

57

AGREEMENT

This agreement is drawn on this 2017 between (name & address of the Agency) hereinafter referred to as Agency and M/s BIHAR STATE CO-OPERATIVE BANK Ltd., Ashok Rajpath, Patna-04 hereinafter referred to as "BANK".

1. VALIDITY OF THE AGREEMENT :

This agreement will come in to force w.e.f. 2017 for deployment of Ex. Serviceman as Guard on the following terms and conditions:

Scope of Work:

The Security Personnel provided by Agency shall ensure protection of the Personnels & Property of BIHAR STATE CO-OPERATIVE BANK Ltd. Agency will provide security personnel as per conditions mentioned below:

Eligibility for Security Guards

- a. The Ex. Serviceman should possess minimum educational qualification of Matriculation/SSC.
- b. The Ex. Serviceman Guard must have licensed Gun in his own name.
- c. He must not be more than 50 years of age.
- d. He should be physically fit, a certificate to this effect be obtained from civil surgeon of the district.
- e. He should be conversant with the duties of armed security guard.

Duties & Responsibilities of Security Guard

- a. The Armed security guards will have to ensure the flow of visitors and prevent the unauthorized entry in the office/Branch premises of the Bank.
- b. They will exercise strict vigilance for protecting the property and assets of the Bank from damage, loss, destruction and theft.
- c. The Armed Security Guard on duty shall not leave the premises until his reliever reports for duty.

1. General Terms & Conditions:

- i. All Armed Security Guard posted with bank must carry a photo identity card issued by the Agency.
- ii. The agency will ensure effectively that its staff will not at any time divulge/ make known any trust information or other matter relating to the affairs of BANK.

- 56
- iii. The security personnel of the security agency/ company must be fully equipped with proper uniform including winter and rainy season's kit.
 - iv. The agency should ensure proper rotation and weekly off to all the guards.
 - v. In case of absence of any guard, the agency should make suitable arrangements for substitute.
 - vi. All liabilities arising out of any accident or death of the personnel employed while on duty shall be borne by the Agency.
 - vii. The agency will ensure that all its personnel are physically fit and mentally alert.
 - viii. The agency will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding.
 - ix. The agency will provide additional manpower of any number within reasonable time but not exceeding one week if so required on the written requisition of BIHAR STATE CO-OPERATIVE BANK LTD. at the approved rates and terms and conditions.
 - x. Guard will be carrying D.B.B.L. Gun duly loaded with live cartridges during the working hours at Branch.
 - xi. The Armed Guard must be carrying minimum 15 (Fifteen) live lethal cartridges on his body during working hours.
 - xii. Gun must be kept in excellent working condition at all times.
 - xiii. The security agency will execute the jobs undertaken by it directly and with its own resource and will not give out any part of assignment as sub-contract.
 - xiv. BIHAR STATE CO-OPERATIVE BANK LTD., Patna has the right to increase or decrease the manpower of any site or to add or delete any site after giving one month notice in writing.
 - xv. Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/ fines.

2. Special Terms & Conditions:

- i. The rates will be for a period of ----- months from the date of commencements of the contract. However, in the event of revision of Service Tax by the appropriate Government, the Service Tax so revised will become payable from the date it is revised during operation of the contract.
- ii. The guards should be provided for 8 hours, in shift per day. The agency should ensure proper rotation and weekly off to all the guards.
- iii. The controlling officer of the employees will be an official of BIHAR STATE CO-OPERATIVE BANK LTD., as indicated in the work order.

