1286 (BOC)

RS. 100
ONE
HUNDRED RUPEES
INDIA NON JUDICIAL SESSIONE
INDIA NON JUDICIAL SESSIONE
RESERVEDOS SESSIONE
RES

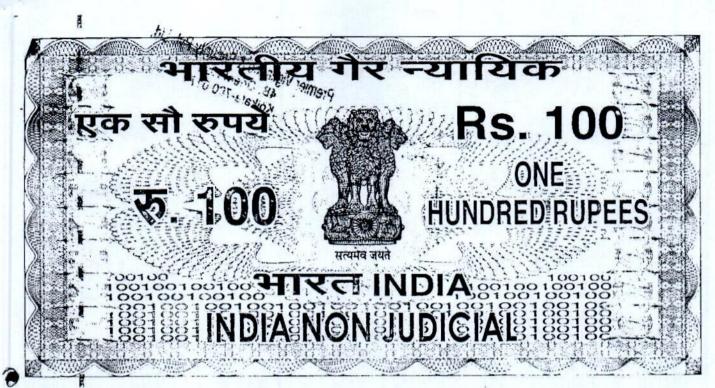
পশ্চিমবঙ্গু पश्चिम बंगाल WEST BENGAL

AE 380687





For Premier Vigilance & Security Pvt. Ltd



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AE 380689



For Premier Vigilance & Security Pvt. Ltd



পশ্চিমবংগ্র पश्चिम बंगाल WEST BENGAL

53AB 299223



For Premier Vigilance & Security Pvt. Ltd.

"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.
- 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.

CLBANK

For Premier Vigilance & Security Pvt. Ltd.

### SCHEDULE I

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

#### SCHEDULE II

### 1a. 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	crm@pvspl.net / 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 Ltd, Taratala Road P-43, Besides BOC PS- Taratola Kolkata 700088 (Sol id 1286)
Fax No/s.	The second secon
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 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.

For Premier Vigilance & Security Pvt. Ltd.



- 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.
- I. 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.
- 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-

6

For Premier Vigilance & Security Pvt. Ltd.



- 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.
- 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.
- 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.

For Premier Vigilance & Security Pvt. Ltd

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

- 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 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.
- 1. 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

For Premier Vigilance & Security Pvt Ltd

Sr. Vice President

10

- 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
- 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.

For Premier Vigilance & Security Pvt. Ltd



12	photo ID card / letter of authority to anybody who asks anything unusual.	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

	b. submission of annual certificate regarding the arms license of the personnel	
17	Noncompliance of the statutory acts including not paying wages to the personal as per min wages.	
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 Ltd, Taratala Road P-43, Besides BOC PS-Taratola Kolkata 700088 (Sol id 1286)

#### 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 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.

16

Security Pvt. Ltd

#### ANNEXURE 1

### Annual Certificate

To,
The Branch Manager, ICICI Bank
ICICI Bank Ltd, Taratala Road P-43, Besides BOC PS-Taratola Kolkata 700088 (Sol id 1286)

Dear Sir,

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

Designation Senior Vice President (Human Resource)

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



Fremier Vigilance & Security Pvt. Ltd



### PREMIER VIGILANCE & SECURITY PVT. LTD.

AN ISO 9001: 2015 COMPANY

Investigation, Security, Property & Cash Management Experts

Adm. Office: 11. B. P. Street, K. B. St. Phone: +91-033-4070 1142 43 Fax 033-4

E-mail: admin@pvsindia in

CIN No.: U74920WB1985PTC038489

"Resolved Further That Mr. Tushar Kanti Samaddar-Senior Vice President (Human Resource), Mr. Rajatava Bagchi- Senior Vice President (Operations & Training), Capt. Pranjal Das (General Manager-Operation) be and is hereby severally authorized to sign Agreements, Contracts, Work Orders, Tenders and other documents with its clients 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.

Certified True Extract For and on behalf of the Board

Ranajit Aditya Chaudhuri Director

Pinakpani Aditya Chaudhuri Director

Sandip Aditya Chaudhuri Director

Signature of Authorised Signatories:

Mr. Tushar Kanti Samaddar Senior Vice President (Human Resource)

Capt. Pranjal Das General Manager (Operations)

Mr. Rajatava Bagchi Senior Vice President (Operations & Training)

Signature Attested By:

Director

Pinakpani Aditya Chaudhuri

Director

Director

For Premier Vigilance & Security P

### ANNEXURE 2

# Deployment & Indemnity Letter

The Branch Manager, ICICI Bank	col (d 1286)
ICICI Bank Ltd, Taratala Road P-43, Besides BOC PS-Taratola Kolkata 700088 (	301 10 1200)
Dear Sir,	
With reference to Service level Agreement 2021 - 2022.	
It is submitted that Mr Abbasuddin Molla S/o Alivlia Molla	is being
Bank for carrying out guarding duties with the Bank and holds a valid guil	license bearing number
Which will expire on NA.	
Details of the Guard deployed	
1. DOB 08 01 1991, Age as on today 50 Yrs.	
2. PF number is 1683 4	
3. ESIC number is All South ( mother)	
1. DOB 68 61 1991 Age as on today 30 Yrs. 2. PF number is 16837 3. ESIC number is A115009451 4. NOK name is Khadiga Molla (Mother)	
Applicable in case of Gunman deployment-	
	a in mind the duty hours.
We further request that as the carrying of the gun is a matter of concern keepin	rtridges inside the branch
we humbly request you to allow the armed guards to keep their gun without ca	gister shall be maintained
we humbly request you to allow the armed guards to keep their garden for overnight/ till resumption of duty. The gun box will be under lock and a re	510101 011011 0 111
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
We shall indemnify the Balk from any loss of the garden	*
due to natural calamity, fire, riot.	
Demonstration of the register	
Format of the register-	posit time Withdrawal

S. No. Date Time No. Gunman AH

S/d

Round Stamp

Mr. Tushar Kanti Samaddar Designation Senior Vice President (Human Resource)
Address. Premier Vigilance & Security Pvt. Ltd.
4B, Orient Row, Kolkata - 700017

Premier Vigilance and Security Pvt. Ltd. 4B, Orient Row Kolkata - 700 017

19

Pay Premiar Vigiliance & Scarciar Put. Lid

Sr. Vius Procinent

