



Prathama UP Gramin Bank
(sponsored by : Punjab National Bank)
Ram Ganga Vihar Phase -II Ind Moradabad
e-mail: security@prathamabank.com
website: prathamaupbank.com

Head Office:
Phone: 0591-2492088

RFP FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES
NOTICE INVITING BIDS/APPLICATIONS FOR EMPANELMENT OF SECURITY AGENCIES

Prathama UP Gramin Bank invites sealed applications from Private Security Agencies (PSAs) having their offices in the state of Uttar Pradesh, for short listing and empanelling suitable security agencies for outsourcing 225 armed security guards for our branches/ offices etc. The number of armed security guard may be increased or decreased at sole discretion of bank. The bank is at present operating in 19 districts of UP and 01 district of Uttrakhand viz Amroha, Baghpat, Balrampur, Bijnor, Budaun, Bulandshahar, Gautam Budh Nagar, Ghaziabad, Gonda, Hapur, Jhansi, Lalitpur, Meerut, Moradabad, Muzaffaranagar, Rampur, Saharanpur, Sambhal, Shamli, and Haridwar. The empanelment would be initially for a period of three years, with a provision to review yearly, at the sole discretion of the bank, based upon the performance and discipline of the PSAs. Based on the performance of security agency and the mutual consent between two parties, it can be further extended for 02 years. Vendors/applicants are requested to submit their application/bid as under after going through entire proposal.

Reference No	HO/SEC/01/2023 DT 09-02-2023
Empanelment documents/ Application/Corrigendum can be downloaded from bank's website	www.prathamaupbank.com
Date of commencement of proposal	10-02-2023
Pre bid meeting	21-02-2023 at 11 AM
Last date and time for receipt of bids/applications	03-03-2023 at 11AM
Date of Opening of technical bid	03-03-2023 at 11:30 AM
Date of opening of financial bid	10-03-2023 at 11AM
Venue	Prathama UP Gramin Bank Head office, Ramganga Vihar Phase II, Moradabad
Earnest Money	Rs. 500000.00 (Five lakh only) Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document they will be Blacklisted.
Cost (Not refundable)	Rs. 5000.00 (Five thousand only) should be submitted in favour of Prathama UP Gramin Bank before last date of bid submission in the following account: IFSCCode :PUNB0SUPGB5





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	Bank&Branch:Prathama up Gramin bank Ram Ganga Vihar , Moradabad-244001 Account No: 91512100000479 (14digits). MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
Address for communication	General Manager (GAD) Prathama UP Gramin Bank Head office Ramganga Vihar Phase II, Moradabad,Mob-7217032003,7217032006
Contact to Bidders	Interested Bidders are requested to send the email to <u>security@prathamaupbank.com,gad@prathamaupbank.com</u> containing following information, so that in case of any clarification, the same may be issued to them:(a) Bidder,(b)Contact person,(c)Mailing address with Pin Code,(d)Telephone No., Mobile No.(e)e-mail etc.

Application/bid document can be downloaded from our website www.prathamaupbank.com or may be obtained from the following address

General Administration Department (Security Cell),
Prathama UP Gramin Bank Head office
Ramganga Vihar Phase II
Moradabad,UP





Eligibility Criteria for Evaluation of Technical bid

The evaluation will be done on the following parameters. The PSAs those qualify in the technical evaluation will be considered for further process.

- (a) The Private Security Agencies should be a reputed firm/company/ proprietorship based (having its corporate/zonal/regional office) in the state of UP and have effective Infrastructure with adequate faculty members, field officers, training centre and effective training modules including physical security as well as fire safety training.
- (b) The Private Security Agencies should have license in accordance with the Private Security Agencies Act 2005 to operate in the entire state of UP. The license so obtained should not have been suspended/ cancelled/ revoked by the controlling authority under PSA Act or under any other provisions.
- (c) The Private Security Agencies should have (Income Tax, PAN).
- (d) The average minimum turnover of the bidder in the last three financial years i.e. 2019-20, 2020-2021, 2021-2022 should be at least Rs **5.0 Crore** per year (Attach certificate from CA) & for FY 2021-22, minimum turnover should be **08 Crore**.
- (e) Bidder should have satisfactory Cash flow to meet out the salary requirement, etc (Attach certificate from CA)
- (f) The Private Security Agencies should have Audited Balance Sheets and Profit and Loss Accounts for the last three years.
- (g) The office/establishment of Private Security Agencies should have registration under Uttar Pradesh Shops and Commercial Establishment Act, 1962.
- (h) The Private Security Agencies should have valid certificate under EPF & Miscellaneous Provisions Act.
- (i) The Private Security Agencies should have valid certificate from ESI Corporation as per ESIC Act.
- (j) The Private Security Agency should be registered with GST department.
- (k) The PSA should be in profit during last three financial years.
- (l) The PSA should not have committed default/ undue delay in paying EPF, ESI and GST during last three years. **(Attach undertaking by PSA)**
- (m) The PSA should have at least 03 years' experience of providing security services to PSB/PSU/ regional rural banks or any other **Govt financial** institution preferably in the state of Uttar Pradesh. (PSBs and PSUs to be preferred) **Attach copy of proof**
- (n) The PSA should not have been blacklisted or debarred by any PSB/PSU/RRB/Govt Institution during last 05 years. In this regard the PSA will have to submit an undertaking as per **(Annexure V)**.
- (o) PSA should mention their Service network (Total branch offices of PSA) with proof.
- (p) PSA should furnish the details of total number of guards deployed by them to PSBs/PSUs and other Govt financial institution since last **03 years (Submit the details year wise)**
- (q) The PSA will have to submit a satisfactory service report in original obtained from two public sector/PSUs/ Govt organizations where PSA is providing similar services. The report should have been obtained after 01.01.2023 and should be signed by competent authority of that organization.





- (r) The PSA will have to submit a solvency certificate amounting to Rs 25,00,000/- obtained after 1.04.2022. (In original)
- (s) Service charges/Commission will be paid on monthly minimum wages (Basic+ Variable Dearness Allowance) Only.
- (t) PSA shall provide proper uniform to all armed security guard at his own expense.
- (u) The PSA will solely be responsible to redress all the Human Resources issues/complaints/ Grievances of such Manpower, if any. Further, the outsourced manpower shall have no legal right to pursue any litigation against bank.

For short listing/ empanelment of PSAs the above criteria shall be applied. For this purpose, PSAs shall submit copies of every relevant documents/ certificates / Chalans / receipts/ documentary proofs along with the application/bid. The PSAs not conforming to any of these criteria will not qualify for empanelment or short listing. In addition to the above, the PSAs should furnish details of their profile.

1. Scope of the Work

Deployment of security guards, at sensitive/risk prone branches/ Controlling office/ Head Office of the bank as mentioned above in the state of UP, Which may vary from time to time during the period of empanelment depending upon the requirement of the bank.

2. Submission of Bid/Application

Bid/Application as per **Annexure I**, complete in all respects can be submitted along with payment of Rs.5000/- (Non-Refundable) and earnest money of **Rs. 500000/- (Rupees Five lakh only)** by way of DD/ FD in favour of **Prathama UP Gramin Bank, Moradabad** latest by **11 AM on 03.03.2023** in a sealed envelope. The technical bid shall contain the details as per **Annexure II** along with copies of all the required documents/proof. The Financial bid is to be submitted as per **Annexure III**. The Financial bid is not to be submitted along with Technical bid. Financial bid is to be kept separately in a sealed cover. **If Financial bid is submitted in the technical bid envelope the bid will stand rejected.** The DDs of application cost and EMD shall be kept separately from technical bid. The amount of EMD will be forfeited if, having been selected by the Bank for the job, the PSA refuses to accept any contract or having accepted the contract, fails to carry out its obligations mentioned therein. Bank Guarantee in lieu of Earnest Money Deposit will not be accepted. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful PSAs within a period of three months. The agency must fill and sign bid application form along with supporting documents, failing which the bid application is liable to be rejected. The applications received late or without application fee and earnest money would not be opened and shall be rejected.

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security.

Further, in lieu of Bid Security, bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for **3 years**.





3. Amendment of bidding documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites www.prathamaupbank.com and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/ Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the submission date to avoid any last minute issues.

4. General Instructions/Conditions

- i) Please read the terms and conditions carefully before filling the bid/ application form.
- ii) Please sign all the pages of the bid document including each page of the application form.
- iii) The cuttings/over writings, if any, should be duly attested.
- iv) The General Manager, Prathama UP Gramin Bank reserves all rights to:
 - a) Accept or reject the application either in whole or in part.
 - b) Reject any or all the applications partially or wholly.
 - c) Cancel or withdraw this proposal of offers at any stage.
 - d) Accept or reject any deviation from these conditions.
 - e) Credential of all the bidders will be examined by our own panel of officers. Their recommendations / decisions will be final.

5. Eligibility Criteria for Security Guards

The guards should be well built, physically fit and preferably below 50 years of age but above 18 years. In case of ex-servicemen or ex-paramilitary personnel requirement of age may be relaxed up to 60 years. The Security guards to be provided shall also meet physical standards prescribed by the Government and should not be suffering from any contagious disease or any other disease which may aggravate during his service in the bank.

6. Validity of Offer

The applicants shall keep the offer open for a minimum period of 90 days from the date of opening of the applications/bids within which period the PSA cannot withdraw their offer including the period being extended further, if so required, by mutual agreement from time to time. Any contravention of the above conditions will make the PSA liable for forfeiture of their Earnest Money Deposit.

7. No Erasures or Alterations

Application/ bid must be completely filled up. Corrections or alterations, if any should be duly authenticated.

8. Agreement Between the PSA and the Bank

The successful PSAs shall execute an agreement with the bank on a non-judicial Stamp Paper of appropriate value, as per the format provided by the BANK, and all the expenses shall be payable by the PSAs. A copy of the agreement will be retained both by the BANK and the PSA concerned.





9. Pre contract Integrity Pact

As per central Vigilance Commission (CVC) directives, it is required that Bidders/ contractors /suppliers observe the highest standard of ethics during the bidding process. Further, all bidders to submit and "PRE CONTACT INTEGRITY PACT" as per **Annexure - VI** on non judicial stamp paper of Rs 100.

10. Opening of Bids

The technical bid shall be opened in the office of the General Manager, Prathama UP Gramin Bank at **the date and time mentioned here in above** in the presence of the PSAs and/or their authorized representatives who may be present at the time of opening the bid. If the date of opening happens to be a holiday due to unforeseen reasons, the offers will be opened on the next working day at **11.00 am**. The technical bids will be opened at the time and date stipulated above in the presence of the committee of officers. The bidders or their representatives who wish to be present at the time of opening of bids shall make themselves available at the stipulated place, date and time. The bidders who qualify in the technical evaluation shall only be eligible for further process.

11. Terms of Payment

Bank will reimburse the monthly wages of security guards to PSA, if they furnish the details with proof of wages of security guard to respective bank account number, where wages are being disbursed as minimum wages with EPF, ESI and Bonus (If applicable).

Also PSA should submit the proof of their contribution details of EPF, ESI and Bonus (If applicable) .

The PSA will not be paid any payments in advance. Monthly payment shall be made after cross tallying the attendance of the security guards. The payment shall be made by the BANK after the end of every calendar month.

12. Security Deposit

On award of the work, the earnest money deposit (EMD) paid by the PSA shall be returned. However, PSA shall deposit security money, in the form of our bank's FDR, equal to 3% of the amount payable for the work allotted. The security money deposit shall vary as per volume of the work allotted to the PSA from time to time and PSAs shall always keep it at the rate of 3% of the amount payable for the work allotted. The security deposit shall be adjusted against any loss, theft, damages etc. caused by the agency or by the involvement of the guards deployed by the agency or due to any act, omission or negligence of the guards deployed by the agency and/or if agency commits breach of one or more of the conditions in the agreement. The security deposit shall be refundable on completion of the term of PSA subject to adjustments, if any, as described above.

13. Other Terms and Conditions

(i) The security guards to be provided by the PSA must be of sound health and good character for which the PSA shall be responsible and their antecedents are to be certified by the PSA and a copy of Police verification also is to be provided before the deployment of security guards, if any of them is found to be medically unfit or of unsound mind prior or during the period of agreement, the PSA shall not deploy or engage such person in the security of the Bank, the PSA shall submit the relevant documents at the interval of every one year or as and when demanded by the bank. The Bank shall have the right to reject any security guard not meeting the requisite standards.

The security guards shall perform the following duties:





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- (a) Checking and regulating visitors and maintenance of various prescribed documents (Necessary entries are made in the records/register).
 - (b) Checking of incoming/outgoing materials and vehicles at the gate
 - (c) Prevention of losses from theft/pilferage/damage to Bank property
 - (d) Ensuring the safety of cash and bank record.
 - (e) Assisting in case of strike/unrest of employees and shall render necessary and adequate assistance to Bank administration and also take necessary steps to control mob/unruly crowd.
 - (f) Render assistance in fire fighting whenever fire takes place within the premises or when called upon to do so. All personnel employed by the PSA should be suitably trained in fire fighting techniques and handling of firefighting equipments and also first aid procedures.
 - (g) Prevention of misuse of water, electricity and other facilities by outsiders/unauthorized persons and prevention of entry of stray animals and take out the animals from the Bank premises.
 - (h) Apprise the Bank administration of any lapses noticed under the scope of his work
- (ii) The security guards deployed by the PSA shall not work in any other organization or shall not be deployed by the PSA to any other organization regardless of working shift. If any such case comes to the notice, Bank shall have the right to impose suitable penalty on the PSA, which will be recovered from his monthly bills or security deposit or any other dues of the PSA. The PSA shall employ good and trained persons with good health and clean record within the age of 50 years (60 years if ex-serviceman/paramilitary personnel) and must have working knowledge of Hindi. In case, any of the guard so provided is not found suitable by the Bank, the Bank shall have the right to ask for his replacement without giving any reason thereof.
- (iii) The PSA shall be wholly and solely responsible for full compliance of all labour laws, compliance with all statutory provisions/ stipulation of State.
- (iv) If at any time after empanelment it is found that the PSA has violated any labour/ statutory provisions, the PSA may be empanelled and blacklisted and the security money deposit of the PSA shall be forfeited. In this regard PSA shall submit a notarized affidavit on Rs 100/- stamp paper, as per format given by **Annexure 'IV'**. Bids submitted without affidavit as per 'Annexure IV' shall be rejected.
- (v) The PSA shall be responsible for any harm/loss/injury caused by the security guard intentionally or unintentionally by his arms or otherwise to the customers/ public/ staff members or any material of the bank/public and the PSA shall indemnify the bank if any loss/damages is suffered by the bank due to any activity of the security guard.
- (vi) The Security Guards shall be provided as per the requirement of the Bank and the guards so provided by the PSA shall not claim themselves as the employees of the Bank and there shall be no employer - employee relationship between the Bank and the guards so provided by the PSA. The PSA shall monitor its guards regularly. PSA shall deploy supervisors as per requirement of the bank.
- (vii) The PSA shall be wholly responsible for paying Monthly Salary and other admissible allowances to the guards deployed by them. Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc.
- (viii) It shall be the responsibility of the PSA to provide full uniform (summer and winter both) along with the name plate/identity card to the security staff deployed to perform their duties. The identity cards shall be produced on demands by the any authority of the Bank or of Government.





- (ix) All security guards/ supervisors shall be provided with proper Identity Cards by the PSA at their cost. Also all essential items for security purposes like gun, torch, whistle, shoes, raincoats, first aid arrangement etc. shall be provided by the PSA at their own cost.
- (x) The PSA will introduce their security staff to Officer-In-charge, declared as controlling officer or any other person authorized by the BANK in this behalf for the operation of the agreement by Bank for his verification and satisfaction before their deployment and the PSA shall furnish the complete particulars/ bio-data of security personnel with passport size colour photo duly attested by the Gazetted Officer before deployment including the copy of arm license, wherever applicable.
- (xi) The Bank reserves the right to ask the PSA to remove any guard found not discharging his duties satisfactorily or of doubtful character and the PSA will immediately remove such person / persons and provide replacement.
- (xii) The duty points and retention time of security guards deployed by the PSA will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the PSA will have to abide by such direction.
- (xiii) In case of any pilferage, damage or theft, the PSA or their representative shall report the matter immediately to the authorities of the Bank. The PSA will be wholly responsible for any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by their security guards.
- (xiv) It may be distinctly understood that there shall not be any absenteeism by the security guards and in case of absenteeism, replacement must be provided by the PSA, if any guard's replacement deputed by the PSA is unable to join his duty within two hours, failure to do so would render the PSA liable to pay the damages at double the rate of the wages. The amount of such damages will be deducted from the monthly bills of the PSA.
- (xv) The PSA shall submit monthly bills in duplicate for the services rendered during the preceding month along with the pay roll duly signed by the PSA and the Bank shall make payment within fifteen working days from the date of submission of the bills after deduction of income tax as per provisions of Income Tax Act, 1961 and as amended from time to time and also including any other taxes levied by the Central/State Government from time to time.
- (xvi) The PSA shall give weekly off to their security guards and shall provide a reliever. The PSA is required to conduct surprise check frequently at least once a week and to see themselves that their guards are discharging duties faithfully and properly and also submit their report to the Security Officer at the Head Office of the BANK.
- (xvii) The PSA shall ensure that the gun license of the armed guard remains valid as per state laws. The security guard and PSA shall be responsible for safe custody of the gun and ammunition. Guard will report for duty along with gun and take his gun back on closing of the branch. In no circumstance gun of the guard shall be left in the branch premises after office hour.

Training of security guards

All the guards which will be provided to the bank shall be fully trained. The PSA shall have arrangement for effective training infrastructure for providing class room and arms training to the security guards and shall adhere to the provisions of UP Private Security Agencies Rules 2009 towards pattern of training and





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skill enhancement during the period of agreement/ empanelment. The Guards should have undergone pre-induction training or shall be trained at their training facility within a period of one month post deployment. PSAs not having adequate training infrastructure whether owned or rented in the state of UP shall not be considered for empanelment.

14 Pre-Bid Meeting & Pre-Bid Queries.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail. Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. **Queries not submitted in hard copy will not be responded.**

Sr.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded on our bank website or can be send through E-mail.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company.

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

15. Evaluation Process

Stage I (General Evaluation)

The applications incomplete in any respect or not accompanied by the mandatory documents i.e. **documents/ certificates / Chalans / receipts/ documentary proofs** as mentioned above or without cost of bid application and EMD shall be rejected. Demand drafts for bid application cost and EMD should not have been issued before the date of this RFP.

Stage II (Evaluation of technical bid)

Offers/bids will be evaluated against the stipulated requirement/ eligibility criteria based purely on valid proofs of documents submitted by the PSAs along with their bids. Offers complying with the eligibility criteria shall be selected in technical evaluation. Evaluation will be done by a committee of officers based on the criterion mentioned in the bid.

Stage III (Evaluation of financial bid)

The price bids of only those bidders who qualify in the evaluation of technical bid will be opened. PSAs will have to quote price bid for armed security guard. After opening of financial bid, the successful bidder will be declared as **L1. If L1 is more than one then the grading of bidders will be decided on the basis of rating chart (In annexure VII) and as per rating marks 1st and 2nd bidder will be decided and the work will be distributed between 1st and 2nd in the ratio of the ratio of 60:40 at the Sole discretion of the Bank, keeping in view the geographical location of bank.**





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If L1 is declared only one, then the bank reserves the right to split the work order between two bidders i.e. (L1 & L2) in the ratio of 60:40 subjected to price of L2 matches with the price of L1 at the sole discretion of the Bank, keeping in view the geographical location of bank.

16. No Commitment to Accept Lowest or Any Other Offer

BANK shall be under no obligation to accept lowest or any offer received in response to this notice and shall be entitled to reject any or all offers at any stage without assigning any reason whatsoever.

17. Liquidated Damages and Termination

In case of breach of any/or more of the conditions in the agreement and/or services provided by the PSA are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.) during any period of the agreement, an amount subject to minimum 10% of the monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the PSA can be terminated by giving a short notice of seven days or even 48 hours depending upon the exigencies and also disqualifying them for participating in the future empanelment. Besides, the PSA will be responsible to indemnify any pecuniary loss, if any, caused due to such action of the agency/security guard.

18. Settlement of Disputes by Arbitration

In the event of there being any dispute or difference arising between the parties the same shall be referred to the Chairman Prathama UP Gramin bank whose decision shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole Arbitrator mutually agreed by the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliations Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. The award of the Arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be Moradabad. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitration) shall be in the discretion of the Arbitrator who may direct by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

Depanelment

Any of the PSAs empanelled after completion of this process can be depanelled by the bank at any time without assigning any reason by giving a notice of 30 days and the work allotted to that agency may be distributed to the remaining PSAs at the discretion of the bank.

The authority for acceptance of the application will rest with the General Manager, Prathama UP Gramin Bank who does not bind himself to accept the lowest or any other application nor undertakes to assign reasons for declining to consider any particular application / applications.

16. All disputes shall be subject to the jurisdiction of the Courts at Moradabad only.





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Annexure I

Bid (Offer)
(On the letter head of the PSA)

To
The General Manager
Prathama UP Gramin bank
Ramganga Vihar Phase II
Moradabad UP

Dear Sir,

Re: Bid for Empanelment as Private Security Agency for providing Security Guards

I/We hereby offer our Company /Firm to be empanelled as a PSA for providing Armed Security Guards to be deployed at various branches/offices of BANK, in its entire operational area.

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting empanelled, I/We agree to honour the obligation with due diligence and efficiency as required by the BANK.

I/We also understand that mere filling the application form does not automatically qualify us for empanelment. We also agree to BANK's right to reject my/our application/bid at any stage without assigning any reason thereof.

I/We agree to all the terms and conditions of the RFP.

I/We also agree that the bank may amend/alter/waive any of the conditions mentioned in the notice at any stage of the empanelment process.

Thanking you,

Yours faithfully,

Signature and Seal of PSA
Address :



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DETAILS OF PSA (Technical bid)

Annexure – II

With reference to your advertisement, required details are as under:

General Details		Details	Proof Attached
1.	Name of the PSA		
2.	Constitution (Company/Firm/Proprietorship)		
3.	Year of Establishment		
4.	Name of the Directors/Partners/Proprietors, & their PAN/GST		
5.	Whether registered with the Registrar of Companies / Firms or Proprietor. If so, mention No. & date (Documentary Proof Necessary) Furnish also copy of relevant Certificates / Deeds.		
6.	Whether registered with Govt. under Contract Labour (Regulation & Abolition) Act, 1970. Furnish date of registration and proof.		
7.	No. of Clients. (Enclose List).		
8.	Quality Certification like ISO Certificate. (Enclose the copy, if any)		
9.	Whether an assesses of Income Tax. If so mention PAN / TAN. Furnish copies of IT Return for last 3 years & copy of PAN Card.		
10.	Any other documents you wish to attach		
Technical Details			
1.	Address & Phone No. of Principal office (attach proof)		
2.	Authorized under PSA Act 2005 to operate in entire UP		
3.	Whether registered in the panel of other Organizations / Statutory Bodies such as PSU, Bank, Government Bodies, etc. Furnish their names, category, date of Registration and Proof.		
4.	Annual turnover for the Financial Year 2019-20 2020-21 2021-22		
5.	Average Turnover in last three financial Year (2019-20,2020-21,2021-22)		
6.	Profit earned during last three years. Attach Audited balance sheet. 2019-20 2020-21 2021-22		



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7.	Whether Registered under Uttar Pradesh Shops and Commercial Establishment Act, 1962. Mention Reg No.		
8.	Whether registered with EPFO. Date of registration and proof.		
9.	Whether registered with ESIC. Date of registration and proof.		
10.	Goods & Service Tax No.(Furnish copies of relevant certificate).		
11.	Experience of working with PSBs/PSUs/RRBs/Govt FIs since		
12.	Training Infrastructure. Give details.		
13.	Whether blacklisted/debarred by any organization during last 05 years		
14.	Whether all dues related to EPF, ESI and GST for fy 2021-22 cleared by due dates or defaulted payment of any installment.		
15.	Satisfactory Service report obtained from 1. 2.		
16.	Whether solvency certificate obtained		
17.	Total Branch offices of PSA (Service Network)		
18.	Details of total number of guards deployed by agency		

- a) We agree that this application does not entitle us automatically for being empanelled / short listed for the purpose as cited above.
- b) We understand that the General Manager Prathama UP Gramin Bank reserves the right to reject our application without assigning any reason thereof at any stage and we agree to that.
- c) The information given by us is true to the best of our knowledge.

Date:

Place:

Signature & Seal of PSA.



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Rate Quotation (Financial Bid)

Annexure- III

Requirement of Armed security guards with the following details at the latest rate notified from the office of UP State labour Commissioner as per minimum wages act 1948.

S.No	Payment detail	Percentage (%)
1	Minimum wages (Basic+ Variable DA) per day (8 Hours)	NA
2	Basic+ Variable DA()8 Hrsx26 days)	NA
3	Employee Provident Fund EPF), Employer share	____ (%) , ____ (%)
4	Employees state Insurance (ESI), Employer share	____ (%) , ____ (%)
5	Service Charge at percent of Sr No2	____ (%)
6	Total (For Hours/Guard/Month(2 to 5)	NA
7	GST as Applicable	____ (%)
8	Grant Total – CTC to Bank (6+7)	NA

Important point to remember while submitting Financial Bid

1. Enclose Latest copy of minimum monthly wages as notified from the office of the UP state Labour Commissioner Office.
2. Service charges should be in (%) terms only up to **02 digit decimal points**.
Bids having service charges more than **02 digit** decimal points shall be disqualified.
3. L1- will be selected on the basis of service charges quoted in percentage terms at **Sr.No 5**.
4. Payment details at Serial numbers 1 to 4 are mandatory charges and should conform to the relevant legal/ statutory provisions of UP state Minimum Wages in vogue otherwise the bid will be rejected.
5. Bank will reimburse the monthly payment to PSA ,provided they furnish the details as follows;
 - I. Proof of monthly payment of all statutory obligations like Minimum wages, EPF, ESI&Bonus (if applicable).
 - II. List of Bank saving account no of all deployed armed guard with name, where monthly payments are being disbursed and also EPF and ESI account number of each guards.
6. Basic & VDA (Sr no 1) should confirm to the minimum wages fixed and will be applicable as revised from time to time by UP state Labour commissioner . Any changes in minimum wages notified by State labour Commissioner from time to time shall be paid by bank. The PSA shall necessarily claim the arrear, if any by submitting the arrears bill separately immediately or within one month along with the bills of subsequent month along with the copy of notification of state labour commissioner.

Stamp of Company/ firm

Authorised Signatory
Designation:
Name :



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Annexure- IV

(On Rs 100/- non judicial stamp paper)

Affidavit of Undertaking

I/We _____ s/o _____ Director/prop of M/s

_____ having its Registered Office at _____

(herein after referred as (Bidder) hereby affirm/s on oath, that:

I/We/our PSA shall be wholly and solely responsible for full compliance of all labour laws, compliance with all statutory provisions/ stipulation of state.

I/we/ our PSA will assume liability and will undertake to indemnify the bank against any loss, penalty or any other liability incurred due to violation of provisions of the enactments mentioned above.

If at any time after empanelment it is found that I/We/our PSA have violated any labour and statutory provisions, laws or Acts mentioned above, I/we/our PSA will have no objection if bank depanels and blacklists me/us/our PSA and imposes any other penalty suitable for any loss caused due to such act.

Date:

Signature with seal of Deponent

Place:



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ANNEXURE 'V'

(On the letter head of the firm/company)

Letter of Undertaking

I/We _____ s/o _____ Director/prop of M/s
_____ having its Registered Office at _____ (herein

after referred as (Bidder) hereby undertake the following, that:

- No criminal cases/charges are pending with the police/court against the Proprietor/Firm/Partner or Directors/Partners of our firm/ Company.
- It shall be ensured by me/us that no criminal case is pending with the police/court against the proposed staff/ guards who will be deputed for service in the Branches / ATMs / Office etc of the bank
- I/We/our's PSA have not been blacklisted by any entity (Govt/PSU/PSB or any other organization) during last five years.
- I/ We will be undertaking to provide trouble free & uninterrupted services at agreed Terms & conditions.
- The license awarded to me/us under Private Security Agencies Act 2005 is still valid and has not been suspended/ cancelled/revoked by the controlling authority or any other Government authority.

Place:

(Authorized Signatory)

Date:

Signature

Official Seal of Applicant:

Name

Designation Address



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ANNEXURE 'VI'

PERFORMA FOR INTEGRITY PACT

**The General Manager
Prathama UP Gramin Bank
Head Office, Ramganga Vihar
Phase II, Moradabad
Moradabad-244001**

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that Prathama UP Gramin Bank is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Prathama UP Gramin Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender /bid, Prathama UP Gramin Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and /bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Prathama UP Gramin Bank.



INTEGRITY PACT

Prathama UP Gramin Bank, established under the Regional Rural Banks Act 1976 (21 of 1976) and having its Head Office at Ramganga Vihar Phase II, Moradabad 244001, hereinafter referred to as "The Principal", which expressions shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ Here in after referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section 2- Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or



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credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other financial Rules/Guidelines etc.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1). The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor (IEM)



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Shri Pramod kumar Sangewar ,email ID: Email: sanewarer@gmail.com (Mob no-09573306709)

and Lt Gen.Raman Dhawan email ID: romidhawan4@yahoo.com, (Mob no- 8894700170) for

this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Prathama UP Gramin Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Prathama UP Gramin Bank and recues himself/herself from that case.
- (5) The Principal 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 Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal 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. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Prathama UP Gramin Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Prathama UP Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Prathama UP



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Gramin Bank 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.

(9) The word '**Monitor**' would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged as determined by Chairman, Prathama UP Gramin Bank.

Section 10- Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
2. 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 law in force relating to any civil or criminal proceedings.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
7. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place..... Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



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Annexure VII

Rating Chart

S.no	Evaluation being done for	Maximum points	Points awarded	Tick marks (✓) the option mentioned in bracket for evaluation purpose	Proof of details (Should be provided with page no on RFP documents)	Remarks Please write details
1	Financial Turnover (Submitted/ Not submitted) Top most shall be allotted 20 marks and rest in that percentile i.e first four will be given 20,19,18 &17 points and remainder as 16.90,16.80 and so on)	20				
2	Total number of guards (1000 & above guards/ 750-Less than 1000/500-749 guards/300-500 guards/ Less than 300 guards)	20		a)1000 & above b)750 –Less than 1000 c)500-749 300-500 d)Less than 300		
3	Customer /client base (PSBs and PSUs to be preferred) 5 and above Financial PSU/PSB/ 3 to 4 Financial PSU/PSB/Less than 3 Financial PSU/PSB / Non-financial PSU/PSB/Govt Office/Private)	20		a)5 and above Financial PSU/PSB b) 3 to 4 financial PSU/PSB c)Less than 3 financial PSU/PSB d)Non-financial PSU/PSB/Govt Office e)Private		
4	Service network (Total branch offices of PSA) Branch Office-Three or more than locations outside Head office/ Branch office less than 03 locations/ No branch Office Outside head office	20		a)Branch Office 3 or more than location outside Head office b) Branch office less than 3 location c)No Branch office outside Head office		
5	Experience in the field (More than 5 years/4-5 years/03 years)	20		a)More than 5 Years b)4 to 5 Years c)3 Years		
	Total	100				



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Rating Chart

Annexure VII

Above Average 80-100	Average 60-79	Satisfactory 40-59	Poor Less than 40
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Guide lines for filling up the rating chart by Private security Agency (PSA) before submission the bid as under:

- Financial Turnover (Submitted/ Not submitted)**
Top most shall be allotted 20 marks and rest in that percentile i.e. first four will be given 20,19,18&17 points and remainder as 16.90,16.80 and so on)- Write Financial turnover of your agency.
- Total number of guards**
(1000 & above guards/750 -less than 1000/500-749 guards/300-500 guards/ Less than 300 guards)-
Tick marks any option as per your applicability.
- Customer /client base**
(PSBs and PSUs to be preferred)
(3-5 or more Financial PSU/PSB/ Non-financial PSU/PSB/Govt Office/Private)- Tick marks any option as per your applicability.
- Service network (Total branch offices of PSA)**
Branch Office-(Three or more than locations outside Head office/ Branch office less than 03 locations/ No branch Office Outside head office : Tick marks any option as per your applicability.
- Experience in the field**
(More than 5 years/4-5 years/03 years Tick marks any option as per your applicability.



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Annexure VII

Rating Chart

Guide lines for filling up the rating chart by Committee members of bank for evaluation of grading:

1. **Financial Turnover (Submitted/ Not submitted)**

Top most shall be allotted 20 marks and rest in that percentile i.e. first four will be given 20,19,18&17 points and remainder as 16.90,16.80 and so on)- Write Financial turnover of your agency.

2. **Total number of guards**

(1000 & above guards/750 –less than 1000/500-749 guards/300-500 guards/ Less than 300 guards)- Tick marks any option as per applicability.

Points will be awarded as follows:

Total No of guards	Points awarded	Remarks
1000 & above	20	
750 –Less than 1000	16	
500-749	14	
300-500	12	
Less than 300	10	

3. **Customer /client base**

(PSBs and PSUs to be preferred)

(3-5 or more Financial PSU/PSB/ Non-financial PSU/PSB/Govt Office/Private)- Tick marks any option as per applicability.

Points will be awarded as follows:

Customer/Client base	Points awarded	Remarks
5 and above Financial PSU/PSB	20	
3 to 4 financial PSU/PSB	16	
Less than 3 financial PSU/PSB	12	
Non-financial PSU/PSB/Govt Office	10	
Private	8	

4. **Service network (Total branch offices of PSA)**

Branch Office-(Three or more than locations outside Head office/ Branch office less than 03 locations/ No branch Office Outside head office)- Tick marks any option as per applicability.



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Points will be awarded as follows:

Service Network	Points awarded	Remarks
Branch Office 3 or more than location outside Head office	20	
Branch office less than 3 location	16	
No Branch office outside Head office	10	

- 5 **Experience in the field**
(More than 5 years/4-5 years/03 years)- Tick marks any option as per applicability.

Points will be awarded as follows:

Experience in the field	Points awarded	Remarks
More than 5 Years	20	
4 to 5 Years	16	
3 Years	12	