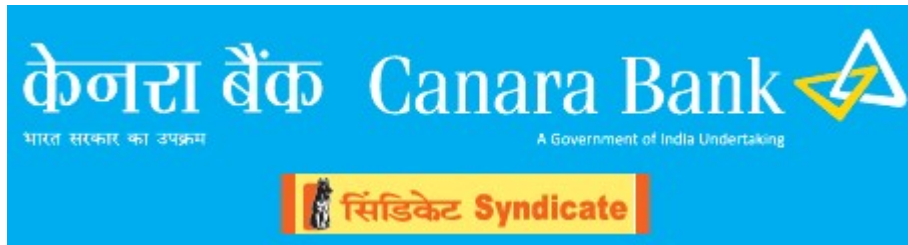


EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING ARMED/UNARMED GUARDS TO BRANCHES ,CHESTS & ADMINISTRATIVE UNITS OF CANARA BANK UNDER DELHI CIRCLE



EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING ARMED/UNARMED GUARDS

AT CANARA BANK

NOTICE TYPE : DOMESTIC NOTICE

AUTHORITY TYPE : PUBLIC SECTOR BANK

ISSUED BY

CANARA BANK

Premises Section

Circle Office, Delhi

7th Floor, Ansal Tower

38-Nehru Place, New Delhi-110019.

Phone: (91) (11) 26285004

Email: pecodel@canarabank.com

Web: <http://www.canarabank.com>

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DISCLAIMER

The information contained in this Empanelment application document or information provided subsequently to applicants whether verbally or in documentary form by or on behalf of Canara Bank (“Canara Bank/Bank”), is provided to the applicant(s) on the terms and conditions set out in this Empanelment application document and all other terms and conditions subject to which such information is provided. This empanelment application 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 applications (hereinafter individually and collectively referred to as “Applicant ” or “Applicant s” respectively). The purpose of this EMPANELMENT DOCUMENT is to provide the Applicant s with information to assist the formulation of their applications . This EMPANELMENT DOCUMENT does not claim to contain all the information each Applicant requires. Each Applicant may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this EMPANELMENT DOCUMENT . 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 EMPANELMENT DOCUMENT . The information contained in the EMPANELMENT DOCUMENT document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Applicant requires. Canara Bank does not undertake to provide any Applicant with access to any additional information or to update the information in the EMPANELMENT DOCUMENT document or to correct any inaccuracies therein, which may become apparent.

Prospective service provider may download the empanelment document from the Bank’s website www.canarabank.com. EMPANELMENT DOCUMENT downloaded from website shall accompany the Banker’s Cheque / Demand draft of ₹ 5,000.00 (Non-refundable) along with the Technical Bid.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this EMPANELMENT DOCUMENT 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/Empanelment documents .aspx](http://www.canarabank.com/English/Scripts/Empanelment%20documents.aspx)) and it will become part and parcel of this EMPANELMENT DOCUMENT .

Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EMPANELMENT DOCUMENT . Canara Bank reserves the right to reject any or all the request of proposals received in response to this EMPANELMENT DOCUMENT document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all parties.

- **MSE’s (Micro and Small Enterprise) / NSIC / KVI etc. are exempted from paying the Earnest Money Deposit (EMD) for which the concerned enterprise needs to provide necessary valid certificates / documentary evidence for the said work. For MSE’s, Govt. of India provision shall be considered while evaluating the empanelment.**
- **All addendum/amendments in respect of this empanelment if any will be displayed on bank’s website only and no paper advertisement will be**

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released. All interested vendor to monitor the bank website for any addendum/amendments.

- ***“In case of any unexpected interruption due to events beyond control of the procurement committee, the process interrupted will be continued on the subsequent working day at the scheduled time.”***

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NOTICE INVITING EMPANELMENT DOCUMENTS

Canara Bank, Delhi Circle office (hereinafter the Bank) invites applications from eligible & experienced Firms / Companies in “TWO BID CONCEPT” for Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank.

Details of the Empanelment :

Name of the Work	Hiring of Private Security Agencies for providing Armed/Unarmed Guards for Canara Bank
Location of Work	Branches and Administrative units coming under Delhi Circle Office, Canara Bank (Delhi, Uttrakhand, Districts of Ghaziabad & GautamBudh Nagar)
Issue of empanelment notice	02/01/2022
Last date of submission of queries	10/01/2022 till 3:00 pm
Pre-bid meeting	11/01/2022
Last date of submission of application	21/01/2022 on or before 3:00 pm
Opening of applications	22/01/2022
Empanelment documents (soft copy)	Can be downloaded free of cost from Canara Bank's web site & Central Public Procurement (CPP) portal www.eprocure.gov.in from DD/MM/YYYY till last date of submission & http://canarabank.com/english/announcements/ & http://eprocure.gov.in

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- 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 Delhi Circle.
- 2) **Eligibility Criteria :** Private Security Agencies (PSAs)who fulfill the following requirements are eligible to apply. The PSAs having well established facilities in the area along with past experience in undertaking such work are eligible to apply. The PSAs should not have been blacklisted by any organization / institution and should submit a declaration on letter head confirming the same.

Sl.	Eligibility Criteria	Documents Required
1	PSAs should be either registered company or registered partnership firms OR registered sole proprietorship firms for providing security guards services. PSAs should have the necessary clearance and valid PSARA License by state licensing authority to operate in the geographical jurisdiction of the Delhi , Uttarpradesh & Uttrakhand State and all districts falling under Delhi Circle.	A copy of valid registration certificate from respective authorities and PSARA License
2	PSAs should have obtained a license in accordance with section 4 and 7 of the Private Security Regulation Act 2005, Delhi, Uttarpradesh & Uttrakhand (state) Private Security Agencies Rules, 2008 and the license shall be valid.	Copy of License of the Firm.
3	PSA should have a minimum of Rs.200 Lacs annual average turnover during last three financial years.	Audited balance sheet and P&L account for the years mentioned and certificate from the Chartered Accountant.
4	PSAs should have Registration under Shops & Establishments Act. PSAs should have necessary registrations with Labour Department and other Govt. Departments for compliance of all statutory/Govt requirements applicable to security agencies.	A copy of valid registration certificate from respective authorities.
5	PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.	A copy of valid registration certificate from respective authorities.
6	PSA must have valid GST registration, PAN number.	Copy of the GST registration certificate and copy of PAN card.
7	PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online.	A copy of valid registration certificate from respective authorities.

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8	PSAs should have Documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules.	
9	PSA should have minimum Three years of experience in providing Security Guards' services to Banking Sector.	Copy of work orders proving the same
10	PSA shall not be owned or controlled by any director or office/employee of the Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013.	A declaration duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the its Letter head.
11	PSAs are required to furnish a copy of the Electronic Challan-Cum-Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the empanelment opening date.	A copy of the ECR to be provided
12	PSAs are required to furnish a copy of the previous "Return of Contributions" (Form-5) submitted to the ESIC or a copy Electronic Contribution History Sheet submitted to the ESIC in case of online contribution.	A copy of the 'RC' or EC history sheet, as applicable, is to be attached
13	PSAs are required to furnish a copy of the past Wage Slip, not older than three months, of any of their employees deployed as a Security Guard with any Principle Employment.	Copy of the wage slip to be provided
14	PSAs should be an Income Tax assessee and should have submitted IT returns for the last three years .	A copy of IT returns for latest last three years to be provided
15	PSA should have provided the services to at least THREE Government Establishments (GEs) / Public Sector Banks (PSBs) / Other Scheduled Commercial Banks (SCBs) / Public Sector Undertakings (PSUs) during the last 03 (Three) years and should have at least 2 (Two) running contracts with them with at least 30 guards deployed with single client	PSA should furnish at least <u>3 Reference Sites</u> of which at least two sites should be of Government Establishments / PSBs / PSUs and on request by Canara Bank, the Referees should testify about the performance of the PSA to the Bank's satisfaction. <u>Contact details of the referees</u> including their email ID and phone numbers must be mentioned.
16	PSAs should have their own infrastructure for training their guards in the State where the empanelment is applied. Address of the training facility shall be compulsorily mentioned in the technical bid without which the bid may be summarily rejected.	Address details along with telephone/electricity bill as proof to be submitted

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17	PSA should not have incurred a loss (more than 20%, counting from the oldest to the latest year in the statements) in the last three years in either of the year.	To be reflected in P&L statement for last three years

- 3) Empanelment documents can be downloaded only from the Bank's (www.canarabank.com) & Central Public Procurement (CPP) portal www.eprocure.gov.in website free of cost. The Empanelment documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) in two separate books (i.e. Technical bid and Financial bid) and submitted.

4) Submission and opening of Empanelment document :

- a) Application on prescribed form should be placed in one sealed envelope consisting of "Technical bid" duly super scribed as "Technical bid", with the name of work, Name of Applicant and due date written on the envelopes. Bio data of the applicant to be provided as per Enclosure 1.
- b) PSA shall fill in all the blanks and put their signature and seal on each page of the empanelment 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.
- c) 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.
- d) In the event of the empanelment 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 empanelment, 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.
- e) If the Empanelment is submitted by a Company the same must be signed by a person duly authorised by the Board of Directors of the Company.
- f) The empanelment for the work shall not be witnessed by PSA or Applicant who himself/themselves has/have been empanelled or who may and has/have applied for empanelment of the same work. Failure to observe this condition would render Empanelment documents of such PSAs who are applying, as well as witnessing the empanelment, shall be liable to summary rejection.
- g) PSA shall fill in all the blanks and put their signature and seal on each page of the empanelment 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.

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- h) Sealed Empanelment documents shall be addressed to The Assistant General Manager, Canara Bank, Premises & Estate Section, Delhi Circle. Sealed Empanelment documents shall be dropped in the EMPANELMENT BOX kept at the above said address.
- i) If last day of submission of empanelment is declared a holiday under NI Act by the Government subsequent to issuance of empanelment the next working day will be deemed to be the last day for submission of the empanelment. The first part of Empanelment documents i.e. Technical bid will be opened on the same day and location of empanelment submission.
- j) 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 empanelment 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) EMD shall be submitted after the technical bid process is over and the company qualifies the technical bid concept only and should be kept along with cover containing the Technical applications . Submission of EMD in the form of fixed deposit or in any other form is not acceptable and Empanelment documents with such EMD shall be rejected.
- b) No interest shall be allowed on the Earnest Money Deposit (EMD). Empanelment documents without EMD shall be summarily rejected.
- c) 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.
- d) 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 geographical area for which the empanelment is being carried out . It should evaluate any such contingencies and other circumstances which may influence or affect their empanelment.

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- 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 empanelment 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) Pre bid queries and clarification to Empanelment :

- a) The PSA should carefully examine and understand the specifications, terms and conditions of the Empanelment document and may seek clarifications, if required.
- b) The PSA in all such cases may seek clarification in writing in a word document (.doc) in the same serial order of that of the Empanelment document by mentioning the relevant page number and clause number of the Empanelment document . The hard copy of the pre bid queries can be sent to: The Assistant General Manager, Canara Bank, Premises & Estate Section, by the intending PSAs before 3:00 PM on 10/01/2022. in the following format:

Sl No	Page No	Empanelment Clause No	Empanelment Clause	Query

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

8) Pre-Bid meeting:

- a) A pre-bid meeting of the intending PSA will be held as scheduled below to clarify any point /doubt raised by them in respect of this Empanelment document:

Date	Time	Venue
10/01/2022	3:00 PM	The Assistant General Manager, Canara Bank, Premises & Estate Section, Delhi Circle Office, 7th Floor 38-Ansal Tower , Nehru Place New Delhi-110091

- b) No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of this

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document, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested PSAs shall be present during the scheduled time.

- c) The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the pre bid meeting if possible, or in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the PSA/ applicant /s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Empanelment document and it will be binding on the PSAs. Non-reply to the queries raised by any of the PSAs shall not be accepted as a valid reason for non-submission of the Empanelment. In addition, non-reply to any query may not be deemed the version of the PSA as reflected in the query has been accepted by the Bank.

9) Process of Selection:

The PSAs would be shortlisted based on the technical evaluation done as per the eligibility criteria given above. Suitable marks would be awarded to shortlisted PSAs against each criteria and a sum total of the marks would be taken to form a merit list for finalizing the PSAs as per Enclosure 9 herewith.

- a) The Financial bid would be opened only for the PSAs finalized by the technical evaluation committee as per the matrix given under Enclosure 9.

- b) . Empanelment documents will be evaluated in the following stages:

Stage I	Incorporation Offers, i.e., offers not accompanied by the mandatory documents as per paragraph 2 above shall be rejected.
Stage II	Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof of documents submitted by the PSAs. Offers not complying with any of the eligibility criteria as per paragraph 2 above will be rejected.
Stage III	Short-listing of supplier(s) based on proof documents submitted, site visits by the Bank's officials and satisfactory feedback from reference sites.
Stage IV	Technical bid evaluation and marking after visiting the PSA office / training centres as per enclosure 9
Stage V	Interaction with the shortlisted agencies
Stage VI	Submission of Financial bids by shortlisted agencies
Stage VII	Opening of Financial bids of shortlisted agencies
Stage VIII	Willingness letter will be obtained from shortlisted firms to work on "Approved Rates"
Stage IX	Issue of work orders to the shortlisted PSAs.

- c) Wherever PSAs are submitting consolidated completion certificates, then the Bank may request for supporting documents. Bank's decision in this regard is final and shall be binding on all.
- d) Monthly Rates per armed security guards to be given in the format as per Financial Bid

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- e) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted
 - f) Empanelment document, which propose any modifications to specifications, any clauses, conditions or any provisions whatsoever in the empanelment documents shall lead to disqualification of the empanelment.
 - g) The Bank does not bind itself to accept the lowest or any other empanelment, and reserves to itself the right to reject any or all of the empanelment document received without assigning any reason whatsoever. All empanelment document 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.
 - h) Canvassing whether directly or indirectly, in connection with Empanelment documents is strictly prohibited and the empanelment document submitted by the PSA who resort to canvassing will be liable to rejection.
 - i) The Bank shall issue an Offer letter which will have to be accepted by the Selected Applicant within 5 days of its receipt
- 10) Right to place the orders to multiple PSAs:**
- 11) Bank reserves to itself the right of accepting the whole or any part of the empanelment and the PSAs shall be bound to perform the same at the rate quoted.
 - 12) The empanelment document for the works shall remain open for acceptance for a period of 120 days from the date of opening of empanelment document. If any PSA withdraws his empanelment before the said period or makes any modifications in the terms and conditions of the empanelment 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.
 - 13) **AGREEMENT:** The Selected Applicant 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.
- 14) Canara Bank's Discretion:**
- a) The Bank reserves the right to cancel/withdraw the empanelment document during the course of empanelment 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 EMPANELMENT DOCUMENT and the Applicant s 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 applications at any time prior to award of contract, without thereby incurring any liability to the affected specified applicant or specified applicant s or without any obligation to inform the affected applicant or applicant s about the grounds for the Bank's action.
 - d) Bank shall be under no obligation to act upon the advice rendered by the Selected Applicant . The appointment made by Canara Bank shall be final and binding on all the Applicant s.

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- e) In case, if there is substantial change in the composition of the team of the appointed/selected Applicant 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.

15) Corrupt & Fraudulent Practices:

- g) The Applicant 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 Applicant s 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 applicant s (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 applicant 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.

- 16) **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 Empanelment/EMPANELMENT DOCUMENT are as under:

Sri Rakesh Jain ,IA & AS (Retd) rakeshjain18@hotmail.com

Sri D R S Chaudary, IAS (Retd) dilip.chaudhary@gmail.com

Only those applicants, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the application process. Those applications / applicants which are not containing the above pact are liable for rejection.

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17) 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 applicant /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: Applications 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 applicant shall be allowed to withdraw the bid once submitted.
- d) Assignment The Selected Applicant shall not assign or sub contract any of the assignments entrusted to it pursuant to this EMPANELMENT DOCUMENT .
- e) Amendment of Bidding Documents: At any time prior to the last Date and Time for submission of applications , 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) and will be binding on all who are interested in bidding.
- f) In order to provide specified Applicant s 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 applications .
- g) No Legal Relationship No binding legal relationship will exist between any of the Applicant (s) and the Bank until execution of a contractual agreement with the successful Applicant .
- h) Publicity Any publicity by the applicant 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 applicant 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 applicant '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 applicant ; or its professionals, representatives, agents, security analysts, consultants and advisors;
 - ii) The term applicant shall deem to include the applicant , 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.

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- j) **SOCIAL MEDIA POLICY:** No person of the bank or the Applicant / 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 Applicant / 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 Applicant shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.
- l) The applicant must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the EMPANELMENT DOCUMENT .

FOR ANY FURTHER CLARIFICATION PLEASE CONTACT:

Shri Tarsem Kumar.,
Assistant General Manager
Canara Bank
011-26285004

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GENERAL GUIDELINES TO APPLICANT S

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 with Technical bid itself).
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.

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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 empanelment 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.

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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 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 /

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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 (_____ 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

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- 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

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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

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- 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 repot.
 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 of 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.

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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 empanelmented 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 other applicants to work at the approved rates
 - (b) Not cancel the work order but give the balance work to the other qualified vendors
 - (c) Go for re empanelment
 - 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 applicant shall execute the obligations under the Contract within the time frame stipulated therein.
 - 3.2. The applicant'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 applicant through its authorized officers at all the times without any advance notice.

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5. Indemnity

- 5.1. The Selected Applicant 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 Applicant
 - 5.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Selected Applicant .
- 5.2. The Selected Applicant 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 Applicant .
- 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.

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- 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 with any Bank. The PSA shall provide the list of the employees and their Bank account details to Canara Bank with copy of the standing instructions given to the respective Bank for direct transfer of the wages to individual Bank accounts of the guards.
- 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, Delhi 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, Delhi. 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

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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.

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- 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 one year. 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

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- 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 applicant 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 applicant , i.e. Force Majeure.

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- 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

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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 Delhi.
- 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.

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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 _____ and Courts at _____ 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 empanelment. All the information under this empanelment 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 empanelment 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 Empanelment 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

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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 F O R M

To,
The Assistant General Manager
P&E Section

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 empanelment. 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 empanelment document for the work.

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

I/We hereby declare that I/We treat the empanelment 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 any empanelment 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 empanelment 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.

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I/We agree that until a formal agreement on stamp paper is prepared and signed, this empanelment 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 _____ 2020

Witness:

Name:

Address:

Occupation:

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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ENCLOSURE -1:

BIO DATA OF THE APPLICANT

1. (a) Name of the Applicant :

Address :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

(b) Address of office :

2. a) Status of the Firm(Whether company/

Partnership / proprietary) :

b)Name of the Proprietor/ Partners/ Directors

(With professional qualifications, if any):

I)

II)

III)

c) Year of establishment :

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3. Whether registered with Registrar of Companies/ firm. If so, No. & Date :

4. DETAILS OF PSARA LICENSE - STATEWISE WISE AND ITS VALIDITY :

4. Registration with Tax Authorities :

a) Income-tax No. PAN;

(Furnish copies of Income-tax returns)

b) GST Registration Number :

(Furnish the latest copies of the returns filed)

- a) Value Added Tax (VAT) registration details:
- b) EPF
- c) ESI

5. Names of the Bankers with address :

I)

II)

Turnover of the Company/firm (Please attach copy of documents in support of the details).

Sl.No	Year	Turnover
1		
2		
3		

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

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

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

1)

2)

3)

9. Details of the Assignments undertaken during the last 5 years to meet Sl.No- 15 of Eligibility Criteria.

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Sl. No	Name of the Organisation for which the Assignment was undertaken	Address, concerned office and telephone number of the Organisation	Nature of work (in brief)	Location of the assignment	Date of commencement & Completion.

10. Key personnel permanently employed in your organization:

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

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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

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

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

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

15. DECLARATION:

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

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

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ENCLOSURE -2:

ACCEPTANCE

The above empanelment (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me .

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 2022

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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ENCLOSURE -3:

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year **2022**

BETWEEN,

Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at **112, J C Road, Bangalore-560002** represented by _____ 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 'EMPANELMENT DOCUMENT ') for _____;

WHEREAS the PSA has submitted his proposal in response to the EMPANELMENT DOCUMENT 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 EMPANELMENT DOCUMENT , if any; and

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(c) The Work Order

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby convenants 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 from 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_____

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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ENCLOSURE -4:

Bank Guarantee Format for Earnest Money Deposit

To

Assistant General Manager

_____ ,

_____ .

WHEREAS _____ (Name of Applicant) (hereinafter called "the Applicant" has submitted its empanelment dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Empanelment") 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 APPLICANT withdraws its Empanelment during the period of Empanelment validity specified in the Empanelment; or
- (b) If the APPLICANT having been notified of the acceptance of his Empanelment by the Beneficiary during the period of Empanelment 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

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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 _____ 2020

SIGNATURE & SEAL OF THE BANK

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ENCLOSURE -5:

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

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

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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

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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 Applicant / 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 Applicant (s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the empanelment 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 empanelment 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 empanelment process treat all Applicant (s) with equity and reason. The Principal will in particular, before and during

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the empanelment process, provide to all Applicant (s) the same information and will not provide to any Applicant (s) confidential/ additional information through which the Applicant (s) could obtain an advantage in relation to the empanelment 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 Applicant (s)/ Contractor(s)

(1) The Applicant (s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Applicant (s)/ Contractor(s) commit themselves to observe the following principles during participation in the empanelment process and during the contract execution.

a) The Applicant (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 empanelment 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 empanelment process or during the execution of the contract.

b) The Applicant (s)/ Contractor(s) will not enter with other Applicant s 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 applications or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Applicant (s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant (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 Applicant (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) Applicant (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.

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- (2) The Applicant (s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from empanelment process and exclusion from future contracts

If the Applicant (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 Applicant (s)/Contractor(s) from the empanelment process or take action as below -

(1) Any breach of the provisions herein contained by the APPLICANT /SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT /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 APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other APPLICANT / 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 APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian APPLICANT /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 APPLICANT /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 APPLICANT /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 APPLICANT /SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

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- f) To cancel all or any other contracts with the APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER and the APPLICANT / 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 APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the APPLICANT /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 APPLICANT / 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 APPLICANT / 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 APPLICANT / 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 APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER. The APPLICANT /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 APPLICANT / 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 APPLICANT / SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), 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 APPLICANT / SELLER/ CONTRACTOR shall be final and conclusive on the APPLICANT / SELLER / CONTRACTOR. However, the APPLICANT /SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

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Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Applicant (s) from the empanelment 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 Applicant 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 empanelment process.
- (2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the empanelment process or action can be taken as mentioned in section 3, clause - 1a to 1k).

Section 6 - Equal Treatment of all Applicant s/ Applicant / Contractors/ Applicant / Contractors

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

Section 7 - Criminal charges against violating Applicant (s)/ Contractor(s) /

If the Principal obtains knowledge of conduct of a Applicant , Contractor, or of an employee or a representative or an associate of a Applicant , 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 Applicant s/Applicant / Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Applicant (s)/Contractor(s) accepts that the Monitor has the right to access

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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 -Applicant / Contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Applicant (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 Applicant s 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the applicant s 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. _____.

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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)
(Office Seal)

(For & On behalf of Applicant / Contractor)

(Office Seal)

Place:

Date :

Witness 1:

(Name & Address)

Witness 2:(Name & Address)

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ENCLOSURE -7:

INDEMNITY FORMAT

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

In favour of

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

Whereas the contractor had applied for the empanelment
.....

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

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

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

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

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

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

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

Signature of PSA with Seal

EMPANELMENT OF PRIVATE SECURITY AGENCIES FOR PROVIDING ARMED/UNARMED GUARDS TO BRANCHES ,CHESTS & ADMINISTRATIVE UNITS OF CANARA BANK UNDER DELHI CIRCLE

ENCLOSURE -9:

TECHNICAL BID - RATING CHART

Sl. No	Evaluation being done for	Maximum Points	Points Awarded	Remarks please write details
1.	<u>Training infrastructure</u>	6		
	a) infrastructure(establishments)	6		
	b) staff available	6		
	c) duration and syllabus(general, access control, fire fighting etc.)	8		
	d) armed guard firing practice	10		
2	Supervisory infrastructure	5		
3.	Armed guards with licensed weapon	10		
4.	System of verifying antecedent of the guards	10		
5.	Solvency certificate	5		
6.	Total Numbers of Guards	5		
7.	Sponsored by director general resettlement, min of def	5		
8.	Customer / client base.(PSB's and PSU's to be preferred	5		
9.	Service network - (Total Branch Offices of PSA)	5		
10.	Experience in the field	5		
11	Interaction round	15		
Total		100		

<u>NOTE :</u>			
<u>ABOVE AVERAGE</u>	<u>AVERAGE</u>	<u>SATISFACTOR</u>	<u>POOR</u>
	<u>E</u>	<u>Y</u>	
80 - 100	60 - 79	40-59	LESS THAN 40

(Signatures of all the evaluating members to be endorsed on the evaluation sheet)

(Only above average rated firms (Points 80-100) to be considered for empanelment / renewal of contract)

#The decision of the bank in the marking process shall be final and no request for any modification / reevaluation shall be entertained.

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GUIDELINES FOR ALLOTING MARKS:

Sl. No	Evaluation being done for	Maximum Points	Remarks please write details	
			Description	Points
1.	<u>Training infrastructure</u>	6	Own	6
	i) Infrastructure(establishment s)		Leased	4
			Nil	0
	ii) Staff available	6	Supervisor and Instructor	6
			Instructor only	3
			Nil	0
	i) Duration and syllabus (general, access control, fire fighting, weapon handling, First aid, etc.) (Duration of last three years training records to be checked)	8	03 Days	8
			01-02 Days	6
			Les than 01 Day	2
	ii) Armed guard firing practice (last three years Firing practice records to be checked)	10	Regular in 3 years	10
			2 times in last 3 years	7
			Once in last 3 years	4
			Not carried out	0
2	Supervisory infrastructure (Check physically on ground)	5	1 sup for 6 guards	5
			1 sup for 15 guards	3
			1 sup for more than 15 guards	1
3.	Armed guards with licensed weapon (To be verified from documents on visit to PSA office and referring the records of Weapons / Gunmen deployed by their company in other units)	10	Valid and in Guards name issued by state in which it is operating	10 (Balance Validity Period)
			Valid and in Guards name registered with state in which it is operating but not the state in which it was issued	6 (Balance Validity Period)
			Expired/ no License	0
4.	System of verifying antecedent of the guards (last three years records to be checked) (To be verified from documents on visit to PSA	20	Full KYC and Police verification	20
			Partial KYC and Police verification	15
			Either KYC or Police verification	5

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	<i>office and referring the records of guards / Gunmen deployed by their company in other units)</i>		No verification	0
5.	<i>Solvency certificate</i>	5	Submitted	5
			Not Submitted	0
6.	<i>Total Number of Guards in the state of Circle office located.</i>	10	Less than 300 guards	10
			Less than 200 guards	6
			Less than 100 guards	3
			No Guards	0
7.	<i>Sponsored by Director General Resettlement, min of def</i>	5	Sponsored	5
			Not sponsored	3
8.	<i>Customer / client base.(PSB's and PSU's to be preferred</i>	5	PSU/PSB	5
			Private	3
9.	<i>Service network (Total Branch offices in other cities of the state where CO is located)</i>	5	Branch office - Three or more than 3 locations	5
			Branch office less than 3 locations	3
10	<i>Experience in the field</i>	5	More than 5 years	5
			4-5 years	4
			3 years	3
Total		100		

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FINANCIAL BID

(Letter to the bank on the PSA's letterhead) (To be amended as per latest norms)

ARMED SECURITY GUARDS:

Sl. No	Payment Details	Percentage on SI No. 1	Security Guards (With Arms)		
			Area A	Area B	Area C
1.	Basic +Variable Dearness Allowances (VDA) (8 hrs X 26 Days)	N.A			
	Total-A				
2.	Employees Provident Fund (EPF) & Employees Deposit Linked Insurance (EDLI) & Admn Charges to PF & EDLI Authority of Total-A	Mention percentage			
3.	Employees State Insurance (ESI) @ of Total-A	Mention percentage			
4.	Bonus @ 8.33%				
	TOTAL - B				
5.	Total (Total-A+ Total-B)				
6.	Service Charge at ____% of Sr.No.5				
7.	TOTAL (For 08 Hours /Guard/Month)				
8	GST AS APPLICABLE				
10	GRAND TOTAL - CTC TO BANK				

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UNARMED SECURITY GUARDS:

Sl. No	Payment Details	Percentage on Sl No. 1	Security Guards (With Arms)		
			Area A	Area B	Area C
1.	Basic +Variable Dearness Allowances (VDA) (8 hrs X 26 Days)	N.A			
2.	Reliever Charges	1/6 th of Sr. 1			
	Total-A				
3.	Employees Provident Fund (EPF) & Employees Deposit Linked Insurance (EDLI) & Admn Charges to PF & EDLI Authority of Total-A	Mention percentage			
4.	Employees State Insurance (ESI) @ of Total-A	Mention percentage			
5.	Bonus @ 8.33%				
	TOTAL - B				
7	Total (Total-A+ Total-B)				
8	Service Charge at ____% of Sr.No.7				
9	TOTAL (For 08 Hours /Guard/Month)				
10	GST AS APPLICABLE				
11	GRAND TOTAL - CTC TO BANK				

Note:

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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 empanelment the bank will consider only as per Government of India notification.
5. National Holidays will be paid as per government guidelines and should be reflected in the monthly bills.
6. TDS at the rate of 2% 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.

*