to deploy preferably trained ex-servicemen as unarmed security guards for security services. In regions, where service of trained ex-servicemen is not available, service of trained security guards other than ex-servicemen can be availed.

Head Office General Administration Wing; KGB Towers, AK Road, Malappuram, Kerala – 676 505

Phone: 0483 2733507, 2734847

E-mail: gawing.kgb@keralagbank.com website: www.keralagbank.com



2. Background Verification and Training:

- ❖ The agency must conduct thorough background checks of all security personnel, including police verification and character references.
- ❖ Security personnel must be adequately trained in security protocols, first aid, emergency response, fire safety, and customer service. The training programs should be regularly updated to keep pace with emerging threats and requirements.
- The agency must provide a certificate of training for all personnel deployed at the bank's premises.

3. Adherence to Minimum Wages and Service conditions:

- The agency must ensure that all security personnel are paid in accordance with the minimum wage policy of the Government of Kerala, inclusive of all allowances.
- ❖ All statutory benefits, such as PF, ESI, and leave entitlements, must be provided to the personnel without any deductions or delays.
- ❖ The agency must maintain proper records and documentation to demonstrate compliance with these requirements, including wage slips, PF/ESI contribution records, and employment contracts.

4. Bank Guarantee/Security Deposit:

- ❖ The successful vendor (Agency) shall submit a Bank Guarantee issued by a scheduled commercial bank of Rs.1,00,000/- (Rupees One lakh only) and should remain valid for the entire term of the agreement, plus one month after its expiration, to cover any obligations or damages arising under this agreement.
- In case of any failure by the agency to perform its obligations under the agreement, the bank reserves the right to forfeit the bank guarantee, in full or part, as liquidated damages.

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5. Service Quality and Performance standards:

- ❖ The agency must ensure that security personnel are punctual, presentable, and in proper uniform while on duty.
- ❖ The agency must provide a sufficient number of trained and qualified personnel to meet the bank's security requirements at all times.

6. Confidentiality and Data protection:

- The agency must ensure that all security personnel are briefed on the importance of confidentiality and data protection.
- ❖ Any information obtained during the course of providing security services must be kept confidential and not disclosed to any third party without the bank's written consent.

7. Reporting and Documentation:

- ❖ The agency must maintain daily logs of all security incidents and submit regular reports to the bank's security officer.
- ❖ Any major security incidents must be reported to the bank immediately.

8. Contract Termination:

- If the service provided by the agency is found to be unsatisfactory or in violation of any of the terms conditions, the bank reserves the right to terminate the contract immediately without notice.
- ❖ In the event of termination, the bank may engage another agency at its discretion, and the security agency will have no claim for compensation.

9. Indemnity and Liability:

- ❖ The security agency will indemnify the bank against any loss or damage resulting from negligence, misconduct, or failure to perform duties by the agency or its personnel.
- ❖ The agency will be liable for any legal action arising out of non-compliance with statutory requirements or the terms of the contract.

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10. Contract Duration and Review:

- ❖ The initial term of the contract will be three years, subject to satisfactory performance.
 The contract may be renewed or extended at the discretion of the bank.
- ❖ The terms and conditions of the contract will be subject to periodic review and may be modified as required by the bank.

11. Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, strikes, or governmental actions.

12. Dispute Resolution:

- Any disputes arising out of or in connection with the contract will be resolved amicably between the parties. If unresolved, the matter will be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996.
- ❖ The Jurisdiction for any legal proceedings related to the contract will be at Malappuram.

13. Requirement from staff of the Agency, their duties, behaviour etc.

- ❖ The Agency shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- ❖ The Agency's staff shall not disturb the employees of the bank.
- The Agency's staff shall be polite, courteous, well behaved and honest.
- ❖ The Agency shall be fully responsible and liable for any theft, burglary, fire or any other mischief done by the staff.
- ❖ The antecedents of all the staff will be got verified from police by the agency before deployment for work.

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14. Other conditions:

- ❖ The agency shall provide security arrangements for the branches/Offices of the bank (as per the demand made by the bank) located all over Kerala with effect from the date of execution of agreement.
- The agency should have experience in the field for at least the past five years.
- That the bank on its part shall at no time directly or indirectly employ the service of or deal with any person introduced by the agency from the date of termination of the contract.
- The staff of agencies shall not enter into any unlawful activity within the Bank premises and shall have a good moral character.
- ❖ Bank shall have the right to impose cash penalty on the contractor in case the Bank is put to any financial loss directly or indirectly by any act of the omission and negligence on the part of the contractor's staff.
- All the agency's staff should be free form infectious diseases.
- ❖ The agency must not sub-contract any part of the security services.
- ❖ Bank reserves the right to order any staff of the agency to leave the premises of the bank if his presence at any time is felt undesirable.

15. Terms of Payment:

❖ Bank shall pay the agreed amount to the agency on monthly basis after completion of the month and submission of a certificate by the unit Head that "the work is done satisfactorily". In case the work is found unsatisfactory, payment will be withheld and it will be released only when the work is found as of the quality and the satisfaction of the Bank.

16. Notice of termination of the contract:

❖ The contract can be terminated without assigning any reason by giving one month notice in writing by the Bank.

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17. Acceptance of Terms & conditions:

❖ The security agency must acknowledge and accept all the above terms and conditions before entering into the contract with the bank.

Accepted the above conditions

Signature with seal of authorized person of the Agency

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