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Government of Uttarakhand

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Unique Doc. Reference	:	SUBIN-UKUK1211804434669423302 52T
Purchased by	:	PREMIER VIGILANCE AND SECURITY PVT LTD
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PREMIER VIGILANCE AND SECURITY PVT LTD
Second Party	:	ICICI BANK LTD
Stamp Duty Paid By	:	PREMIER VIGILANCE AND SECURITY PVT LTD
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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स्टाम्प विक्रेता 195/2001

----------Please write or type below this line----------

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ICICI Bank Limited * Uttarakhand

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT is made on the April 01st, 2021 between the Service Provider, i.e. the persons named in Schedule I hereto, of the One Part

And

ICICI BANK LIMITED, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara - 390 007 and its corporate office at ICICI Bank Towers, Bandra- Kurla Complex, Bandra, Mumbai 400 051 ("ICICI Bank/Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Part.

(The Service Provider and ICICI Bank are hereinafter collectively referred to as the "*Parties*" and individually as the "*Party*").

WHERE AS:

A. ICICI Bank is desirous of appointing the Service Provider for the purpose of providing the Services, for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf.

B. The Service Provider has represented to ICICI Bank that the Service Provider has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services, and also has trained and experienced persons having requisite skills, knowledge, experience and expertise to perform the functions in terms of this Agreement and the Service Provider has agreed to perform the Services.

C. Relying on the above and at the request of the Service Provider, ICICI Bank has chosen the Service Provider for carrying out the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1.1 In this Agreement and the Standard Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings

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viz.:

"*Services*" means the services agreed from time to time provided / to be provided by the Service Provider in terms of this Agreement and more particularly specified/described in one or more statements of scope of work in the form attached as Schedule II to this Agreement, which shall form integral part of this Agreement upon execution by the Parties and shall be subject to the terms and conditions hereof.

"*Standard Terms*" means the STANDARD TERMS AS APPLICABLE TO THE SERVICES PROVIDED TO ICICI BANK LIMITED BY SERVICE PROVIDER attached herewith as Schedule I. The Standard Terms shall be deemed to form part of this Agreement and shall be read as if they are specifically incorporated herein. To the extent of any inconsistency or repugnancy, the contents of this Agreement shall prevail to all intents and purposes. The Standard Terms are available on the website of ICICI Bank.

"*Agreement*" means this service provider agreement, all amendments made thereto from time to time, the Schedules hereto as also all other related transaction documents.

All capitalized terms used but not defined in the Agreement shall have the respective meanings assigned to them under the Standard Terms.

2. APPOINTMENT AND TERM

(a) ICICI Bank appoints the Service Provider (for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf) for providing / performing the Services and the Service Provider agrees to provide the Services, subject to the terms and conditions set out herein as also in the Standard Terms and for the consideration specified in this Agreement.

The Service Provider acknowledges receipt of a copy of the Standard Terms and confirms having read and understood the Standard Terms. The Service Provider shall comply with the terms of this Agreement and the other Transaction Documents.

(b) This Agreement shall become effective from April 01, 2021 ("*the Effective Date*") and be in force for a period of 1 (one) year, i.e. till March 31, 2022 or the completion of the services to be performed by the Service Provider as per the scope of work whichever is later, unless terminated earlier in accordance with the provisions of Section 13 of the Standard Terms. Notwithstanding anything contained hereinabove the Parties may mutually extend the term of this Agreement which shall be recorded in writing between the Parties.

3. PAYMENT

a. The Service Provider will, unless disputed by ICICI Bank, be paid charges specified in Schedule I hereto for the Services. The aforesaid charges may be, during the subsistence of this Agreement, revised by ICICI Bank at its discretion; the changes will be intimated to the Service Provider in writing by ICICI Bank. Such charges will be net of any amounts payable to ICICI Bank by the Service Provider against defaults or deficiencies in meeting service levels, or otherwise. Unless otherwise specified in Schedule I hereto, the charges stated above are inclusive of all other costs, expenses, taxes as may become due and payable in relation to the Services.

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ICICI Bank Limited * Chakrata Road, Dehradun *

b. All payments to the Service Provider under this Agreement shall be subject to the exchange control / Central Bank regulations of the relevant jurisdiction and wherever such approvals are required. ICICI Bank will make payment under this Agreement only after the requisite approvals have been obtained by the Service Provider to the satisfaction of ICICI Bank and produced copies thereof to ICICI Bank.

c. All such costs which are required to be incurred by the Service Provider in relation to the Services and which have been agreed to be borne by ICICI Bank shall be incurred with approval of ICICI Bank and the Service Provider shall furnish to ICICI Bank all necessary receipts and other documents evidencing the incurrence of such costs, in a form and manner satisfactory to ICICI Bank.

d. In the event it is found that extra payments have been made by ICICI Bank on account of any discrepancies in the bills raised by the Service Provider or over charging or otherwise, the Service Provider shall promptly reimburse to ICICI Bank all extra amounts which have been paid by ICICI Bank.

4. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

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Chakrata Road, Dehradun

SCHEDULE I

The Standard Terms - running from page no. 1 to page no. 12

SCHEDULE II

1a. [1]Name and other details of the Service Provider:

Name of the individual / company / partnership firm / proprietary concern / HUF / society / trust	Premier Vigilance & Security Private Limited
Names of all partners / Karta and all adult coparceners / members / proprietor(ess)	Mr. Ranajit Aditya Chaudhuri Mr. Pinakpani Aditya Chaudhuri Mr. Sandip Aditya Chaudhuri
Name(s) of the authorised signatory(ies)	Mr. Tushar Kanti Samaddar
Registered / Head / Principal office address	4B, Orient Row, Kolkata - 700017 West Bengal
Address where notice is to be sent to	4B, Orient Row, Kolkata - 700017 West Bengal
Fax No/s.	033-4000-2604
E-mail id	/ admin@pvspl.net
Phone No/s.	033 4038705 / 033 4038731
Attn: Mr./Ms.	Mr. Amitava Mukherjee

1b. Correspondence address of ICICI Bank :

Address where notice is to be sent to	ICICI Bank Limited. ICICI Bank Limited. Chakrata Rd 43 Tagore, villa Dehradun. -248001 Sol id-1593.
Fax No/s.	
Attn: Mr./Ms.	Branch Manager

2. Services:

SERVICES TO BE PERFORMED BY THE SERVICE PROVIDER

1. The Service Provider shall ensure and render the service as described herein.
   a. The Service Provider shall provide as requested by the Bank, armed personnel/Unarmed Guards for a shift, each shift of 8 hours, for each day (including

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night wherever directed), 365 days (366 days in case of leap year) - including holidays - at the specified location at the agreed price as described below hereto or as required by the Bank.

b. The Service Provider agrees and undertakes to appoint uniformed and trained personnel at all times for all the duty hours during the term of this agreement.

c. The Service Provider shall maintain and assure Certain Quality Assurance Standards (QAS) and turnaround times (TAT) as may be specified by the Bank. The Service Provider will have to strictly comply with the QAS and TAT, failing which the Service Provider shall be liable to pay penalties which shall be imposed by the bank, within 7 days of the Bank informing the Service Provider of any deficiency or neglect in maintaining QAS and TAT without any protest and demur thereto. QAS, TAT and penalties are more particularly mentioned below.

d. Under terms of their employment agreement with the Service Provider, the security staff shall not do any professional or other work for rewards or otherwise either directly or indirectly except for and on behalf of the Service Provider.

e. The Bank has, without prejudice to other rights, a discretion to deduct proportionate service charges agreed to be paid here under in case the Service Provider fails to provide services as agreed on particular day or part thereof (night inclusive).

f. The Service Provider shall keep the Bank informed about the local incidents which may affect the functioning of the Bank's Offices immediately and not later than Two hours.

g. The Service Provider shall ensure that if any notice issued by any statutory/governmental/judicial body is served upon any site or is pasted on the site then they shall immediately intimate the Bank.

h. The Service Provider shall ensure that notice issued by any statutory/governmental/judicial body when served upon and queries relating to their employees will be closed within TAT as may be specified by the Bank.

i. It will be the responsibility of the Service Provider to draw attention of the Bank for any excess payment being made to the Service Provider. On account of discrepancy of excess payment observed, the same to be shall be recovered from the billing of the Service Provider.

j. The Service Provider shall pay the wages of the preceding month within 07 calendar days of the next month.

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k. All returns and/or fillings shall be filed by the Service Provider with the appropriate authority within the scheduled time as per the law and same shall to be produced before the Bank/ authorized agency appointed by the Bank upon request. In case of any loss, tangible or intangible incurred by the Bank, tangible or intangible in relation of returns and/or filling the same shall be recovered from the Service Provider by adjusting the same against the monthly payment to be paid by the Bank to the Service Provider or in any other manner the Bank may deem proper.

l. The Service Provider shall indemnify the Bank, in case of any tangible or intangible losses suffered by the Bank or if the normal functioning of Bank is hampered due to any trade union activities involving or alleged involvement of the personnel deployed by the Service Provider.

m. Unauthorized / illegal use of Bank's assets by personnel deployed by the Service Provider shall be curtailed and shall be intimated to the Bank. In case of any loss, tangible or intangible, incurred by the Bank, the same shall be recovered from the Service Provider by adjusting the same against the monthly payment to be paid by the Bank to the Service Provider or in any other manner the Bank may deem proper.

n. The Bank reserves the right to appoint auditor for auditing accounts of billing done with the Bank and for returns and filings done as per the statutory provisions. The Service Provider shall extend co-operation in relation to production of relevant documents for audit within time specified by the Bank or appointed auditor on behalf of the Bank. Noncompliance of this clause shall lead to penalty which may include termination of this Agreement, at the sole discretion of the Bank.

o. At the time of deployment of the personnel with the Bank, the Service Provider shall submit the police verification certificate of the personnel or an undertaking by the Service Provider regarding the police verification certificate in a manner satisfactory to the Bank. Non-compliance of this clause shall lead to penalty.

p. Deployment & Indemnity Letter in the format prescribed by the Bank and duly signed by the authorized manager of the Service Provider shall be submitted at the concerned site at the time personnel are deployed or redeployed.

q. Service provider shall update respective zonal security control room of the Bank regarding new deployment in WIP (work in progress) sites and in change of the individual along with contact details on occurrence basis through e mail.

r. The Service Provider shall ensure that the personnel deployed have undergone training as per the Private Security Agencies (Regulation) Act, 2005.

s. The Service Provider shall ensure that, in case the Services are provided in areas where The Maharashtra Private Security Guards (Regulation of Employment & Welfare) Act, 1981 is applicable, all formalities related to obtaining of exemption for each security guard from the Ministry of Labour & Energy, shall be completed prior to deployment of the person at the Bank's offices and any other requirement required under the Maharashtra Private Security Guards (Regulation of Employment & Welfare) Act, 1981 or the rules/schemes made thereunder and as amended from time to time shall be complied with. Non- compliance of this clause shall lead to termination of this Agreement.

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t. The armed guards deployed by the Service Provider shall hold valid arms license and it shall be the responsibility of the Service Provider to check and verify through appropriate/competent authority that the arms licenses held by the armed guards deployed at the Bank are valid An annual certificate in this regard shall be submitted as per the format annexed herewith. Non-compliance of this clause shall lead to penalty, which may include termination of this Agreement and the Service provider shall indemnify the Bank in case of any loss, tangible or intangible.

u. The Service Provider shall ensure that while deploying personnel at the Bank, preference shall be given to retired personnel of Army, Navy, Air Force or any other Armed Forces of the Union including Armed Constabularies of State and Home Guards.

v. The Service Provider shall maintain and retain records in respect of ICICI Bank for a minimum period of 10 years at their end. A destruction certificate of all destroyed records (beyond 10 years) shall also be maintained by SSP agencies at their office.

w. The Service Provider shall ensure mandatory 01 day weekly off is availed by all deployed guards and shall furnish a certificate of compliance to respective ZSSM on half yearly basis. The certificate of compliance should be issued by Proprietor (in case of Sole Proprietorship agency) / by Authorised signatory, i.e., Legal / Finance Head (in case of Pvt Ltd agency registered under company act).

x. Guards may be Insured under:
a. Pradhan Mantri Suraksha Bima Yojna
b.Pradhan Mantri Jiveen Jyoti Yojna

y. Separate sub-quote for PF to be generated for guards serving at facilities of ICICI Bank. The same should be visible in their pay slips.

z. The pay-slips should capture the UAN number and pay slips should be generated every month to the guards and handed over to them either through electronic format or hard copies.

aa. Compliance audit will be conducted by ICICI Bank from time to time as deemed fit. Necessary action not limiting to penalty but to the extent of termination of the services of the agency across ICICI Bank may be taken against non-compliant Agencies.

bb. All agencies should have a platform to provide reports to ICICI bank in a format and frequency mutually decided upon vide EFSR (Electronic Field Service Report) and a web login to be provided by the agency to all security control rooms across ICICI bank to view all reports.

cc. All agencies should have provide a certificate of completion of training reports to ICICI bank as per the requirements of PSARA ACT and amendments thereto. in a format and frequency mutually decided upon vide EFSR.

dd. All agencies should provide training to take care of confidentiality of branch banking process when deployed in ICICI bank in a format and frequency mutually decided upon vide EFSR.

2. The general responsibilities of the personnel deployed will be:

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a. He shall work under the general supervision and control of the Service Provider

b. He shall perform diligently all such lawful duties as may be assigned to him by the Service Provider

c. Carry out patrolling/surveillance of the premises. Ensure all the inventory/assets of the site are in place and in case of any issues, report immediately to the concerned Bank official.

d. Prevent use of premises by squatters, hawkers or undesirable characters

e. Prevent misuse of premises for unsociable activities.

f. Deal effectively with untoward incidents including safety incidents and accidental fire and take suitable action in case of emergency

g. Collect security information and convey the same to superior officer.

h. He shall be fully conversant with the standing instructions about his duties and responsibilities, with special reference to his area of jurisdiction, layout of the building, telephone numbers of Branch/Infra Facility Manager, Zonal Security Control Room, Fire Brigade and the Police to enable him to inform these official in case of any eventuality. He shall have with him an updated list of contact numbers of the above mentioned persons in a small diary for immediate usage.

i. He shall take charge of all the items / equipment installed outside the branch / site like diesel generator set, fascia etc ("Inventory") and shall be responsible for the safety and security of the Inventory during his shift period. Complete Inventory shall be checked by the personnel before handing over the duty at the end of his shift.

j. He shall be vigilant and alert on duty and will not leave his post until properly relieved.

k. He shall protect all assets of the premises.

(i) Outdoor AC unit and DG lock status to be checked every day while handing over/taking over of duties and report for any missing parts to the BM/ control room.

(ii) Electrical Room/UPS room to be checked and reported for Loosewires/ AC water dripping.

l. He shall be polite and courteous. He shall exercise restraint and avoid being provoked.

m. He should be thoroughly conversant with the location of fire alarm and hydrant and the place where fire extinguishers are kept and be fully conversant with the use of fire-fighting equipment to take prompt action in case of fire. He should also inform the Branch/Infra Facility Manager in case of any eventuality. He will also ensure that the Firefighting equipment is in working condition besides reporting unsafe conditions.

n. Personnel deployed must intimate the Branch/Infra Facility Manager about any Notices which are served on the ATM/Branch/Site or any Notices pasted on the ATM/Branch/Site which are so issued by any Statutory Body/Body Corporate/Judicial or Quasi-Judicial Body or any other person.

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o. He shall be fully conversant with the material movement procedure and inform the Branch/Infra Facility Manager in case of any deviation.

p. All material movement if any must be properly recorded and logged in the material in/out register. This register must be maintained regularly by the personnel posted at site.

q. He shall be in a complete uniform before joining the shift duty at site.

3. The duties of the personnel at the on-site ATM after closure of the branch shall be as follows:

a. To man the ATM diligently.

b. Manage customer queues by ensuring one customer only at a time in the ATM cabin.

c. Ensure that the ATM is cleaned regularly. .

d. Politely answer elementary queries of customers.

e. Update the log book / make entries of every incident / event in the occurrence book

f. Inform branch manager and security supervisor of concerned agency for cash replenishment.

g. Keep the Branch/Infra Facility Manager/ supervisor informed about important issues.

h. Ensure immediate escalation of any eventuality at the site to Branch/Infra Facility Manager.

i. He should be thoroughly conversant with the location of Electrical main switch, fire alarm and hydrant if any and the place where fire extinguishers are kept and be fully conversant with the use of fire-fighting equipment to take prompt action in case of fire. He should also inform the Branch/Infra Facility Manager in case of any eventuality. He will also ensure that the Firefighting equipment is in working condition besides reporting unsafe conditions inside ATM.

j. In ATM under Centralized monitoring system (CMS), the guard will communicate on the two way speaker system as required and report in case of an eventuality. He will also safeguard all the CMS equipment installed inside and outside.

4. Duties as agency is providing armed Personnel and Unarmed guard :-

a. The personnel deployed shall check points and stretches not visible from the static point, if any.

b. While at the gate he shall ensure proper access control as per instruction, to prevent unauthorized entry/exit.

c. He shall not allow anybody inside the branch with unauthorized weapons / materials like firearms, explosive etc.

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d. He shall keep a close watch inside and outside the branch and in case any anticipated / existing risk / suspicion, he shall immediately take appropriate action as warranted and also report this matter to his superiors/Branch official/Infra Facility Manager.

e. If applicable and depending on the branch where the personnel are deployed, the personnel deployed at the time of handing / taking over of duty will check all lock in premises and will record the result of checking in register. Both personnel will then sign the register.

f. He shall ensure that before / after banking hours all gates are closed during non-banking hours, he will allow entry to people only with the permission of the branch manager and on production of photo identity cards / appropriate evidence, and after proper identification.

g. The guards will familiarize himself to communicate on the two way speaker system as required and report in case of an eventuality. He will also safeguard all the CMS equipment installed inside and outside.

h. In case of security alarm raised he will close the gate(s) and allow entry/exit to people only with the permission of the Branch Manager/Branch Senior official.

5. Duties of Armed guards

The armed guards deployed by the Service Provider shall ensure the following, in addition to clause 6 here above:

a. The firearm must be NPB (Non Prohibited Bore) firearm only and shall have valid license for the fire arm.

b. While on duty, the armed guard deployed must ensure that his arms and ammunition are serviceable condition. He shall also ensure that all accessories, such as holsters, grips and slings are compatible with the firearm and won't interfere with its operation.

c. The muzzle must be pointing upward i.e., towards the ceiling irrespective of whether the guard is standing or sitting

d. It must be ensured that the security Service Provider maintains records of the gun license and the cartridge of their respective security armed guards.

e. The gunman should always keep the finger off the trigger and ensure that the safety lever is kept on.

f. The firearm should not be left unattended even for a second.

g. While on duty, guard must have minimum six cartridges on person

h. Cartridges are valid / effective for two years from the date of purchase. Armed Guards must have only valid cartridges at all the time of deployment at site. The same to be endorsed in the Arms license.

i. Armed Guard shall undergo firing practice at firing range once in a year. He shall be thoroughly conversant with the security standing orders, shooting orders and other

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orders issued from time to time on matter covering security duties of the branch. Training should be conducted regularly to the guards as per Private Securities Agencies Regulation Act 2005 (Certificate copy from agencies to be held along with the license copy in the Branch.) A letter confirming the practice given on firing must be submitted to the respective branch by the Service Provider annually by December of each year of contractual period of this agreement.

j. While on duty, Armed Guard is to keep the Gun UNLOADED in order to avoid accidental firing, unless there are any specific instruction passed by the Zonal Security Manager only who is authorized by ICICI Bank. Negligent discharge of weapon by the guard at the site will lead to termination of the services of the Service Provider at relevant site and a fine of Rs. 5,00,000/- (Rupees five lakhs) or the service charges will be recovered from the agency, whichever is lesser, without prejudice to other legal actions.

k. Firearm of the armed guard must have fitness certificate from a licensed Gun Dealer, the same is required to be taken on a yearly basis or immediately after firing practice whichever is applicable first. A copy of the same certificate has to be given to the respective Branch Manager.

l. Armed guards shall carry the fire arms license in original while on duty.

m. Armed guards will not keep their weapon in branch premises post duty hours.

6. Quality assurance standard, turn Around Time and Penalties

The Service Provider will communicate deployment order of the personnel to be deployed either by official mail or communication on Letter Head of the agency to the concerned branch manager / location in-charge.

a) The service Provider will submit copy of the arms license of the armed guard deployed at the branch with the jurisdictional Police station of the respective site.

b) In case of termination of agreement by either party, Service Provider will ensure that the personnel deployed by the Service Provider will vacate the site as per the date and time agreed by both the parties.

c) The Service Provider will provide two attendants in lieu of one gunman at no extra cost to the bank in case agency is not able to provide gunman for what so ever reason for a maximum number of 7 days, post which the agency is liable to be penalized.

d) The Service Provider will ensure that the personnel deployed at the branches with On Site ATM will be responsible for safety and security of branch as well as On Site ATM. The position of ATM Guard post closure of branch will be at the onsite ATM and will have to intermittently take rounds of the branch premises from time to time randomly.

e) Conduct verification of all personnel inclusive of police verification, copy of which shall be held in records in the branch along with the license copy).

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f) Service Provider shall maintain verification report and photograph of all the personnel deputed on bank duty. Records shall be made available to the Bank as and when required.

g) Ensure that all personnel deployed are duly briefed about their role on duty, before Deployment at the site, with minimum of training as directed under Private security agencies Regulation Act 2005. Details of the training shall be made available to the Bank as and when required.

h) Ensure that no staff has worked for more than one shift on a day

i) Make monthly roaster (with shifts and personnel)

j) Follow a system which facilitate inter site rotation of personnel once in 12 months.

k) Relay message/information/important guideline or orders to the personnel same day (if communicated to security agency at 1100) else within 24 hours.

l) Have a supervision system in place. The supervisor must also undertake night inspection of sites. Each site to be checked at least three times a week for the Night shift.

7. **Counter absenteeism**

a. Agency shall ensure that the personnel shall have mandatory weekly Offs.

b. Ensure that supervisor sign the occurrence log every time he visits the site for inspection. A log book to be maintained at site.

c. Take immediate action (including lodging of police complaint if necessary) against the erring personnel.

d. Prepare and dispatch incident / activity / attendance report within three hours via. Fax and email (TAT) to the Channel Supervisor.

e. See that personnel deployed report to duty in proper uniform complete with shoes, smart and shaved (with exceptions as per religious terms).

f. Agency to provide all necessary items for carrying out duty like torch, baton and register book for log entries

g. Maintain old log books (used) book (not centrally) but locally, systematically and retrieve information as may be required by ICICI Bank Ltd.

h. All agencies should provide a certificate of completion of training reports to ICICI bank asper the requirements of PSARA ACT and amendments thereto, in a format and frequency mutually decided upon vide EFSR

i. All agencies should provide training to take care of confidentiality of cash transaction and banking process when deployed in ICICI bank in a format and frequency mutually decided upon vide EFSR.

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8. Do's and Don'ts

No	Do	Don't
1	The personnel deployed will remain outside the branch main gate and maintain an alert posture.	The personnel will not enter inside the ATM when the customer is transacting (the personnel will not be looking towards customer especially when the customer is keying in his PIN
2	The personnel deployed will be presentable at all times during his duty hours. * He will be clean shaven(as applicable on religious terms) * He will be wearing proper uniform as prescribed by Agency and agreed by the bank. * He will have standard baton, good quality torch and whistle, during the duty hours. * His shirt must be tucked in neatly and buttoned (except the collar button)	The personnel will not change into or out of their uniform inside the ATM or anywhere close to it.
3	The personnel must be alert especially when he sees a customer approaching the ATM / Branch	The personnel will not read newspaper or any other reading material, not listen to music while on duty
4	The personnel should. * Greet incoming customer * Thank the customer for transacting with bank	The personnel will not * Chew tobacco / pan or smoke cigarettes while on duty * Slouch * Argue with customer
5	The personnel will maintain requisite log book other and other registers	The personnel will not accept any article from anybody unless he is given prior information by the competent authority
6	The personnel will be well versed with the instruction/s supplied to them by the bank	The personnel will not keep any personal or cleaning article in a manner visible to the customers
7	The personnel will provide daily reports to the concerned authorities	The personnel will not allow anybody to take anything from the ATM / Branch unless informed in writing by Bank official about it.
8	The personnel will keep informed the authorities/official of the bank and the agency about any minor/major incident occurring in the site.	The personnel will not leave the site until relieved by other personnel by the Service Provider.
9	The personnel will switch on / off the fascia and other lights as applicable or directed by the Bank officials.	
10	The personnel will supervise maintenance jobs and record the same in the occurrence log.	The personnel will not reveal the site telephone numbers to anybody except on special requirement to the official of the

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Incharge U.P. Pradesh and U

ICICI Bank Limited

		Cash Replenishment agency, Security agency, Housekeeping agency and maintenance agency.
11	The personnel will request housekeeping personnel, Cash Replenishment agency personnel etc. to wait if a customer is transacting.	The personnel will not allow anybody to enter the ATM site while EOD and Cash Replenishment is in process.
12	Personnel must politely insist on an ICICI photo ID card / letter of authority to anybody who asks anything unusual.	Personnel will not entertain anybody if he/she does not produce a valid ICICI photo ID card / letter of authority.
13	Personnel will allow only one customer inside the ATM enclosure for transacting.	Personnel will not accept anything meant to be dropped in the collector, from the customer.
14	Personnel will inform the customer about the Call center no. (if any)	Personnel must abstain from answering queries related to customer account.
15.	Personnel shall get one fire extinguisher issued from the branch / site where the onsite ATM FE is not available and will ensure same is available at duty post when the branch / site is closed.	The same shall be used in case of emergency.
16.	Personnel posted at the site will not hang their clothes / uniform in the ATM UPS room or anywhere else at the site	Service provider to provide metal box with dimension 3ftX2ftX1ft (LXBXH) in case any personnel has to store his personal belongings while on duty.

9. Turnaround Time

NO	For	TAT
1	incident Report	Within 3 hrs. From the event that has taken place.
2	Disciplinary action for erring personnel. * Replacement	* Within 4 hrs of receiving intimation. * Immediately.
3	Absenteeism	3 hrs for sending a standby personnel.
4	Important Communication from Bank's officials for smooth functioning of the site to be communicated through internal channels by the Service Provider.	Same day if communicated by 1100 hrs, else on the next day.
5	Closure of queries raised by Labour department/law enforcement department.	5 working days.

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ICICI Bank Limited * Thakurdwara Branch

10. Penalties without prejudice to other rights of the Bank and the legal actions contemplated against the Service Provider under applicable laws, and Bank reserves the right to impose penalty as per the severity for the case / incident not enumerated below.

All penalties as mentioned are applicable to service provider only since it is result of failure of service provider's supervision.

No	For	Penalty (Maximum limit to be recovered at the discretion of the bank from case to case basis)
1	Critical Incident report	Rs. 2000/- for every 2 hours delay in reporting.
2	Replacing a guard (Disciplinary action)	TAT + delay < 4 hrs ; Rs 1000/- TAT + delay > 4 hrs: Rs 1000/- and withdrawal of site.
3	Unshaven personnel / improper uniform / guard found on duty without standard baton, good quality torch or whistle	Rs. 500 /-for every instance
4	Not maintaining properly as per standard records, log book, registers at site. Manipulation of records, attendance, log book.	Rs. 1000/- for1st instance, withdrawal of site thereafter.
5	Absenteeism for more than ½ hour from the post	Rs. 5000/ - for absenteeism
6	Only four double duties are permissible provided same is communicated to branch / site in charge and the concerned security control room of the bank".	Rs. 1000/- as penalty.
7	Guard committing fraud and fraud committed by others due to negligence of the guard	Reimbursement from the agency of the loss and or termination of site
8	Agency not paying the wages of the preceding month within 07 calendar days of the current month.	Penalty of Rs 10,000/- per instance will be levied and recurrence shall be dealt with termination of the services.
9	Guard found sleeping / dozing	Rs. 5000/-
10	Guard found sleeping / dozing for every repetition	Termination of services of agency at the site.
11	Any other inappropriate / uncalled for behavior	As the case may be including discontinuation of services
12	Wrong bill with malafide intention	Deduction of complete monthly bill and other legal actions as may be contemplated.
13	Reputation Risk	Act on part of a particular person or an agency causes substantial Reputation Risk to the Bank, then it shall be a ground for termination of the site(s).
14	Noncompliance in filings returns as per the statutory provisions.	Penalty of Rs 10,000/- per instance will be levied and recurrence shall be dealt with termination of the services.
15	Non submission of the police verification certificate of the personnel/undertaking	Penalty of Rs 1000/- per instance will be levied and recurrence shall be dealt with

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

Punjab National Bank Limited
Chakrata Branch Dehradun

	by the Service Provider at the time of deployment of the personnel.	termination of the services.
16	Noncompliance of a. verification of arms license of the personnel or b. submission of annual certificate regarding the arms license of the personnel	Penalty of Rs 5000 per instance.
17	Noncompliance of the statutory acts including not paying wages to the personal as per min wages.	Rs. 5000/- for1st instance, withdrawal of site thereafter
18	Deploying personnel without written communication to zonal security control room of bank on mail	Penalty of Rs 1000/- per instance will be levied and recurrence shall be dealt with termination of the services.
19.	Non-compliance in regards to weekly off	Rs 1500.00 per site
20.	Guards personal belongings including clothes found hanging in the UPS room / site	Rs. 500 / for every instance

II LOCATION OF WORK: **ICICI Bank Limited.** Chakrata Rd 43 Tagore villa Dehradun. -248001 Sol id-1593.

III TERMS OF PAYMENT:

The agency will provide the security staff deployment services at the following terms and conditions:

1. Rate for Security Provider personnel -/facility attendant/

a. This shall be governed by the Bank's policy from time to time taking into consideration of the prevailing Central wages act /Minimum Wages as applicable and as notified from time to time by the Central/respective State Governments and the same shall be applicable where the relevant sites are located.

From time to time there may be change in minimum wages prescribed by the State Governments. It is the responsibility of the Service Provider to intimate this revision in minimum wages to the bank so that the same can be incorporated in the service charges paid to the Service Provider. The bank shall not be held responsible should the Service Provider fail to inform the bank of such revision in minimum wages. Wage sheet including agreed service charges will be shared by Bank from time to time.

2. Rate for an Armed Guard:

a. This shall be governed by the rates as decided by the Bank from time to time taking into consideration of the prevailing Central Wages/Minimum Wage rate as applicable

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ICICI Bank Limited Chakrata Road, Dehradun

and as notified from time to time by the Central/respective State Governments and the same shall be applicable where the relevant sites are located.

From time to time there may be change in minimum wages prescribed by the State Governments. It is the responsibility of the Service Provider to intimate this revision in minimum wages to the bank so that the same can be incorporated in the service charges paid to the Service Provider. The bank shall not be held responsible should the Service Provider fail to inform the bank of such revision in minimum wages

3. Payment Process

a. The Bank will pay the Service Provider by e-transfer the amount of invoice raised less any penalties, if any, payable by the Service Provider to the Bank.

b. The Bank agrees hereunto that the bills for a period which is prior to three English calendar months preceding the current billing month shall not be entertained.

4. Billing Punctuality

a. The Bank should receive all invoices within 14 days of every succeeding month end for services provided during the previous month.

b. The Bank will not entertain late invoices or invoices for services provided in earlier months.

c. All arrears to be claimed within 90 days. All statutory documents must be kept ready for inspection

d. Digitization of ESIC, PF, and PT challan must be done. A record of the same to be kept. The facility Service Provider will keep ready and reproduce these digitized copies.

EXCLUSIVITY

The Service Provider shall provide services on an exclusive basis to ICICI Bank and shall not during the term of this Agreement, enter into any arrangement with any third party for providing the similar services as contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in the manner hereinafter appearing.

SIGNED AND DELIVERED by Premier Vigilance & Security Pvt. Ltd. by the hand of Mr. Tushar Kanti Samaddar who has been authorized pursuant to the resolutions passed by the Board of Directors at its meeting held on the 16th August, 2019 at 10:00AM

AND

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ICICI Bank Limited
Chakala Road

Signed and Delivered by ICICI BANK LIMITED by the hand of , Branch Head, its authorized official in the presence of

1. Service Provider witness
   Ram Abhilakh Yadav

2. Bank's Witness

This agreement consists of total 19 pages including annexures.

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ANNEXURE 1

Annual Certificate

To,
The Branch Manager, ICICI Bank Limited. Chakrata Rd 43 Tagore,
villa Dehradun. -248001 Sol id-1593.

Dear Sir,

1. With reference to Service Provider Agreement, it is submitted that all the Armed Guards as per the attached list (Appendix - 1) have undergone Annual firing practice for financial year 2020 - 2021. Serviceability of all the guns held by the personnel mentioned in Appendix-1 are certified to be fit for firing by a certified armorer.

2. It is further certified that all the Guards deployed with the Bank have undergone training under Private Security Agencies (Regulation) Act, 2005.

3. We indemnify ICICI bank for any damage caused due to accidental discharge of fire-arms or any other legal and statutory infringement in relations to the ARMS Act or any other applicable law.

s/d

Mr. Vijay Bahadur Singh
Designation Area-In-Charge, (Operations)

ICICI Bank Limited * Chakrata Road, Dehradun

Address. Premier Vigilance & Security Pvt. Ltd.
4B, Orient Row, Kolkata - 700017

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ANNEXURE 2

Deployment & Indemnity Letter

To,
The Branch Manager, ICICI Bank
ICICI Bank Limited. Chakrata Rd 43 Tagore.
villa Dehradun. -248001 Sol id-1593.

Dear Sir,

With reference to Service level Agreement 2021 - 2022.

It is submitted that Mr RAJPAL SINGH S/o SHANKAR SINGH is being is being deployed at your Branch vide PO number _____ issued by the Bank, for carrying out guarding duties with the Bank and holds a valid gun license bearing number _____ which will expire on _____.

Details of the Guard deployed

1. DOB 07-07-1981, Age as on today 39 Yrs.
2. PF number is 17402
3. ESIC number is 6110094819.
4. NOK name is _____.

Applicable in case of Gunman deployment-

We further request that as the carrying of the gun is a matter of concern keeping in mind the duty hours, we humbly request you to allow the armed guards to keep their gun without cartridges inside the branch for overnight/ till resumption of duty. The gun box will be under lock and a register shall be maintained by the agency and checked by us for ensuring that the process is being followed.

We shall indemnify the Bank from any loss of the gun due to theft, robbery or harm occurring to the gun due to natural calamity, fire, riot.

Format of the register-

S. No.	Date	Name of Gunman	Gun No.	Gun License No.	Deposit time	Withdrawal Time

Round Stamp

S/d Name of signing authority & Round Stamp
Vijay Bahadur Singh
Designation Area-In-Charge, (Operations)
Address: Premier Vigilance & Security Pvt Ltd
4B, Orient Row, Kolkata - 700017

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

ANNEXURE 2

Deployment & Indemnity Letter

o,
'he Branch Manager, ICICI Bank
ICICI Bank Limited. Chakrata Rd 43 Tagore,
villa Dehradun. -248001 Sol id-1593.

Dear Sir,

With reference to Service level Agreement 2021 - 2022.

It is submitted that Mr _____ S/o _____ is being is being deployed at your Branch vide PO number _____ issued by the Bank, for carrying out guarding duties with the Bank and holds a valid gun license bearing number _____ which will expire on _____.

Details of the Guard deployed

1. DOB _____, Age as on today _____ Yrs.
2. PF number is _____.
3. ESIC number is _____.
4. NOK name is _____.

Applicable in case of Gunman deployment-

We further request that as the carrying of the gun is a matter of concern keeping in mind the duty hours, we humbly request you to allow the armed guards to keep their gun without cartridges inside the branch for overnight/ till resumption of duty. The gun box will be under lock and a register shall be maintained by the agency and checked by us for ensuring that the process is being followed.

We shall indemnify the Bank from any loss of the gun due to theft, robbery or harm occurring to the gun due to natural calamity, fire, riot.

Format of the register-

S. No.	Date	Name of Gunman	Gun No.	Gun License No.	Deposit time	Withdrawal Time

Round Stamp

S/d Name of signing authority & Round Stamp
Vijay Bahadur Singh
Designation Area-In-Charge, (Operations)
Address: Premier Vigilance & Security Pvt Ltd
4B, Orient Row, Kolkata - 700017

For Premier Vigilance & Security Pvt. Ltd.

Authorised Signatory
Vijay Bahadur Singh
Area Incharge Uttar Pradesh and Uttarakhand

PREMIER VIGILANCE
& SECURITY PVT. LTD.
AN ISO 9001 : 2015 COMPANY
Cash in Transit, Security, Property & Cash Management Consultants

Regd. Office : 4B, Orient Row, Kolkata - 700017
Phone : +91-033-4038-9708, 9712, 9713 Fax : 033-4000-2601
Adm. Office : 109B, Park Street, Kolkata - 700017
Phone : +91-033-4070-1142 / 43 Fax : 033-4000-2601
Email : admin@pvsindia.in
CIN No. : U74920WB1985PTC038489

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PREMIER VIGILANCE & SECURITY PRIVATE LIMITED HELD ON 11th August,2020 AT THE REGISTERED OFFICE OF THE COMPANY AT 4B, ORIENT ROW, KOLKATA – 700017 AT 10.00 A.M.

DIRECTORS PRESENT

1. Mr. Ranajit Aditya Chaudhuri
2. Mr. Pinakpani Aditya Chaudhuri
3. Mr. Sandip Aditya Chaudhuri

Mr. Ranajit Aditya Chaudhuri took the Chair and presided over the meeting. Notice calling the meeting was read by the Chairman.

Authority to sign Agreements etc.

The Chairman informed in the Board Meeting that it is necessary to sign Agreements related to ICICI Bank, Uttar Pradesh and Uttarakhand for providing Security services. It is also informed by him that the Board of Directors should give sanction to sign these papers so that the Company may also renew the contract with the clients for providing security services.

The Chairman further informed that Board has decided to empower Mr. Vijay Bahadur Singh, Area In Charge, Uttar Pradesh and Uttarakhand to sign all service agreement and related documents for providing services to the client.

"Resolved that Mr. Vijay Bahadur Singh, Area In Charge, Uttar Pradesh and Uttarakhand be and is hereby authorized to sign Agreement and related documents with the client for providing services for and on behalf of the Company."

There being no other business to transact the meeting terminated with a vote of thanks to the Chair.

For and on behalf of the Board

Sandip Aditya Chaudhuri
Director

Mr. Vijay Bahadur Singh
Area-In-Charge, Uttar Pradesh

For Premier Vigilance & Security Pvt. Ltd.
Authorised Signatory
Uttar Pradesh

ICICI Bank Limited
Chakrata Road, Dehradun

Signature Attested by :

Sandip Aditya Chaudhuri
Director

CC to : HR Dept.