



# **REQUEST FOR PROPOSAL (Notice Inviting Tender)**

**RFP NO.1074:PSA-RFP:1074/2022 dated 11/02/2022**

## **FOR HIRING OF PRIVATE SECURITY AGENCIES**

**FOR PROVIDING ARMED/UNARMED SECURITY  
PERSONNEL AT VARIOUS LOCATIONS**

**FOR CANARA BANK CIRCLE OFFICE  
BANGALORE**

**NOTICE TYPE : DOMESTIC TENDER NOTICE**

**AUTHORITY TYPE : PUBLIC SECTOR BANK**

**ISSUED BY :**

**PREMISES & ESTATE SECTION, CANARA BANK CIRCLE OFFICE,  
86SPENCERS TOWER, MG ROAD, BENGALURU – 560001**

**EMAIL / TELEPHONE – [blrpes@canarabank.com](mailto:blrpes@canarabank.com)  
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## **I. NOTICE INVITING TENDERS**

1. Canara Bank, Circle Office Bangalore (hereinafter the Bank) invites sealed tenders from eligible & experienced Firms / Companies in “TWO BID CONCEPT” for Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank at various locations under Circle Office Bangalore.
2. **Brief details of the work:** The work involves providing of Armed/Unarmed Security Guards to Branches, ATMs and Administrative Offices, as the case may be, at various locations under Circle Office, as the case may be. The general requirements / Terms of Service is as specified in Annexure 11.

## **II. DISCLAIMER**

1. The information contained in this Request For Proposal (“RFP”) / Notice Inviting Tender (“NIT”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (“Canara Bank/Bank”), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their bids. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Canara Bank does not undertake

to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

2. Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP/NIT and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website ([www.canarabank.com/English/Scripts/Tenders.aspx](http://www.canarabank.com/English/Scripts/Tenders.aspx)) and it will automatically become part and parcel of this RFP/NIT.
3. Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all parties.

### **III. DETAILS OF THE RFP/NIT**

a.	Name of the Work	Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank
b.	Location of Work	Various locations of Branches / ATMs / Administrative Offices coming under Circle Office Bengaluru.
c.	Earnest Money deposit	Rs.10 Lakhs (In the form of BG)
d.	Issue of tender document	11/02/2022
e.	Last date of submission of pre-bid queries	17/02/2022 till 03:00 pm
f.	Pre-bid	19/02/2022 till 03:00 pm

	meeting	
g.	Last date of submission of Tender	04/03/2022 on or before 03:00 pm
h.	Opening of Technical bids	04/03/2022 on or before 03:30 pm
i.	Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.
j.	Tender documents ( soft copy )	Can be downloaded free of cost from Canara Bank's web site till last date of submission <a href="https://canarabank.com/english/announcements/">https://canarabank.com/english/announcements/</a>
k.	Validity of the offer	The offer shall remain open for acceptance till 120 days from the date of opening.

#### IV. ELIGIBILITY CRITERIA

1. Private Security Agencies ( PSAs) who fulfill the following requirements are eligible to apply. The PSAs having well established facilities in the area along with past experience in undertaking such work are eligible to apply.

Sl.	Eligibility Criteria	Documents Required
a.	PSAs should be either registered partnership firm / proprietary firm / Pvt Ltd/ Public Ltd Company for providing security guards services.	A copy of valid registration certificate from respective authorities. <b>(Mandatory).</b>
b.	PSAs should have obtained a valid license in accordance with Section 4 and 7 of the Private Security Regulation Act 2005, Section 9 of Karnataka (State) Private Security Agencies Rules, 2008 and the license shall be valid.	Copy of PSARA License of the Firm. <b>(Mandatory).</b>

	<p>(Note:-</p> <p>i. If any PSA had applied for New license and license is yet to be issued, such cases will not be accepted. The PSA shall have the license issued by the authorities on the day of submission of the bid.</p> <p>ii. In the case, if the license is expired and the authorities had acknowledged receipt for renewal of License, it will be deemed as valid. However, if the application for renewal is rejected by the authority, the service of the PSA will be terminated immediately.)</p>	
c.	PSA should have a minimum annual Turn Over of <b>Rs. 10 Crores</b> out of which <b>Rs. 3 Cr</b> shall be on account of security services only, during last three financial years (FY 2020-21, 2019-20 & 2018-19).	Audited balance sheet and P&L account for FY 2020-21, 2019-20 & 2018-19, clearly specifying the Security services along-with a certificate from the Chartered Accountant. <b>(Mandatory).</b>
d.	PSAs should have Registration under Shops & Establishments Act with regard to their office in Bengaluru.	A copy of valid registration certificate from respective authorities. <b>(Mandatory).</b>
e.	PSAs should have necessary registrations with Labour Department for compliance of all statutory/Govt requirements applicable to security agencies. (PSA should have at least one running single contract with minimum 20 Guards)	A copy of valid Labour license as proof. <b>(Mandatory).</b>
f.	PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.	<p>i. Copy of valid ESI registration certificate from respective authorities.</p> <p>ii. Copy of the ESI Challan</p>

		Receipt of all employees for the last three months to be provided <b>(Mandatory).</b>
g.	PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online.	i. Copy of valid EPF registration certificate from respective authorities. ii. Copy of the EPF Challan Receipt of all employees for the last three months to be provided <b>(Mandatory).</b>
h.	PSA must have valid PAN number.	Copy of PAN card. <b>(Mandatory).</b>
i.	PSA must have valid GST registration	Copy of the GST registration certificate <b>(Mandatory).</b>
j.	PSAs should have Documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules.	PSAs are required to furnish copies of the Wage Slips of One Armed Guard and One Unarmed Guard each for their last six months. <b>(Mandatory).</b>
k.	PSA should have minimum three years of experience in providing Security Guards/ Facility Management services.	Copy of work orders to be submitted as proof proving the same. <b>(Mandatory).</b>
l.	PSA shall not be owned or controlled by any director or employee of the Bank or their relative having the same meaning as assigned under section 2(77) & 6 of the Companies Act 2013.	A declaration / undertaking duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on its Letter head. <b>(Mandatory).</b>
m.	PSA should have average minimum 100 security / armed guards in their payroll during last one year.	Copy of running work orders & past Wage Slips, not older than threemonths, of their

		employees with any Principle Employerproving the same to be attached. <b>(Mandatory).</b>
n.	PSAs should be an Income Tax assessee and should have submitted IT returns for the <b>last three years.</b>	A copy of IT returns for latest AY 2020-21, AY 2019-20 and AY 2018-19 to be provided. <b>(Mandatory).</b>
o.	PSA should have provided the services to at least THREE Government Establishments (GEs) / Public Sector Banks (PSBs) / Other Banks (OBs) / Public Sector Undertakings (PSUs)/ AAA rated companies during the last 03 (Three) years. PSA should furnish at least 3 References from the above mentioned services provided and such References should testify about the performance of the PSA to the Bank's satisfaction.	PSA should furnish at least 3 Referencesfrom the sites mentioned/ services provided and such <b>References should testify</b> about the performance of the PSA to the Bank's satisfaction. <u>Contact details of the referees</u> including their email ID and phone numbers must be mentioned. <b>(Mandatory).</b>
p.	PSAs should have their own infrastructure for training their guards (as per PSARA-Private Security Agencies (Regulation) Act 2005 accredited) or a MoU with any other PSARA accredited agency providing such facility.	Copy of the Certificate regarding PSARA accreditation or valid MoU with PSARA accredited agency. The complete details on training structure, syllabus, staff, place of training, period of training etc. shall be furnished <b>(Mandatory).</b>
q.	Should submit Bank Solvency Certificate of minimum Rs. 50 Lakhs to establish the financial soundness of the Firm/Company.	The Solvency Certificate shall be issued by any scheduled bank, addressing to "The Assistant General Manager, Canara Bank, Premises & Estate Section, Circle Office, Bengaluru" and clearly specifying the RFP Number in the Subject Line or Matter.

		<b><i>Solvency Certificate if not submitted as specified here would be considered as non-responsive, incomplete and shall be out rightly rejected (Mandatory).</i></b>
r.	<b>Following Undertaking shall be given in separate letterheads stating the following (1 to 8 as shown below)</b>	These undertaking should be in the Company letter head signed by authorized signatory with Name, Designation and Office Seal <b><i>(Mandatory).</i></b>

*i. Undertaking 1.*

- Police verification / clearance on the antecedents as specified in MHA notification dated 08.08.2018 (PSA Rules,2018) for each guard (not less than 6 months old) will be submitted before deployment of the Guard.
- All Armed Guards, if deployed will be having valid Gun License in the State of Karnataka.
- The above original records will be submitted to the Office concerned where guards are deployed, for verification& a certified true copy will be provided to P & E Section of HO.
- Proper Medical Fitness Certificate issued by Registered Medical practitioner with qualification not less than M.B.B.S, will be submitted for each Guard before deployment.

*ii. Undertaking 2.*

- The wages will be paid to the guards as per minimum wages act.
- The wages to the guards will be paid through direct crediting in their Bank Account before 5<sup>th</sup> (even if it is a holiday) of every subsequent month of duty, and monthly salary slip will be given to the Guard.
- The bills / Claim will be raised along with copies of all required documents specified in the contract.
- At any cost, ***“mode of Cash / Cheque payment” will not*** be used for making payment / wages.

- Proper documentation will be maintained regarding wage payment.
- All reports & returns regarding wage disbursement asked for by the bank will be submitted timely under the signature of authorized signatory as per direction based on the T &C of the contract.

*iii. Undertaking 3.*

- Trained supervisory staff / Field Officer, with relevant experience, preferably ex-service man who is physically fit and able to read and write in Hindi or English or local language will be made responsible wherever the guards are deployed.
- The Supervisory staff will be carrying out surprise checks for alertness of our staff at each post minimum twice a week.
- The supervisory staff will also endorse his/her remark compulsorily during each such visit in the Duty register being maintained at all premises / posts.

*iv. Undertaking 4.*

- All guards and personnel being deployed as per this contract will be the bonafide employees of our Company / Firm.
- Armed/ Unarmed guards with minimum 10<sup>th</sup> std pass will be deployed.
- Workmen compensation policy will be obtained for all guards and other staff who will be deputed for duty in Canara Bank.
- Age of the Guard is in conformity with PASARA(Act)2005 & Rules framed under this act by the State of Karnataka, and Guards are physically & medically fit.

*v. Undertaking 5.*

- No criminal cases/charges are pending with the police against the Proprietor/Firm/Partner or Directors/Partners of our Company.
- The Company has not been blacklisted by any entity.
- No criminal case is pending with the police against the proposed guards who will be deployed as part of the contract.

*vi. Undertaking 6.*

- The Company will be complying with all statutory compliances and obtaining Labor license (if necessary) with regard to all related Acts, Rules and other Guidelines being issued by the Government and all other statutory authorities from time to time.

*vii. Undertaking<sup>7</sup>*

- On selection we are having / will be opening an Escrow account with Canara Bank.
- All wages / disbursement of salary to all guards deployed in Canara bank will be done through this Account. No different mode of payment shall be adopted at any cost regardless of the amount.
- Details of this account will be specified in all invoices being raised against security services rendered to Canara Bank.

*viii. Undertaking<sup>8</sup>*

- We shall ensure that all guards will be wearing full prescribed uniform with proper photo identity card.
- We ensure that the guards will be smartly dressed, disciplined and shall maintain an apt turn-out with proper hair-cut and properly shaved while on duty.

2. Additional qualifications, which may give weightage to the bidder in the empanelment process(*Not Mandatory*). *Relevant copies to be attached.*

- a. Registered with Director General Resettlement, MoD. (*copy of the valid certificate from DGR to be submitted*)
- b. ISO or other relevant Certifications.
- c. Any other certificate regarding quality assurance issued by a third party authorized to issue such certificates.

## **V. SUBMISSION AND OPENING OF TENDERS**

### **1.SYSTEM OF SUBMISSION**

- a. Tenders shall be on prescribed Form as issued by the Bank / hosted by the Bank in website ([www.canarabank.com](http://www.canarabank.com)) & Central Public Procurement (CPP) portal [www.eprocure.gov.in](http://www.eprocure.gov.in)
- b. Tender documents can be downloaded only from the Bank's ([www.canarabank.com](http://www.canarabank.com)) & Central Public Procurement (CPP) portal

[www.eprocure.gov.in](http://www.eprocure.gov.in) **website free of cost.** The Tender documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) in two separate books (i.e. Technical bid and Financial bid) and submitted.

- c. Nature of the document: **TWO BID CONCEPT.** This Tender document comprises of the following :
- i. **TECHNICAL BID: (First envelope)** consisting of following as in Tender Document.
  - ii. **FINANCIAL BID (Second envelope)**
- d. Tenders on prescribed form should be placed in two envelopes, as specified above, one sealed envelope consisting of “Technical bid” duly super scribed as “Technical bid” and other sealed envelope consisting “Financial bid” duly super scribed as “Financial Bid” and both envelopes shall be kept in one bigger sealed single envelope, with the name of work as (RFP for PSA Services – Circle Office, Canara Bank, Bangalore with RFP Ref. No. 1074 quoted), Name of Tenderer and due date written on the envelopes.
- e. The rate quoted shall be in accordance with the wages stipulated under the Minimum Wages Act,1948, at the rates as applicable to the Bidder.
- f. The rates quoted shall be all inclusive rates with separately given applicable GST amount and no claim whatsoever for any extra payment shall be maintainable. Any other Tax, any royalties, duties, levies, cess, in respect of this tender shall be payable by the PSA and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. GST wherever applicable shall be paid by Bank as per extant rules.
- g. PSA shall fill in all the blanks and put their signature and seal on each page of the tender documents, as shown in each page in the lower part. No blank space should be left unfilled. Places which are not applicable shall be marked as such. Any overwriting is to be avoided or shall be authenticated by putting a signature. Bank reserves the right to accept or reject any unauthenticated overwriting.
- h. Errors and omissions due to clerical, typographical or printing etc., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the Bank shall be final and binding.
- i. Any person who submits a tender shall fill up the printed prescribed form stating what rate he is willing to undertake the work.

- j. In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932, LLP Act by enclosing a copy of the partnership deed duly certified by one partner as true copy.
- k. If the Tender is submitted by a Company the same must be signed by a person duly authorized by the Board of Directors of the Company.
- l. The tender for the work shall not be witnessed by PSA or Bidder who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of such PSAs who are tendering, as well as witnessing the tender, shall be liable to summary rejection.
- m. Amounts quoted in figure, ***if any, should be repeated in words*** and in case of any discrepancy the amounts stated in words shall prevail.
- n. Sealed Tenders shall be addressed to **The Assistant General Manager, Premises & Estates Section, Canara Bank Circle Office Bangalore, 86, Spencers Tower, MG Road Bangalore- 560001.** Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address.
- o. If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender. The first part of tenders i.e. Technical bid will be opened on the same day and location of tender submission.
- p. The PSA shall give a list of the Bank employees related to him/ partners/ directors of the Firm/company/Agency with their places of posting and designations. The PSA shall not be permitted to tender for works in Bank in which Bank employees (responsible for award of execution of contracts) related to Agency with their places of posting and designations are posted as an officer in any capacity between the grades of the General Manager and Manager (both inclusive) of premises and estate department.

**Note:-** By the term "near relatives" is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, direct uncles and aunts and first cousins.

## 2. PRE BID QUERIES AND CLARIFICATION TO TENDER

- a. The PSA should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required.
- b. The PSA in all such cases may seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The hard copy of the pre bid queries can be sent to: **The Assistant General Manager, Premises & Estates Section, Canara Bank Circle Office, 86, Spencers Tower, MG Road Bangalore-560001** by the intending PSAs before 3:00 PM on 17/02/2022. in the following format:

Sl No	Page No	Tender Clause No	Tender Clause	Query

- c. The soft copy of the pre-bid queries can also be sent by E-Mail to blrpes@canarabank.com and securitycellcoblr@canarabank.com  
No other oral or written individual consultation shall be entertained.  
No queries will be entertained from the PSAs after the pre-bid meeting.

## 3. PRE-BID MEETING

- a. A pre-bid meeting of the intending PSA will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document, as specified in the RFP:
- b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested PSAs shall be present during the scheduled time.
- c. The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the pre bid meeting if possible, or in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the PSA/ bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the PSAs. Non-reply to the queries raised by any of the PSAs shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any

query may not be deemed the version of the PSA as reflected in the query has been accepted by the Bank.

#### **4. PROCESS OF SELECTION**

- a. The Tender would be a Two Bid tender system comprising of Technical and Commercial / Financial bid. The PSAs would be shortlisted based on the technical evaluation done as per the eligibility criteria given above. Suitable marks would be awarded to shortlisted PSAs against each criteria and a sum total of the marks would be taken to form a merit list for finalizing the PSAs as per Technical Bid rating chart as shown in **Annexure 9** herewith.
- b. The Financial bid would be opened only for the PSAs finalized by the technical evaluation committee.
- c. Final selection of the PSA would be based on the combination of marks obtained in the technical evaluation, as well as the rates quoted in the financial bid. The division of marks for Technical evaluation and financial evaluation would be in the ratio of L1, L2, / L1,L2,L3 / L1,L2,L3,L4 as specified in **Para VII (2)**, would be declared based on the combined evaluation by the tendering committee. Tenders will be evaluated in the following stages:

**Stage I** Incorporation Offers, i.e., offers not accompanied by the mandatory documents, as specified in this RFP, will be rejected.

**Stage II** Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof of documents submitted by the PSAs. Offers not complying with any of the eligibility criteria will be rejected.

**Stage III** Short-listing of supplier(s) based on proof documents submitted, site visits (if necessary) by the Bank's officials and satisfactory feedback from reference sites.

**Stage IV** Technical bid evaluation and marking

**Stage V** Price Bids of the short-listed PSAs will be opened for area-wise price discovery and fixing "Approved Rates"

**Stage VI** Final selection of the PSA would be based on the combination of marks obtained in the technical evaluation (60%) and the rates quoted in the financial bid (40%) as explained in the RFP.

**Stage VII** Willingness letter will be obtained from shortlisted firms to work on "Approved Rates".

**Stage VIII** Issue of work orders to the shortlisted PSAs.

- d. Wherever PSAs are submitting consolidated completion certificates, then the Bank may request for supporting documents. Bank's decision in this regard is final and shall be binding on all.
- e. Monthly Rates per armed security guards& unarmed security guards to be given in the format as per Financial Bid.
- f. The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and rate analysis specified in the tender. Bank's reserves rights of accepting/rejecting any and all the financial bids.
- g. The Financial Bid of the PSAs whose Technical Bid is found to be deficient and those of the Bidders who do not meet the eligibility criteria as specified in the document, will be returned unopened, against acknowledgement. Financial Part of shortlisted PSAs will only be opened. EMD to all PSAs who are disqualified in Technical Part shall be returned against acknowledgment, after finalization of entire tendering process.
- h. Tenders, which propose any modifications to specifications, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification of the tender.
- i. The Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the right to reject any or all of the tenders received without assigning any reason whatsoever. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the PSA or are incomplete in any respect are liable to be rejected.
- j. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the PSA who resort to canvassing will be liable to rejection.
- k. The Bank shall issue an Offer letter which will have to be accepted by the Selected Bidder within 5 days of its receipt

## **VI. EARNEST MONEY DEPOSIT (EMD)**

1. The tender shall be accompanied by earnest money deposit of Rs. 10 Lakhs by way of Demand Draft of a Scheduled commercial Bank issued in favour of Canara Bank, payable at par. EMD can also be

submitted by way of irrevocable Bank guarantee from scheduled commercial Bank other than Canara Bank valid for 120 days with claim period of 60 days in the format prescribed by the Bank.

2. EMD shall be submitted with the Technical bid only and should be kept along with cover containing the Technical bids. Submission of EMD in the form of fixed deposit or in any other form is not acceptable and tenders with such EMD shall be rejected.
3. No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected.
4. However, MSMEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSME firms, PSAs should submit exemption certificate issued from the relevant authorities. It may also be noted that Performance Guarantee has to be submitted by the bidder under any circumstance, if selected.
5. The EMD in respect of the PSAs who do not qualify the Technical Part (First Stage) shall be returned to them without any interest. However, the EMD, in respect of the selected PSA shall be returned after submission of Performance Guarantee.
6. If the PSA fails to deploy security guards against the initial requirement within 5 (Five) days from date of awarding the contract, the EMD shall be forfeited without giving any further notice and the contract will be terminated and Bank shall be at a liberty to award the contract to other PSA at its sole discretion without assigning any reason whatsoever.

## **VII. GENERAL TERMS & CONDITIONS**

### **1. INSPECTION OF DOCUMENTS**

- a. Copies of and documents pertaining to the work will be open for inspection by the PSAs at the above mentioned Office of the Bank.
- b. PSAs are advised to inspect and examine the site / location and its surroundings and satisfy themselves before submitting their tenders, as to the means of access to the site, the accommodation they may require for staff/employees and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
- c. PSA shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a PSA implies that he has read this notice and all other

contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.

## **2. SPLITTING OF WORK-ORDERS**

- a. It is absolutely essential for the PSAs to quote correctly and unambiguously, at the time of submitting the Bid, as the Bank will not enter into any negotiation during the scrutiny/processing of the Technical part.
- b. Bank may go for splitting for the order between L1 and L2 or among L1, L2 and L3 or L1, L2, L3 and L4. The decision of the Bank regarding this shall be final.
- c. The Bank reserves its right for splitting the quantities between two or three or four PSAs. The splitting of work order will be in 60:40 ratios in case of splitting of order between two PSAs and in 50:30:20 ratios for three PSAs, and 40:30:20:10 in case of four PSAs; provided L-2, L3 & L4 agrees to rates quoted by L-1 PSA and agree for all terms and conditions. In case L-2 PSA is not willing to match L-1 rates, the Bank will call L-3, L-4 PSA etc., in that order. If no PSA (L2 /L3/L4 etc) is accepting the L-1 rates the entire work order may be awarded to L-1 or the Bank may also go for retendering. The decision of BANK will be final in this regard.

## **3. CANARA BANK'S DISCRETION**

- a. The Bank reserves the right to cancel/withdraw the RFP/NIT during the course of tendering process without assigning any reason whatsoever thereof.
- b. Canara Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the PSA, not limited to those selection criteria set out in this RFP and the Bidders shall be bound with the same.
- c. The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected specified bidder or specified bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action.
- d. Bank shall be under no obligation to act upon the advice rendered by the Selected Bidder. The appointment made by Canara Bank shall be final and binding on all the Bidders.

- e. In case, if there is substantial change in the composition of the team of the appointed/selected Bidder handling the assignment which can significantly affect its execution, Canara Bank reserves its right to terminate the agreement without any cost to them and the decision of Canara Bank will be final and binding.
- f. During the tenure of engagement of the PSA (s), in case Canara Bank at any time consider that the services of PSA (s) are in any manner deficient and / or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, Canara Bank shall have the right to terminate the engagement of such PSA (s) without assigning any reason for the same.

#### **4. CORRUPT & FRAUDULENT PRACTICES**

- a. The Bidder shall further ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
- b. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of contracts.
- c. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- d. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- e. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **5. INTEGRITY PACT**

- a. Integrity Pact format is enclosed as per our **Annexure 6**. The same to be duly filled in a non-judicial stamp paper of appropriate value and submitted along with offer.
- b.** Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering

process. ***Those bids/ tenders which are not containing the above pact are liable for rejection.***

## **6. INDEMNITY**

- a. The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorneys fees), arising before or after completion of assignment, which result from, arise in connection with or arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- b. The term bidder shall deem to include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- c. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

## **7. SOCIAL MEDIA POLICY**

- a. No person of the bank or the Bidder / Contractors and third parties shall violate the social media policy of the bank. The following acts on the part of personnel of the bank or the Bidder / Contractors and third parties shall be construed as violation of social media policy:
  - i) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
  - ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
- b. The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.
- c. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

## 8. AGREEMENT

The Selected Bidder shall enter into an Agreement with the Bank in the format as shall be prescribed by the Bank within 7 days of issue of the Work Order.

## 9. GENERAL CONDITIONS

- a. **Authentication of Erasures/Overwriting etc:** Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid duly authenticates the same by affixing his signature.
- b. **Cost of Bidding:** The specified bidder/s shall bear all the costs associated with the preparation and submission of its bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
- c. **Modification & Withdrawal:** Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be allowed to be modified after the submission of bid. No bidder shall be allowed to withdraw the bid once submitted.
- d. **Assignment:-** The Selected Bidder shall not assign or sub contract any of the assignments entrusted to it pursuant to this RFP.
- e. **Amendment of Bidding Documents:** At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites ([www.canarabank.com](http://www.canarabank.com)) and will be binding on all who are interested in bidding.
- f. In order to provide specified Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.
- g. **No Legal Relationship:-** No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of a contractual agreement with the successful Bidder.
- h. **Publicity:-** Any publicity by the bidder in which the name of Canara Bank is to be used should be done only with the explicit written permission of Canara Bank
- i. Bank reserves to itself the right of accepting the whole or any part of the tender and the PSAs shall be bound to perform the same at the rate quoted.
- j. The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. If any PSA withdraws his tender before the said period or makes any modifications in the

terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

- k. **Language:** The response prepared by the Bidder /s, as well as all correspondence and documents relating to the Response exchanged by the Bidder /s and the Bank and supporting documents and printed literature shall be in English language only.
- l. **Formats:** The Bidder /s should strictly use the formats prescribed by the Bank in the RFP for submitting the bid responses.
- m. **Currency:** The expression of currency in the bid shall be Indian Rupee only.

## **VIII. GENERAL GUIDELINES TO BIDDERS**

1. The PSA should be registered with the appropriate registration authorities (Labour Department, etc.). The PSA is required to follow all the Statutory Acts as may be applicable for such type of work for which they are applying through this empanelment form. As manpower is required, then the PSA merely by filling the empanelment form confirms that the PSA has all the requisite permissions and licenses to carry out all the assignments as stipulated by this empanelment form. Further, merely by filling the application form, the PSA reconfirms that they have complied with all the statutory provisions of the Central, State, Local and Municipal laws in force. The PSA also confirms merely by filling the application form, to comply with any future laws that may be enforced upon by statute. PSAs which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the application form only if they are eligible in this regard.
2. The PSA should be registered with Income Tax, GST and appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
3. The PSA should have experience in providing Security Services / Support to Govt. Departments / PSU / PSB etc.
4. The PSA should have credible supervisory infrastructure.
5. The PSA should have effective infrastructure for training of guards.
6. The PSAs would be considered based on the performance, training facilities, standing in the field and confidential opinion obtained by the Bank from their existing clients, etc.

7. The PSA shall obtain and produce license under the “The Contract Labour (Regulation & Abolition) Act 1970” from the Labour department. The PSA shall maintain and if necessary submit to the Bank, for inspection on demand, the records such as Muster roll, Payment register etc.
8. The PSA will be bound by the details furnished by them to Bank, while submitting the bid or at subsequent stage. In case, if any of such document/s furnished by the agency is found to be false, it would amount to breach of terms of contract and the PSA will be liable for legal action besides termination of contract.

## **IX. TERMS OF CONTRACT**

1. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest if any, arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days make good in the cash or Guarantee Bond of a Scheduled Bank other than Canara Bank in favour of the Employer or fixed deposit receipt tendered by the Canara Bank (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

### **2. Compensation For Delay**

- a. If the contractor fails to provide the required manpower for the services required within timeframe given in the work order or there is an un-approved delay in the execution of the work order, Bank reserves the right to the following:
  - i. Cancel the work order and call L2/L3 to award work at L1 rates
  - ii. Not cancel the work order but award the balance work to the L2 at L1 rates
  - iii. Go for retendering.
  - iv. Same aspects apply during distribution of work amongst L1,L2,L3 & L4 as the case may be as per **Para VII.2**

- b. In either of the case the EMD/Security deposit of L1 will be forfeited. The decision of Bank in any such case will be final and binding on the contractor
- c. Bank shall have the right to adjust set-off against any sum payable to the Contractor under this or any other contract with the Employer / Canara Bank anywhere in India / outside India.

### **3. Time and extension for delay**

- a. The selected tenderer shall execute the obligations under the Contract within the time frame stipulated therein.
- b. The Tenderer's obligations shall commence from the day after the date on which the Employer issues written orders to commence the work and is to be completed within the time stipulated.
- c. If the contractor commits default in commencing the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

4. **Inspection:** Bank shall have the right to inspect the sites allotted to the successful bidder through its authorized officers any time without advance notice.

### **5. Indemnity**

- a. The Selected Bidder shall keep and hold the BANK indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the BANK arising out of:
  - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Selected Bidder
  - ii. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Selected Bidder.
- b. The Selected Bidder shall keep and hold the BANK indemnified and harmless from time to time and at all times against Any loss or damage to real property and tangible personal property and for bodily injury or death and in these cases which are attributable to the Selected Bidder.

- c. In case, the selected PSA fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if the Bank is put to any loss/obligation, monetary or otherwise, Bank will be entitled to recover such damage/loss/deemed loss, either out of the outstanding bills or from the Security Deposit of the PSA.
- d. In the event of theft, pilferage or damage to property of the Bank or any loss, the Bank shall report the matter to the local police first. The PSA agrees that in case of any loss of cash/materials/other properties of the bank, which may arise directly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the PSA's employee, such loss will be made good by the PSA and all liabilities arising out of such incidents will be fully met by the PSA. If the inquiry reports of the Bank and the PSA are conflicting on this point, it is agreed between the parties that the Bank's report shall prevail and be final. Such quantum of loss assessed and payable by the PSA shall be paid to Bank within a month of demand and upon failure of the PSA to do so, the Bank, without prejudice to other recovery measures either through Court of Law or otherwise, shall have right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the entire dues are wiped off.

## **6. Payment Terms**

- a. No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the security guards as per documents to be maintained by the PSA and shown to the Bank, shall be made within a week after submission of the bills by PSA.
- b. The PSA should ensure the following
  - i. The wages should be paid to the guards as per minimum wages act (Central Minimum Wages).
  - ii. The wages to the guards should be paid through direct crediting in their Bank Account before 5<sup>th</sup> (even if it is a holiday) of every subsequent month of duty, and monthly salary slip should be given to the Guard.
  - iii. The bills / Claim should be raised along with copies of all required documents specified in the contract.
  - iv. At any cost, **“mode of Cash/Cheque payment” should not** be used for making payment / wages.
  - v. Proper documentation should be maintained regarding wage payment.

- vi. All reports & returns regarding wage disbursement asked for by the bank should be submitted correctly & timely under the signature of authorized signatory as per direction based on the T & C of the contract.
- c. Every month, along with the bills the PSA shall also submit the copies of:
  - i. Wage slips of all guards
  - ii. The Attendance sheets
  - iii. Previous Electronic Challan cum Return for Employees Provident Fund and
  - iv. The Contribution History for the ESI premiums contribution for the PSAs employees deployed with the Bank. The PSA shall ensure that Savings Bank Account of the PSA Employee gets credited by the 05<sup>th</sup> day of the month following the Wage Month and further ensure that the amount credited is the same as the net wage payable as per the wage slip.
- d. The successful PSAs shall have to open Escrow account (Current A/c) with Canara Bank and all payments will be routed through the Agency's account with Canara Bank.
- e. The PSA shall pay the monthly wages to PSA's employees deployed with the Bank by crediting the Savings Bank Account of the PSA's employees with any Bank. The PSA shall provide the list of the employees and their Bank account details to Canara Bank with copy of the standing instructions given to the respective Bank for direct transfer of the wages to individual Bank accounts of the guards.
- f. PSA shall maintain proper records/details of the PSA's employees deployed in the Bank Site. PSA shall submit monthly bills to P & E Section, Head Office giving details of the PSA's employees deployed and the payment claimed for each of them. Bills should be supported with attendance sheets of the security guards. All payments under this agreement shall be made to the PSA by the P & E Section, Head Office. Payment will be made on a monthly basis within seven working days of receipt of the relevant bill from the PSA.
- g. However in case of any discrepancy in the bill detected by the Bank, the payment will be released to the PSA within four days from the date of resolving the discrepancy by the PSA.
- h. Bank shall not make any direct payment of whatsoever nature to the PSA's employees. All payment payable by Bank in connection with or arising out of this agreement shall be made only to PSA Escrow account and not to the PSA's employees.

- i. Receipts for payments made on account of a service, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- j. Bank reserves the right to withhold the bills partially or fully or administrative charges, if any, of the above required documents stated in the preceding paragraphs are not submitted while claiming the bills.
- k. Selected PSA shall be fully and absolutely responsible for the payment of salary and other statutory dues to PSA's employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to PSA's employees and Bank will not undertake any liability in relation to such matters.
- l. PSA hereby undertakes to ensure payment of wage to its PSA's employees in compliance with Minimum Wages Act 1948 and other relevant statutes in force and modified/amended or revised from time to time as per enactment of Central/State Governments, as the case may be.
- m. The PSA hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the PSA alone and the Bank shall not be liable to pay excess amount other than the difference between the revised basic pay, VDA and the resultant difference in statutory dues, i.e., EPF, Gratuity, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in GST.
- n. Selected PSA shall submit printed receipts for all the payments received from Bank. The PSA shall also furnish the proof of having paid the wages to the PSA's employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on monthly basis. Non-payment of monthly wages by the PSA to the PSA's employee deployed with Bank will make this contract null and void and will result in termination of the deployment of PSA's employees with the Bank with immediate effect and the Bank will not be required to make any payment to the PSA thereafter.
- o. Bank shall not make any direct payment of whatsoever nature to the PSA's employees. All payment payable by Bank in connection with or arising out of this agreement shall be made only to PSA and not to the PSA's employees.

- p. Tax shall be deducted at the source (TDS) as per the provisions of the Income Tax Department by the Bank and a certificate to this effect shall be provided to the PSA by the Bank.
- q. The claim in bills regarding GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of the Bank. Payment of the bill will be effected only on production of copy of the previous month's wage sheet, ESI & EPF remittance with nominal roll of the security guards and half yearly/yearly return under the respective Acts.
- r. In case of any mishap of whatsoever nature (minor / major/ fatal including death during the course of their duty) sustained by selected PSA'S employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation ,if any, on that count will be that of the selected PSA only and not of the Bank. If for any reason, compensations, costs etc, are paid by the Bank, the same shall be reimbursed by the PSA to Bank without any demur including interest at ruling rate till settlement and such settlement shall be made by the PSA within one month from the date of demand by the Bank and upon failure of the PSA to do so, the Bank shall have the right to adjust the monthly bills payable to the PSA towards the amounts payable by the PSA till the ensure dues are wiped off.

**7. Maintenance of Records.** The PSA shall maintain at all times the following records.

- a. Register of guards / workmen
- b. Employment card
- c. Muster roll/ Attendance register
- d. Wages paid register
- e. Receipt of wages
- f. Over time register
- g. Any other records as per above laws.

**8. Liquidated damages for delay in deployment of guards:**

- a. Providing of security guards at the allotted sites shall be completed within 05 days from date of award of work. In case the PSA fails to comply with this time schedule penal action shall be taken.

- b. The penalty shall be deducted / recovered by the Bank from any amount due or becoming due to the PSA under this contract or may be recovered by invoking of Bank Guarantees or otherwise from PSA.
- c. All the penalties are independent of each other and are applicable separately and concurrently.
- d. Penalty is not applicable for the reasons attributable to the Bank and Force Majeure.

**9. Unsatisfactory performance:** If the services rendered by the PSA are not up to the standard for the reasons of absence, indiscipline, improper turnout etc, the same will be brought to the notice of the PSA with a view to provide the PSA an opportunity to improve the same in a stipulated period. If no improvement is observed by the Bank during the stipulated period, a penalty equivalent up to 10% (TEN PERCENT) of the value of the total monthly payment inclusive of wages will be levied on the PSA and will be deducted from the monthly bill.

**10. Term, Termination and cancellation of Contract**

- a. The contract would be initially for a period of three years. The contract will be reviewed yearly, and may be extended/terminated/ terminated early, for further period, as deemed fit by the Bank. The requirement of security guards may vary according to the need & may be reviewed/ reduced/enhanced as and when required.
- b. The contract can be terminated before the expiry of contract period owing to deficiency in service or sub-standard quality of service provided by the PSA.
- c. ***Bank reserves the right to terminate contract at any time by giving one month's notice, without assigning any reason whatsoever.***
- d. The Bank also reserves its right to terminate contract partially or fully / cancel unexecuted part of contract at any time by assigning appropriate reasons in the event of one or more of the following events by giving one month's written notice to PSA :
  - i) Abnormal Delay in deployment of security guards. Any delay of more than 1 month beyond the specified period.
  - ii) Non-satisfactory performance during implementation.
  - iii) Indiscipline by guards and PSA
  - iv) Non Adherence to dress code
  - v) Irregular attendance
  - vi) Non punctuality and casual attitude

- vii) Failure to take instructions of the Bank
  - viii) Indulging in mischief, fraudulent, theft, criminal activities
  - ix) Breaches in the terms and conditions of the Offer
  - x) Non-payment of statutory dues to concerned departments
  - xi) Non remittance of EPF, ESI, ELDC contributions
  - xii) Non-payment of wages or irregular/ delay in payment of wages
  - xiii) Failure to safe guard the Bank's property
  - xiv) Abandonment of service
  - xv) Cancellation / suspension of PSARA License.
- e. In addition to the partial/full termination of the contract or cancellation of contract, the Bank shall forfeit fixed deposit with interest/ invoke Performance Bank Guarantee given by the PSA towards non-performance/noncompliance of the terms and conditions of the contract for an amount equivalent to the security deposit of the number of sites cancelled/ terminated. In the event of termination, Bank reserves the right to allot/divert the sites to other empaneled PSAs and the PSA shall have no right to object to such diversions.
- f. In case it is found that the services provided by the selected PSA is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then BANK retains the right to terminate the Contract with the selected agency and in such case, the PSA will not be entitled to claim any damages from BANK or make any claim for fees in respect of such unsatisfactory / substandard services. As also BANK reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for BANK to go in for a fresh empanelment/contract.

- 11. Foreclosure of specific site:** Any time during the contract, Bank reserves the right to cancel/foreclose a specific site without assigning any reason by serving one month's written notice to the contractor (PSA). The PSA shall withdraw the guards from the closed site. The PSA have no right to claim any damages or compensation from the Bank.
- 12. Increase / Reduction in the Guarding hours:** Bank reserves the right to increase/ decrease the guarding hours based on its needs and directions of the local authorities. PSA shall deploy the number of guards according to the changed hours.

**13. Foreclosure of contract:** Any time during the contract, Bank reserves the right to cancel the contract partially or fully, without assigning any reason by serving one month notice to the PSA. The contractor shall have no right to claim any damages from the Bank.

**14. Force majeure.**

- a. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the PSA, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, floods and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the PSA, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the PSA shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the PSA shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the PSA shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the PSA.

**15. Verification of records & preservation of records**

- a. PSAs will be required to produce all original documents kept in their office for verification by authorized staff of the Bank whenever they visit PSA's Office for inspection or any external inspecting authorities of Government. PSAs will also be required to produce the documents whenever called for by the Bank.
- b. The Bank as well as any regulatory/ Inspection authority shall have the right to access all books, records and information relevant to the PSA & its employees deployed with the Bank and shall have the right to cause an inspection on the PSA's office & training

infrastructure and audit the books & records as relevant to the services provided to the Bank.

- c. The PSA shall preserve all the data and documents pertaining to their employees deployed with the Bank for not less than Five years and shall make them available to the Bank, if a need arises.

#### **16. Claim for Employment in Bank**

- a. The PSA's employees shall not claim any employment relationship with the Bank under any circumstances. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the Bank that he is an employee of the PSA and the written undertaking in original shall be given to Bank's office, where he is deployed.
- b. The security guards deployed by the selected PSA under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, part time/ confirmed employees of the Bank, during and/or after expiry of the contract. In case of termination of the contract also, the security guards deployed by the PSA shall not be entitled to any or /and will not have any claim for absorption or relaxation for absorption in the regular / otherwise, in any capacity in the Bank.
- c. The PSA's employees deployed for the security of the branches / Administrative units as per the terms of this agreement shall always be treated as the employees of the PSA only and will not have any right to seek employment in the services of the Bank. It is to be clearly understood and agreed that under this agreement, no relationship of Bank or employee is created between the Bank and personnel engaged and deployed by the PSA. It will be the responsibility of the PSA to pay wages to its personnel and to ensure compliance of all the Labour laws applicable.
- d. The Bank will have Privity of contract only with the PSA and will give instructions to it only and will have nothing to do or concerned with the conditions of the employment of the personnel /employees and deployed by the PSA.
- e. The Bank will not have any connection with the personnel engaged and deployed by the PSA and neither any of its officials will supervise or dictate the manner of execution of the work to the personnel. The PSA shall obtain written undertaking from each of the PSA's employees deployed with the Bank that he is an employee of the PSA

and the written undertaking in original shall be given to Bank's office, where he is deployed.

## **17. Dispute Resolution And Jurisdiction**

- a. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of India without regard to any principles of conflicts of laws thereof. In case of any disputes, differences the parties shall have the exclusive jurisdiction of Courts of Bangalore.
- b. All differences, disputes, issues relating to interpretation of any clauses and claims whatsoever arising out of or in any manner related to any provision of this Agreement including any failure of the Parties to reach an understanding under any provision of this Agreement shall be settled amicably through mutual discussion and negotiation between the Parties. If no settlement to dispute(s) or difference (s) can be reached through amicable negotiation between the Parties within 30 days of such reference, the Parties shall approach the appropriate Court of Law. However, upon mutual consultation, the Parties may also have an option to refer the dispute(s) or difference(s) for settlement by Arbitration.
- c. If the parties mutually opt for Arbitration, the same shall be conducted as follows:
  - i. There shall be a Single Arbitrator as mutually decided by the Parties.
  - ii. If the parties are unable to appoint a Single Arbitrator on mutual basis, then each Party shall nominate one Arbitrator each, who shall jointly appoint the third Arbitrator (umpire). The majority of such Arbitrators shall be final and binding on the parties.
  - iii. The Proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.
  - iv. The costs of the Arbitration shall be borne equally by both Parties.
  - v. Any arbitration shall be confidential and neither you nor the bank may disclose the existence, content or results of any arbitration, except as required by law or purpose of enforcing the arbitration award.

- vi. The arbitration proceedings shall be in English. The place of Arbitration shall be Bangalore and Courts at Bangalore shall have exclusive jurisdiction over the matters covered.

**18. General Contractual Terms:**

- a. To ensure better standard and quality of guards provided by Private Security Agency, preference shall be given to Ex-Servicemen Guards. The ratio between the Ex-Servicemen Guards and other Guards to be maintained at 50:50 percentage.
- b. The selected PSA shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency.
- c. PSA shall provide the names of PSA's employees to the Security Cell before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's employees deployed at first party's premises from time to time along with their latest photographs, thumb impression & signatures.
- d. Neither the PSA nor any of the PSA's Employees will have any claim against the Bank for any liability arising out of any commission/ omissions caused by the PSA's employees while on duty.
- e. The PSA's Employees deployed for the security of the E-Lounge /ATM / Branch/ Admin unit as per terms of this agreement shall always be treated as employees of the PSA only and will not have any right to seek employment in the services of the Bank. There shall be no relationship whatsoever between the Bank and the PSA's employees. PSA shall also make it clear to PSA's employees that they shall not, under any circumstances, claim any right of employment from Bank and the PSA shall continue to be their Bank.
- f. The Bank as well as the Reserve Bank of India shall have the right to access all books, records and information relevant to the selected PSA's employees deployed with the Bank and shall have the right to cause an inspection on the selected PSA's office & training infrastructure and audit the books & records as relevant to the services provided to the Bank.
- g. The selected PSA shall preserve all the data and documents pertaining to their employees deployed with the Bank for not less than three years and shall make them available to the Bank, if a need arises.
- h. The PSA shall observe the strictest confidentiality in respect of all matters relating to the implementation of this tender. All the information under this tender will be treated as confidential and shall

not be disclosed to any third party unless otherwise agreed by the non-disclosing party. Nothing in this tender shall however be deemed to prohibit disclosure of any confidential information required under law, under a court order or by any regulatory or governmental authority. The obligation to maintain secrecy shall survive the termination of the agreement.

- i. The PSA shall agree to notify the Bank within two (2) business days in writing of any discovery by them of any breach or suspected breach of the provisions of this Tender or any loss or unauthorized use, disclosure, acquisition of or access to any Bank's Confidential Information and/or bank's business systems of which the PSA becomes aware. The PSA shall promptly take all appropriate or legally required corrective actions, and shall cooperate fully with Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.
- j. Any publicity by the PSA in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## **X. PERFORMANCE GUARANTEE (PG)**

1. The successful bidder shall be required to deposit a Performance Guarantee / Security in the form of FD (with lien marked in the name of The Assistant General Manager, Canara Bank, Premises & Estate Section, Circle Office, Bengaluru worth 3% of Annual Charges pertaining to the Branch based on the rates prevailing at the time of empanelment (Rounded upto next Ten Thousand from the total value) along with the Contract as Performance Security.
2. Failure at the part of the firm to deposit the PG within stipulated time will make the Empanelment Null and Void.
3. The validity of PG will be for 36 months from the date of signing of the Contract.
4. Performance Guarantee will be discharged after completion of bidder's performance obligations under the contract.
5. If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Bank to invoke and forfeit either whole or any part of performance Guarantee furnished by the bidder as compensation for any loss resulting from such failure.
6. The PG shall be invoked and forfeited in case PSA fails to perform

his duties to the satisfaction of the Bank and / or defaults in payments to the personnel deployed or fails to fully / partially meet obligations related to Labour Laws, EPF/ ESI norms or any other statutory requirements.

7. The PSA will have to furnish the PG either
  - a. In the form of PG on the proforma to be prescribed by the Bank at the time of awarding the contract.
  - b. In the form of Fixed Deposit with any branch of Canara Bank with lien marked as specified above.

## **XI. PENALTY**

1. In case the PSA is not able to provide proper support, Penalty clause shall be applicable as per details given below. The penalty will be levied over and above related recoveries if any.

	<b><i>Nature of default</i></b>	<b><i>Penalty(In Rs)</i></b>
a.	Failure of PSA to provide Guards at allotted sites within 05 days from date of award of work	Rs. 1000/- per week or part thereof for each site
b.	Late Reporting by the Guard	Rs 100/-per day
c.	Non reporting by the Guard	Rs. 500/-per day*
d.	Refusal of duties by the guard which is specified in the contract	Rs. 200/-per instance
e.	Non-observation of dress-code and turn-out	Rs. 500/-per instance
f.	Change of security guards without prior Permission from Bank.	Rs. 500/-per instance
g.	Non-payment of wages to the guard as per wage chart	The amount not paid will be recovered along with 10% as penalty.
h.	Non-Adherence of any other contractual obligations, unless and until bank is informed in advance and permission in written is obtained from Bank.	Rs. 500/-per instance
i.	Any breach of contractual obligations of serious nature <b>Or</b>	Withdrawal of any Guard Post/ Guards from the PSA responsibility thereby

	Non-responsiveness of CO's directions under the ambit of the Contractual T & C	reducing the stake of the PSA as far as number of Guard deployment is considered.
j.	Highly serious violations of the Contractual obligations as well as repetition of any violation as specified above.	Withdrawal of all Guards, without any notice period / de-empanelment with forfeiture of PGs / recommending for black-listing with IBA.
k.	Any other aspects specified in the RFP related to Penalty	Penal action as per the clause referred

**2. If the security services are not provided for continuous 3 days, or repeated defaulting of above instances by the PSA, Bank may impose further penalty as below.**

- a. Reduction/removal of Guard Sites/Guards with one month notice and awarding the same to other PSA (Banks discretion)**
- b. Termination of the Contract and forfeiture of the PGs**
- c. de-empanelment,**
- d. black listing from Bank / Letter to IBA**

- 3. In case, if there is any withdrawal / reduction of guards from any PSA in view of any penalty as specified above, the advantage of distribution ratio to L1 to L4 will not be applicable.
- 4. The Bank reserves, the right to encash the PGs deposited by the PSAs in case if it finds any serious deviation in the terms and conditions specified above. The Bank shall give the reasons in writing to the PSA pointing out the deviations while invoking the Performance Guarantee.
- 5. Bank shall also take-up case with IBA for blacklisting in all such cases and with government authorities for cancellation of PSARA, if any violation is against government directives.

**ASST. GENERAL MANAGER  
(PREMISES & ESTATE SECTION)**

\*\*\*\*\*

## **XII. ANNEXURES**

### **Annexure -1 :Tender Acceptance Form**

**(Letter to the Bank on the Bidder's letterhead)**

**To**

**The Asst. General Manager  
P& E Section,  
Canara Bank Head Office  
112, J C Road, Bangalore**

**NAME OF WORK: HIRING OF PRIVATE SECURITY AGENCIES FOR  
PROVIDING ARMED/UNARMED GUARDS TO CANARA BANK HEAD  
OFFICE BANGALORE**

With reference to your RFP No.

.....Dated.....,we.....having examined the RFP document and understood its contents, hereby submit our Application for the aforesaid project. The Application is unconditional and unqualified.

I/We have read and examined the RFP. Schedules, Annexures, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, and all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Canara Bank within the time and in accordance in all respects with the instructions in writing referred to in General Rules and Directions and in Clauses of contract.

I/We agree to keep the tender open for hundred and twenty days from the due date of submission thereof and not to make any modifications in its terms and conditions.

*Seal of the Company & Date*

*Signature of Authorised Signatory*

A sum of **Rs.** \_\_\_\_\_ is hereby forwarded in the form of **FD** of ..... Bank, or BG from .....as Earnest Money Deposit. If I/We, fail to commence the work specified I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses of the tender form.

I/We hereby declare that I/We treat the tender documents as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudiced to the safety of the state.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

**Shri.** \_\_\_\_\_, **Partner/Proprietor/** \_\_\_\_\_, is the person authorized to negotiate commercial and technical terms and conditions and sign on behalf of the firm any Agreement, Bills and receipts for this work.

I/We agree that should I/We fail to deposit the full amount of initial security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Canara Bank and the same, may at the option of the Canara Bank be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

*Seal of the Company& Date*

*Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorized Signatory*

*Signature - Witness 1*

*Name, Designation, Mobile and Email ID of Witness1*

*Signature - Witness 2*

*Name, Designation, Mobile and Email ID of Witness2*

*Seal of the Company & Date*

*Signature of Authorised Signatory*

## Annexure-2 : Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S No	Item	Details	Document Submitted (Please mention section and page number and highlight the key attribute)
1.	Name of bidder Company		
2.	Constitution of the Company		
3.	Company Registration Number,		
4.	GSTN		
5.	PAN Number		
6.	Date of incorporation/commencement of Business		
7.	Certificate of incorporation		
8.	Complete mailing address of the Registered office / Corporate office		
9.	Whether MSME (quote registration no.and date of registration, copy to be attached)		
10.	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)		
11.	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable)		
12.	Office Telephone		
13.	Fax numbers		
14.	Official Email –ID		

Seal of the Company & Date

Signature of Authorised Signatory

15.	Website Address		
16.	Name of the person authorized to make commitments to the Bank		
17.	-do- designation,		
18.	-do- Authority		
19.	-do- contact number		
20.	-do- Mobile number		
21.	-do- E-mail Address		
22.	Name of the person authorized (alternate contact/ secondary contact) to make commitments to the Bank		
23.	-do- designation,		
24.	-do- contact number		
25.	-do- Mobile number		
26.	-do- E-mail Address		
27.	Beneficiary Bank Details		
28.	Beneficiary Name		
29.	Beneficiary Account Number		
30.	Type of Bank Account (Current/OD/OCC etc.)		
31.	IFSC Code		
32.	Beneficiary Bank Name & Branch address		
33.	Whether any of the family members of Directors / Majority share holder / Authorized signatory working with the Bank	If yes, please provide details.	
34.	Brief Description about the business profile, client profile and after sales service facilities extended by the Company		
35.	Whether company has been blacklisted for service deficiency in last 5 years. If yes, details thereof.	Yes/No Details (if option is 'Yes')	
36.	Any pending or past litigation (within three years)? If yes please give details	Yes/No Details (if option is 'Yes')	

37. Financial Position of Bidder for the last three financial years

	2018-19	2019-20	2020-21
<b>Profit After Tax</b>			

Seal of the Company & Date

Signature of Authorised Signatory

<b>Net Worth</b>			
<b>Turnover</b>			

38. Registration / Empanelment with Government / Public Sector / Banks / Corporate if any (Copy of valid registration / empanelment copy should be enclosed)

<b>NAME OF THE ORGANISATION</b>	<b>NUMBER OF GUARDS DEPLOYED</b>	<b>NUMBER OF GUN MEN/ ARMED GUARDS DEPLOYED</b>	<b>VALUE OF WORKS</b>	<b>VALIDITY OF THEIR CONTRACT</b>

39. What are your fields of activities? Mention the fields on preference Basis

<b>SNo</b>	<b>Activities</b>

40. Details of the Assignments undertaken during the last 3 years to meet the Eligibility Criteria as specified in **Para IV.(1).(o)**.

<b>Sl. No</b>	<b>Name of the Organization for which the Assignment was undertaken</b>	<b>Address, concerned office and telephone number of the Organization</b>	<b>Nature of work (in brief)</b>	<b>Location of the assignment</b>	<b>Date of commencement &amp; Completion.</b>

41. Key personnel permanently employed in your organization:

<b>Sl. No</b>	<b>Name</b>	<b>Qualifications</b>	<b>Experience</b>	<b>Particulars of work done</b>	<b>Employed in your firm since</b>	<b>Any other</b>

Seal of the Company & Date

Signature of Authorised Signatory

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- 42 Furnish the names of three responsible clients / persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

- 43 Furnish the details of AWARDS, CITATIONS, etc., received in recognition of your services in projects designed / associated

YEAR	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which such award was received

- 44 Furnish the details of relatives as specified in **Para V.(1).(p)**

SNo	Name of Bank Staff	Designation	Place of posting	Name of PSA Staff	Designation	Relation

44. DETAILS OF TRAINING CENTRE WITH ITS ADDRESS AND DETAILS OF TRAINING OFFICER:

45. Name of Person and contact No. In State / Local office and number OF SUPERVISORY STAFFS LIKE FIELD OFFICERS , OPERATION MANAGERS and other superisory staffs in that particular state where tender is called upon.

46. DETAILS OF EMD attached:

S.No	NAME OF BANK ISSUED	DD NUMBER & DATE	FAVOURING	AMOUNT

Seal of the Company & Date

Signature of Authorised Signatory

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47. DECLARATION:

- a. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- b. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / ENCLOSUREs.
- c. I / We agree that the decision of Bank in selection will be final and binding to me / us.

*Seal of the Company & Date*

*Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorized Signatory*

### **Annexure-3 : Format of Agreement**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year **2022**

**BETWEEN,**

**Canara Bank** a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore-560002 represented by, **The Assistant General Manager, Premises & Estates Section, Canara Bank Circle Office Bangalore**, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

**AND**

Shri/M/s \_\_\_\_\_ S/D/o \_\_\_\_\_  
resident of \_\_\_\_\_  
the sole proprietor of **M/s** \_\_\_\_\_ having  
office at \_\_\_\_\_  
\_\_\_\_\_/the partnership firm represented by its Managing / duly  
authorised partner, having an administrative / principal office  
at \_\_\_\_\_  
/ a company / body corporate being its registered office at  
\_\_\_\_\_

duly represented at \_\_\_\_\_ duly represented by its  
constituted and authorised Managing Director, Shri \_\_\_\_\_  
and (hereinafter called the PSA) of the other part.

**WHEREAS** Bank had issued a Request for Proposal (Ref No \_\_\_\_\_  
dated) herein after termed as 'RFP' for \_\_\_\_\_;

**WHEREAS** the PSA has submitted his proposal in response to the RFP  
and Bank has accepted the proposal of the PSA in this regard;

**WHEREAS** Bank has issued a Work Order (Ref No \_\_\_\_\_ dated  
\_\_\_\_\_) to the PSA and he has accepted the same.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,

- (a) The Request for Proposal (Ref No        dated        )
- (b) Amendments to the RFP, if any; and
- (c) The Work Order

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, complete and perform the assignment in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said PSA, \_\_\_\_\_  
to bank \_\_\_\_\_ in the presence of:

**(Authorised Signatory  
Canara Bank)**

Name:

Designation:

Email ID:

Mobile No:

**(Authorised Signatory  
PSA)**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 1**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 1**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 2**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 2**

Name:

Designation:

Email ID:

Mobile No:

Seal of the Company & Date

Signature of Authorised Signatory

## **Annexure-4 : Format for BG - EMD**

**To**

**The Assistant General Manager, Premises & Estates Section, Canara Bank Circle Office Bangalore, 86, Spencers Tower, MG Road Bangalore- 560001**

WHEREAS \_\_\_\_\_(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_(hereinafter called "the Tender") in favour of **CANARA BANK**, \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch / office at \_\_\_\_\_(hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2022  
SIGNATURE & SEAL OF THE BANK

## **Annexure-5 : Format for BG – Performance Guarantee**

Guarantee No.....  
Amount of Guarantee Rs.....  
Guarantee cover from Dated: .....  
To Dated: .....  
Last Date for Lodgment of claim: .....

**To**

**The Assistant General Manager, Premises & Estates Section, Canara Bank Circle Office Bangalore, 86, Spencers Tower, MG Road Bangalore- 560001**

In consideration of ..... (hereinafter called "Beneficiary") having agreed to exempt ..... Ltd., having its Registered Office situated at ..... (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees ..... only) under the terms and conditions of an agreement dated ..... (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees ..... only), at the request of the obligator \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch at ..... (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees ..... only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand

*Seal of the Company & Date*

*Signature of Authorised Signatory*

in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees ..... only)
  - (ii) This Bank Guarantee is valid upto ..... and
  - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

*Signature*

*Name, Designation, Mobile and Email ID of*

*Authorised Signatory*

*Seal of the Company & Date*

*Seal of the Company & Date*

*Signature of Authorised Signatory*

## Annexure-6 :Pre-Contract Integrity Pact

### PRE CONTRACT INTEGRITY PACT

#### *Between*

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ 2022 , between, **CANARA BANK** hereinafter referred to as "**The Principal**", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_ , (Designation of the officer) representing \_\_\_\_\_ , of the BUYER, of the FIRST PART

#### **AND**

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "**The Bidder/ Seller/ Contractor/ Service Provider**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

The Principal intends to award, under laid down organizational procedures, contract/s for . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

*Seal of the Company & Date*

*Signature of Authorised Signatory*

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below

-

- (1) Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.

- b) To forfeitfully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of \_\_\_\_\_ (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.

- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

## **Section 6 - Equal Treatment of all Bidders/ Bidder / Contractors/ Bidder / Contractors**

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidder / Contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

## **Section 8 - Pact Duration**

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Chief General Manager, CANARA BANK Circle Office, Bengaluru.

## **Section 9 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. 86, Spencers Towers, MG Road, Bengaluru.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty /Guarantee etc. shall be outside the purview of IEMs.

**BUYER (CANARA BANK)**

**BIDDER (PSA)**

**(Authorised Signatory  
Canara Bank)**

Name:

Designation:

Email ID:

Mobile No:

**(Authorised Signatory  
PSA)**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 1**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 1**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 2**

Name:

Designation:

Email ID:

Mobile No:

**Witness: 2**

Name:

Designation:

Email ID:

Mobile No:

Seal of the Company & Date

Signature of Authorised Signatory

## Annexure-7: Indemnity Format

THIS DEED OF INDEMNITY executed at ..... (Place) on this ..... day of .....month of year two thousand and .....**(2022)** By.....(herein after called the PSA) duly represented by proprietor/one of its partners/director Sri ....., aged.....years, son of Sri.....residing at .....

In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore – 560002 & represented by its Circle Office Bengaluru.

Whereas the contractor had applied for the tender .....

Whereas the tender submitted by the contractor for the above mentioned work was accepted by Canara Bank and the work of ..... has been awarded in favor of the contractor vide Ref No .....

And whereas for undertaking the work warded as per the above noted reference, the contractor has entered into contract with Canara Bank on .....

Now this Deed Witnessed that in pursuance of the aforesaid contract **dated** ..... and in consideration of Canara Bank having agreed to make payment on the bills claimed by the contractor herein based on the works completed in respect of the above referred contract, the contractor hereby indemnifies and keep harmless Canara Bank & its Architect/consultant and its officials/staff from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the contractor, non-compliance of safety rules, regulations, instructions by the contractor and mishaps occurring at the site due to faulty work executed by the contractor.
- ii) Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the contractor.

Further, the Contractor indemnifies to protect and save Canara Bank & its Architect/consultant and its officials / staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the contractor.

All Indemnities shall survive notwithstanding expiry or termination of the contract and contractor shall continue to be liable under the indemnities.

There is no limit to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

*Seal of the Company & Date*

*Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorised Signatory*

*Seal of the Company & Date*

*Signature of Authorised Signatory*

## Annexure-8 :Non-Disclosure Agreement

This agreement (the "**Agreement**") is entered into on this \_\_\_\_day of\_\_\_\_ between;CANARA Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Bangalore represented by\_\_\_\_\_herein (hereinafter called **Disclosing Party or the "Bank"**),

And \_\_\_\_\_  
with and address at\_\_\_\_\_ (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of(*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, Security strategies / policies, business plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) Any footage Video Image / still image, voice or any other form of data related to CCTV & Sensors installed as part of CMS
- (vi) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Seal of the Company & Date

Signature of Authorised Signatory

(b) The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

(c) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

## **2. Disclosure of Confidential Information.**

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively **“Representatives”**) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this agreement.
- (v) not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from

unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

### **3. Use of Confidential Information.**

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

### **4.Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank , at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

1. **Term:-**This Agreement shall remain in effect for a (\* duration of the *Original Agreement plus 10 years*).Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

2. **Remedies:-**Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any

Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

3. **Return of Confidential Information:** -Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

4. **Notice of Breach:**-The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

**5. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this

Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

## **6. Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank . Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this agreement.

**7. Effective Date of the Agreement:** This Agreement shall be effective upon its execution by both the parties.

## **8. Miscellaneous.**

- (i) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (ii) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- (iii) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (iv) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (v) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to

the address of the other party first indicated above, or as amended time to time as per provisions in the SLA.

- (vi) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (vii) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- (viii) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-(Bank) Signature: Name:  Title: (Authorized Signatory)  <u>Witness1: Signature: Name:</u>  Address:  <u>Witness2: Signature: Name:</u>  <u>Address</u>	SIGNED for and on behalf of :-(Company ) Signature: Name:  Title: (Authorized Signatory)  <u>Witness1: Signature: Name:</u>  <u>Address</u>  <u>Witness2: Signature: Name:</u>  <u>Address</u>
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## Annexure-9 : TECHNICAL BID RATING CHART

(Rating Chart & Sample Sheet For Arrival On L1)

<b>Sl. No</b>	<b>Evaluation being done for</b>	<b>Maximum Points</b>	<b>Points Awarded</b>	<b>Remarks please write details</b>
1.	<i>Training infrastructure</i>	12		
2	<i>Supervisory infrastructure</i>	9		
3.	<i>Gun License and Retainer ship</i>	6		
4.	<i>System of verifying antecedent of the guards</i>	12		
5.	<i>ISO certification</i>	3		
6.	<i>Total Numbers of Guards in Bangalore</i>	12		
7.	<i>Registered with Director General Resettlement, MoD</i>	2		
8	<i>Timely payment of Salary to the guards and Statutory payments like EPF, ESI etc.</i>	2		
9.	<i>Feedback from Customer/client base By Canara bank</i>	18		
10.	<i>Service network – (Total Branch Offices of PSA)</i>	12		
11.	<i>Experience in the field</i>	12		
<b>Total</b>		<b>100</b>		

## **SAMPLE SHEET FOR CALCULATING L1**

Method of selection of L1 bidder based on scoring Matrix (worked on 60:40) basis.

Applicant	Marks for Technical Evaluation out of 100	Marks Allotted for Technical Bid	Rate quoted including services charges (excluding taxes)	Marks Allotted for Financial Bid	Total Marks and Position
A	84.00	54.8	24000	35	89.8
B	90.00	58.7	22000	38.2	96.9
C	87.00	56.7	21000	40	96.7
D	92.00	60.0	23500	35.7	95.7

### **Above scoring is done on PERCENTILE basis as under:**

Technical Evaluation: Highest marks i.e.92 will have full weightage of 60 marks . Remaining will be arrived at as under:

for “A” :  $84/92 \times 60 = 54.8$

Price Evaluation: Lowest is Rs.21000. Hence Full weightage of 40 marks. Remaining will be arrived at as under:

For “C” :  $21000/24000 \times 40 = 35.0$

Total score:

A: 89.8 percentile

B: 96.9 percentile

C: 96.7 percentile

D: 95.7 percentile

Offer of B will be considered as L1 price

## Annexure-10 :Financial Bid

**(All amounts shown in the format, other than Services Charges shall be as per Govt. directives in force)**

### **A. UNARMED SECURITY GUARDS & ARMED GUARDS**

Sl. No	Payment Details	UNARMED GUARDS	ARMED GUARDS
1.	Basic +Variable Dearness Allowances (VDA) (8 hrs X 26 Days)		
2.	Employees Provident Fund (EPF) & Employees Deposit Linked Insurance (EDLI) & Admin Charges to PF & EDLI Authority @ 13 % of Sl. No.1 ( Max up to ceiling of Rs.15,000)		
3.	Employees State Insurance (ESI) @ 3.25 % of Sl. No.1		
4.	Bonus @ 8.33% of Sl. No.1		
5.	TOTAL A (Sl. Nos. 1+2+3+4)		
6.	1/6 th Reliever Charges of Sl. No. 5		
7.	Fixed Special duty allowances for Supervising duties ( Mandatory only for Ex Servicemen Armed Guard)	NIL	3000.00
8.	TOTAL B (Sl. Nos. 6+7)		
9.	TOTAL C = (A) + (B) (i.e.Sl. No 5+8)		
10.	Service Charge at ____% of Sr.No.9 (should not be less than <b>4.2</b> %)		
11.	<b>TOTAL</b> (08 Hours / Guard / Month) ie Sl.No. 9+10		

**PLEASE NOTE: TDS and GST TDS will be deducted. After the deduction of TDS and GST TDS the net amount payable by the Bank to the PSA excluding applicable GST thereupon shall not fall below rates as per the Central Minimum Wages Act,1948.**

**THE RATES MENTIONED ARE EXCLUDING APPLICABLE GST**

Seal of the Company& Date

Signature  
Name, Designation, Mobile and Email ID of  
Authorised Signatory

Seal of the Company & Date

Signature of Authorised Signatory

## Note

1. Basic Pay, VDA, EPF, ESI & Bonus are mandatory charges and should conform to the relevant legal/statutory provisions of Central Minimum Wages directives in vogue.(Proof i.e copy of notification issued by Govt. to be enclosed). For Supervisor category, minimum wages of unarmed security guard to be quoted with Fixed Special duty allowances for Supervising duties (Mandatory) as given above in Price bid.
  2. Basic & VDA gets revised from time to time, by the Govt. for employment of Watch & Ward Staff. Any changes in minimum wages / statutory payments like EPF, ESI notified by the Govt. from time to time shall be paid by Bank. However, the service charge will remain the same during the currency of the contract period.
  3. The areas A, B and C shall be as per Notification issued, and revised from time to time, by the Government.
  4. Pro-rata bonus payment as per norms and eligibility to be paid every month by PSA and shown in wage slip. PSA is free to give higher amount of bonus, however for the purpose of evaluation of tender the bank will consider only as per Government of India notification.
  5. National Holidays will be paid as per government guidelines and should be reflected in the monthly bills.
  6. TDS at the rate of 2% and GST TDS @ 2 % (or as applicable) will be deducted from the total amount payable to the PSA. However, the PSA should not reduce the tax portion while paying the wages to their guards i.e. even after deduction of TDS/GST TDS, the amount paid to the Guard should **not fall below Minimum Wages fixed as per the Central Minimum Wages Act,1948.**
- a. **IMPORTANT NOTICE:- The Financial Bid envelope as specified in Annexure-10 shall contain only this annexure in PSA's Letter head, duly filled and signed by the Authorized Signatory. Any violation in this direction shall result in disqualification.**

Signature  
Name, Designation, Mobile and Email ID of  
Authorised Signatory

Seal of the Company & Date

Seal of the Company & Date

Signature of Authorised Signatory

## **Annexure-11: General Requirement/Terms of Service**

1. The PSA shall ensure that the security guards deployed conform to the STANDARDS prescribed in the Private Security Agencies Rules framed by the respective State Governments/ Union Territories.
2. The PSA shall ensure that the guard will report to Bank's designated office and guard will function under their general directions. The authorized representative of the PSA will introduce their security staff to such Officer in this behalf for the operation of the agreement by Bank for his verification and satisfaction before their deployment and the PSA shall furnish the complete particulars / bio-data (names, permanent & local addresses) of security personnel along with latest passport size colour photo duly attested by the Gazetted Officer or the PSA, thumb impression & signatures of the guards before deployment including the copy of arm license, wherever applicable. This exercise shall be mandatorily repeated whenever a new guard reports to a site, even in case of temporary reliever.
3. There will be no enhancement in rates/charges during the period of empanelment unless and until specified separately. No other charges shall be payable to the PSA, except the agreement amount.
4. The PSA shall furnish the following documents in respect of each security guard deployed, before the commencement of contract :
  - a. List of trained security guards identified/selected by agency for deployment with Bio data i.e., date of birth, age, qualification address etc. (KYC documents).
  - b. Training certificate issued by training /institute /organization.
  - c. Certified copy of the character certificate.
  - d. Undertaking of the Guard – with reference to **Para IX.16.a**
  - e. Medical certificate as specified in this RFP
5. In case, the security guard deployed by the PSA commits any act of omission / commission resulting in loss/damage to the Bank, the PSA shall take appropriate disciplinary action against such personnel immediately on being brought to their notice, failing which it would amount to breach of contract and may lead to termination of contract. The Bank is also not precluded from

taking action on its own against the security guards and the PSA if the act and omissions of the security guard result in loss/damage as aforesaid.

6. The PSA shall ensure that the guards shall be deployed at the branch/ATMs/ Admin Office as per the duty schedule given by the Bank and for the office/quarters etc as per the Bank duty schedule given by Bank.
7. The PSA should, at his own expense, provide proper uniform and other accessories, to the security guard deployed at the branch/ Admin office sites as given in the conditions of the tender other than those which are stipulated to be supplied by Bank, if any. No personal items will be supplied by the Bank. The Security Guards shall also be provided with an identity card having the photograph of the person and personal information such as name, designation, address and identification mark etc.
8. The PSA should, at his own expense, designate/deploy a field officer at its own cost, as per labor laws, who would regularly interact with officers of the Bank for better co-ordination, utilization of services, so as optimal manpower deployment etc., could be addressed. The security supervisor/field officer is to be provided exclusively for supervising the security guards deployed with Bank and he shall report to the concerned branch/officer in charge/official at least once a week for the purpose of briefing the developments. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by branch/office. Bank will not be liable for separate payments for this arrangements and the cost of such arrangements shall be borne entirely by the PSA.
9. Bank shall have the power to make alteration in, omissions from, additions to or substitutions for the original number of guards to be posted and instructions that may appear to him to be necessary or advisable during the progress of the work.
10. Bank at its own discretion may increase or decrease the number of Security guards during the currency of the contract. All terms and condition of the contract will be applicable for the above said

change in number of guards.

11. It will be the responsibility of the PSA to provide accommodation, transport, food, medical and any other requirement for their personnel deployed. The Bank will have no liability what so ever in this regard at any stage.
12. The security guards of the PSA shall be required to work in shifts of 8 hours duration (including lunch / dinner recess) on all seven days with staggered weekly off in administrative offices. The general duty hours of each guard shall be 8 hours per day.
13. The security guard deployed shall be required to report for work at specified shift duty hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift/day, the PSA shall immediately inform the Bank and make alternate arrangements for ensuring deployment of security guard.
14. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest if any, arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days make good in the cash or Guarantee Bond of a Scheduled Bank other than Bank in favour of the Bank or fixed deposit receipt tendered by the Bank (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.
15. The PSA shall be responsible for arranging and maintaining at his own cost all facilities for workers and all other services as required for undertaking the specified work unless otherwise specifically provided for in the contract documents.
16. The PSAs shall provide security guards of the age below 45 years &

preferably from local area / State with knowledge of local language and English and preferably Ex servicemen.

17. The PSA should be able to provide security guards, with minimum educational qualifications of 10th class.
18. The PSA s shall not engage any person who is below 18 years of age.
19. The PSAs shall deploy the required number of guards on each shift to discharge the specified activities.
20. The PSA shall engage only security guards who are in good health, active, physically & medically. They should not be suffering from any infectious disease. The guard should be physically fit in all respects, i.e should not be in Low Medical Category i.e. Medical category recorded in discharge book of ex-servicemen/ex-Para military personnel will be considered valid for 2 years from date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the PSA. Certificate of medical fitness from a Medical Practitioner (having at least MBBS qualification) in respect of each and every deployed guard will be required to be produced by the PSA every year on or before 31 Mar.
21. The supervisory mechanism of the PSA should be such that the Supervisor visits the Branch / Office where an armed guard / security guard is deployed, at least once in a week, seeks feedback from the Branch / office incumbent, submits its visit remarks in the guard duty register kept at the Branch and initiates corrective / remedial measure, if required. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by reporting official.
22. The personnel so deployed by PSA shall be under the direct control and supervision of the PSA.
23. The PSA shall engage guards having adequate knowledge and experience in use / handling of portable fire extinguishers and

shall take necessary proactive preventive action in case of activation of fire alarm system or in case of a fire in the Branches / Admin Units.

24. PSA shall ensure that security guards possessing the required skill and training shall only be deployed at the Branches / Admin Units.
25. The PSA shall ensure that the PSA and their employees deployed with the Bank shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 of Government of (Karnataka State) Private Security Agencies Rules, and rules framed thereafter.
26. The Personnel deployed by the PSA shall maintain a high standard of discipline, turnout and alertness. Therefore the PSA shall adhere to the instructions from the Bank from time to time and ensure deployment of only well trained able bodied guards of age group above 18 years for guarding Bank's Branches / Administrative units.
27. The PSA will ensure that at no point of time during the prescribed duty hours of the guard, the guard will leave his duty area or absent from his place of duty without a reliever. The PSAs will arrange to send a substitute whenever the regular guard/s is /are absent or on leave or completes his shift etc.
28. The guards shall remain alert during their working hours to prevent any Theft/ Burglary/ Robbery/ Dacoity / Fire and other untoward incidents.
29. The guards reporting for duty will report to Branch / Admin Unit In charge as per the timings in the duty roster and sign in the duty register maintained at the site.
30. PSA shall maintain duty register for each PSA's employees and get the register checked by the Bank's branch/office daily, along with timings. In case a PSA's employee is found absent from the place of his duty, the pro-rata payment for the day's absence will be

deducted from the payment due to the PSA.

31. PSA shall alone decide and be responsible for the leave or absence of the PSA's employees and Bank shall not in any way be responsible for sanction of leave, etc., to the PSA's employees.
32. The PSAs and the deployed guards shall be fully responsible to protect the premises of the Branches / Admin Units and its assets against burglary, theft, robbery, Dacoity and pilferage etc and also provide safety to the customer in the Branches / Admin Units premises
33. The PSA agrees that the duty of security guards is to keep a watch over persons visiting the Branches / Admin Units for the purpose of safety and security against infiltration and against removal of Bank's property by any unauthorized person and/or to watch and guard the above.
34. The PSA s shall change the guard immediately on instructions from the Bank if the posting of that particular guard is not acceptable to the Bank due to misbehavior, indulging in unlawful activities, inefficiency, intoxicated condition, alcoholic, physically/medically unfit, or any other reason concerning the safety and security of site, equipment and customers.
35. Bank shall not be responsible for providing food and/or transport to the staff / guards of the PSA. PSAs have to make their own arrangements.
36. Bank will not be responsible for any loss to the property or to persons of the PSA in the event of fire, catastrophe or civil commotion etc., if they occur.
37. The PSA shall get antecedents of all guards verified through local Police and submit the Police Verification report to the Bank for scrutiny before deploying the guards at the sites.
38. The PSA hereby undertakes to abide by the requirements of physical standards for the PSA's employees and their training as

prescribed in the Private Security Agencies (Regulation) Act 2005 and the rules framed there under.

39. The PSA shall ensure that all the PSA's employees are subjected to basic training & refresher training program on regular basis at its cost and the proof of the same to be submitted along with the Contract. The armed guards shall be imparted firing practice with their own guns during the annual training. Proper report regarding this shall be submitted to RO
40. The PSA shall ensure that the PSA's employees function under general directions of branch manager/Authorized official through PSA.
41. The PSA shall ensure that the guard shall wear full prescribed uniform with proper photo identity card.
  - a. All essential items for security purposes like torches, baton, whistle, shoes/rain boots, raincoats, first aid arrangement etc. shall be provided by the PSA at their own cost
  - b. The identity cards shall be produced on demands by the guards to any authority of the Bank or of Government.
  - c. The guards shall be smartly dressed, disciplined and shall maintain an apt turn-out with proper hair-cut and properly shaved while on duty.
42. The PSA shall ensure that the PSA's employees shall not accept any eatables, tea, coffee, tobacco, etc., from strangers. The PSA's employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during the duty hours. It will be the responsibility of the PSA to ensure such decorum and discipline of the guard during duty hours.
43. The PSA shall ensure that no familiarity develops between the PSA's employees and the Bank staff. Further, the PSA shall ensure that the PSA's employees do not indulge in any activities including money transactions, which may tarnish the image of the Bank.
44. PSA Guards are not the employees of Bank and hence they shall not claim any privilege which is entitled for Bank Staff.

45. The PSA should deal with any incidence/contingency/mishaps that may arise during the execution of contract.
46. The PSA must ensure that its employees entrusted to provide service to Bank are aware of the Official Secrets Act 1923 and adhere to it.
47. Valid Police Verification certificate for the guards deployed to be submitted along with the contract and to be renewed from time to time each year.
48. In case of any pilferage, damage or theft, the PSA or their representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss. The PSA will be wholly responsible for any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism, lethargic attitude or dereliction of duty by their security guards.
49. If act of an armed guard / security guard, whether deliberate or inadvertent, casual or negligent, being that of omission or commission causes any injury to a customer or staff or any individual or causes loss of property of Bank or of customer or of any individual, the compensation for the same in full will have to be borne by the PSA.
50. Media Interaction by the PSA/ Guards: No information of any kind is to be divulged to the media (press/ social media) including still photographs, video footage, any written document or any oral information. Any such disclosure of information would be viewed seriously and the Bank would be free to take any legal action against the PSA as deemed fit.
51. The PSA shall ensure that the guard shall be conversant with the use of fire extinguishers, fire hydrant system, security alarm system and other security gadgets and shall take necessary action in case of activation of alarm system /emergency.
52. In addition to their duty of providing security services i.e Guarding the

site against robbery/dacoity; the PSA guards will also be required to perform the following duties:-

- a. Checking and regulating visitors and maintenance of various prescribed document (Necessary entries be made in the records/registers).
- b. Checking of incoming/outgoing materials and vehicles at the gate.
- c. Prevention of losses from theft/pilferage/damage to Bank property.
- d. Assisting in case of strike/unrest of employees and shall render necessary and adequate assistance to Bank administration and also take necessary steps to control mob/unruly crowd.
- e. Render assistance in firefighting whenever fire takes place inside the premises or when called upon to do so. All personnel employed by the PSA should be suitable trained in firefighting techniques and handling of firefighting equipment and also first aid procedures.
- f. Prevention of misuse of water, electricity & other facilities by outsiders/un authorized persons and prevention of entry of stray animals into Bank's premises.
- g. Apprise the Bank administration of any lapses covered under the scope of this work and suggest remedial methods.
- h. Ensure cleanliness of the general area in & around the post of the duty.
- i. Ensure orderly marshalling & parking of both Bank & visitors' vehicles around the Bank's premises.

53. The PSA shall comply with all the provisions of laws of the land applicable while providing guards to the Bank.

54. It is clarified that.

- a. The guards deployed by the PSA during contract with Canara Bank shall not work in any other organization or shall not be deployed by the PSA to any other organization.
- b. If any such case comes to the notice during the agreement period, Bank shall have the right to impose suitable penalty on the PSA, which will be recovered from the monthly bills or security deposit or any other dues of the PSA.
- c. The PSA shall employ good and trained persons with good health and clean record and must have good working knowledge of English or Hindi or vernacular language.

- d. In case, any of the guard so provided is not found suitable by the Bank, the Bank shall have the right to ask for his replacement without giving any reason thereof.
  - e. It will be the responsibility of the PSA to ensure that approved strength is maintained at all the times and security services continue without any break.
  - f. The PSA will change the Guard immediately on instructions from the Bank if the performance of that particular guard is not acceptable or found physically/medically unfit and decision of the Bank is final in this regard.
  - g. The Bank reserves the rights to ask the PSA to remove any guard found not discharging his duties satisfactorily or of doubtful character and he will immediately remove such person / persons and provide replacement.
  - h. The Bank shall not provide any residential accommodation in the premises of the Bank or elsewhere for the security guards deployed by the PSA.
  - i. The duty points and retention of security guards deployed by the PSA will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the PSA will have to abide by such direction.
  - j. It may be distinctly understood that there shall not be any absenteeism by the security guards and in case of absenteeism an immediate replacement will be provided by the PSA. If any guard's replacement deputed by the PSA is unable to join his duty within two hours, such failure to join duty will attract penalty on the PSA. Such replacement guard shall also be subject to meeting the same standards as mentioned *ibid*.
  - k. The PSA shall give weekly off to their security guards and shall provide a reliever in their place wherever required as per Bank's requirement/norms. The PSA is required to conduct surprise check frequently at least twice a week during late hours and to see themselves that their guards are discharging duties faithfully and properly and also submit their report to the official identified by the Bank. No guard will be allowed to perform more than 8 hrs of duty in a cycle of 24 hrs and the duty hours will be strictly as per The Contract Labour (Regulation) Act 1970.
55. Neither the PSA nor any of their Guards will have any claim against the Bank for any liability arising out of any commission/omissions caused by the guard while on duty except the hiring charges payable to the PSA as per the contract.

56. In case of any property loss of Bank, Bank Staff or Bank customer while inside Bank's premises(Indoor) / injury to any one of Bank staff due to negligence of the PSA guard or due to dereliction of duty or inattentiveness or negligence of the guard, all liabilities arising out of such incident will be fully met by the PSA. Indemnity of Debts / loss occurred due to the acts of the guards will be with the PSA.
57. The PSA should ensure the rotation of the guards at the particular post at least once in six months with the prior permission from the Bank or on receipt of such advice from the Bank.
58. This Agreement with PSA can be terminated at the discretion of the Bank at one month's notice. further, if the PSA fails to meet the stipulations notified by central/state government under the private security agencies (regulation) Act, PSA shall be de-empanelled& services shall be terminated with immediate effect with our prejudice to our banks' (Bank) rights to take any appropriate action it may warrant.
59. The PSA may ensure the following
- a. All details as shown below are available with the security guard checking register for use in case of emergency to report to the concerned authorities.
  - b. Name & telephone numbers of in-charge / contact person of
    - i. Branch Manager / Authorized Person
    - ii. In-charge Officer of the Branch / Authorized Person
    - iii. Contact person of the AMC vendor for security gadgets
    - iv. Contact person of the AMC vendor for Firefighting equipment
    - v. Nearest police post / police station
    - vi. Nearest Fire station
    - vii. Supervisor / Field officer of the PSA
    - viii. Manager of the PSA
  - c. To submit all required documents like police verification, gun license, etc after getting verified along with original by the bank manager.
60. For all intents and purposes, the PSA shall be the "Employer" within the meaning of various Labour Legislations in respect of security guards so employed and deployed at Bank's ATM sites for guarding, on contract.

61. The PSA shall alone, be solely responsible for redressal of grievances/resolving of disputes relating to guards deployed. Bank, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any security guard deployed by the PSA in the course of his performing the functions / duties, or for payment towards any compensation.
62. The security guards deployed by the PSA shall not have any claim of Master and Servant relationship vis-à-vis Canara Bank. They also shall not have any Principal and Agent relationship with or against the Bank. The security guards of the PSA shall not be treated or considered as employees of the Bank and they shall not have any right to claim permanent employment with the Bank under any circumstances.
63. The security guards deployed by the PSA under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, part time/confirmed employees of the Bank, during and/or after expiry of the contract. In case of termination of the contract also, the security guards deployed by the PSA shall not be entitled to any or/and will not have any claim for absorption or relaxation for absorption in the regular/otherwise, in any capacity in the Bank.
64. The PSA shall alone be liable to pay compensation for any damage/death/injury sustained by the security guard or any other member of the PSA as sustained by them in the course of their work/duty at any site during the contract period.
65. In case, the PSA fails to comply with any statutory / taxation liability under appropriate law and as a result thereof, if the Bank is put to any loss/obligation, monetary or otherwise, Bank will be entitled to recover such damage/loss/deemed loss, either out of the outstanding bills or from the security deposit of the PSA.
66. The PSA will indemnify the Bank from all legal, financial, statutory, taxation and any other liabilities.
67. The aspects specified in the RFP document shall remain sacrosanct and valid for entire term of contract.
68. The Bank reserves the right to include / exclude any clause related to the PSA duty which seems required at that point of time with regard to the safety and security of Banks resources.

69. No guard shall be deployed for more than 8 hours in a day. Bank will not entertain any such deployment for more than 8 hours, and if, the PSA is deploying any guard on its own, it will be the responsibility of the PSA to provide all benefits including OT to the Guard. The bank will have no liability what so ever in this regard at any stage, and will not pay the PSA any extra amount. In case of any exigencies, authorized Bank official will place a formal request to the PSA for extra duty which will be compensated accordingly.

**IN CASE THE GUARDS POSTED AT ATMS (IN ADDITION TO NORMAL SECURITY DUTIES & THOSE SPECIFIED ABOVE):**

70. The PSA shall ensure that the guards deployed at the ATM site are well versed with the operations of the ATM, access Control, and Fire Extinguishers etc.
71. The PSA shall ensure that the guard deployed at the ATM site are checked by their supervisor regularly and enter their remarks in the "Guard Checking Register", Further, the PSA shall ensure that the above register shall be brought to the concerned Bank officials for verification at least once in a fortnight.
72. The PSA should ensure that the guard posted at ATM performs the following duty;-
- (a) Security of ATM & assets of the Bank with due courtesy to the customers.
  - (b) Ensure that the customer operating their accounts are provided with adequate security in the vicinity of ATM & keep constant vigil over the area around ATM.
  - (c) Appropriate authority including any police personnel on patrol duty should be informed if any suspected anti-social elements are noticed in the vicinity of ATM site.
  - (d) The activity of the suspicious customers who may be operating the ATMs at unusual hours should be watched discreetly & note down some physical details and vehicle numbers etc of the suspected person, for future reference.
  - (e) The guard should pay extra care while dealing with the senior citizens and lady customers & provide adequate assistance if required.

- (f) Handle the customers tactfully who visits ATMs in an inebriated conditions.
- (g) Ensure that the area housing ATM is kept clean at all the time.
- (h) Ensure that the ATM site is not obstructed/blocked by parking any vehicles etc, or dumping of articles / merchandises by neighbors.
- (i) Ensure that all important telephone numbers are available with the security guard checking register for use in case of emergency to report to the concerned authorities.
- (j) Ensure that no foreign equipment / camera etc is installed in the ATM Room or attached to the ATM machine by any unauthorized personnel. While on duty, guards shall keep on checking the Machine and ATM room in this regard. In case any such object is found, immediately it shall be reported to the concerned branch Official.

**FOR ARMED GUARDS (IN ADDITION TO NORMAL SECURITY DUTIES & THOSE SPECIFIED ABOVE) :-**

- 73. The PSA shall be responsible for the provision and maintenance of the authorized Non Prohibited Bore weapons (preferred Pump Action Guns) to the Armed Guards along with ammunition (10 Rounds) for the weapon. A valid License and the retainership for the Armed Guard is to be carried by him at all times and is to be produced whenever asked for.
- 74. The PSA shall be responsible to ensure that the Armed Guards deployed are not involved in any type of Strike/Dharna as long as they are performing their duties for Canara Bank.
- 75. The PSA must ensure that the Armed Guards thus deployed are not involved in any type of commercial activities or Personal employment (regular/Part time) at any given point of time during the period of contract.
- 76. Armed Guard deployed must carry a copy of Valid GUN License with UIN number and Retainer ship on his person at all times. He must carry a minimum of 10 rounds of ammunition (02 rounds loaded and 03 rounds in pouch and 05 rounds as spare).

77. The Armed Security Guard should perform his duty only with non lethal category weapon of Non Prohibited Bore (DBBL/PUMP ACTION 12 BORE) as approved by regulatory authorities and endorsed in the license.
78. Armed Guard deployed must identify a safe place in the branch in consultation of Branch Head for loading /unloading of weapon against a sand bag and follow the safe procedure for the same.
79. Renewal of Gun license should be done promptly and the responsibility lies with the Private security agency
80. In case of any accidental firing, all legal/ medical / Financial responsibility to customers lies with PSAs. The matter /incident is to be immediately informed to the Bank authorities through branch. Bank will not be responsible for any dispute thus arising.
81. Annual inspection of the guns of the deployed Armed Guards will be required to be got done from an authorized Armourer / Arms Dealer and certificate of fitness of the gun will be required to be submitted on or before 31st of March every year along with Annual Training repot.
82. Gun should be IOF (Indian Ordinance Factory) Tested.
83. Safe keeping of Guns after the office hours is the sole responsibility of the guards and the Gun will not be allowed to be kept inside the branch.
84. The PSA should ensure that the gun used by the guard should be in working condition and cost of any repairs, cartridges etc. shall be borne by the Guard /PSA and the Bank shall not be responsible for its maintenance & repairs.
85. The PSA should ensure that the gun shall be kept loaded and the safety catch is kept in safe position while on duty and adequate extra cartridges shall be carried by the guard.
86. The PSA should instruct the armed Guard that any use of weapon should be only as per Indian penal code / Indian Arms Act for defending the property of the Bank and the property and lives of the

employees and customers of the Bank or in self defense during the duty as provided in IPC.

87. The PSA should ensure that if required, the Armed Guard shall accompany escort remittances to guard against any robbery/waylaying enrooted and instruct the guard to keep such movement absolutely confidential.
88. The PSA is entirely liable for any mishaps/ accidental firing deliberate or otherwise occasioned by PSA Armed Guard Posted at branches, and is responsible for all criminal, civil, monetary liability arising out of such incident/mishap against claims made against Bank either by its own staff, customers or outsiders.
89. The PSA to ensure that the Armed Guard should always be in possession of a valid arms license which is valid for deployment in the jurisdiction of State/ States and shall be renewed on or before due dates. The PSA should ensure that the Armed Guard registers the license in the area police station of the Duty site.

## Annexure-12 : Technical Bid - Requirements

1. *It is clarified that each PSA shall submit only one offer document (in two bid system) as specified in the RFP.*
2. All bidders are required to submit their offers as under:-  
(Documents specified here are compulsorily required to be submitted along with the Bid / Application. All documents shall be flagged as specified in the table below).

	<b>Parameters / References of Clause in RFP</b>	<b>Bid Ref.</b>
a.	The <b>copy of RFP, Addendum &amp; Corrigendum (if any)</b> with sign of authorized signatory in all pages. <b>(Mandatory)</b>	<b>Flag - 'A'</b>
b.	i. EMD as specified in RFP <b>(Mandatory for non-MSME).</b> ii. MSME registered companies, shall place copy of MSME registration certificate / other related documents. <b>(Mandatory for MSME).</b>	<b>Flag - 'B'</b>
c.	Tender Acceptance Form <b>(Mandatory)</b>	<b>Flag - 'C'</b>
d.	Certificate of Registration with Registrar of companies (or) Registrar of Firms (or) letter of Proprietorship (or) Partnership deed. In case of Ltd. Company, copy of MoA / Article of Association shall also be submitted. <b>(Refer Para IV.1.a) - (Mandatory)</b>	<b>Flag - 'D'</b>
e.	PASARA License <b>(Refer Para IV.1.b) - (Mandatory)</b>	<b>Flag - 'E'</b>
f.	Audited Balance Sheet of last 3 years:- <b>(Refer Para IV.1.c) - (Mandatory)</b>	<b>Flag - 'F'</b>
g.	PSAs should have Registration under Shops & Establishments Act with regard to their office in Bengaluru. <b>(Refer Para IV.1.d) - (Mandatory)</b>	<b>Flag - 'G'</b>
h.	PSAs should have necessary registrations with Labour Department. <b>(Refer Para IV.1.e) - (Mandatory)</b>	<b>Flag - 'H'</b>
i.	Certificate / Registration from/With ESI Corporation <b>(Refer Para IV.1.f) - (Mandatory)</b>	<b>Flag - 'I'</b>
j.	Certificate from EPF organization under EPF & Misc. Provision Act-1952 <b>(Refer Para IV.1.g) - (Mandatory)</b>	<b>Flag - 'J'</b>
k.	PSA must have valid PAN number. <b>(Refer Para IV.1.h) - (Mandatory)</b>	<b>Flag - 'K'</b>
l.	PSA must have valid GST registration <b>(Refer Para IV.1.i) - (Mandatory)</b>	<b>Flag - 'L'</b>
m.	PSAs should have Documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules. <b>(Refer Para IV.1.j) - (Mandatory)</b>	<b>Flag - 'M'</b>

n.	PSA should have minimum three years of experience in providing Security Guards' services to Banking Sector. <b>(Refer Para IV.1.k) - (Mandatory)</b>	<b>Flag - 'N'</b>
o.	PSA shall not be owned or controlled by any director or office/employee of the bank or their relative having the same meaning as assigned under section 2(77) & 6 of the Companies Act 2013 – Declaration <b>(Refer Para IV.1.l) - (Mandatory)</b>	<b>Flag - 'O'</b>
p.	PSAs are required to furnish copies Running Work orders & past Wage Slips, not older than three months, of their employees any Principle Employer. <b>(Refer Para IV.1.m) - (Mandatory)</b>	<b>Flag - 'P'</b>
q.	Income Tax Return & proof of having filed the IT return for the last three financial year <b>(Refer Para IV.1.n) - (Mandatory)</b>	<b>Flag - 'Q'</b>
r.	PSA should have provided the services to at least three Government Establishments (GEs) / Public Sector Banks (PSBs) / Other Banks (OBs) / Public Sector Undertakings (PSUs)/ AAA rated companies during the last 03 (Three) years. <b>(Refer Para IV.1.o) - (Mandatory)</b>	<b>Flag - 'R'</b>
s.	The PSA must have effective infrastructure for Training of the guards <b>(Refer Para IV.1.p) - (Mandatory)</b>	<b>Flag - 'S'</b>
t.	Solvency Certificate <b>(Original in the letter head of Principle banker- Mandatory) - (Refer Para IV.1.q) - (Mandatory)</b>	<b>Flag - 'T'</b>
u.	<b>Separate Undertaking shall be given in a separate sheets (Refer Para IV.1.r) - (Mandatory)</b>	<b>Flag – 'U-1' to 'U-8'</b>
v.	Copies of additional qualifications as specified in <b>Para IV.2</b>	<b>Flag - 'V'</b>

***This list is not exhaustive. The Bidder may go through each and every clause specified in the RFP/NIT document and should submitted all required as well as supporting documents, failing which will may cause rejection during screening of Bid Documents.***

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Seal of the Company & Date

Signature of Authorised Signatory