



**Reserve Bank of India
Human Resource Management Department
Kolkata**

NOTICE INVITING TENDER

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

1	Description of Works	Annual Contract for undertaking deployment of Sniffer Dog Service with handlers at Reserve Bank of India (RBI) properties located at: - Reserve Bank of India, Main Office Building as also Annex Building, at 13 & 15, N.S. Road, Kolkata 700001 by deploying two (02) Sniffer Dogs (preferably Labrador Retriever / German Shepherds) with handlers.
2	Estimated Cost	₹10,00,000/-
3	Earnest Money Deposit	₹20,000/- (2% of Estimated Cost) [To be deposited through NEFT in favour of Reserve Bank of India, Kolkata in the A/c No. - 186003001, IFSC – RBIS0KLPAO1 mentioning Name/ Company Name of the vendor in NEFT transaction remarks] or through DD in favour of RBI Kolkata.
4	Validity of Quoted Rates	Initially for 6 (six) months (to be renewed and extended on mutual terms and conditions for a period of one year at a time but not beyond three years).
5	Bank Guarantee	₹50,000/- (5% of Estimated Cost) (to be submitted by successful bidder)
6	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through https://www.mstcecommerce.com
7	E – Tender No.	RBI/Kolkata/HRMD/12/22-23/ET/70
8	Date of NIT available (viewing of Tender) to parties for download	June 11, 2022 at 17:00 hrs
9	Transaction Fees	Fees will be submitted to MSTC https://www.mstcecommerce.com

10	Schedule of offline Pre-bid meeting	June 13, 2022 at 15:00 hours at Human Resource Management Department, 5 th Floor, Reserve Bank of India, 15, N.S Road, Kolkata 700001.
11	Date of Starting of e-Tender for Online submission on MSTC website	June 14, 2022 at 10:00 hrs.
12	Last Date of Submission of EMD to RBI, Kolkata	July 06, 2022
13	Date of Closing of Online e-tender for submission of Technical & Commercial Bid	July 07, 2022 at 14:00 hrs.
14	Date and Time of Opening of Part I i.e. Technical bid	July 07, 2022 at 15:00 hrs.
15	Date & Time of Opening of Part II i.e., Commercial Bid	Will be communicated in Due course.



PART I

Tender for Annual Contract for undertaking deployment of two (02) Sniffer Dogs with handlers for RBI, Main Office Premises as also Annex building, 13 & 15, N.S. Road, Kolkata 700 001

Name of the Tenderer: _____

Address: _____

Date of pre-bid meeting: **June 13, 2022 (15:00 hrs.)**

Date of on line submission: **June 14, 2022 to July 07, 2022**

Date of opening of Tender (Part-I) **July 07, 2022 (15:00 hrs.)**



Pre-Eligibility Criteria

Criteria	Requirement
1. Duration of Past experience	<p>(a) Should have a minimum 3 years of experience as on December 31, 2021. Tenderers should furnish their Client list showing the details of work carried out by them during the last 3 years. The list shall include details such as Name of Client, Value of Work executed etc. The Tenderer should submit documentary evidence in support of minimum experience of 3 years.</p> <p>(b) The Tenderer should be providing services in any of the following segments (i) Four Star Hotels or above, (ii) International/ Domestic Airports, (iii) Metro Railway Stations, (iv) Luxury Shopping Malls, (v) Reputed/Public/Private Sector banks/enterprises. Tenderer should produce the copies of work orders from clients mentioned above.</p>
2. Yearly Turnover	<p>Should have an average annual turnover of 100% of the Estimated Cost or more during the last three financial year ended March 31, 2021. A Certificate from Chartered Accountant (CA), along with the Balance Sheet, duly certified must be mandatorily submitted along with the tender. Any tender document without the Balance sheet and a CA certificate regarding the turnover will be rejected.</p>
3. Service Set up	<p>Certificate in support of having a full-fledged service set up for the job specified in the Tender documents should be uploaded. (To be uploaded in e-tendering portal)</p>



4. Details of Company/ Firm/ Agency	The full particulars of the Company/Firm/Agency/ in details are required to be submitted. In case of a company, the certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/individuals involved therein along with the names(s) and address(es) etc. are to be submitted.
5. Credit worthiness of the Agency	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with creditworthiness certificate from the bankers with a copy of the latest final accounts of the business of the bidder duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years. (To be uploaded in the e-tendering portal)
6. Name and Address of the Banker and their present contact executive	Written information about the names and addresses of the bankers of tenderers along with full details, like names, postal addresses, e-mail IDs, telephone nos. (Landline and mobile), fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by RBI in case it is so needed) should be uploaded . (Annex-I to be filled and uploaded in the e-tendering portal)
7. Details of Bank Accounts	Full particulars of the bank accounts of the tenderers like the bank branch address, IFS Code, account no and type, when opened, etc., should be submitted (uploaded).
8. Names and Addresses of the Clients and their present contact executives	Written information about the names and addresses of the clients like e-mail IDs, telephone numbers, fax numbers, etc., should be uploaded.
9. Details of Work	The Client wise type of the work executed, awarded, actual cost of executed work, names, addresses and contact details of officers/ authorities/ departments under whom the work was executed should be furnished/ uploaded.
10. Documents to be submitted	a) Audited or Chartered Accountant certified statement of accounts for the last 3 accounting years.



	<ul style="list-style-type: none">b) Copies of Income Tax Return filed with the Income Tax Department for the last three years.c) Copies of applicable tax registrations. viz PAN, TIN, GST etc.d) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.e) Copies of E.P.F.O Registration Certificate and E.S.I.C registration certificates.f) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.g) Details of the Bank Account held by them in a scheduled bank in India.h) Copy of certificate regarding the explosive sniffing proficiency of the sniffer dogs to be deployed from any Govt. institution or Govt. recognized institution.
11. List of Deviation- Technical, if any	
12. List of Deviation – Commercial, if any	

Note:

1. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.
2. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.



INSTRUCTIONS TO TENDERERS

1. Pre- Bid Meeting

- a) Tenderers requiring any clarification regarding this document shall contact RBI in writing at the mentioned email address provided in this document or raise enquiries during the pre-Bid meeting.
- b) The tenderers' designated representatives are invited to attend a pre-bid meeting on **June 13, 2022** at 15:00 hrs. at Human Resource Management Department, 5th Floor, Reserve Bank of India, 15, N.S Road, Kolkata 700001. The purpose of the meeting will be to clarify issues and to answer questions raised at that stage.
- c) The tenderers shall submit queries, if any, by sending e-mail, to RBI's email address mentioned in this document, not later than one day before the date of the pre-Bid meeting.
- d) Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.

2. Documents comprising the Tender

The Tender shall comprise of the following:

- Notice Inviting e-tender
- Technical Bid Details
- Commercial Bid Details
- Earnest Money Deposit (EMD) through NEFT to following A/c:

A/c Number	186003001
IFS Code	RBIS0KLPA01 @

Format of Performance Bank Guarantee to be furnished after award of contract by the successful bidder.

- Format of Agreement to be entered into between the successful bidder and the RBI.
- **@ 0 = Zero**

3. Period of Validity of Tenders

- a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.



4. Submission, Sealing and Marking of Tenders

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

5. Deadline for Submission of Tenders

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

6. Late Tenders - No Tender after the deadline shall be allowed on the e- portal.

7. Tenderers are advised to consider the tentative labour cost as prescribed by Government of India (Ministry of Labour & Employment), Office of Chief Labour Commissioner (C), New Delhi while quoting the rates.

8. Tender Opening

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/ their authorized representatives who choose to be present. Part-II (Commercial Bid) only will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/ E-mail/ Telephone call. The decision of RBI in this regard will be final.

9. Bid Evaluation Criteria

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)



10. Clarification of Tenders

- a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.
- b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

11 Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of value not less than ₹100/- within 10 days of award of work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

12 Bank Guarantee

- a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) of ₹ 50,000/- (Rupees Fifty thousand only) in accordance with the Performa given in [Annex-III](#). The BG should be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.
- b) Failure of the successful tenderer to submit the Bank Guarantee of ₹ 50,000/- (Rupees Fifty Thousand only) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
- c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

13. Disclaimer

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.



c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note- The tenderers may visit the site before quoting the rates to assess the quantum of work.



PART I – TECHNICAL BID

From,

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To

Regional Director
Reserve Bank of India
13 & 15, N.S. Road
Kolkata – 700001

Sl. No.	Particulars	Details to be filled in by the Tenderer
1	Name of the Tenderer	
2	(a) Type of Company/Agency/Firm – (whether Proprietorship / Partnership / LLP / Pvt. Ltd./ Ltd. Company) (b) Date of Establishment (c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same	
3	Name of the proprietor/ partners/ directors of the Tenderer with designation	
4	Regd. Office/ Business Address of the Tenderer along with Telephone No., Mobile No., Fax No. and e-mail.	



	<p>(a) Whether having own office in Kolkata (b) Address of the local office at Kolkata. (c) Name of the authorised official and his/ her telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	
5	<p>Work Experience – Details of work experience as per the requirement in the Pre-Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services at any office of Reserve Bank of India or Government/ Semi – Government/ Public Sector Undertakings/ Banks/ MNCs should also be given.</p>	
6	<p>Whether average annual business turnover of last three financial years is 100% of the estimated cost of the work. Supporting documents should be enclosed in proof of turnover.</p>	
7	<p>Income Tax Returns of last three Financial years – F.Y. 2018 – 19, F.Y. 2019 – 20 and F.Y. 2020 – 21 (Self-Attested Copy to be submitted)</p>	
8	<p>Whether registered with Labour Department under the Contract Labour ((Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. (If yes, copy of certificate to be uploaded)</p>	
9	<p>Names and Addresses of the bankers. The bankers Certificate regarding creditworthiness of the tenderer is to be given by the banker on their letter head through e-mail as per format attached with this tender document. (Annex – I)</p>	



10	Names and Addresses of the existing clients along with their full details. The feedback from top three existing clients is required to be uploaded as per format attached with this tender document (Annex-II).	
11	The Bank Account (IFS Code and Account Number) where payments would be received by the organisation of the tenderer.	

Copies of Documents required to be submitted for Technical Bid:

1. Audited annual financial statements (for F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2020-21).
2. Income Tax Returns for last three financial years i.e., F.Y. 2018-19, F.Y. 2019-20 and F.Y. 2020-21.
3. List of Clients.
4. Feedback from top three existing clients.
5. Incorporation documents.
6. Copies of the PAN, Tin and GST Registration wherever applicable.
7. **Copy of certificate regarding the explosive sniffing proficiency of the sniffer dogs to be deployed from any Govt. institution or Govt. recognized institution.**
8. Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.



DECLARATION

(To be submitted in the Technical Bid on the Letter head of the tenderer, duly signed by its authorised signatory)

1. The information provided by me/us is/ are true to the best of my/ our knowledge and if any information is found incorrect or false, I/ we may be debarred from the tender process/ being awarded the contract.
2. I/ We agree to abide by the terms and conditions stipulated by RBI as mentioned in the tender documents.
3. I/ We also agree that our tender will remain valid for acceptance by the RBI for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such further periods as may be mutually agreed upon between RBI and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.
4. I/ We understand that RBI, Kolkata reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this _____ day of _____ 2022.

Signature:

Name:

Seal of the Tenderer



DETAILED SCOPE OF WORK

The agency, awarded the tender, will be required to provide following services to the Bank:

- i) The Agency will provide the services of two sniffer dogs (preferably Labradors/German Shepherds) with handlers to the Bank.
- ii) Duty hours of one of the sniffer dog with handler will be from 8 AM to 4 PM and the other sniffer dog with handler will be from 10 AM to 6 PM on all days. One dog will be deployed in each shift of 1-2 hours, at the office premises of RBI, Kolkata. At any given point of time, one dog shall be on duty and the other dog should be available in the office/dog rest room.
- iii) The dogs should be within the age of 6-8 years and should be subjected to physical fitness and olfactory tests by a veterinary doctor. Fitness test by a veterinary doctor and a certificate should be submitted to the bank in this regard every six months.
- iv) The dog should have undergone training initially for two months and thereafter dog and handler should undergo refresher training every six months.
- v) The dog should be put through simulated exercises on a regular basis for detecting explosive substance concealed on human beings, hidden inside vehicle etc. with the help of training aids.
- vi) Each dog is required to conduct at least one practice search every month.
- vii) The dogs should be available for duty as and when required by the Bank during the working hours. The Bank shall utilize the dogs for sanitization of any of the Bank's premises. The Bank shall make every effort to make arrangements for taking the dogs to the other premises. In case the Bank is not able to make transport arrangement, the Security Agency shall utilize any suitable mode of transport and Bank will make reimbursement of the transportation charges.
- viii) The grooming of dogs and maintenance/cleaning of rest room for dogs and litter, if any, on a daily basis, shall be the responsibility of the Agency.
- ix) The Agency shall submit medical certificates for the dogs as well as handlers before they are pressed into service, stating that they do not suffer from any communicable disease or any illness which will hamper their proper functioning and that the dogs are immunized.
- x) If a dog or handler is unable to attend duty due to sickness/ill health, the Agency shall provide suitable substitute with same capabilities, breed (dogs) of competence.
- xi) The dogs deployed should undergo periodic test every quarter and checks at the Agency's own cost and necessary test certificates as well as dog health certificate should be submitted to the RBI, Kolkata.
- xii) The Agency has to submit an undertaking to the effect that it is in compliance with the applicable provisions of Prevention of Cruelty to Animals Act, 1960.



xiii) The hiring charges shall include the remuneration of the dog handlers and reliever for weekly offs and leaves of the handlers. The Bank shall pay GST at applicable rates. It will be the responsibility of the Agency to ensure that payment to the handlers is as per the provision of the Minimum Wages Act.

xiv) The responsibility of providing food and water to dogs and meal/tea/coffee to handlers will be with the Agency. Dogs' food brands will be Royal canine/drools premium/pedigree premium. The authorised representative of the Regional Director may conduct surprise check to verify the hygienic condition and food provided to the dogs.

xv) The sniffer dogs should be trained to detect all kinds of explosives, i.e., RDX, TNT, Gunpowder, PEK, etc. (the list is only indicative and not exhaustive).

xvi) The Agency has to submit proof of local office address, contact no/names of officials handling the Contract.

xvii) A representative of the agency should visit monthly to carry a hygiene and sanitation inspection of the living area of handlers and the rest room for dogs.

xviii) The Agency shall arrange for visit of a veterinary doctor at least once in a quarter to check the health and hygiene conditions of Dogs deployed for the purpose of the contract.



Terms and condition for providing Sniffer Dogs with Handlers at RBI, Kolkata (Main Office Building including Annex Building), 13 & 15, N. S. Road, Kolkata - 700001

PERIOD OF CONTRACT

The contract would initially be valid for a period of Nine (09) months unless earlier terminated in accordance with the termination clause. The contract may be renewed and extended on mutual terms and conditions for a period of one year at a time but not more than three years.

1. WORKING HOURS

- a. The successful bidder is required to deploy their dogs and handlers on all days.
- b. Duty hours of one of the sniffer dog with handler will be from 8 AM to 4 PM and the other sniffer dog with handler will be from 10 AM to 6 PM.

2. GENERAL TERMS & CONDITIONS

- i. The Reserve Bank of India, Kolkata intends to invite e-tenders from reputed Companies/Firms for undertaking deployment of two (02) Sniffer dogs, preferably Labrador Retriever / German Shepherds with handlers at Bank's Main Office premises situated at 13 & 15, N. S. Road, Kolkata – 700 001.
- ii. Intending applicants will have to satisfy the Bank with documentary evidence in support of their possessing required eligibility and in the event of their failure to do so the Bank reserves the right to reject their application.
- iii. The service providers should have complete information on the Dog Handlers engaged by them. **Police Verification Certificate is a must for the Dog Handlers deployed in the premises of the Bank and the police verification reports shall be made available to RBI, Kolkata prior to their deployment.**
- iv. The service provides shall be responsible for and make good any loss or damage, caused by any act or default, on their part or on the part of their employees/agents to the Bank's property.
- v. The service provider shall furnish certificate of registration/license from the competent Government authorities. They will ensure compliance with all laws relating to animal safety and prevention of cruelty to animals. RBI will not be liable for breach of any prevalent laws. Necessary documents, if any, are to be furnished.
- vi. The successful bidder shall ensure that the entire workforce deployed are courteous and having good etiquette and good behaviour and are well groomed and having good communication skills and maintain personal hygiene and should project an image of utmost discipline.
- vii. In case any of the personnel(s) deployed by the successful bidder under the contract is (are) absent, a substitute shall be provided immediately. In case of absence without providing substitute(s), RBI reserves the right to impose penalty equal to the daily wages of the absent personnel and the same shall be deducted from the successful bidder's bills.



- viii. In case it is observed that the personnel deployed by the successful bidder is/ are repeatedly late in reporting for work or leave the premises without completing their work before scheduled timings, RBI reserves the right to impose monetary penalty as deemed fit.
- ix. In case any complaint is received regarding misconduct/misbehaviour of the personnel engaged by the successful bidder or of poor quality of work, a penalty of ₹ 2000/- for each such incident shall be levied and the same shall be deducted from bill of the successful bidder. Further it shall be obligatory upon the successful bidder to remove the said personnel from the site immediately after being notified by RBI.
- x. Every employee so engaged by the successful bidder shall wear uniform having firm/ company's etc name and logo, shoes/ sandals and a badge bearing his /her name, while on duty.
- xi. The RBI has the right to ask for removal of any personnel deployed by successful bidder on sufficient ground.
- xii. The successful bidder shall not engage any sub-agency or transfer the contract to any other person in any manner.
- xiii. The successful bidder shall along with other relevant particulars arrange to obtain Police Verification Report on character and antecedents of its personnel to be deployed. The successful bidder shall submit their passport size photographs before engaging them for duty in RBI's Main Office Building including Annex Building. Only able bodied, physically fit, well trained, literate, well mannered, disciplined and honest personnel preferably between the ages of 21-45 years shall be deployed as handlers. A certificate to the effect that Police Verification of all employees deployed in the services of the RBI has been done and are available with the successful bidder, needs to be submitted within one month of coming into effect of contract to RBI. RBI can verify these at any point of time during the continuation of contract. **This is an important condition of the tender.**
- xiv. **The Successful bidder should ensure that all the dogs along with handlers deployed are adequately insured, for which no extra payment will be made by RBI.** RBI will not be liable for any damages/ injuries to the persons deployed by the successful bidder as a part of execution of this contract. All liabilities arising out of any accident or death while on duty shall be borne by the successful bidder.
- xv. The successful bidder and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by RBI and shall not knowingly lend to any person or company any of the effects of RBI under its area of responsibility.
- xvi. The successful bidder shall be responsible for maintaining all property and equipment of RBI provided to it. Any damage or loss caused by its persons to RBI in whatever manner would be recovered from the successful bidder.
- xvii. In the event of any loss caused to RBI, as a result of any lapse on the part of the successful bidder, the said loss will be claimed from it up to the value of the loss. The decision of the Regional Director, RBI, Kolkata in this regard will be final and binding on the successful bidder.



- xviii. Any liability arising out of any litigation or any act of successful bidder's personnel shall be directly borne by it including all expenses/ fines. The successful bidder's personnel shall attend court as and when required.
- xix. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour Laws or Regulations, be directed to be paid by RBI in connection with the contract to be entered into between RBI & the successful bidder, such money shall be deemed to be payable by the successful bidder to RBI within fifteen days of such instructions. RBI shall be entitled to recover this amount from the successful bidder by deduction from money due to it.
- xx. The Vendor shall indemnify and hold RBI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the work/ services under the contract provided by the successful bidder.
- xxi. RBI shall not be under any obligation to provide employment to any of the personnel deployed by successful bidder after the expiry of the contract. No right of any employment in RBI shall accrue or arise, by virtue of engagement of personnel for any assignment under the contract.
- xxii. If as a result of post payment audit any overpayment is detected in respect of any work done by the successful bidder or alleged to have been done by the successful bidder under the tender, it shall be subsequently recovered by RBI from the successful bidder.
- xxiii. In the event of any provisions of the contract requiring modification after execution of the agreement, the same shall be made in writing and signed by RBI represented by its authorised officer and the successful bidder or its authorized representative. Such modifications in the contract will not be effective until the same has been signed by both the parties.
- xxiv. The successful bidder will maintain a register in which day to day deployment of personnel will be recorded. While raising bills, the deployment particulars of the personnel engaged during each month, shift wise, signed by supervisor and duly countersigned by Care Taker and Security Manager of RBI should be shown. The successful bidder has to give an undertaking regarding payment of wages to the personnel deployed in RBI as per Govt. rules and laws in force.
- xxv. RBI will provide suitable space to the successful bidder for its dogs along with handlers in RBI premises free of cost.
- xxvi. In the event of termination of the contract for any reason whatsoever, the successful bidder / or persons employed by it or its agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.
- xxvii. The successful bidder shall ensure payment of Minimum Wages as per the notification of Central Government to the workmen employed through its Bank Account only and shall maintain a register of wages paid and shall issue a wage slip to every workman employed and obtain their signature or thumb impression on the wage slips. In addition, successful bidder has to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour (Regulation and Abolition) Act, 1970. Also, it should keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by Statutory Authorities for its failure to pay such wages and provide the essential amenities.



- xxviii. The successful bidder shall obtain a license as contemplated under Contract Labour (Regulation and Abolition) Act, 1970 or any other law as applicable, failing which it alone would be responsible for actions/ proceedings ensuring thereto. RBI shall not be held responsible for acts, commissions or omissions of the successful bidder and shall in no way be made liable to the labourers engaged by the successful bidder.
- xxix. The successful bidder shall indemnify and shall keep indemnified RBI against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The successful bidder only shall be responsible for liabilities, if any, in this regard.
- xxx. The successful bidder should pay wages to its staff at-least by 10th of every month by means of NEFT/ RTGS/ Cheque and for this purpose a bank account should be maintained by its staff.
- xxxi. The successful bidder should submit a certificate every month along with the invoice of the next month from the second month itself to the effect that the wages to all its staff deployed in RBI have been paid complying with all Govt. Rules and Regulations and according to Minimum Wages Act, 1948. Without this certificate, the bill payment will not be processed.
- xxxii. The successful bidder should submit to RBI, the proof of depositing employees' contribution towards PF/ ESI/ Salary etc. of each employee on monthly basis.
- xxxiii. The payment to the successful bidder for the work done/ service provided shall be made on monthly basis subject to the following:
- a. RBI is satisfied regarding the quality of work executed, as per the Terms & Conditions of the contract, for the month for which the successful bidder has raised the bill.
 - b. The disbursement of the wages to the workers of successful bidder has already been done by the successful bidder for the month for which the payment to the successful bidder is under consideration.
 - c. The certificate as mentioned before has been submitted by the successful bidder in this regard. However, relevant documents for having made these payments may be asked by RBI at any time for its verification.
- xxxiv. RBI will deduct Income Tax at Source under Section 194-C of Income Tax Act, 1961 at the prevailing rates as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.
- xxxv. Bills for services shall have to be submitted on a monthly basis latest by the 10th (tenth) day of the succeeding month and subject to the correctness of the bill, payment will be generally made within two weeks' time.
- xxxvi. The arrangements with the service providers shall stand terminated in the case of insolvency of the service providers.
- xxxvii. While deciding upon the selection of service providers, emphasis will be given on the ability and competence to good service.



- xxxviii. The service provider shall ensure uninterrupted service taking into account the holidays followed by the Bank. In the event of poor/deficient service the Bank reserves the right to terminate forthwith the arrangement with service providers.
- xxxix. The application form shall be signed by a person on behalf of the organisation who is duly authorised to do so.
- xl. Full and complete information may be provided, and a separate sheet of paper duly signed, may be used if necessary.
- xli. Validity of tender is for one year from the date of work order provided by the Bank.
- xlii. Application containing false or inadequate information is liable for rejection.
- xliii. The successful bidder has to deploy two Sniffer dogs with handlers at the Bank's Main gate and at any other places as desired by the office.
- xliv. The dogs should be within the age of 6-8 years and should be subjected to physical fitness and tests by a veterinary doctor and a certificate should be submitted to the Bank in this respect.
- xliv. If work is awarded, the contractor must submit Workmen Compensation Policy for his employees which must be valid till the period of the contract.
- xlvi. The dog should have undergone trailing initially for (2) months and thereafter dog and handler should undergo refresher training every six months and a certificate regarding training should be furnished to the Bank within a week.
- xlvii. The sniffer dogs should be trained to detect all kinds of low and high explosives e.g. Ammonium/Potassium Nitrate, RDX, Dinitrotoluence (DNT), TNT, Gunpowder, PEK, Pentaerythritol Trinitrate (PETN), Tiacetone Triper Oxide (TATP), Trinitrophenyl methylnitromine (TETRYL), Cycloyrimethylene teranitrominal (HMX). A certificate from any Govt. institution or Govt. recognized institution to this effect must be submitted.
- xlviii. The explosive detection dog should undergo recertification every three months and a certificate regarding recertification should be submitted to the Bank within a week.
- xlix. The dog should be put through simulated exercises on a regular basis of detecting explosive substance concealed in human being, hidden inside vehicle etc with the help of training aids and should be put on records.
- I. Dogs will also be subjected to capability test a local level (Kolkata) by the office before being actually deployed and contract will be awarded only after their satisfactory performance.
- li. Each dog is required to conduct at least one practice search every month.
- lii. The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in case of urgency. The Bank shall, if felt necessary, utilise the dogs for sanitation of any of the Bank's premises.
- liii. The Bank shall not be responsible for any injury or accident that may take place during the duty hours and will not be liable for paying compensation for injury to dogs/handlers.
- liv. The grooming of the dogs and maintenance/cleaning of kennel and cleaning the litter, if any, in the Bank's premises on a daily basis shall be the responsibility of the service provider.
- Iv. This contract will be initially valid for a period of one year from the date of agreement and will be considered for further extension subject to satisfactory services.



- lvi. The handlers deployed by the service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the service provider and in no case, shall a relationship of the employer and employee between the said persons and the RBI, Kolkata shall accrue/arise implicitly or explicitly. It will be the responsibility of the Service provider to ensure that no liability on this count should devolve on RBI, Kolkata in respect of workers deployed by him. The service provider shall be responsible for the compliance of law relating to the employment etc and other law as applicable from him to his employees. It shall be the responsibility of the service provider to provide food, water and shelter to the dogs and meals/Tiffin/tea/coffee to the dog handlers.
- lvii. If the dog or the handler is unable to attend duty due to sickness/ill health, the service provider shall provide suitable substitute having the same capability and competence. If the service provider fails to make services of a sniffer dog with handler available, proportionate amount of hiring charges plus a penalty of ₹100/- per hour shall be deducted from the hiring charges payable to the service provider.
- lviii. Medical emergency support for the dogs/handlers will be provided by the service provider.
- lix. The service provider shall take all precaution that the sniffer dogs does not bite or cause any injury to any employee of the Bank or any visitor to the Bank. In case the dog bites or cause any injury to any employee or any visitor, the service provider will be responsible for payment of damages or compensation that may be payable to the victim and the Bank shall absolved of all responsibilities and liabilities in this matter.
- lx. That in case any of the persons so deployed by the Service provider does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the service provider shall immediately withdraw and take suitable action against such persons on the report of the RBI, Kolkata in this respect. Further, the service provider shall immediately replace the particular person so deployed on the demand of the RBI, Kolkata in case of the aforesaid acts on the part of the said person.
- lxi. The service provider shall submit medical certificates for the dogs as well as handlers before they are pressed into service stating that they do not suffer any illness which will hamper their efficient functioning and the dogs are immunized.
- lxii. The dogs deployed should undergo periodical test and checks at their own cost and necessary test certificate as well as dog health certificate should be submitted to the Bank.
- lxiii. The service provider shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him in the premises of the RBI, Kolkata. For the purpose of proper identification of the employees of the service provider deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of the duty.
- lxiv. **The service provider will provide a mobile set to the dog handler with adequate balance.**



- lxv. The service provider shall be liable for the payment of wages and all other dues which they are entitled to receive under the provisions of Minimum Wages Act and other relevant statutory enactments.
- lxvi. The successful bidder shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The successful bidder shall produce registers and records and comply with other directions issued by RBI for compliance of the statutory provisions.
- lxvii. The successful bidder shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep RBI fully indemnified against liability of tax, interest, penalty etc. of the successful bidder in respect thereof, which may arise.
- lxviii. **SEXUAL HARASSMENT:** The successful bidder shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of RBI, the complaint will be filed before the Internal Complaints Committee constituted by the successful bidder and it shall ensure appropriate action under the said Act in respect to the complaint.
- lxix. Any complaint of sexual harassment from any aggrieved workmen of the successful bidder against any employees of RBI shall be taken cognizance of by the Regional Complaint Committee of RBI. The successful bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- lxx. The successful bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful bidder, for instance any monetary relief to the RBI employee, if sexual misconduct by the employee of the successful bidder is proved.
- lxxi. The successful bidder shall ensure that none of its employee enters or remains in the RBI's premises beyond the specified time limits unless absolutely necessary for fulfilling successful bidder's obligations and with permission of the Caretaker/ Security officials of RBI.
- lxxii. **Non-Disclosure Clause:** The successful bidder shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the successful bidder during the course of discharging contractual obligations in connection with the agreement to be entered into with RBI, to any third party and shall at all times hold the same in the strictest confidence. The successful bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The successful bidder shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper



or elsewhere without the previous written consent of RBI. The successful bidder shall indemnify RBI for any loss suffered by RBI as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the successful bidder and RBI shall be entitled to claim damages and pursue legal remedies for the same. The successful bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this clause are fully satisfied. The successful bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement to be entered into with RBI for whatever reason.

lxxiii. Notice for Termination of Contract

The contract to be entered into with the Bank can be terminated by either party by giving one month's notice. The service provider shall remove all Dogs with Handlers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Kolkata and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Kolkata either explicitly or implicitly.

4. ARBITRATION.

(a) Any dispute and/or difference arising out of or relating to the contract to be entered into with RBI will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Regional Director, Reserve Bank of India, Kolkata.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of continuation of the arbitration procedure and payment to the successful bidder shall continue to be made in terms of the contract.

(d) The agreement to be entered into with RBI shall be subject to the jurisdiction of the **Courts in Kolkata only.**

5. AWARD OF CONTRACT

(a) RBI will award the contract to the successful evaluated bidder on fulfilment of all the terms and conditions of this tender.

(b) RBI will communicate its decision to award the contract through a "Letter of Offer".

(c) The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of the said Letter of Offer.

(d) The successful bidder shall be required to furnish a Bank Guarantee within 10 days of receipt of "Letter of Offer". The amount of Bank Guarantee @ 5% of the contract value will have to be furnished.



- (e) The Bank Guarantee shall remain valid for a period of Sixty (60) days beyond the date of completion of all contractual obligations.
- (f) In case the contract period is extended further, the validity of Bank Guarantee shall also be extended by the successful bidder accordingly.
- (g) The successful bidder shall mention, in the prescribed Performa, the names of personnel including supervisor it proposes to deploy on day to day basis, which shall be submitted at the beginning of the contract for the smooth execution of the work.

I/ We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above and accept the same while executing the contract, if awarded.

SIGNATURE & SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)



PART II – Commercial Bid

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online Portal under Section-Commercial Bid)

(Part - A)

Deployment of Sniffer Dogs with Handlers:

In connection with the above and in full agreement with the terms and conditions as stipulated by you I/we state as under:

Sl. No.	Description	Total No	Monthly rate (in Rupees) **
1	Sniffer Dogs	2	
2	Handlers	2	
	Grand Total		

Note:

** (Quotations for personnel have to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST, Bonus etc. etc.).

I /We have gone through the terms and conditions and am/ are agreeable to them.

Rates quoted in Part-A must be as per cost analysis mentioned in Part B & C.

Authorised signatory

(With name and seal)



(Commercial bid)

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online Portal under Section-Financial Bid)

(PART –B)

Cost analysis: Sniffer Dogs along with Manpower (Handlers) deployed for Main Office Building at 15 & 13, N.S. Road, Kolkata

S. No	Description	Sniffer Dogs	Handlers
1.	Basic Wages per Person		
2.	VDA		
3.	EPF		
4.	ESI		
5.	Service Charges		
6.	Total Cost Per Head		
7.	GST (as applicable)		
8.	* Grand Total		
	(8 Hrs. per day for One Month)		

***(Quotations for personnel have to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST).**

Authorised signatory

(With name and seal)



(Annex-I)

Details of Bankers

Name of the Banker-

Name of the Branch and its Complete Postal Address:

Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s)., etc.

Type of Account:

Account Number:

IFSC Code:

Whether Credit facility / Overdraft Facility enjoyed by the bidder:

The period from which the bidder has been banking with the Banker:

Any other information which the bidder may like to furnish about its Banker

Authorised Signatory (With Name and Seal)



Annex II

(To be submitted by the client in hard copy in sealed through the tenderer)

Client's Report

(On Client's Letter Head)

Performance details of the Firm: M/s Located at.....

1	Work order/reference No. and Agreement Date	
2	Gross Value of the Contract (in Rupees)	
3	Date of commencement of Contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a	Quality of Service provided by the firm	Outstanding/Very Good/ good/Satisfactory/Poor
b	Technical proficiency/competence	Outstanding/Very Good/ good/Satisfactory/Poor
c	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ good/Satisfactory/Poor
d	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ good/Satisfactory/Poor
e	Dealings in the execution of the work, adherence to schedule and time	Outstanding/Very Good/ good/Satisfactory/Poor
7	Did the firm go for arbitration?	
8	Any other information in your view will help us in making our decision.	

Name & Signature of the Reporting Officer (with Office Seal)

Place:



Proforma for Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
13 &15, N.S. Road
Kolkata-700001

Dear Sir,

Contract for providing Sniffer Dogs with Handlers at RBI, Kolkata (Main Office Building including Annex Building), 13 & 15, N. S. Road, Kolkata - 700001

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 15, N.S. Road, Kolkata (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s..... (Name of the Contractor) (Hereinafter called " the said Contractor", which expression shall include its successors and assigns).

AND Whereas under the said contract the Contractor is bound by the said Contract to submit to RBI, Kolkata a Performance Bank Guarantee for a total amount of ₹ 50,000/- (Rupees Fifty thousand only) in for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We,(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s, the Contractor, do hereby undertake to pay to RBI, an amount not exceeding ₹ 50,000/- (Rupees Fifty Thousand only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by RBI, pay without demur to RBI, a sum of ₹ 50,000/- (Rupees Fifty Thousand only) in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ 50,000/- (Rupees Fifty Thousand only)



1. We also agree to undertake and confirm that the sum not exceeding ₹ 50,000/- (Rupees Fifty Thousand only) as aforesaid shall be paid by us without any demur or protest, merely on demand from RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.
2. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Contractor.
3. This guarantee shall not be revoked by us without prior consent in writing of RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹50,000/- (Rupees Fifty Thousand only)
- b) Our liability under these presents shall not exceed the sum of ₹ 50,000/- (Rupees Fifty Thousand only).
- c) Our liability under these presents shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to Sixty (60) days beyond the Defect liability period provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.



In witness whereof, I/We of the bank have signed and sealed this guarantee on the ----- day of------(Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

(NB: This Bank Guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).



Article of Agreement

THIS AGREEMENT is made at Kolkata on this.....day of..... (Two Thousand and) between RBI, 15, N.S. Road, Kolkata (having its Central Office at Shahid Bhagat Singh Marg, Mumbai and a body Corporate established under RBI Act, 1934) hereinafter referred to as the “**Bank**” represented by its (which expression shall include his successors in office and assignees) of the **FIRST PART**

AND

M/s.....having it’s Regd. Office athereinafter referred to as the “**Contractor**” represented by its Director and authorised signatory Shri (Which expression shall mean and include its legal representatives and assignees and successors) of the

SECOND PART

Whereas the Contractor is carrying on the business of providing Sniffer Dogs with Handlers and has adequate experience in such jobs for rendering such service.

And whereas the Bank is desirous of availing services of the contractor for the purpose as indicated in the letter No._____ dated

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOW:

1. This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.
2. The quoted charge of ₹ (Rupeesonly) covering the cost of Sniffer Dogs with Manpower (Handlers) deployed for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment there on will be made after the same is duly certified by the Bank’s officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.

SI No	Category	Wages	EPF@13%	ESIC@ 3.25%	Service Charge	Total
1	Sniffer Dogs					
2	Handlers					

3. The above charges are firm and subject to labour conditions, exchange variations or any other conditions whatsoever. The above charges exclude Goods and Services Tax.



4. The above charges include service charges & GST, insurance charges and any duty or other levy, whether existing or levied in future by the Central Government or any other state Government or any other Local Authority.
5. The Contractor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.

SERVICES TO BE RENDERED BY AGENCY

The Agency will provide the services of two sniffer dogs (preferably Labradors/German Shepherds) with handlers to the Bank.

- ii) Duty hours of one of the sniffer dog with handler will be from 8 AM to 4 PM and the other sniffer dog with handler will be from 10 AM to 6 PM on all days. One dog will be deployed in each shift of 1-2 hours, at the office premises of RBI, Kolkata. At any given point of time, one dog shall be on duty and the other dog should be available in the office/dog rest room.
- iii) The dogs should be within the age of 6-8 years and should be subjected to physical fitness and olfactory tests by a veterinary doctor. Fitness test by a veterinary doctor and a certificate should be submitted to the bank in this regard every six months.
- iv) The dog should have undergone training initially for two months and thereafter dog and handler should undergo refresher training every six months.
- v) The dog should be put through simulated exercises on a regular basis for detecting explosive substance concealed on human beings, hidden inside vehicle etc. with the help of training aids.
- vi) Each dog is required to conduct at least one practice search every month.
- vii) The dogs should be available for duty as and when required by the Bank during the working hours. The Bank shall utilize the dogs for sanitization of any of the Bank's premises. The Bank shall make every effort to make arrangements for taking the dogs to the other premises. In case the Bank is not able to make transport arrangement, the Security Agency shall utilize any suitable mode of transport and Bank will make reimbursement of the transportation charges.
- viii) The grooming of dogs and maintenance/cleaning of rest room for dogs and litter, if any, on a daily basis, shall be the responsibility of the Agency.
- ix) The Agency shall submit medical certificates for the dogs as well as handlers before they are pressed into service, stating that they do not suffer from any communicable disease or any illness which will hamper their proper functioning and that the dogs are immunized.



- x) If a dog or handler is unable to attend duty due to sickness/ill health, the Agency shall provide suitable substitute with same capabilities, breed (dogs) of competence.
- xi) The dogs deployed should undergo periodic test every quarter and checks at the Agency's own cost and necessary test certificates as well as dog health certificate should be submitted to the RBI, Kolkata.
- xii) The Agency has to submit an undertaking to the effect that it is in compliance with the applicable provisions of Prevention of Cruelty to Animals Act, 1960.
- xiii) The hiring charges shall include the remuneration of the dog handlers and reliever for weekly offs and leaves of the handlers. The Bank shall pay GST at applicable rates. It will be the responsibility of the Agency to ensure that payment to the handlers is as per the provision of the Minimum Wages Act.
- xiv) The responsibility of providing food and water to dogs and meal/tea/coffee to handlers will be with the Agency. Dogs' food brands will be Royal canine/drools premium/pedigree premium. The authorised representative of the Regional Director may conduct surprise check to verify the hygienic condition and food provided to the dogs.
- xv) The sniffer dogs should be trained to detect all kinds of explosives, i.e., RDX, TNT, Gunpowder, PEK, etc. (the list is only indicative and not exhaustive).
- xvi) The Agency has to submit proof of local office address, contact no/names of officials handling the Contract.
- xvii) A representative of the agency should visit monthly to carry a hygiene and sanitation inspection of the living area of handlers and the rest room for dogs.
- xviii) The Agency shall arrange for visit of a veterinary doctor at least once in a quarter to check the health and hygiene conditions of Dogs deployed for the purpose of the contract.
- All the Handlers provided by the successful bidder should necessarily wear uniform during office hours including pump shoes.

Duties of the Agency

The Agency shall:

- i. Ensure that he/she/it deploys only trained and competent dogs of age 6-8 years of age as well as adult, trained and competent Handlers who are physically fit and are capable for rendering dog handler services in RBI's Main Office Building as also Annex Building at 13 & 15 , N.S. Road, Kolkata
- ii. Be responsible and liable for payment of salaries, statutory minimum wages and any other legal dues to the persons who are employed by him/her/it for the purpose for



- rendering the services required by RBI under this agreement. Written records for having made these payments will be submitted at monthly intervals, for verification of RBI.
- iii. Maintain neatly, completely and legibly registers, records, reports, and returns for inspection by various authorities at short notice.
 - iv. Pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) to RBI on payment of minimum wages for the persons deployed in RBI's premises.
 - v. Take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI.
 - vi. Provide information as required in respect of all his employees employed by him/her/it to enable RBI to monitor compliance of P.F, ESI, etc.
 - vii. Ensure that all persons employed by him/her/it for the purpose of, rendering the services required by RBI, are insured with Government of India recognized insurance Companies, for which no extra payment will be made by RBI. The Contractor shall be responsible for any injury or damages to any persons, animals or any other things during the course of performance of their duties under this agreement.
 - viii. Ensure that his/her/its employees, while on the premises of RBI or while carrying out their obligation, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by RBI or its authorized agents and RBI shall be the sole judge as to whether or not the Contractor and/or his/her/its employees have observed the same.
 - ix. Personally, and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of its dogs and handlers so as to ensure that the service rendered are carried out to the satisfaction of RBI.
 - x. Ensure that no employee of the Contractor will enter or remain in RBI premises beyond the specified time limit unless absolutely necessary for fulfilling successful bidder's obligation and with RBI's permission.
 - xi. Be liable for any damage caused to RBI or its premises or any part there of or to any fixtures or fittings there of or any property of RBI and there in by any act, omission, default or negligence of the employee of the Contractor or his employee or agents.



- xii. Provide identity cards to his/her/its employees who shall be rendering the subject job at RBI's premises. All the employees should bear the identity card during all the times they are working in RBI's premises.
- xiii. Provide distinct uniform to his/her /its employees or different from RBI's employees. The uniform should have the logo of the successful bidder and shall be kept neat, tidy and in a wearable condition.
- xiv. The successful bidder shall along with other relevant particulars arrange to obtain Police Verification Report on character and antecedents of its personnel to be deployed. The successful bidder shall submit their passport size photographs before engaging them for duty in RBI Main Office Building including Annex Building. A certificate to the effect that Police Verification of all employees deployed in the services of RBI has been done and are available with the successful bidder, needs to be submitted within one month coming into effect of contract with RBI. Reserve Bank of India can verify these at any point of time during the continuous of contract. **This is an important condition of the tender.**

STAMP DUTY

The Contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and RBI shall retain the original and the Contractor shall retain the duplicate.

OTHER LIABILITIES/INDEMNITIES.

- i) The Contractor shall ensure payment of minimum wages to the workman employed by him/them/it and obtain their signature or thumb impression on the wage slip in the presence of the RBI's authorized officer assigned for this work. The register shall be submitted to RBI after every payment to the workmen. In addition, he/they/it will /shall provide essential amenities like drinking water, first aid facility etc. to his/her/its employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor has to give undertaking on Non judicial Stamp paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him/it for completion of that particular job/work at the rate which is not less than the one prescribed under the Minimum Wages Act.1948 and also keep RBI indemnified against all the actions that may be initiated against RBI by the Statutory Authorities for his/her/its failure to pay such wages and provide the essential amenities.



- ii) The Contractor shall obtain a license as contemplated under Contract Labour (Regulation and Abolition) Act 1970 or any other law as applicable, failing which he/she /it alone would be responsible for actions/proceedings ensuring there to. RBI shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the labourers engaged by the Contractor.
- iii) **Non-Disclosure Clause:** - The Contractor shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ Standard Operating Procedures /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his/her/its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the work in any trade or technical paper or elsewhere without the previous written consent of RBI. The Contractor shall indemnify RBI for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and RBI shall be entitled to claim damages and pursue legal remedies.
- iv) The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- v) **The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.**
- vi) The Contractor shall indemnify and keep indemnified RBI against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965 or any other labour laws/rules/regulations/statute that may be applicable. The Contractor only shall be responsible for liabilities, if any, in this regard.
- vii) The Contractor shall comply with the provisions of "**The Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013**". In case of any complaint of sexual harassment against /he/she/its employee within the premises are brought to notice of RBI, RBI will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.



- viii) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of RBI shall be taken cognizance of by the Regional Complaints Committee constituted by RBI.
- ix) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to RBI's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating his/her/its employees about prevention of sexual Harassment at work place and related issues.
- x) That RBI shall not be responsible for payment of any compensation for death of or injury or accident to any of the Sniffer Dogs and Handlers deployed by the contractor which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such Dog Handlers and their families.
- xi) That all precautions shall be taken by the contractor towards the safety of its employees deployed at RBI and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc., to its employees.

TERMINATION OF AGREEMENT: -

Without prejudice to what is contained herein above, RBI shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if.

- i) In the opinion of RBI (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to RBI's satisfaction and/or
- ii) The Contractor commits a breach of any terms and conditions of this agreement and/or
- iii) The Contractor is adjudged an insolvent or has entered into compromise with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or
- iv) For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or



v) There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of RBI to such variation.

vi) In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him/her/it or his agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.

ARBITRATION

If at any time any dispute, difference or question arise between the parties as to the construction of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/ panel of arbitrators shall be final and binding on both the parties. Further such disputes, differences or questions, if any shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same.

In Witness whereof the parties have set their respective hands at Kolkata on today for six months and this Agreement in Duplicate is being signed on the day herein above written.

Signed and delivered by the within named

Signature

Name

Designation -

Seal

For Reserve Bank of India, Kolkata

Signature

Name

Designation

Seal

In the presence of witnesses

Witness 1

Witness 2