

TENDER DOCUMENT FOR DEPLOYING OF GUARDS FOR SECURITY SERVICES AT CANARA BANK'S BRANCHES/OFFICES UNDER CO KOLKATA

IMPORTANT

To be submitted in a sealed cover along with EMD superscribing the name of work and name and address of the tenderer

Tender Ref No: RFP/15/2021

PREMISES & ESTATE SECTION,
21, Bells House,
Camac Street, Kolkata-700016

Email: pecokol¹@canarabank.com

Tender Ref. No.: RFP/15/2021-22

INDEX

S.No.	Contents	Page
A	Part-1- Technical & commercial bid	3-48
1.	Notice Inviting Tender	3-4
2.	Description & Eligibility Criteria	5-7
3.	Application Format	8-10
4.	General Rules and Instructions for the Guidance of Tenderer	11-20
	Method of Evaluation of Offer	21
5.	Tender- Offer	22-23
6.	General Conditions of Contract	24-34
7.	Annexure A- Indemnity Bond Format	35
8.	Annexure B- Contract Agreement	36-37
9.	Annexure C- Security Deposit Format	38-39
10.	Annexure D- Integrity Pact Format	40-46
11.	Annexure E- Self Declaration: Regarding company not being blacklisted	47
12.	Annexure F- Self Declaration: Regarding compliance of Minimum Wages Act	48
B	Price - Bid	49-52

Tender Ref. No.: RFP/15/2021-22

PART-1 TECHNICAL AND COMMERCIAL BID

(To be submitted in sealed envelope marked “Envelope No. 1- Technical & Commercial Bid”)

NOTICE INVITING TENDER (NIT)

CANARA BANK, PREMISES & ESTATE SECTION, CIRCLE OFFICE, KOLKATA, 21 Bells House, Camac Street , Kolkata-700016 invites sealed tender for the works mentioned below:

TENDER DOCUMENT ISSUED TO:

- 1). NAME OF THE WORK: Deploying Armed guards and Unarmed Guards for security services at Canara Bank’s Branches, ATMs, Offices etc. under Kolkata Circle.
- 2). EMD AMOUNT: Rs. **5, 00, 000/-** by way of Demand Draft of a scheduled bank drawn in favour of "Canara Bank, Circle Office - payable at KOLKATA (in a separate sealed cover and the same should be submitted along with Technical & commercial bid).
- 3). PERIOD OF CONTRACT: (1+2 Yrs): One year commencing from date of letter of acceptance of the tender by the Bank and renewed every year subject to satisfactory completion of the work for a further period of 2 years.
- 4). CONTENTS OF THE TENDER:

PART - 1

- Notice inviting tender
- General rules and instructions for the guidance of the tenderer
- Tender offer
- General Conditions of the Contract
- Scope of the works to be carried out
- Form of agreement and Draft format of indemnity bond
- Price Bid

The above form the first envelope under caption "Technical and Commercial bid"

PART - 2

Price bid -Second Envelope

- 5). Concept of tender: The tender concept is "Two Envelope Concept"

First envelope - 1 - Technical cum commercial bid

Second envelope - 2 - Price bid

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

Both bids should be submitted on the same date & time but in separate envelopes, sealed and super-scribed the name of the work on the envelope.

6). Date of Pre-bid meeting: 15.01.2022 at 3.00 PM at Premises & Estate Section, 21 Bells House, Camac Street, Kolkata-700016

7). Submission of tender: The original tender as issued duly filled should be submitted in the respective sealed envelopes.

8). Date of submission: Sealed envelopes to be submitted on or before 26.01.2022 up to 3.00 PM at the above mentioned address.

9). Date of opening: Technical & Commercial Bid will be opened on 26.01.2022 at 03.30 PM at the above mentioned address.

10). Date of tender: 04.01.2022

Tender Ref. No.: RFP/15/2021-22

TENDER DOCUMENT ISSUED TO:

SIGNATURE OF THE ISSUING AUTHORITY:

Description::

- Canara Bank proposes to avail the services of reputed registered agencies having valid license issued by State of West Bengal and Sikkim under Private Security Agency Regulation Act for deploying security guards at the said premises, for providing guards (Preferable Ex-Servicemen) for security services as Armed Guard for Branches and Unarmed Guards for Offices/ATM/Other sites specified under Kolkata Circle.
- The agency shall deploy security personnel for securing the property and also the people in the building, guarding the building & its periphery, Checking/barring all unauthorized entry, preventing the thefts, screening of people/visitors, visitors management software, parking management, gate management, operating X - ray scanner, under vehicle scanner, boom/pole barrier, issuing visitors card etc. The manpower requirement is as under:

<u>Branches in West Bengal</u>
101-Armed Guards
7 Unarmed Guards at Regional Office-III, Kolkata

- The above manpower assessment is indicative and the bank may utilize the assigned manpower as per its discretion with option to increase/decrease the sites/locations.
- DGR (Director General Of Resettlement, Under Ministry Of Defense) registration and approved agencies with DGR experience would be preferred. Necessary documents to be submitted.
- The agency shall also produce the Police verification certificate, compliance certificate/permissions for running security agency as applicable in respective States.
- The supervisor and one third of the Guard deployed in Admin. Offices shall be trained/competent in handling the above security equipments like X- ray scanner/under vehicle scanner, Visitor Management System etc. of BMS duties.
- The Ex-servicemen guards deployed by the Company should have completed full term of engagement in Armed Forces with discharge status of medically fit for re-employment. They should also be medically fully fit for deployment at sites.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

- **Bank reserves the right to restrict the scope of work and/or divide the assignment.**
- The Bank reserves the right for selection and finalization of tender as per laid down procedures.

Eligibility Criteria.

No.	Criteria	Documents Required
01	The Security agency should be a registered agency with valid license issued by State of West Bengal and Sikkim under Private Security Agency Regulation Act.	Copy of valid registration certificate and PSARA certificate/ PSARA license
02	The agency should have minimum 3 years of experience.	*Copy of work orders / client certificates older than 3 years from the date of this tender notice.
03	The agency should have rendered similar services at least: three (3) similar services with minimum of 20 guards per day each or a) two (2) similar services with minimum of 25 guards per day each or b) one(1) similar service with minimum of 40 guards per day during the last 3 (three) years ending with 31.12.2021. Similar work means the agency should have been assigned with the work of deploying guards for security services for public sector undertaking/reputed organizations. The day is considered as duration of 24 Hours and the manpower deployment per day is	Work Order copies / client certificates clearly indicating the number of guards deployed per day and year of service. Should also include reference of concerned executive with whom bank can cross check the agency's performance.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

	accounted by adding the number of guards deployed in all the shifts.	
04	The agency should be an assessee of Income Tax and must possess GST Number.	Should submit copy of the income tax, PAN, GST certificate with valid Registration number.
05	The agency shall have the average annual financial turnover of at least Rs 400 Lakhs during last 3 years ending with 31.03.2021.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. FY2018-19. FY2019-20. FY2020-21
06	The agency should have on its roll minimum 200 guards and should have provided at least 100 guards to Public Sector Banks/PSUs/ Govt. Organizations as on date of RFP. PSA should furnish at least 3 References from the above mentioned services and such Reference should testify about the performance of the PSA to Bank's Satisfaction.	Copies of work orders along with details of such sites should be furnished along with references. Reference copy should be furnished.
07	The agency should have a credible and effective Infrastructure and network and should have an office/ branch at Kolkata	Copy of address proof for office/ branch at Kolkata
08	The tenderer should cover all employees for statutory compliance like ESIC, PF, Accidental /death Insurance.	Should submit copy of the documents with valid registration number.
09	The tenderer should have Positive Net Worth as on 31.03.2021.	The tenderer must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountant should mandatorily contain Unique Document Identification Number.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

10	The tenderer should submit Integrity pact Agreement duly filled and signed as per Annexure on Rs. 500/- non judicial stamp paper.	Original agreement should be duly attached
	The tenderer should not be blacklisted/ debarred company as on the date of submission of RFP by any Government Department/ Financial institution/ Public Sector Unit/ Scheduled Commercial Bank in India.	Tenderer should submit self declaration to this effect in letter head.

We confirm that the information furnished above is true and correct. We also note that, if there any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/ certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

Date:

Signature with Seal:

Name:

Designation:

Tender Ref. No.: RFP/15/2021-22

APPLICATION FORMAT

PRE-QUALIFICATION OF AGENCIES FOR SECURITY SERVICES AT CIRCLE OFFICE BUILDING, KOLKATA

-
1. Name of the Applicant :
 a). Address (Head Office/Registered Office) :
 with telephone, e-mail, web-site details:
 b). Office/Branch address/ service center at Kolkata
 along with details of local in-charge's name, mobile No. etc.
 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 :
 3. Whether registered with Registrar of
Companies / firm. If so, No. & Date :
 4. Registration with Tax Authorities :
 a) Income-tax No. PAN/GIR NO :
 b) GST No. :
 (furnish copies of Income-tax returns, GST registration):
 5. Turnover of the Company/firm (Please attach copy of audited balance sheet and
profit and loss account for three years).

Sl. No.	Year	Turnover, Rs in Lakhs
1	2020-21	
2	2019-20	
3	2018-19	
	Average	

6. Registration/Contracts with Government organizations, Public sector Undertakings, Public sector Banks.

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION / CONTRACT

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

--	--	--	--

7. Details of the qualifying works executed (please mention only such works meet the eligibility criteria)

Sl. No.	Name of Work	Work executed for (name of the organization with address, concerned office & telephone no)	Nature of work (in brief)	Location of the work	Actual Value of the works	Period of Contract	If work left incomplete or terminated (furnish reasons)
1							
2							
3							

Note: Copies of satisfactory completion certificate obtained from the client shall be enclosed.

8. Key personnel permanently employed in your organization:

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

9. Details of your relatives working in Canara bank.

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

10. 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

DECLARATION

- All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

3. I / we agree that the decision of CANARA BANK in selection of service provider will be final and binding to me / us.
4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the bank.

Place:

Date:

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION WITH
SEAL OF ORGANISATION

Checklist (To be filled by Applicants)

1.	Have you signed in all the sheets?	Yes/No
2.	Whether copy of PAN/GSTIN Registration copy is enclosed?	Yes/No
3.	Whether Registration Certificate, PSARA License/ certificate is enclosed?	Yes/No
4.	Whether enclosed proof for year of establishment?	Yes/No
5.	Whether proof for average annual financial turnover enclosed?	Yes/No
6.	Whether documentary proof for having undertaken the works is enclosed?	Yes/No
7.	Whether copies of Trade License enclosed wherever applicable	Yes/No
8.	Whether copies of <u>ESIC, PF, Accidental / death Insurance</u> registration copy is enclosed?	Yes/No
9.	If yes, No. of certificates enclosed	

Details of the EMD:

S.No	Name of the Bank (DD Issued bank)	DD Number and Date	Favoring	Amount
1				

Tender Ref. No.: RFP/15/2021-22

GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. Tender documents consisting of specifications, set of terms and conditions of contract to be complied by the contractor whose tender may be accepted and other necessary documents can be downloaded from our Banks website www.canarabank.com

The site for the work is available for immediate commencement of work or shall be made available at mutually agreed date for commencement of work.

2. The tender is two Bid concept as detailed below:

- 3.1. The two bids are classified as,

- (1). The Technical & Commercial Bid and
- (2). The Price Bid.

- 3.2. The first envelope super-scribed as "Technical & commercial Bid " should be submitted in a sealed envelope containing all the following details:

i). All the schedules of the tender document, technical & commercial details of the subject tender and application format other than Price bid.

ii). The tender, (i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money and application fee as mentioned elsewhere in the documents by way of Demand Draft of a Scheduled Bank issued in favour of "Canara Bank Circle Office " payable at Kolkata.

iii). A photocopy of the Price Bid with the prices masked shall be attached in Technical Bid as '**masked price bid**' including the break up details of manpower cost. Technical Bid without 'masked price bid' will be liable for rejection.

3. **No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be liable for rejection.** The EMD of the contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter.

EMD SHOULD BE SUBMITTED ALONG WITH THE TECHNICAL & COMMERCIAL BID. SUBMISSION OF THE EMD IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD. However MSEs are exempted from paying Tender fee, EMDs as per MSME Act 2012. For getting the benefits in case of MSE firms, contractors / agencies should submit exemption certificate issued from the relevant authorities.

5. The second envelope super scribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with technical & commercial bid. Non submission of the same along with technical and commercial bid shall automatically render the entire tender being rejected. This envelope i.e. Price bid

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

should be duly filled in with values written in words and figures, and as detailed elsewhere in the tender documents.

5.1 The separately sealed envelopes containing Technical Bid and Price Bid for Security services at Circle Office Building, Kolkata shall be placed and sealed in another big outer envelope superscripted on the top of the envelope as “Offer for deploying guards for security services in Canara Bank’s Branches/Offices. The Name of the Bidder and due date for submission is to be specifically mentioned on the top of the envelope. The tender should be submitted to the **DIVISIONALMANAGER, Canara Bank, Circle office, Premises & Estate Section, 5th Floor, 21 Bells House, Camac Street, Kolkata-700016**

The date for opening the price bid will be intimated subsequently only to such firms whose technical bids are found suitable and will be published at Canara Bank’s website. The TENDERERS are requested to participate during the opening of the tender.

5.2 Tender shall be on prescribed form only which can be downloaded from Bank’s web site or can be obtained from the office of

**DIVISIONAL MANAGER,
Canara Bank, Circle Office,
Premises & Estate Section,
5th floor
21 Bells House, Camac Street, Kolkata-700016
TELEPHONE 022-26728465/63**

6. The contractor should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including labour, tools & equipments, carriage & transport, supervision, overheads & profits, mobilising and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable. The break up details of manpower cost shall be provided as per format in the price bid.

7. When a contractor signs a tender in an Indian language and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.

8. Issue of tender form / documents is as per the NIT.

9. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

conditional tenders are liable to be rejected. Incomplete tender shall summarily be rejected.

10. THE EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

12. Pre bid queries and clarification to Tender :

The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to pecokol@canarabank.com and the pre-bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to the **Divisional Manager, Premises & Estate section, Canara Bank, Circle office, Kolkata** the intending tenderers before 3:00 PM on 10.01.2022. No oral or individual consultation shall be entertained.

No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

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

Date	Time	Venue
11.01.2022	03:00 PM	Premises & Estate Section, 5 th Floor, 21 Bells House, Camac Street, Kolkata-700016

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

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 Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

12A Amendment to Tender document:

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment.

Notification of amendments will be made available on the Bank's website (www.canarabank.com) and will be binding on all tenderers and no separate communication will be issued in this regard.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

13. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule (Price Bid) will be liable for rejection.

13.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs.2.15 "P" and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should be invariably be up to two decimal places. While quoting the rate is in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found;

i) The rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct (OR)

ii) If the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct (OR)

iii) Where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.

13.2 All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialed and total of such c, i, o and ow on

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.

14. APPLICABLE GOODS AND SERVICE TAX SHALL BE PAID EXTRA AS PER THE PREVAILNG NORMS. CONTRACTOR SHOULD PRODUCE GST REGISTRATION NUMBER. THE OFFERS WITHOUT GST NUMBER WILL BE SUMMARILY REJECTED. Applicable TDS will be deducted while making the payment.

15. The contractor shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.

16. No employee of the employer is allowed to work as a contractor for a period of 2 years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the employer as aforesaid before submission of the tender or engagement in the contractor's service.

17. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

18. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

19. It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.

20. Further the tenderer shall agree that until a formal agreement on **stamp paper of Rs. 500/- is prepared** and signed, this tender shall constitute a binding contract between the tenderer and the Employer.

21. The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.

22.1 Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and nature of the works to be carried out and obtain all necessary information as to risks,

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

contingencies and other circumstances which may influence or affect their tender. No Extra Charges will be payable on account of this.

22.2 A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer 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 and local conditions and other factors bearing on the execution of the work.

22.3 In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

23. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.

24. Method of Evaluation of tender: All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tender will be opened in the presence of the available tenderer.

24.1 Both the envelope superscribed as " Technical & Commercial Bid" and "Price Bid " will be simultaneously accepted, but the envelope superscribed as "Technical & Commercial Bid " alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.

24.2 Incomplete offers and offers not accompanied by the mandatory documents and EMD shall be rejected.

24.4 After the technical evaluation, such of those tenderers found technically acceptable will be short listed and their envelope containing " Price Bid " shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.

24.5 During the course of technical evaluation if found necessary the Employer / Consultant may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for the project of". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

24.6 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

details sought for by the Employer / consultant only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information are furnished.

24.7 In case of other un-successful tenderers, the sealed Price bid along with EMD shall be returned treating it individually. The Employer reserves the right to accept or reject any of the offer's without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

25. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-

(a) Standard form of Agreement on stamp paper.

(b) Notice inviting tender, all the documents including tender, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,

(c) Price Bid / Schedule Bill of Quantities.

26. The successful bidder should submit the details of the manpower, their experience and Curriculum Vitae for necessary approval of the Bank within 14 days from the date of the award of the work.

27. The Contractor shall bring out any objections or any other additional services which shall be extended by them under the scope of work in the technical and commercial bid itself.

28. Bank reserves the right to increase/decrease the manpower as per the requirement by paying or reducing the similar amount quoted by the vendor for manpower of that category.

29. The pre bid meeting will be held on specified date as stated elsewhere in the tender document to clarify the points/ doubts in respect of the tender documents. The points requiring clarifications and any doubts shall be given in writing at least one day prior to the pre bid meeting and sent to the address mentioned above in 5.2. **Only Authorized representatives of interested service providers shall be present during the scheduled time with authorization letter.** The Bank shall clarify the queries during the pre-bid meeting followed by confirmation in Banks website. No individual consultation / communications shall be entertained. Tenderer shall submit the Technical Bid along with the addendum (uploaded in the Bank website)

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

furnished by the Bank after Pre Bid meeting. Technical Bid not containing the addendum shall be liable for rejection.

30. The prices quoted by the tenderers must comply with the Government norms.

31. The finalized tenderer should have all licenses and statutory permissions during the contract period. In case of any penalty imposed on the Bank due to non-compliance of statutory guidelines or not having any of the required licenses, the same shall be recovered from the tenderer.

32. The rates quoted shall be all inclusive rates with GST as applicable quoted separately and no claim whatsoever for any extra payment shall be maintainable. Any other Tax, any royalties, duties, levies, cess, in respect of this tender shall be payable by the PSA and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above (**excluding GST**).

33. The tenderer shall note that no claim for enhancement of rates, on the ground that cost of materials, labour has increased; existing statutory levies have been increased except increase / decrease in DA (Dearness Allowance) after tender or in any other ground, will be entertained on any account. If there is revision in DA rates as per the government guidelines, then proportionate increase/ decrease in DA will be considered as and when such situation arises. The increase/ decrease in DA will be worked out on the basis of whole time persons deployed by the agency.

34. The rate quoted in the tender shall remain valid for a period of '**SIX MONTHS**' from the date of opening of tender, for acceptance by Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds. The DA rate shall be considered as per the latest directives of Ministry of Labour & Employment, Govt of India.

35. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.

36. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.

37. If any of the guards employed by the contractor is found to be under performing or any misbehavior is found or found under the influence of alcohol or any abusive substance / reported while on duty, the same person would not be allowed to work at the building anymore and Bank reserves the right to ask for a suitable substitute.

38. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

39. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.
40. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
41. Tender shall be quoted on prescribed form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.
42. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.
43. Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.
44. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
45. Prevailing Minimum Wages as notified by Regional Labour Commissioner (Central) has to be paid to the guards employed by Contractor.
46. Payment to the guards shall be paid by 7th of every month and confirmed to the Bank.
47. The challans and other documents with regard to ESIC/PF/pay slip should be submitted along with monthly bill.
48. Offer shall be submitted on prescribed Form only i.e. documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection.
49. This offer is only for the Circle Office building depending on the credentials submitted. However, Bank reserves its right to utilize the agencies for inviting tenders for similar works for other Offices / Branches of Kolkata Circle Office's Jurisdiction.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

50. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
51. The Guards/supervisors so engaged shall have no claim of any employment with Canara Bank at any stage.

METHOD OF EVALUATION OF OFFER

SUBJECT: Deploying guards for security services at Canara Bank's Circle Branches/Offices/ATM under Kolkata Circle.

1. The offers of the applicants will be evaluated against the stipulated eligibility criteria of the Bank. Compliance of all the stipulated criteria is mandatory. In case the number of applicants meeting the minimum eligibility are more, further evaluation & short listing will be carried out by the following scoring method on the basis of details furnished by them. The minimum qualifying points shall be 70. Based on the details furnished, eligibility criteria, agencies/ parties will be short-listed and Price bids of only such short listed parties will be opened.

SR.NO	CRITERIA	MAXIMUM POINTS
a)	Experience in qualifying works during last 3 years	60
b)	Experience in works undertaken for Central/state government organizations or Central/state government undertaking or Autonomous bodies or PSU Banks / PSU financial Institutions during last 5 years	15
c)	DGR Registration/approved agency	05
d)	Organizational set up including staff strength, infrastructure facilities	20
	TOTAL	100

2. Decision of the Bank regarding selection / rejection and number of applicants shortlisted will be final and binding and no further correspondence will be entertained. The shortlisted contractors will only be informed over phone on the date of opening of financial bid. If, any information or details furnished by applicants is found to be false at any time in future or any information is withheld, which comes to the notice of the Bank at a later date, the short-listing/contract of such applicant will be cancelled immediately.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

TENDER - OFFER

I/We have read and examined the Notice Inviting Tender, , Schedules, Specifications Applicable, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified by the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **180 (One Hundred Eighty days)** from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum as stated elsewhere in the tender document is hereby forwarded as earnest money in form of Demand Draft of..... (Name of the issuing Schedule Bank) bearing no. and date

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We treat the tender documents and other records connected with the work 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 authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

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

Shri. _____, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions, entering the agreement & sign on behalf of the firm any Agreement, Bills & receipts for this work.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

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

Dated the:day of 2022

Witness,
Full Postal Address including

Name

&

Signature of Contractor
address:

Pin Code NO. & Telephone NO.

1).

2).

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1 **‘The Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between Canara Bank and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 1.2 **‘Employer / Bank’** means Canara Bank having its Head Office at 112, J C Road, Bangalore and Circle office at 21 Bells House, Camac Street, Kolkata-700016 and includes its representatives, successors and assigns.
- 1.3 **‘Competent Authority’** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.
- 1.4 **‘The Contractor or Contractors’** means the firm, company or person engaged by the Bank to carry out the work. It shall also include their legal representative(s), successors or assigns.
- 1.5 **‘Site’** means Canara Bank Branches/Offices/ATMs.
- 1.6 **‘Contract value’** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.7 **‘Tendered value’** means the value of the entire work as stipulated in the work order.
- 1.8 **‘Works’ or ‘work’** means the work(s) described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes labour, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- 1.9 **‘Month’** means calendar month.
- 1.10 **‘Week’** means seven consecutive days.
- 1.11 **‘Day’** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

- 1.12 Where the context so requires, words imparting the singular only also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa

2. **Language :**

The language in which the contract documents shall be drawn shall be English.

3. **Scope of Work**

The Employer (Canara Bank) is having Branches/Offices/ATMs in the states of West Bengal and Sikkim.

The agency is required to deploy trained & experienced security personnel for security services for the external areas and some of the designated internal areas at the subject premises round the clock. The scope includes guarding and patrolling the property, preventing unauthorised entry, operating the boom barrier, pole barriers, under vehicle scanner, X- ray scanner, visitors management, issuing visitors pass, parking management etc.

The security personnel deployed at the building will have total control over the ingress/egress of the personnel employed by the above agencies besides the visitors.

The security personnel thus engaged shall report to the security officer of the Bank and the work allocation shall be as decided by the security officer of the Bank. Bank may deploy their inhouse security personnel besides the agency thus engaged.

4. **Contractor to inform himself fully**

The service contractor shall be deemed to have visited the site of work, site conditions, job requirements, accessibility and have fully informed himself regarding the local conditions and quoted the rates in the tender accordingly. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions.

5. **Work Order**

Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

6. Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within one month thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

7. Earnest Money Deposit (EMD)

The tenderer shall furnish **EMD** in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of Canara Bank, payable at Kolkata. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

7.1 FORFEITURE OF EMD: Bank reserves the rights to cancel the order and forfeit the EMD if,

- Security Deposit is not submitted within the stipulated time;
- Agreement is not entered within stipulated time;

-The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the contractor fails to enter into a formal agreement or fails to commence the work within the stipulated time.

8. Insurance

Before taking up the work, the Contractor shall, without in any way limiting his obligations and liabilities, obtain and submit to the Employer proper ESIC policy for the workmen deployed by him. The Contractor shall provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the validity of the contract. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer. No work shall be taken up by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account.

9. Security Deposit

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

The successful bidder should submit a Security Deposit for **10% value of the first year contract (annual cost)** within **fourteen days** from the date of acceptance of the tender for due performance of the Contract. The Security Deposit can also be submitted by way of Bank Guarantee issued by a Scheduled Bank in India other than Canara Bank.

The Bank Guarantee should be **valid for 36 months** from the date of commencement of contract. The guarantee should also contain a **claim period of three months** from the last date of validity.

In case the contractor fails to deposit the said performance guarantee within 10 days or the extended period if any, the Earnest Money deposited by the contractor may be forfeited without any notice to the contractor.

The contractor's authorised representative shall be in attendance in Canara Bank premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Canara Bank, the contractor shall be personally responsible and shall make good the loss forthwith.

The contractor shall continuously protect the Employer's properties from any damage/loss and he shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to perform his duty and any damage/loss is caused to Bank's property due to negligence of the agency/guards deployed by him, the Bank reserves the right to invoke the Performance Guarantee to the extent of such financial losses caused to the Bank.

Further, in the event that the contractor does not comply with the payments and other statutory obligations under various labour laws and other Acts pertaining to Bonus, Leave wages, Gratuity, or in an event where the Principal employer is required under the provisions of the Contract Labour (Regulation and Abolition) Act, to make the payments to the contractors' staff, the Bank reserves the right to invoke the performance guarantee and the EMD shall also be forfeited. The contractor has to extend the said guarantee as directed by the Bank, in the event the contract is extended beyond the stipulated period. Once the contract is completed in all respects as per the terms and conditions of the contract then only the performance guarantee will be released.

10. Assignment, subletting and contractor's superintendence

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the Bank has liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

11. Protection of works and property

The contractor shall continuously protect the Employer's properties from any damage/ loss and He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control.

12. TERMINATION:

(a) Canara Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim compensation by Contractor for such termination of Contract.

(b) As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.

13. The contractor shall follow such Act, rules and regulations of the State/Security Guard Board of West Bengal and Sikkim that are in force and that may be framed from time to time and Canara Bank shall not be responsible for any infringement of the various statutes in force by the contractor.

14. The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

15. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bills payable to contractor.

16. Wages to be paid and Escalation

a. The applicant shall quote the wages payable per month for each year as per the format given under Price bid.

b. The wage to be quoted shall be inclusive of the basic, the DA, House rent allowance, Employees provident Fund Contribution, ESIC contribution, conveyance, bonus etc payable to the personal engaged and Bank shall not pay anything over and above the quoted rate.

c. If there is revision in **Basic/ DA** rates as per the government guidelines, then proportionate increase in **Basic/DA** component will be considered as and when such situation arises.

Tender Ref. No.: RFP/15/2021-22

The pay structure to all categories of guards/supervisors should necessarily have the components of Basic, DA, PF, ESIC, Allowances and other statutory payments as applicable.

17. Uniform

The contractor will provide uniform (including shoes) to all the employees deployed by him in the premises within the quoted rate(s) and no extra payment beyond quoted rates will be made to contractor on this account.

18. Payment of Bills by the Bank

The payments shall be made monthly within 7 working days of submission of the bill for the actual number of guards engaged.

The monthly bills in respect of the contract staff deployed by you at canarabank building would be processed only after all documents as indicated below are submitted along with the bill:

- i. PF challan for the previous month. Please note that a separate sheet mentioning the names of the staff deputed at Canara Bank and clearly mentioning the amount credited against their account with the PF office should be submitted. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- ii. ESIC challan for the previous month. Please note that a separate sheet mentioning the names of the staff deputed at Canara Bank and clearly mentioning the amount credited against their account with the ESIC office should be submitted. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- iii. The original wages register, which has been signed by your employees deputed at Canara Bank for receipt of payment for the previous month should also be submitted for certification of Canara Bank representative as the principal Employer.

Note: The vendor will furnish the relevant proof/ challan for payment of PF & ESIC alongwith the nominal roll of the staff deployed.

19. Work on Sunday and Holidays

Tender Ref. No.: RFP/15/2021-22

The contractor has to deploy the guard as per the strength sought on Sunday and holidays at specific sites as per requirement specified by bank No Extra payment on this account will be made by the Employer

20. Additional Man Power

Should any new areas of work transpire which the Employer considers are not envisaged as being part of this tender, the prices for the new scope of work shall be arrived proportionately on the basis of actual number of guards deployed. In the event of non agreement of the rates, the Employer reserves the right to get the services through any other agency so appointed for.

21. Facilities by the contractor

The contractor will provide mobile phones to the security supervisors deployed by him and the charges towards the same are deemed to be included in the rate/s quoted by the contractor and no payment beyond quoted rate/s will be made to the contractor on this account.

22. Compliance with all statutory requirements

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / Security Guard Board for Kolkata & Sikkim authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for carrying out the work. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from. The contractor should assist the Employer for preparing necessary registers/ records that have to be maintained by the Principal Employer and timely submission of the same to the concerned Labour Office.

PSAs 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-6 of the Companies Act 1956. A declaration duly signed and stamped by the Owner of the Company on the Company letter head to be provided by PSA.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

Other compliances:

One third of the Guard deployed shall be trained/competent in handling the above security equipments like X-scanner/under vehicle scanner etc.

The age profile of the guard shall not be beyond 45 years and shall be physically & mentally fit.

The guard deployed in the premises shall not found under the influence alcohol, narcotics or any abusive substances.

All contract staff deputed by the contractor at Canara Bank site should have Identity card issued by the contractor.

23. Local Laws, Acts, Regulations

The Private Security Agencies (PSAs) who fulfill the following laid down criteria will be eligible to apply

1. PSAs should have the necessary clearance and valid PSARA licence issued by the state Licencing authority in accordance with section 4 and 7 of Private Security Regulation Act 2005 and Private Security Agencies Rules 2008, to operate in the Geographical jurisdiction of the concerned state and all district falling under Kolkata Circle.
2. PSAs should have registration under Shops and Establishments Act. PSAs should have necessary registration with the Labour department and other Govt department for compliance of all statutory Govt. requirements applicable to Security Agencies.
3. PSAs should have a valid certificate under EPF and misc. Provisions Act 1952 and the PSA should have been submitting EPF contribution online.

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work.

- a. Minimum Wages Act, 1948
- b. Payment of Wages Act 1936
- c. Workmen's Compensation Act 1923 (Amended), as applicable
- d. Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- e. Apprentice Act 1961
- f. Industrial Employment (Standing Order) Act 1946
- g. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

- h. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof.
- i. Employees State Insurance Corporation Act
- j. Shop and Establishment Act, as applicable
- k. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

24. Commencement of Works

1st day of the month succeeding the month in which work order is issued by the Employer or otherwise intimated with a minimum time gap of 14 days from the date of issue of work order.

25. Contract period

The work shall be awarded for a period of three years from the date of commencement of the work. The contract period may be extended for a further period on mutually agreed terms. The extension of contract is to entire discretion of Bank. If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, with a notice of winding up within a period of one month.

26. Accommodation for guards

No accommodation for guards is available at the site. The guards shall not be allowed to stay in the premises and the Contractor shall make his own arrangements for the accommodation of the guards deployed by him.

27. Dismissal of Workmen

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

28. Reporting and Record keeping

- a. Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

b. **Performance Review Meeting**

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

29. Termination of Contract

If the contractor fails to perform any of its obligations under this agreement or if the Bank is dissatisfied with the services of the Contractor, the Bank may terminate the services of the Contractor, with a notice of winding up within a period of one month of written notice. The Bank should not be liable for any cost/ damage/ expenses or any loss whatsoever that the Contractor may suffer on being served with winding up notice by the Bank.

30. Settlement of Disputes and Arbitration

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this agreement, or covering anything therein contained or arising out of this agreement, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to sole arbitration by a person selected by the contractor out of the panel of three names supplied by the Bank and appointed by THE GENERAL MANAGER, CIRCLE OFFICE, KOLKATA within 30 days from such selection by the contractor.

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at KOLKATA or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The contractor shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the contractor does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the agreement in respect of these claims.

31. Force Majeure

Neither the Employer nor contractor shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations,

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

32. Accidents

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

33. SOCIAL MEDIA POLICY :-

No person of the bank or the 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 contractors and third parties shall be construed as violation of social media policy:

- a) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- b) 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.

34. Declaration

I/We have inspected the premises and have made fully acquainted with the local conditions. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Article of Agreement, Conditions of Contract etc. and understood the same and on the basis of the same, I/We quote our rate/s in the schedule of quantity attached with the tender document.

Signature of Tenderer

Address :

Date :

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

ANNEXURE - A

INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Bangalore on this _____ day of _____ month of year two thousand and twenty(2021) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____ (hereinafter referred to as Contractor)

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.

Whereas Canara Bank has invited sealed tenders on lumpsum rate basis from pre-qualified Contractors for **deploying guards for security works at Canara Bank's Branches/Offices/ATMs in West Bengal and Sikkim**. The Contractor was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Canara Bank, Head Office vide their letter.....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with Canara Bank and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Canara Bank on

In consideration of Canara Bank having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the Canara Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contractor hereby indemnifies and keep Canara Bank indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by Canara Bank on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

ANNEXURE - B

CONTRACT AGREEMENT FORMAT

This agreement made the _____ day of the month of _____ in the year 2021 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) and assigned Branch/Office of Canara bank represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ S/D/o _____
resident of _____ the sole proprietor of
M/s _____ having office at the following address

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorised Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous that certain works like deploying of guards for security services in its Branch/Office/ATM as detailed in the notice inviting tender and their office mentioned and called for invitation to tender and the tender opened on _____ furnished by the tenderer for the deploying of guards for security services in Canara Bank Branches/Offices etc. has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

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) Notice inviting Tender
 - b) General Rules and Instructions for the guidance of tenderers.
 - c) The Tender offer, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - d) General Conditions of contract along with Annexures thereto.
 - e) Schedules A & B consisting of Technical Specifications, Special Conditions and testing, drawings if any, etc.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

[Note : * Strike off whichever is not applicable]

f) Tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, technical brochures, drawings and such other details etc.

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to carry out the works in the Branches/Offices etc. in West Bengal and Sikkim complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents for a period of one year from _____ which shall form part of this agreement.

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

Signed, _____ sealed _____ and _____ delivered _____ by _____ the _____ said
tenderer, _____
to _____ the
Employer _____ in the presence of:

Signature of the Contractor
Bank
(with seal)

For & On behalf of the Canara
Bank
(with seal)

Witness :

1).

2).

Tender Ref. No.: RFP/15/2021-22

ANNEXURE - C

SECURITY DEPOSIT FORMAT

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.

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

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

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
 - (i) 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 of 3 Months).

PLACE:

DATE :

SIGNATURE

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

ANNEXURE - D

**INTEGRITY PACT FORMAT
PRE CONTRACT INTEGRITY PACT**

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the ____ month 20____, between, **CANARA BANK** hereinafter referred to as "**The Principal**", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

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

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

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

Section 1 - Commitments of the Principal

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

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

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

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

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Tender Ref. No.: RFP/15/2021-22

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

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

(1) Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of CANARA BANK while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

period of five years, which may be further extended at the discretion of the BUYER.

- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

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

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

Section 4 - Compensation for Damages

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

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

Section 5 - Previous Transgression

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

Section 6 - Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(For& Onbehalf ofthe Principal)
Contractor)

(For & Onbehalf of Bidder/

(OfficeSeal)

(OfficeSeal)

Place:

Date :

Witness 1:
(Name&Address)

Witness 2:
(Name&Address)

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

ANNEXURE - E

SELF DECLARATION: REGARDING COMPANY NOT BEING BLACKLISTED

Ref:

Date:

To,
The Divisional Manager
Canara Bank,
Premises & Estate Section,
Head Office, Bengaluru

In response to the tender No. _____ dated _____ as owner/ partner/ Director of _____ I/We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time. We have not been blacklisted by IBA or any other agency in the past. We also undertake that no employee of Canara Bank is in any way connected with or directly involved in the management or activities of our company.

I/We further declare that there has been no damage to records at any of our facility due to FIRE / BURGLARY.

Signature:
Name:
Designation:
Seal:

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

ANNEXURE - F

SELF DECLARATION: REGARDING COMPLIANCE OF MINIMUM WAGES ACT

Ref:

Date:

To,
The Divisional Manager
Canara Bank,
Premises & Estate Section,
Head Office, Bengaluru

In response to the tender No. _____ dated _____ as owner/ partner/ Director of _____ I/We hereby declare that our Agency is paying all skilled/ semi-skilled/ unskilled labours/ guards as per the prevailing Minimum Wages Act based on the latest directives of Ministry of Labour & Employment, Govt. of India.

Signature:
Name:
Designation:
Seal:

Tender Ref. No.: RFP/15/2021-22

PART-2 PRICE BID **(TO BE SUBMITTED IN A SEPARATE SEALED COVER ALONG WITH THE BREAKUP OF THE RATES)**

(This part of the tender should be submitted in a separate envelope and price bid shall be quoted only in this form and no other form will be accepted. However, for any additional information etc., separate sheet may be attached if necessary)

NATURE OF WORK	Deploying guards for security services at Branches/Offices etc. in states of West Bengal and Sikkim for Canara Bank.
<u>Condition of price bid</u>	
GST	The price to be quoted is exclusive of GST. Applicable GST will be paid extra by the Bank as per the extant Government guidelines.
Payment	Bank will make the payments on monthly basis after satisfactory completion of the work every month <u>and on receipt</u> of the bill.
Date of Payments	The contractor has to make the payment for the Workers engaged for the above work on or before 8th day of the succeeding month during working hours on working day and the payment shall not be less than the MINIMUM WAGES stipulated by the Ministry of Labours, Government of India, or Government of Maharashtra, whichever is higher as applicable for the entire work force.
Uniforms for the workers	The contractor has to provide the Bank approved uniforms and shoes to the work force. The cost of the same shall be included in the prices quoted. No separate payments will be made by the Bank for the uniforms and shoes. The contractor should ensure that the work force should be strictly in the uniform during the shifts.
Renewal of Contractor	The rates are sought for one year. The same rates shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account except increase/decrease in DA in case of manpower charges for security services. The contract will be renewed every year depending upon the satisfactory service of the agency/contractor.
Evaluation of L1	The rates are sought only for one year. The total cost for the above will be taken for evaluation of the L1. The same rates shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account except increase/decrease in DA in case of manpower charges for housekeeping services.

Tender Ref. No.: RFP/15/2021-22

Sl No.	Designation	No of personnel	Amount per individual per month	Total per month
1	Armed Guard	101		
2	Guard(Unarmed)	07		
Total Amount				

GST will be payable extra as applicable

(Signature)

Name of Authorised signatory

Designation

Name of company

Tender Ref. No.: RFP/15/2021-22

The breakdown for the 1st year to be given in the following format:-

<u>Sr No</u>	<u>Particulars</u>	<u>Percentage</u>	<u>Supervisor (Per personnel for 8 hrs shift)</u>	<u>Security Guard (Per personnel for 8 hrs shift)</u>
1.	Basic + VDA (8 hours X 26 days) as per current Govt of India/Min of Labour and Employment Notification			
2.	Reliever charges			
3.	Employees Provident Fund (EPF) & Employees Deposit Linked Insurance (EDLI) & Admin Charges to PF & EDLI authority			
4.	ESIC			
5.	Weekly Off/ National Holidays			
6.	Special Duty Allowance, if any			
7.	Any other charges / cost head (Pls specify)			
8.	Total Wages			
9.	Service Charges			
10.	Total (for 8 hours/ Guard/month)			
11.	GST as applicable			
12.	GRAND TOTAL- CTC TO BANK			

(Signature)

Name of Authorised signatory

Designation

Name of company

Signature of tenderer with seal

Tender Ref. No.: RFP/15/2021-22

The Contractors are requested to quote for the entire services for the full building per month. No enhancement over and above the quoted rate shall be allowed on any account except increase/ decrease in DA. If there is revision in DA rates as per the government guidelines, then proportionate increase/ decrease in DA will be considered as and when such situation arises.

The Basic and DA component shall be considered as per the latest directives of Ministry of Labour & Employment, Govt. of India.

Sl No	Description of Work	Amount Quoted (Rs) Excluding GST	
		Per Month	Total per year
1.	1 st Year		
2.	2 nd Year		
3.	3 rd Year		
	<u>TOTAL</u>		
	<u>GST</u>		
	<u>Total Amount including GST</u>		

(Signature)

Name of Authorised signatory

Designation

Name of company

Signature of tenderer with seal