



**HIRING OF PRIVATE SECURITY AGENCIES FOR PROVIDING ARMED/UNARMED GUARDS FOR  
CANARA BANK**

**NOTICE TYPE : DOMESTIC TENDER NOTICE**  
**REF NO : RFP/PSA/642/2024**  
**ELIGIBILITY : EMPANELLED PSA VENDORS OF HUBBALLI CO**  
**DATE : 14.02.2025**  
**LAST DATE : 21.02.2025**

**ISSUED BY**

**GENERAL ADMINISTRATION SECTION,  
CIRCLE OFFICE, CANARA BANK,  
2<sup>ND</sup> FLOOR, CENTRUM BUILDING  
AIRPORT ROAD, HUBLI- 580030  
E-MAIL: PECOHUB@CANARABANK.COM**

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## **DISCLAIMER**

The information contained in this Request For Proposal (“RFP”) 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.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP 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 become part and parcel of this RFP.

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.

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**NOTICE INVITING TENDERS**

Canara Bank, Hubballi Circle office (hereinafter the Bank) invites sealed tenders in two bid system from eligible & experienced Firms / Companies in for Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank.

**Details of the Tender :**

Name of the Work	Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank Circle Office, Hubballi
Location of Work	Branches and Administrative units coming under Hubballi Circle Office, Canara Bank
Earnest Money deposit	Exempted
Issue of tender document	14/02/2025
Last date of submission of Tender	21/02/2025 by 3.30 PM
Opening of bids	21/02/2025 at 4.00 PM at CO Hubballi

- 1) **Brief details of the work :** The work involves providing of Armed/Unarmed Security Guards to various locations of Branches and Administrative units of Canara Bank under Hubballi Circle.
- 2) Tender documents can be collected at the given at **free of cost**. The Tender documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) and submitted.
- 3) Tenders shall be on prescribed Form as issued by the Bank / hosted by the Bank in website (www.canarabank.com) & Central Public Procurement (CPP) portal www.eprocure.gov.in
- 4) **Submission and opening of Tenders :**
  - a) Tenders on prescribed form should be placed in a single sealed envelope super scribed as “Tender Document for Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank Circle Office, Hubballi”. Bio data of the tenderer to be provided as per Enclosure 1.
  - b) 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.
  - c) 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.
  - d) PSA shall fill in all the blanks and put their signature and seal on each page of the tender documents. 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.
  - e) 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.
  - f) Any person who submits a tender shall fill up the printed prescribed form stating what rate he is willing to undertake the work.
  - g) In the event of the tender being submitted by a 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 authorising 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.
  - h) If the Tender is submitted by a Company the same must be signed by a person duly authorised by the Board of Directors of the Company.
  - i) 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.
  - j) PSA shall fill in all the blanks and put their signature and seal on each page of the tender documents. 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.

- k) Sealed Tenders shall be addressed to Assistant General Manager, Canara Bank, General Administration Section, Hubballi. Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address.
- l) 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.
- m) 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 grand parents, children and grand children, brothers and sisters, direct uncles and aunts and first cousins.

**5) Earnest Money Deposit (EMD)**

- a) The tender shall be accompanied by earnest money deposit of Rs. Nil (Exempted) 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.
- b) EMD shall be submitted with the tender document only. 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.
- c) No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected.
- d) However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, PSAs should submit exemption certificate issued from the relevant authorities. 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 may be adjusted towards the Security Deposit.
- e) If the PSA fails to deploy security guards against the initial requirement within 15 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.

**6) 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 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.

**7) Process of Selection:**

- a) Monthly Rates per armed security guards to be given in the format as per Financial Bid
- b) 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.
- c) 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.
- d) 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.
- e) The Bank shall issue an Offer letter which will have to be accepted by the Selected Bidder within 5 days of its receipt

**8) Right to place the orders to multiple PSAs:**

- 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) Splitting the order between L1 & L2 or among L1, L2 and L3 or etc.,
  - c) The Bank reserves its right for splitting the quantities between two or three or more 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, provided L-2, L3 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. In the event of L-3, L-4 etc., PSAs not matching the L-1 rates the entire work order may be awarded to L-1. The decision of BANK will be final in this regard.
- 9) 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.
- 10) 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.
- 11) **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 acceptance of the Offer letter.

**12) Canara Bank's Discretion:**

- a) The Bank reserves the right to cancel/withdraw the RFP 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.

**13) Corrupt & Fraudulent Practices:**

- g) The Bidder shall further ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
- h) 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.
- i) "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.
- j) "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.
- k) 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.

14) **INTEGRITY PACT:** Integrity Pact format is enclosed as per our ENCLOSURE 6. The same to be duly filled in a non-judicial stamp paper of appropriate value and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:

- a) Shri .....
- b) Shri .....



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.

## **15) 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) **Indemnity:**
  - i) 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;
  - ii) The term bidder shall deem to include the bidder, its personnel, employees, consultants, and / or other authorized persons.
  - iii) 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.
- j) **SOCIAL MEDIA POLICY:** 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.
- k) The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.
- l) The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

**FOR ANY FURTHER CLARIFICATION PLEASE CONTACT:**

Assistant General Manager  
Canara Bank,  
General Administration Section,  
Circle Office, Hubballi.

**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;
  - a. Qualify as per extant guidelines, to provide Security Services in any Government/Public Sector Banks / Undertakings / Reputed Private Sector Companies.
  - b. Have at least 50 guards deployed with single client, with whom the contract is in force (Proof is required to be submitted).
4. The PSA should have credible supervisory infrastructure.
5. The PSA should have effective infrastructure for training of security 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.
9. 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.
10. 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.
11. 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.
  12. The PSA shall, 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.
  13. The PSA shall designate/deploy a field officer at its own cost 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.
  14. 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.
  15. 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.
  16. The security guards of the PSA shall be required to work in general shift from 0930 hrs to 1730 hrs for branches and three shifts of 8 hours duration (including lunch / dinner recess) on all seven days with staggered weekly off in administrative offices.
  17. 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.
  18. 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.
19. 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.
  20. 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.
  21. The PSA should be able to provide security guards, with minimum educational qualifications of 10th class, but not have passed PUC or 10+2, aged not above 45 years.
  22. The PSA s shall not engage any person who is below 18 years of age.
  23. The PSAs shall deploy the required number of guards on each shift to discharge the specified activities.
  24. The general duty hours of each guard shall be 8 hours per day.
  25. 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 Government Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the PSA. Certificate of medical fitness from a Government 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.
  26. 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 every quarter, seeks feedback from the Branch / office incumbent, submits its visit remarks in the supervisor's diary kept at the Branch and initiates corrective / remedial measure, if required
  27. The personnel so deployed by PSA shall be under the direct control and supervision of the PSA.
  28. The PSA shall engage only security guards who are in good health, active, physically & medically. They should not be suffering from any infectious disease. A medical fitness certificate from Registered Medical Practitioner shall be furnished before engaging them on duty.
  29. 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.

30. PSA shall ensure that security guards possessing the required skill and training shall only be deployed at the Branches / Admin Units.
31. PSA shall ensure that the security guards wear full prescribed uniform of the PSA with identity card issued by the PSA visibly displayed.
32. 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.
33. 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 and less than 45 years for guarding Bank's Branches / Administrative units.
34. 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.
35. The guards shall remain alert during their working hours to prevent any Theft/ Burglary/ Robbery/ Dacoity and other untoward incidents.
36. 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.
37. 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.
38. 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.
39. 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
40. 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.
41. 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.
42. The PSA shall depute a Security Supervisor/ Field Officer/ Area Officer to monitor the working of the guards as per labor laws.
  43. 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.
  44. 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.
  45. 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.
  46. PSA shall provide the names of PSA's employees to the branch/office before their deployment. The PSA shall furnish the names, permanent & local addresses of the PSA's employees deployed at Bank premises from time to time along with their latest photographs, thumb impression & signatures.
  47. 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.
  48. 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 to Circle Office.
  49. The PSA shall ensure that the PSA's employees function under general directions of branch manager/Authorized official through PSA.
  50. The PSA will provide PSA's employees with uniform (Summer/Winter), caps, raincoats, torches and other accessories (photo I-card, name tab, baton, whistle etc) as and when required.
  51. 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.
  52. 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.
  53. 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.

54. The PSA should deal with any incidence/contingency/mishaps that may arise during the execution of contract.
55. 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.
56. 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.
57. 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.
58. 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.
59. Armed guards / Gun men are to be posted only in branches and not in administrative units.
60. 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).
61. 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.
62. 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.
63. Renewal of Gun license should be done promptly and the responsibility lies with the Private security agency
64. 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.
65. 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 to the Zonal Office on or before 31st of March every year along with Annual Training report.
66. Gun should be IOF (Indian Ordinance Factory) Tested.
67. 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.
68. Valid Police Verification certificate for the guards deployed to be submitted to the



Branch with a copy to Circle office and to be renewed from time to time each year.

69. 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 or dereliction of duty by their security guards.
70. 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.
71. 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.

## **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 :**
  - 2.1. If the contractor fails to provide the required manpower for the services required within 15 days of issue of the work order or there is a un-approved delay in the execution of the work order, Bank reserves the right to the following:
    - (a) Cancel the work order and call L2/L3 to award work at L1 rates
    - (b) Not cancel the work order but give the balance work to the L2 at L1 rates
    - (c) Go for retendering
  - 2.2. 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
  - 2.3. 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:**
  - 3.1. The selected tenderer shall execute the obligations under the Contract within the time frame stipulated therein.
  - 3.2. 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.
  - 3.3. 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 at all the times without any advance notice.
5. **Indemnity**
  - 5.1. 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:
    - 5.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Selected Bidder

- 5.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Selected Bidder.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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**

- 6.1. 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 two weeks after submission of the bills by PSA. The PSA shall submit bill along with the copies of Wages Slips without delay. Along with the bills the PSA shall also submit the copies of
  - 6.1.1. The Attendance sheets
  - 6.1.2. Previous Electronic Challan cum Return for Employees Provident Fund and
  - 6.1.3. 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 07th 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.
- 6.2. 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.
- 6.3. 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 preferably with Canara 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.
- 6.4. PSA shall maintain proper records/details of the PSA's employees deployed in the Bank Site. PSA shall submit monthly bills to the Circle Office, Hubballi 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 Circle Office, Hubballi. Payment will be

- made on a monthly basis within seven working days of receipt of the relevant bill from the PSA.
- 6.5. 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.
  - 6.6. 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.
  - 6.7. 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.
  - 6.8. 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.
  - 6.9. 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.
  - 6.10. PSA hereby undertakes to ensure payment of wage to its PSA's employees in compliance with Minimum Wages Act 1948 and other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
  - 6.11. 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.
  - 6.12. 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.
  - 6.13. 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.
  - 6.14. Selected PSA will ensure that the monthly wages are paid on or before seventh day of every month promptly and should not delay the wages at any circumstances.
  - 6.15. 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.
  - 6.16. 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.

6.17. 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.

- 7.1. Register of guards / workmen
- 7.2. Employment card
- 7.3. Muster roll/ Attendance register
- 7.4. Wages paid register
- 7.5. Receipt of wages
- 7.6. Over time register
- 7.7. Any other records as per above laws.

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

- 8.1. Providing of security guards at the allotted sites shall be completed within 30 days from date of execution of Contract. In case the PSA fails to comply with this time schedule on account of factors attributable to the PSA, a penalty @ Rs. 1000/- per week or part thereof for each site will be charged.
- 8.2. 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.
- 8.3. All the penalties are independent of each other and are applicable separately and concurrently.
- 8.4. Penalty is not applicable for the reasons attributable to the Bank and Force Majeure.

**9. Unsatisfactory performance**

- 9.1. 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**

- 10.1. The contract would be initially for a period of three years. The contract will be reviewed yearly, and may be extended/terminated 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.

- 10.2. 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. Further, Bank reserves the right to terminate contract at any time by giving one month's notice, without assigning any reason whatsoever.
- 10.3. The Bank 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 months 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 Act.
- 10.4. 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 empanelled PSAs and the PSA shall have no right to object to such diversions.
- 10.5. 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.**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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**

- 15.1. 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.
- 15.2. 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.

15.3. 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**

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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**

17.1. 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 Karnataka.

17.2. 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.

17.3. If the parties mutually opt for Arbitration, the same shall be conducted as follows:



- 17.3.1. There shall be a Single Arbitrator as mutually decided by the Parties.
- 17.3.2. 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.
- 17.3.3. 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.
- 17.3.4. The costs of the Arbitration shall be borne equally by both Parties.
- 17.3.5. 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.
- 17.3.6. The arbitration proceedings shall be in English. The place of Arbitration shall be Hubballi and Courts at Karnataka shall have exclusive jurisdiction over the matters covered.

**18. General Contractual Terms:**

- 18.1. The selected PSA shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency.
- 18.2. PSA shall provide the names of PSA's employees to the branch/office 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. 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.

- 18.8. 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.
- 18.9. 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.

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**T E N D E R FORM**

To  
Assistant General Manager,  
P&E Section,  
Circle office,  
Hubballi.

**NAME OF WORK: HIRING OF PRIVATE SECURITY AGENCIES FOR PROVIDING ARMED /  
UNARMED GUARDS TO BRANCHES AND ADMINISTRATIVE UNITS OF CANARA BANK**

I/We have read and examined the notice inviting tender. Schedules A, 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.

A sum of **Rs.Nil** is hereby forwarded in **Demand Draft / BG** of ..... Bank 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.

**Signature of Contractor**

**Full Postal Address  
Pin Code No. & Telephone No.**

**Dated the: \_\_\_\_\_ day of \_\_\_\_\_ 2025**

**Witness:**

Name:

Address:

Occupation:

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

**ENCLOSURE -1:**  
**Eligibility Criteria / Method of Evaluation of Tender**

S. No	Eligibility Criteria	Documents Required
01	The PSA should have minimum of 3 years' experience in providing armed/unarmed guards to Nationalized / Private Banks as on 31.12.2024	Copies of work orders & satisfactory performance certificates issued by respective banks not older than 3 years as on 31.12.2024 to be submitted.
02	The PSA should have minimum turnover of ₹ 1 Cr and above at least during the last 3 FY ending with 31.03.2024	CA Attested copy of FY turnover & IT Return filed to be submitted.
03	The PSA should have provided at least 30 armed/unarmed guards to Nationalized / Private Banks as on 31.12.2024	Copies of work orders & satisfactory performance certificates issued by respective banks not older than 3 years as on 31.12.2024 to be submitted.

**METHOD OF EVALUATION OF TENDER**

1. The technical bids of the applicants will be evaluated against the stipulated eligibility criteria of the Bank. Compliance of all the stipulated criteria is mandatory.
2. Further evaluation & shortlisting will be carried by the following scoring method on the basis of details furnished by them. The minimum qualifying points shall be 60.

SN	Criteria	Points
a)	Experience in similar works during last 3 years	3 to 5 years - 5 Marks 6 to 10 years - 10 Marks 11 to 15 years - 15 Marks 16 & above - 20 Marks
b)	Turnover of the Firm for the last 3 FY ending with 31.03.2024	₹ 1 to ₹ 15 Crore – 5 Marks ₹ 16 to ₹ 30 Crore – 10 Marks ₹ 31 to ₹ 45 Crore – 15 Marks ₹ 46 Crore & above – 20 Marks

c)	Deployment of armed/unarmed guards to Nationalized / Private Banks as on 31.12.2024	30 to 50 guards - 5 Marks 51 to 100 guards - 10 Marks 101 to 150 guards - 15 Marks 151 & above - 20 Marks
	TOTAL	60 Marks

- The technical details submitted with the offer will be evaluated and assessed by the Selection Committee of the Bank.
- The Financial bids will be opened only in respect of bidders who have scored minimum 15 marks in technical evaluation.
- The merit rank and the fees quoted will be taken into account for the final selection of the bidder with weight age of 60% for the merit (i.e., technical details) and 40% for the Fee quoted.*** The weightage will be applied as per the example given below:

**Example:** Let us assume 3 bidders scoring more than 70 scoring points in the design competition (technical bid) and their quoted fee is as under:

Sl. No.	Description	Scoring points awarded by the Evaluation Committee	Service Charge Quoted by the agency in %
1	Bidder A	50	4.00
2	Bidder B	30	4.25
3	Bidder C	20	5.00

The maximum scoring point's i.e 50 scoring points will be given 100 percentages and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 60% will be applied on marks so obtained. Similarly, the minimum service charge % i.e., 4.00% will be given 100 percentages and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 40% will be applied on marks so obtained. The marks so obtained by all the Bidders will be added and the Bidder scoring maximum marks will be considered for appointment.

<b>Marks obtained by Bidder A – <math>(50 / 50) \times 60 + (4.00/4.00) \times 40 = 100.00</math> marks</b>
<b>Marks obtained by Bidder B – <math>(30 / 50) \times 60 + (4.25/4.00) \times 40 = 78.50</math> marks</b>
<b>Marks obtained by Bidder C – <math>(20 / 50) \times 60 + (5.00/4.00) \times 40 = 68.00</math> marks</b>

As per the weightage, the Bidder A gets the maximum over all marks and will be considered as L1.

3. In case of tie, Bidder will be selected based on the least number of armed/unarmed guard deployed in Circle Office Hubballi.
4. The decision of the Bank in selection of the Bidder shall be final and binding on the participating applicants.

**ENCLOSURE -2:**

**A C C E P T A N C E**

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Canara Bank for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The letters referred to below shall also form part of this contract agreement:

- a)
  
  
  
- b)
  
  
  
- c)

**For & on behalf of the Canara Bank**

**Signature:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

Dated this \_\_\_\_\_ day of 2025





**ENCLOSURE -3:**

**FORM OF AGREEMENT**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year **2025**

**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 \_\_\_\_\_ Circle Office, \_\_\_\_\_ 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:

**Signature of the PSA (with seal)**

1. Witness \_\_\_\_\_

2. Witness \_\_\_\_\_

**Signature of Bank Official (with seal)**

1. Witness \_\_\_\_\_

2. Witness \_\_\_\_\_



**ENCLOSURE -4:**

**Bank Guarantee Format for Earnest Money Deposit**

To

Assistant General General Manager,

\_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_.

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 \_\_\_\_\_ 2025

SIGNATURE & SEAL OF THE BANK

**ENCLOSURE -5:**

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: .....

To Dated: .....

Last Date for Lodgment of claim: .....

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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)

PLACE:

DATE:

SIGNATURE & SEAL OF THE BANK

**ENCLOSURE -6:**

**INTEGRITY PACT FORMAT**

**PRE-CONTRACT INTEGRITY PACT**

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month 20\_\_\_\_, 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:-
  - 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 cartelisation 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/ SERVICEPROVIDER(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 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Bidder / Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to -Bidder / Contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and,

- should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  9. The word 'Monitor' would include both singular and plural.

**Section 9 - 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 usiness 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 Managing Director, CANARA BANK.

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. \_\_\_\_\_.
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.

(For & On behalf of the Principal)  
Seal)

(For & On behalf of Bidder/ Contractor) (Office

(Office Seal)

Place:

Date :

Witness 1:

(Name & Address)

Witness 2:(Name & Address)

**ENCLOSURE -7:**

**INDEMNITY FORMAT**

THIS DEED OF INDEMNITY executed at ..... (Place) on this ..... day of .....month of year two thousand and twenty one (2021)  
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\_\_\_\_\_.

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 Bidder/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 Bidder/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 ”.

**Signature of PSA with Seal**

**FINANCIAL BID - TO BE SUBMITTED IN SEPARATE SEALED  
COVER/ENVELOPE**

**ARMED SECURITY GUARDS**

Sl. No	Description	Percentage on Sl No. 1	Rate/ Security Guard		
			Area A	Area B	Area C
1.	Basic +Variable Dearness Allowances (VDA) (8 hrs X 26 Days)	N.A			
2.	<b>Total-A</b>				
3.	Employees Provident Fund (EPF) & Employees Deposit Linked Insurance (EDLI) & Admn Charges to PF & EDLI Authority of Total-A	13% of Rs.15,000/-			
4.	Employees State Insurance (ESI) @ of Total-A	3.25%			
5.	Bonus	8.33%			
6.	<b>TOTAL - B</b>				
7.	<b>Grand Total (Total-A+ Total-B)</b>				

Our service & administrative charges for providing the security guard services as per the tender is \_\_\_\_\_% ( \_\_\_\_\_ percent ) of the Grand Total (Total-A+ Total-B) mentioned in row no.7. The above percentage of service & administrative charges shall remain firm throughout the contract.

We here by quote as mentioned above for providing the subject services on the terms & conditions detailed in this tender document excluding the GST which is payable by the Bank as per GST rules.

Applicable IT TDS & GST TDS is deductible on the total amount paid to the PSA which includes wages of the guards i.e., billed amount.

Note: 1. L1 bidder shall be arrived based on the service & administrative charges (%) quoted.  
2.The service & administrative charges quoted shall not be less than **3.85%** of the Grand Total (Total-A+ Total-B).

Signature of the Contractor with seal & date

**UNARMED SECURITY GUARDS**

Sl. No	Description	Percentage on Sl No. 1	Rate/ Security Guard		
			Area A	Area B	Area C
1.	Basic +Variable Dearness Allowances (VDA) (8 hrs X 26 Days)	N.A			
2.	Reliever Charges	1/6 <sup>th</sup> of Sr.No 1			
3.	<b>Total-A</b>				
4.	Employees Provident Fund (EPF) & Employees Deposit Linked Insurance (EDLI) & Admn Charges to PF & EDLI Authority of Total-A	13% of Rs.15,000/-			
5.	Employees State Insurance (ESI) @ of Total-A	3.25%			
6.	Bonus @ 8.33% of Total-A	8.33%			
7.	<b>TOTAL - B</b>				
8.	<b>Grand Total (Total-A+ Total-B)</b>				

Our service & administrative charges for providing the security guard services as per the tender is \_\_\_\_\_% ( \_\_\_\_\_ percent ) of Grand Total (Total-A+ Total-B) mentioned in row no.8. The above percentage of service & administrative charges shall remain firm throughout the contract.

We here by quote as mentioned above for providing the subject services on the terms & conditions detailed in this tender document excluding the GST which is payable by the Bank as per GST rules.

Applicable IT TDS & GST TDS is deductible on the total amount paid to the PSA which includes wages of the guards i.e., billed amount.

- Note: 1. L1 bidder shall be arrived based on the service & administrative charges (%) quoted.  
2. The service & administrative charges quoted shall not be less than **3.85%** of the Grand Total (Total-A+ Total-B).

Signature of the Contractor with seal & date



**Note:**

1. Payment details at Serial Numbers 1-5 are mandatory charges and should conform to the relevant legal/statutory provisions of Central Minimum Wages in vogue (Proof of Central Minimum Wages is mandatory).
2. Basic & VDA (Sl. No.1) should conform to the minimum wages fixed and will be revised from time to time, by Central Labour Commissioner, Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. Any changes in minimum wages notified by Central Labour Commissioner from time to time shall be paid by Bank.
3. The areas A, B and C shall be as per Notification issued, and revised from time to time, by the Ministry of Labour & Employment, Government of India.
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. Applicable IT TDS & GST TDS on the total amount will be deducted.
7. After the deduction of TDS the net amount payable by the Bank to the PSA excluding service charges and applicable GST thereupon shall not fall below rates as per the Central Minimum Wages Act, 1948.
8. After opening the bids, the lowest (L-1) rate shall be finalized by the Bank. The finalized rates shall be communicated to the other bidders, who have participated in the tender and if agreeable, the interested bidders may call on the Bank for entering into an agreement. The works shall be allotted to the bidders who have agreed to the L1 rate". The rate decided shall be standardized for a period of one year. Any changes in minimum wages notified by Central Labour Commissioner from time to time shall be paid by Bank.

**Signature of the Contractor with seal & date**