

167 (Baguihati)



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 370999



For Premier Vigilance & Security Pvt.

Sr. Vice Presic



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 371000

Debaraj Paul  
13/6/19



For Premier Vigilance & Security

*[Signature]*  
Sr. Vice Pr



भारतीय गैर न्यायिक

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RUPEES  
Rs.10


INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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For Premier Vigilance & Security Pvt. Ltd

  
Sr. Vice President

### 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 viz.:



For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President



- 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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Sr. Vice President

- 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.



For Premier Vigilance & Security Pvt. Ltd

  
Sr. Vice President



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:**

- 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



For Premier Vigilance & Security Pvt. Ltd.  
  
Sr. Vice President



- 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.
- 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 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).
- 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.

*Debagati Paul*  
*136114*



For Premier Vigilance & Security Pvt. Ltd  
  
Sr. Vice President



## 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 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.
	Personnel must politely insist on an ICICI	Personnel will not entertain anybody if he/she





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/- for 1st 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 by the Service Provider at the time of deployment of the personnel.	Penalty of Rs 1000/- per instance will be levied and recurrence shall be dealt with termination of the services.
16	Noncompliance of a. verification of arms license of the personnel or	Penalty of Rs 5000 per instance.

#### 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 16<sup>th</sup> August, 2019 at 10:00AM

AND

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

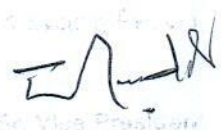
1. Service Provider witness



2. Bank's Witness

This agreement consists of total 19 pages including annexures.



For Premier Vigilance & Security Pvt. Ltd.  
  
Sr. Vice President



## ANNEXURE 2

### Deployment & Indemnity Letter

To,  
The Branch Manager, ICICI Bank  
ICICI Bank Ltd, VIP Road Suryakiran Apartment Block C FS 1 Baguihati Narayantala Kolkata West  
Bengal 700059 (Sol id 1617)

Dear Sir,

With reference to Service level Agreement 2021 - 2022.

It is submitted that Mr \_\_\_\_\_ S/o \_\_\_\_\_ 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

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  
& SECURITY PVT. LTD.**  
AN ISO 9001 : 2015 COMPANY  
Investigation, Security, Property & Cash Management Experts

**Regd. Office :** 4B, Orient Row, Kolkata - 700 017  
**Phone :** +91-033- 4038 9705, 9712, 9707 **Fax :** 033-4000 2604  
**Adm. Office :** 100B, Park Street, Kolkata - 700 017  
**Phone :** +91-033-4070 1142 / 43 **Fax :** 033-4000 2604  
**E-mail :** admin@pvsindia.in  
**CIN No. :** U74920WB1985PTC038489

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PREMIER VIGILANCE & SECURITY PRIVATE LIMITED HELD ON 16<sup>TH</sup> AUGUST, 2019 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.

**Minutes**

Minutes of the previous meeting was read, signed and confirmed by the Chairman.

**Authority to sign Agreements, Contracts, Work Orders, Tenders etc.**

The Chairman informed in the Board Meeting that it is necessary to sign Agreements, contracts, work orders, tenders and other documents related to all the clients of the Company for providing security and facility 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 and facility services. The Chairman further informed that Board has decided to empower Mr. Ranajit Aditya Chaudhuri, Mr. Pinakpani Aditya Chaudhuri, Mr. Sandip Aditya Chaudhuri, Directors of the Company severally to sign all service agreements, documents, contracts, Work Orders, Tenders etc for providing services to its clients.

The Board has further decided to authorize severally Mr. Tushar Kanti Samaddar- Senior Vice President (Human Resource), Mr. Rajatava Bagchi- Senior Vice President (Operations & Training) and Capt. Pranjal Das (General Manager-Operation) to execute agreements, contracts, work orders, tenders and other documents necessary on behalf of the Company for providing services to its clients.

After discussion the following resolution was passed:

“Resolved That Mr. Ranajit Aditya Chaudhuri, Mr. Pinakpani Aditya Chaudhuri, Mr. Sandip Aditya Chaudhuri, Directors of the Company be and is hereby severally authorized to execute necessary agreements, contracts, work orders, tenders and other documents for carrying out security and facility services to the clients.”

For Premier Vigilance & Security Pvt. Ltd.  
  
Sr. Vice President





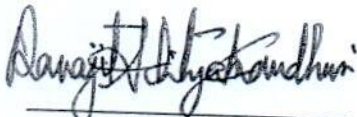
**PREMIER VIGILANCE  
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AN ISO 9001: 2015 COMPANY  
Investigation, Security, Property & Cash Management Experts


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**Phone :** +91-033-4070 1142 / 43 **Fax :** 033-4000 2604  
**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.

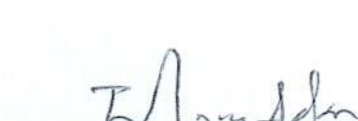
**Certified True Extract**  
**For and on behalf of the Board**


  
Ranajit Aditya Chaudhuri  
Director

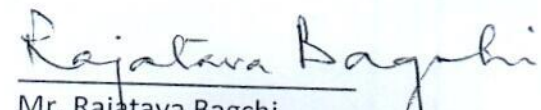
  
Pinakpani Aditya Chaudhuri  
Director

  
Sandip Aditya Chaudhuri  
Director

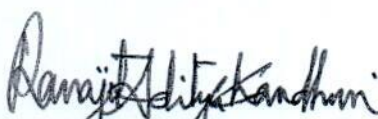
**Signature of Authorised Signatories :**

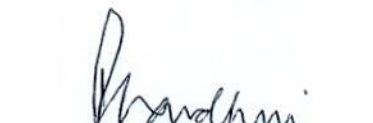
  
Mr. Tushar Kanti Samaddar  
Senior Vice President  
(Human Resource)

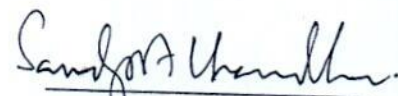
  
Capt. Pranjal Das  
General Manager  
(Operations)

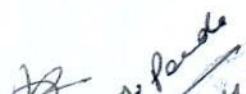
  
Mr. Rajatava Bagchi  
Senior Vice President  
(Operations & Training)

**Signature Attested By :**

  
Ranajit Aditya Chaudhuri  
Director

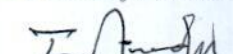
  
Pinakpani Aditya Chaudhuri  
Director

  
Sandip Aditya Chaudhuri  
Director

  
Debajyoti Panda  
136114



For Premier Vigilance & Security Pvt. Ltd.

  
Sr. Vice President