



RESERVE BANK OF INDIA
Protocol and Security Cell,
Bhubaneswar
www.rbi.org.in

NOTICE INVITING TENDER
(only through e-procurement)

E-tender for Providing Services of Sniffer Dog Squad at the office premises of Reserve Bank of India, Bhubaneswar

Reserve Bank of India (hereinafter referred to as RBI), Bhubaneswar invites e-tender in two parts (part I and II) from the eligible Contractors for the above mentioned work in its Main Office premises located at Pt.J.N.Marg, Bhubaneswar–751001, for the period from April 01, 2021 to March 31, 2022. For details of the tender, please visit “Tenders” section at RBI’s website (<https://www.rbi.org.in>) and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com> . The EMD details for the contract is mentioned under.

Estimated Annual Cost of Work (Inclusive of GST @18%)	Earnest Money Deposit (2% of Estimated Cost)
₹ 13,00,000 /-	₹ 26,000 /-

Please note that further Addendum / Corrigendum will only be published on RBI website.

Place: Bhubaneswar

Date: Feb 11, 2021

Regional Director
Reserve Bank of India
Bhubaneswar



SCHEDULE OF e-TENDER (SOT) FOR PROVIDING SERVICES OF SNIFFER DOG SQUAD AT THE OFFICE PREMISES OF RESERVE BANK OF INDIA, BHUBANESWAR

1.	Name of the Department	Protocol and Security Cell, Reserve Bank of India, Bhubaneswar
2.	e-Tender no:	RBI/Bhubneswar/Bhubneswar/17/20-21/ET/540
3.	e-Tender name	Service Contract for Providing Services of Sniffer Dog Squad at the office premises of Reserve Bank of India, Bhubaneswar
4.	Mode of Tender	e-Procurement System Online (Part I - Technical Bid and Part II – Financial Bid through https://www.mstcecommerce.com/eprochome/rbi)
5.	Estimated value of tender (including Taxes)	Rs. 13 Lakh (Rupees Thirteen Lakh only)
6.	Date of Tender available to the parties to download	February 12, 2021 (1000 hrs)
7.	Date of Pre-Bid Meeting at P&S Cell, RBI Bhubaneswar	March 04, 2021 (1100 hrs)
8.	Start date of Technical Bid and Financial Bid at MSTC	March 05, 2021 (1000 hrs)
9.	Earnest Money Deposit (EMD)	₹ 26,000 /- (Rupees Twenty Six Thousand Only) EMD can be remitted to Reserve Bank of India. The account details for NEFT transactions are as under: Beneficiary Name: Reserve Bank of India IFSC code: RBIS0BBPA01(5th and 10th character in IFSC code are zeros) Account No: 186004001 Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.
10.	Last date for submission of EMD	March 25, 2021 (1000 hrs)
11.	Last date for online submission of Technical Bid & Financial Bid	March 25, 2021 (1000 hrs)
12.	Date & time of opening of Part-I, i.e., Technical Bid	March 25, 2021 (1500 hrs)
13.	Date & Time of opening of Part-II, i.e., Financial Bid	Part-II (Financial Bid) of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Bhubaneswar will be opened electronically. Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.
14.	Transaction Fee	Transaction fee, as applicable, will be paid to M/s MSTC Ltd., facilitating the online tender process.



**RESERVE BANK OF INDIA
PROTOCOL AND SECURITY CELL
BHUBANESWAR**

**E-Tender for Providing Sniffer Dog Squad Service at
the Office Premises of Reserve Bank of India,
Bhubaneswar**

RBI/Bhubneswar/Bhubneswar/17/20-21/ET/540

DISCLAIMER

Reserve Bank of India, Protocol and Security Cell, Bhubaneswar (hereafter called “the Bank”), has prepared this document to give background information on the contract to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believes it to be in order, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by the Bank in submitting the tender. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. In the case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

The Bank reserves the right not to proceed with the contract or to change the configuration of the contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be made to persons or entities expressing interest.

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Section-I

SCHEDULE OF e-TENDER (SOT)

1.	Name of the Department	Protocol and Security Cell, Reserve Bank of India, Bhubaneswar
2.	e-Tender no:	RBI/Bhubneswar/Bhubneswar/17/20-21/ET/540
3.	e-Tender name	Service Contract for Providing Services of Sniffer Dog Squad at the office premises of Reserve Bank of India, Bhubaneswar
4.	Mode of Tender	e-Procurement System Online (Part I - Technical Bid and Part II – Financial Bid through https://www.mstcecommerce.com/eprochome/rbi)
5.	Estimated value of tender (including Taxes)	Rs. 13 Lakh (Rupees Thirteen Lakh only)
6.	Date of Tender available to the parties to download	February 12, 2021 (1000 hrs)
7.	Date of Pre-Bid Meeting at P&S Cell, RBI Bhubaneswar	March 04, 2021 (1100 hrs)
8.	Start date of Technical Bid and Financial Bid at MSTC	March 05, 2021 (1000 hrs)
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10.	Last date for submission of EMD	March 25, 2021 (1000 hrs)
11.	Last date for online submission of Technical Bid & Financial Bid	March 25, 2021 (1000 hrs)
12.	Date & time of opening of Part-I, i.e., Technical Bid	March 25, 2021 (1500 hrs)
13.	Date & Time of opening of Part-II, i.e., Financial Bid	Part-II (Financial Bid) of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Bhubaneswar will be opened electronically. Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.
14.	Transaction Fee	Transaction fee, as applicable, will be paid to M/s MSTC Ltd., facilitating the online tender process.

Section-II

Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Bhubaneswar. The e-procurement Service Provider/ Contractor/ Vendor is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

Process of E-tender:

1. **Registration:** The process involves Vendor's registration with MSTC e-procurement website which is free of cost. Only after registration, the Vendors can submit their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid over the internet will be done. Service Provider / Contractor / Vendor should possess Class-III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Personal Computer connected with Internet. MSTC / RBI, Bhubaneswar is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature)

SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAVE TO BE SUBMITTED ON-LINE ONLY AT

https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

(a) Vendors are required to register themselves online with www.mstcecommerce.com → eProcurement → PSU / Govt.Depts → RBI. Please register as Vendor by filling up details and creating own user id and password → Submit.

(b) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

In the case of any clarification, please contact MSTC / RBI, Bhubaneswar, (before the scheduled time of the e-tender).

MSTC Contact Person

1. Shri Tammana DMV Satyasai, SM(BM) – tsatyasai@mstcindia.co.in
Ph- 09441487624/ 0674-2571699(D)
2. Shri Ramavath Mahesh, AM – mahesh@mstcindia.co.in
Ph- 08801381004/ 0674-2571699(D)

Contact person at RBI Bhubaneswar

- (i) Shri Rakesh Kumar Srivastava, Assistant Manager, P&S Cell, Reserve Bank of India, Email: rakeshksrivastava@rbi.org.in, Phone No.: 0674- 2390293
- (ii) Shri N C Panda, AGM (Personnel), Reserve Bank of India, Email: ncpanda@rbi.org.in, Phone No.: 0674- 2396089
- (iii) Shri T K Mahapatra, AGM (Administration), Reserve Bank of India, Email: tkmahapatra@rbi.org.in, Phone No.: 0674- 2393747

Maximum size limit of the e-mail including the attachment (s) is 10 MB.

2. System Requirement:

- a. Windows XP-SP3 & above / Windows 7 Operating System
- b. IE-7 and above Internet browser
- c. Signing type digital signature
- d. JRE-7 update 9 and above software to be downloaded and installed in the system.
- e. To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.
 - i. Tools > Internet Options > Security > Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:
 - ii. Tools > Internet Options > General > Click on Settings under “browsing history/ Delete Browsing History” > Temporary Internet Files > Activate “Every time I Visit the Webpage”.
- f. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools > Internet Options > custom level (**Please run IE settings from the page www.mstcecommerce.com once**)
- g. For more details, vendor may refer to Service Provider / Contractor / Vendor **Guide** and **FAQ** available at www.mstcecommerce.com/eprochome.

3. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

4. All entries in the tender shall be made in online Technical & Financial / Price formats without any ambiguity.

5. **Special Note towards Transaction fee:** The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in Service Provider / Contractor / Vendor login. The vendors have to select the particular tender from the event dropdown box. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and Service Provider / Contractor / Vendor shall be receiving a system generated mail.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

6. Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

7. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

8. **Bidding in E-tender:**

- a. Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fee is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded.
- b. The MSE registered bidders are not exempted from payment of EMD.
- c. The process involves Electronic Bidding for submission of Technical and Financial / Price Bid.
- d. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → eprocurement → PSU/Govt. Depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- e. Service Provider / Contractor / Vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that click on the Technical bid. If this application is not running then Service Providers / Contractors / Vendors will not be able to save / submit his Technical bid.
- f. After filling the Technical Bid, vendors should click 'SAVE' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then vendors should click on "SAVE" to record their financial bid. Once both the Technical bid & Financial bid have been saved, Service Providers / Contractors / Vendors can click on the "Final submission" button to register their bid.

- g. Vendors are instructed to use '**Attach Doc**' button to upload documents. Multiple documents can be uploaded.
 - h. In all cases, vendors should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - i. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - j. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - k. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and Service Provider / Contractor / Vendor for execution of supply.
 - l. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - m. RBI, Bhubaneswar reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - n. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
9. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
10. No deviation to the Technical and Financial Terms & Conditions is allowed.
11. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12. Vendors are requested to read Service Provider/Contractor/Vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

Section-III
General Instructions to Bidders (GITB)
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General Instructions to Bidders

A. General	
1.Scope of Tender	<p>1.1 The Bank Invites e-tenders from the eligible reputed agencies for providing services of sniffer dog squad at the office premises of RBI, Bhubaneswar. The estimated value of contract for the contract period is ₹13 Lakh (Rupees Thirteen Lakh Only) including GST. Detailed terms and conditions of the work have been provided at Section V of this tender document.</p> <p>1.2 Details of number of Dogs & Dog Handlers Required are provided in Annexure-I. The Bank reserves the right to increase/ decrease the size of Sniffer Dog Squad.</p> <p>1.3 Details Scope of Works and Services are enumerated in Annexure-II.</p>
2. Prohibited Practices	<p>2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p>

	<p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p> <p>2.2 Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).</p>
<p>3. Eligible Tenderers/ Eligibility Criteria</p>	<p>The Agency participating in the bidding process should have been registered as a company/firm/proprietor with the statutory body concerned. In the case of a company, the Certificate of Incorporation, Certificate of Commencement of Business, 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 the case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in the case of Proprietorship concern, the particulars of the individual (s) involved therein along with the name(s) and address(es), etc., are required to be submitted. During the duration of contract, the agency shall maintain the registrations/licenses valid by renewing, where applicable. Bidders intending to apply will have to satisfy the Bank by furnishing 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 bid. Bidders participating in the tender need to authorise an official to sign the tender documents and upload them on MSTC. The authorisation letter to this effect needs to be uploaded on MSTC web site.</p> <p>The basic minimum requirements to qualify to participate in the tender are as follows:</p> <p>3.1 <u>Experience.</u></p> <p>(a) The agency must be providing services of Sniffer dog handling in any one of the following segments (i) Five Star or above Hotels, (ii) International/Domestic Airports, (iii) Metro Railway Stations, (iv) Luxury Shopping Malls, (v) Reputed Public/Private Sector banks/enterprises, (vi) Educational Institutions/ Campuses/ Hostels, etc.</p> <p>(b) Should have minimum 5 years of experience of executing above work in any one of the above-mentioned places up to the last day of the month previous to the month when tender was invited (i.e. January 31, 2021). The Agency should furnish their client list showing the details of work carried out by them during the last five years as per the Annexure-XII. At least one completion certificate/ work order/ copy of agreement to be compulsorily uploaded to establish that the company is in the business of Sniffer Dog service on or before February 01, 2016.</p> <p>3.2 <u>Minimum years of each completed work.</u></p>

(a) Experience of having successfully completed similar works should be any of the following:

(i) One similar work costing not less than 80% of the estimated cost (i.e. Rupees Ten Lakh four Thousand and above)

or

(ii) Two similar works individually costing not less than 50% of the estimated cost (i.e. Rupees Six Lakh Fifty thousand and above)

or

(iii) Three similar works individually costing not less than 40% of the estimated cost (i.e. Rupees Five Lakh Two Thousand and above)

(b) Client reports for satisfactory completion/performance are to be uploaded as per [Annexure-X](#) towards establishing minimum eligibility. Labour Licenses obtained for clients (whose performance certificates have been submitted towards establishing minimum eligibility) need to be compulsorily submitted if 20 or more dog handlers was supplied.

(c) The other satisfactory completion/performance certificates (i.e. other than those submitted towards establishing minimum eligibility) are to be uploaded separately towards scoring as per Evaluation Matrix (Part B of Section-IV).

3.3 Location of the office. The tenderer should have registered itself for supply of sniffer dog service, among others, in any part of India. The full address along with the details of a contact person of the office/sub-office nearest to Bhubaneswar should be provided.

3.4 Annual Turnover. Should have a minimum annual turnover of amount equal to ₹13 lakh (Rupees Thirteen Lakh Only), from provision of Sniffer Dog/Security Services activities, during the last 3 years i.e., up to March 31, 2020. The document regarding this needs to be certified by a chartered accountant as per [Annexure-XII](#).

3.5 ISO Certification, SA 8000, OHSAS 18001. The bidder having a quality certification, viz., ISO-9001 / SA-8000 / OHSAS-18001 / any other certification applicable to sniffer dog services, will have to upload it while submitting the online tender. This is not a mandatory requirement but will be taken into consideration for “evaluation matrix” of Section-IV

3.6 ESIC, EPFO Registration. The Agency must be registered with ESIC and EPFO.

3.7 Training Setup. The agency should have its own authorised training set up for providing necessary training to

sniffer dogs and the handlers. The company should have obtained permission, from the concerned authorities, for usage of the designated explosives and related material used for training of the sniffer dogs. Documentary evidence of the same shall have to be uploaded during online submission of the tender. In the absence of own training facility, the agency should have tie- up with any authorised training facility for this purpose. The evidence of agreement/MoU, etc., needs to be uploaded in this case.

3.8 Certificate of Registration of Establishment.

(a) The Agency should be in possession of a valid certificate of registration of Establishments from Bhubaneswar Labour Administration for providing the service under Punjab Shop and Commercial Establishments Act, 1958 and/or any other applicable law, such as, Contract Labour (R&A) Act 1970 and Contract Labour (Regulation and Abolition) Act, Factories Act, etc.

(b) If the agency does not have a registration of establishment from Bhubaneswar administration, it should be willing to open a sub-office within 30 days from award of contract, if maintaining a sub-office/additional place of business required to comply with statutory guidelines of any authority of Govt of India or Bhubaneswar UT. Towards this, an undertaking needs to be provided while submitting online tender.

(c) In the case of failure to do so, when required, the Bank may withdraw the award of tender to the agency and/or penalise the agency by way of forfeiting EMD or invoking bank guarantee or by any other appropriate means.

3.9 Banker Details and Banker's Financial Credibility Certificate.

Written information about the names and address of the Bankers with full details like names, present contact / postal addresses, e-mail IDs, telephone (landline and mobile) nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished as per [Annexure-XI](#).

The Agency should furnish the above-mentioned certificate issued by the applicant's banker, specifically for the work, for an amount equivalent to annual value of the work estimated to be ₹13 Lakh (Rupees Thirteen Lakh Only)

B. Contents of Tender Document	
4. Sections of Tender Document	<p>The tender document consists of two parts which include all the Sections indicated below and should be read in conjunction with any Article/Section issued in accordance with General Instructions to Bidders.</p> <p style="text-align: center;"><u>Tendering Procedures (Part-I)</u></p> <ul style="list-style-type: none"> • Section-I: Schedule of Tender • Section-II: Important Instructions regarding E-Tender • Section-III: General Instructions to Bidders • Section-IV: Evaluation / Selection Criteria • Section-V: General and Specific Conditions of Contract (Annexure-I to IV) • Section-VI: Standard Formats (Annexure-V to XII). <p style="text-align: center;"><u>Tendering Procedures (Part-II)</u></p> <ul style="list-style-type: none"> • Section VII: Financial Bid
5. Clarification of Tender Document, Pre-Bid Meeting	<p>5.1 The Pre-Bid meeting will be conducted on March 04, 2021 at 1100 hrs at P&S Cell, RBI, Pt Jahwarlal Nehru Marg, Bhubaneswar 751001. The tenderer shall submit queries, if any, about the tender in writing, to reach the Bank's email address: rakeshksrivastava@rbi.org.in before March 03, 2021. The authorised representative of the tenderers can participate in the pre-bid meeting. Maximum size limit of the e-mail including the attachment (s) is 10 MB.</p> <p>5.2 Bidders may also get the issues clarified telephonically or through e-mail on or before the date of pre-bid meeting. Additional contact numbers and e-mail addresses are mentioned at Para-1 of Section-II of this document.</p>
6. Amendment of Tender Document	<p>6.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) and MSTC website.</p> <p>6.2 Any amendments / corrigendum issued shall be a part of this document.</p> <p>6.3 To give prospective tenderers reasonable time to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
C. Preparation of Tenders	
7. Cost of Tendering	<p>The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p>

<p>8. Documents Comprising the Tender</p>	<p>The Tender shall comprise the following documents:</p> <ul style="list-style-type: none"> • Tender Notice • Technical Bid Details • Financial Bid Details • Earnest Money Deposit (EMD) • Performance Bank Guarantee to be furnished after award of contract by the successful tenderers. • Contract Agreement (after award of contract by the successful tenderers).
<p>9. EMD as Tender Security and Transaction Fee</p>	<p>9.1 Tenderers need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded.</p> <p>9.2 Tenders without EMD will not be considered as a bonafide tender and hence, will not be accepted under any circumstances. MSE tenderers are also not exempted from depositing EMD.</p> <p>9.3 Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment of transaction fee.</p> <p>9.4 EMD shall be forfeited, if the bidder withdraws his bid during the period of tender validity or fails to execute the contract on award of work.</p> <p>9.5 Intending tenderer has to deposit a sum of ₹26,000.00 (Rupees Twenty-Six Thousand Only) as EMD with the Reserve Bank of India, Protocol and Security Cell, Bhubaneswar-751001 on or before March 25, 2021 (1000 hrs).</p> <p>By NEFT to following A/c: Beneficiary Name: Reserve Bank of India, Bhubaneswar Beneficiary Ac No: 186004001</p> <ul style="list-style-type: none"> • Please Write “EMD for Tender of Sniffer Dog Squad” in narration <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.</p>

10. Letter of Tender	The tenderer shall submit the Tender using the class 3 digital signature via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
11. Documents Establishing the qualifications of the Tenderer	To establish its qualifications to perform the Contract in accordance with Section-III (Para 3), the tenderer shall provide the information in the format prescribed in the annexures to Section-V & VI (Standard Formats).
12. Visit to Department	The bidder is required to provide services of Sniffer Dog Squad and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
13. Period of validity of Tenders	<p>13.1 The validity of tender along with the prices shall be 90 days from the last date of the submission of tender.</p> <p>13.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may extend the period of validity of their Tenders subject to feasibility of MSTC ecommerce website. The request and the responses shall be made in writing.</p> <p>13.3 The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.</p>
D. Submission and Opening of Tenders	
14. Submission, Sealing and Marking of Tenders	<p>14.1 Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.</p> <p>14.2 The tenderers may submit their online Technical and Financial Bid, (competitive rates) along with copies of necessary documents as mentioned in prescribed format mentioned at (Part-I, Annexure-VI and Part II Annex XIV respectively). E-Tender with all information shall be submitted on or before the prescribed time and date. Incomplete Tenders will be summarily rejected.</p> <p>14.3 The tenderers shall quote rates inclusive of all components factored as mentioned in Annexure-XIV.</p> <p>14.4 If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.</p>

15. Deadline for Submission of Tenders	<p>15.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.</p> <p>15.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
16. One Bid per Bidder	<p>Each bidder shall submit only one tender either by himself or as a partner in joint venture. If a bidder or if any of the partners in a joint venture participate in more than one bid, the bids are liable to be rejected.</p>
17. Late Tenders	<p>No Tender after the deadline shall be allowed on the website.</p>
18. Tender Opening	<p>18.1 The Bank shall open the Tender (Part-I) electronically on the notified date. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address.</p> <p>18.2 The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.</p> <p>18.3 Conditional bids will also be summarily rejected.</p>
E. Examination of Tenders	
19. Confidentiality	<p>Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.</p>
20. Clarification of Tenders	<p>20.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's 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 the Bank in the evaluation of the Tenders.</p> <p>20.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>

F. Tender Evaluation and Comparison	
21. Evaluation of Tenders	<p>21.1 The tenders shall be evaluated on the basis of documents uploaded by the vendors as per the Checklist provided at Annexure VI vis-à-vis the conditions mentioned in the Tender document.</p> <p>21.2 The Price bid (Part-II) of the successful bidders in the technical-bid will be opened on MSTC website with prior intimation to the bidders qualified in the technical-bid.</p> <p>21.3 In case the quoted amounts in the financial bids of more than one agencies becomes L1, then the work will be awarded to the agency which gets the higher score in the Evaluation Matrix (Part-B of Section IV).</p>
22. Qualification of the Tenderer	The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section III (Para 3).
23. Bank's Right to Accept Any Tender, or to Reject Any or All Tenders	<p>23.1 The Bank reserves the right to accept or reject any tender, or to annul the Tendering process or to reject all Tenders at any time prior to award of contract, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out-rightly.</p> <p>23.2 The Bank is not bound to accept the lowest tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</p>
G. Award of Contract	
24. Award Criteria	<p>24.1 The tenderer who qualifies in the evaluation process as mentioned at Para 21 above shall be awarded the tender.</p> <p>24.2 Prior to deployment of Dog Squad the Bank will require the service provider to mandatorily organize a sniffing & detection capability test of the Dogs in the office premises of the Bank and the contract will be awarded only after the satisfactory performance of the Dog Squad.</p> <p>24.3 If the Dog Squad fails to perform in the sniffing test up to the satisfaction of the Bank, the Bank reserves the right to reject the L1 tenderer and offer the award of contract to next eligible tenderer(s) subject to fulfilling of conditions mentioned at para 24.2 above.</p>

<p>25. Notification of Award</p>	<p>25.1 The award of contract will be notified to the selected tenderer through written communication.</p> <p>25.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work on the date as specified by the Bank.</p>
<p>26. Signing of Contract</p>	<p>The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value as applicable within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be initially valid for a period of Twelve months, (e.g., April 01, 2021 – March 31, 2022), in first year and extendable up to two more years subject to annual review of the performance of the contractor(s) by the Bank and mutual consent.</p>
<p>27. Performance Security</p>	<p>27.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹80000.00 (Rupees Eighty Thousand Only) as per format placed at Annexure-XIII.</p> <p>27.2 This PBG has been calculated for 12 months of tender value. In the case of extension of contract for one more year, The PBG amount will be increased proportionately and the agency has to resubmit the PBG for the enhanced amount.</p> <p>27.3 Failure of the successful tenderer to submit the Performance Bank Guarantee of ₹80000.00 (Rupees Eighty Thousand Only) or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p>27.4 The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In the case of any complaint or pending dues, the PBG shall be discharged only after adjusting all dues, liabilities, etc.</p>

Section-IV: Evaluation/ Selection Criteria

A. Technical Bid Evaluation

1.	<p>1.1 First, Part-I (Technical bid) will be evaluated. Tenderers shall furnish information for Technical Evaluation as per Standard Formats in Section VI.</p> <p>1.2 Supporting documents for the various items indicated in the checklist (Annexure-VI) should be submitted for Technical evaluation.</p> <p>1.3 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, if and when obtained directly from the bankers, existing clients if required, and the findings from site visit, if undertaken; to arrive at a decision regarding qualification in Technical Evaluation.</p> <p>1.4 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tender, the Bank may, at its discretion, ask any bidder for any clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's 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.</p> <p>1.5 If a bidder does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p> <p>1.6 Scoring of marks will be based on criteria mentioned in Part B of this section (Section IV) and other prequalification criterion prescribed in the Terms and Conditions of the contract.</p> <p>1.7 The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to a bidder as per financial/price bid evaluation as per the terms and conditions mentioned in the Part II (Financial Bid) of the tender. In case the quoted amounts in the financial bids of more than one agencies becomes L1, then the work will be awarded to the agency which gets the higher score in Technical evaluation (Evaluation Matrix).</p> <p>1.8 The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</p>
2.	<p>2.1 The members of the Evaluation Committee may conduct site visits to assess the quality and other aspects of the existing contracts of bidders as per the above criteria.</p> <p>2.2 A list of such places i.e. complete address details of clients in Bhubaneswar along with contact details of the contact person should be provided.</p>

B. Evaluation Matrix

Internal Evaluation Parameters Set by the Bank and Weightage Score

Sr. No.	Evaluation Parameter	Weightage
1.	Average Turn Over in last 3 years	
	a. ₹1.0 crore and above	10
	b. ₹50.0 lakh and above but less than ₹1.0 crore	9
	c. ₹10.5 lakh and above but less than ₹50.0 lakh	8
2.	Average Net Profit in last 3 years	
	a ₹25.0 lakh and above	10
	b Above ₹5.0 lakh but less than ₹25.0 lakh	9
	c Less than ₹5.0 lakh	8
3.	Number of years in Sniffer Dog services business	
	a 15 years and above	10
	b More than 7 years but less than 15 years	7
	c 5 years and above but less than 7 years (as on February 01, 2021)	5
4.	Type of incorporation of the agency	
	a Limited Company	10
	b Proprietorship/Partnership Firm	9
5.	Whether DGR empaneled agency (optional)	
	a Yes	10
	b No	9
6.	Number of sniffer dogs deployed by the agency	
	a 50 and above	10
	b 10 and above but less than 50	7
	c 02 and above but less than 10	5
7.	Quality Certification (as on February 01, 2021)	
	a ISO 9001 / SA 8000 / OHSAS 18001 / any other related to sniffer dog service (obtained within last 5-10 Years)	10

	b	ISO 9001 / SA 8000 / OHSAS 18001 / any other related to sniffer dog service (obtained within last 5 Years)	7
8.		Client Certificate for deployment of Sniffer Dogs	
	a	More than 02 works of minimum 80% of contract value “or” More than 04 works of minimum 50% of contract value “or” More than 06 works of minimum 40% of contract value	10
	b	01-02 works of minimum 80% of contract value “or” 02-04 works of minimum 50% of contract value “or” 03-06 works of minimum 40% of contract value	7
9.		Core Competency	
	a	Agency providing only sniffer dog services with more than 20 dogs	10
	b	Agency providing only sniffer dog services with 20 dogs or less	9
	c	Agency providing sniffer dog service as a part of security Services	5
10.		Training Set Up for dogs	
	a	Agency having own authorised training set up	10
	b	Agency having tie-up arrangement with other agency having training set-up	5

Scores will be allocated to the bidders as per the criteria mentioned in this evaluation matrix. In case the quoted amounts in the financial bids of more than one agencies becomes L1, then the work will be awarded to the agency which gets the higher score.

Section V

GENERAL AND SPECIFIC CONDITIONS OF CONTRACT

Annexure-I

Details of Sniffer Dog Squad Required: -

Place of Deployment	Composition of Dog Squad
RBI Main Office Building, Bhubaneswar	02 Dogs with 02 handlers

Dog Squad will be required to perform duties from 9 am to 5 pm on all days excluding Sundays and Holidays, which is subject to change as per requirement of the Bank.

Scope of Works and Services

Broad Scope of Work: The Agency is advised to visit the site before quoting their rates to assess the quantum of work. The scope of work shall include the following:

1. All Dog Squad will report for duty ten minutes before their duty start time and will be well turned out, The Sniffer Dog will take rounds of the periphery, parking area and office premises to carry out sanitization in the morning hours before taking up position at the main gate area.
2. At the main gate area, the Sniffer Dogs will check all the vehicles entering in the Main Office Premises including the boot space of cars for any explosive materials. The Dog Handler will give command/instructions to the Dogs and take the sniffer dog around the car to detect any explosives and after satisfying that the vehicle is free from any explosives, the Dog Handler will signal the driver of the vehicle to proceed ahead.
3. Dog Handler shall request the driver of the vehicle/car to switch off the ignition of the car/vehicle in case the Dog is reluctant to check the vehicle because of noise of the engine.
4. Checking of all incoming vehicles, including cash/bullion van entering in the main office premises at any time.
5. Checking of cars of dignitaries/ VIPs during various administrative meetings held at the main office premises. During such occasion both the Sniffer Dogs with handlers are required to be present for smooth functioning.
6. Taking rounds in the Banking Hall of the main building and other areas where general public interface is present in order to ensure that these areas are free from any explosive materials.
7. Respond in any emergency for detection or identification of explosives /unattended bags in the main office premises.
8. Dog handlers will carry out basic exercises of the dogs in morning/evening hours to maintain the dogs in fit condition.
9. The dogs should be available for any other duties as and when instructed by the Bank and its authorities.
10. Any other duty pertaining to sniffing by dog as and when required by the office.

Terms and Conditions of the Contract

- (1) The Agency will provide the services of 02 sniffer dogs (preferably Labradors) with 02 handlers to the Bank. The Agency should possess complete documentation confirming the breed and parental history of each sniffer dog deployed by it with the Bank. A certificate in this regard should be deposited with the Bank before deployment.
- (2) The successful bidder must deploy the Sniffer dogs with Handlers at the Bank's main gate and at any other place/s as desired by the Bank from 9 am to 5 pm on all working days including Saturdays.
- (3) It is responsibility of the service provider to provide kennel/accommodation to the dogs & handlers. The entire responsibility of transport arrangement of Dog and Dog Handlers will be borne by the service provider.
- (4) Prior to induction & deployment of Dogs' Squads, the service provider shall organize Dogs' sniffing & detection capability tests of Dogs in the Bank's premises. This is an essential condition of the tender and the contract will be awarded only after their satisfactory performance.
- (5) The dogs should be within the age of 1 to 6 years and should have been subjected to physical and medical fitness test by authorised pet. 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 any illness which will hamper their sufficient functioning and that the dogs are immunized once before initial deployment and further at periodic intervals as per the government guidelines on immunisation of pets.
- (6) The dog should have undergone training initially for two months at a government facility or a government authorised training school and thereafter dog and handler should undergo refresher training every six months.
- (7) The agency should ensure that the dogs deployed undergo periodic olfactory test (half yearly at a government authorised testing facility) and checks at their own cost and necessary test certificates are to be submitted to the Bank.
- (8) 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. The approved training Kit should be provided by the vendor. The Both the sniffer dogs shall undergo Explosive Detection Test Bi-Annually conducted in the Bank premises under the supervision of the Security Manager of the Bank.

- (9) The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in the case of an urgency. The Bank may, if required, utilize the dogs for sanitizing Bank's premises.
- (10) The grooming of dogs and maintenance/cleaning of kennel where-ever provided by vendor and litter, if any, on daily basis shall be the responsibility of the Agency.
- (11) If a dog or handler is unable to attend duty due to sickness/ill health, the Agency shall provide suitable substitute with same capabilities and competence.
- (12) The Agency must submit an undertaking to the effect that it is in compliance with the applicable provisions of Prevention of Cruelty to Animals Act, 1960.
- (13) 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.
- (14) 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).
- (15) The Agency has to submit the proof of contact no/names of officials handling the Contract.
- (16) A representative of the agency should visit every month to carry a hygiene and sanitation inspection of the living area of handlers and kennel.
- (17) The dogs deployed should undergo medical fitness tests and checks including olfactory test periodically at the cost of the service provider and necessary certificates should be submitted to Bank.
- (18) Applying Agencies will have to satisfy the Bank with documentary evidence in support of their required eligibility and in the event of their failure to do so the Bank reserves the right to reject their bid.
- (19) Bidder shall provide at its own cost two pairs of uniform for both summer and winter, shoes, jersey, torch, etc., to the dog handlers. Bank shall not have any liability in this regard.
- (20) If the handler posted at the premises goes on leave, the Tenderer shall provide a suitable reliever at his cost.
- (21) The agency shall ensure that the sniffer dog does not bite any employee of the Bank or any visitor to the Bank. In case the dog bites any employee/visitor, the Agency will be responsible for the payment of damage and/or compensation that may be

payable to the victim and the Bank shall be absolved of all responsibilities and liabilities in this matter.

(22) The Sniffer Dog Squad provided shall be the employees of the Agency and all statutory liabilities will be adhered to by the agency such as ESI, EPF, Workmen's Compensation and other statutory payments i.e. Bonus, etc.

(23) The agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages (Central Govt. rates) and Contract Labour (Regulation & Abolition) Act 1970, EPF, etc., regarding the Sniffer Dog Squad engaged by him for works and any other statutory obligation placed on the Agency by any Government Authority. Failure by the agency on any of these terms shall constitute enough grounds for termination of the agency.

(24) As far as EPF is concerned, it shall be the duty of the agency to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel deployed and an equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, with full particulars of employees engaged. In the case of any penalty/ liability on account of noncompliance on this aspect, the onus shall lie on the agency.

(25) The receipts of depositing employer's and employee's contribution towards EPF/ESI, etc., will be required to be furnished by the agency to the Bank every month along with monthly bill.

(26) The eight hours shift generally will be from 0830 Hrs to 1700 Hrs with half an hour break. But the timings of the shift are changeable and shall be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs at a stretch) shall not be allowed.

(27) No accommodation facility or medical facility will be provided by Reserve Bank of India, Bhubaneswar.

(28) Under extremely exceptional circumstances the Bank may advise the agency to ask the Sniffer Dog Squad to stay inside the Bank premises. During the stay of the Sniffer Dog Squad in the Bank premises, the accommodation and meals will be provided by the Bank. No additional wages will be payable by the Bank for this purpose.

(29) The list of staff going to be deployed shall be made available to the Bank along with the essential documents, i.e., ID proof, Police Verification, EPF, ESI, Medical Fitness certificate issued by Medical Officer.

(30) Any change being made in the list of staff deployed shall be done in consultation with the Bank.

(31) The agency shall change the Sniffer Dog Squad in the case of any adverse observations made by the Bank, dereliction of duty, etc., or for any other reason pointed by the Bank.

(32) In the case of any Attendant/Dog being on leave/absent, the Agency shall ensure that a substitute is provided. The service provider will ensure that Sniffer Dog Squad staff should not be changed on ad-hoc basis.

(33) The Agency's Staff/Dog shall perform duties according to the detailed Standard Operating Procedures prepared by the Security Officer of the Bank.

(34) It shall be the responsibility of the contractor to ensure that the Dog Squad staff deployed by him are physically & medically fit, active, healthy, smart, and intelligent with good bearing, honest and competent, free from any disease contagious or otherwise. The responsibility of their discipline will be that of the Contractor. The persons provided should have proper knowledge of their job. Persons so engaged by the contractor shall be properly trained Sniffer Dog Squad of high integrity and good conduct and preferably below the age of 45 years. In no circumstances, Dog Handlers below 18 years of age should be employed.

(35) The Regional Director, Reserve Bank of India, Bhubaneswar or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor to ensure that persons deployed by it are doing their duties effectively

(36) The antecedents of staff shall be verified by the agency from local police authority before they are deployed and an undertaking in this regard shall be submitted to the Bank.

(37) The agency will maintain suitable registers on which day to day deployment of personnel at Bank. This will be countersigned by the security officer in the Bank building. While raising the bill, the deployment of the personnel engaged during each month, shift wise, should be shown. The agency must give an undertaking (on the format), duly countersigned by the officer of the Bank, regarding payment of wages as per applicable rules and laws in force.

(38) All liabilities arising out of accident or death while on duty shall be borne by the agency. For this purpose, the agency shall maintain adequate insurance cover. The Bank shall not be responsible for payment of any compensation for death or injury or accident to any of the Dog/Dog Handler which may arise out of and in the course of their duties and employment.

(39) The agency shall at its own expense, arrange to effect and maintain comprehensive insurance (workmen compensation policy for salary quoted) for its Sniffer Dog Squad, etc., reflecting Reserve Bank of India as the Principal Employer. A copy of the same shall be provided to the Bank.

(40) The Agency shall depute a single nodal point of contact in its office for interacting with the Bank. The agency should depute its authorised official once in a week to interact with the Bank for sorting out issues if any.

(41) Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank and shall not knowingly lend to any person or company any of the effects of the properties being managed.

(42) The agency shall be responsible to maintain all property and equipment of the Bank entrusted to it.

(43) The Dog Handler or any other employee of the agency shall not accept any gratitude or reward in any shape.

(44) Under the terms of their employment agreement with the agency the Dog Squad shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the agency and for the Bank as long as they are deployed at Bank's premises.

(45) That in the event of any loss occasioned to the Bank, because of any lapse on the part of the agency which will be established after an enquiry conducted by the Bank, the said loss can be claimed from the agency up to the value of the loss. The decision of the Bank will be final and binding on the agency.

(46) The agency shall do and perform all such Sniffing/Area Sanitisation and allied services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Bank may issue from time to time and which have been mutually agreed upon between the two parties.

(47) The agency may remove, redeploy or manage its employees deployed at the Bank's premises only after the consent of In-Charge (P&S). While the agency will also be maintaining the agreed strength, however the service provider will ensure the Dog Squad are not changed on ad-hoc basis.

(48) The personnel engaged by the agency shall always while deployed at the Bank's premises, will follow the duties as mentioned by the Bank in agreement with the Agency, failing which penalty(ies) as mentioned in the Working Penalty Clause will be imposed. The penalty on this account shall be deducted from the agency's bills.

(49) The personnel engaged must be courteous with pleasant mannerism in dealing with the Bank's staff / visitors, etc., and should project an image of utmost discipline.

(50) The staff deployed by the agency should be properly, cleanly and smartly attired and should display their identity cards while on duty. Their Uniforms should be ironed and shoes should be black and polished.

(51) The contractor shall submit details, such as names, parentage, residential address, age, etc., along with recent photograph of the persons deployed by him. For proper identification of the employees of the contractor 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 duty.

(52) The payment would be made at the end of every month based on the actual shift manned/ operated by the personnel supplied by the agency and based on the documentary proof jointly signed by the representative of the Bank and the agency/ its representative /personnel authorized by it. No other claim on whatever account shall be entertained by the Bank.

(53) In case any of agency's personnel(s) deployed under the contract is (are) absent, a penalty as mentioned in the Working Penalty Clause shall be levied by the Bank and the same shall be deducted from the agency's bills. An official warning letter shall also be issued by the Bank to the agency as it will be construed as exposing the Security of Bank' property to funder extreme "Higher Risk" level.

(54) In case any of agency's personnel deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty as mentioned in the Working Penalty Clause shall be levied.

(55) In case any complaint is received attributable to misconduct / misbehaviour of agency's personnel, a penalty as mentioned in the Working Penalty Clause shall be levied and the same shall be deducted from agency's bill. Further the concerned personnel may have to be removed if desired by the Bank. An official warning letter can also be issued to the agency by the Bank.

(56) Any liability arising out of any litigation (including those in consumer courts) due to any act of agency's personnel shall be directly borne by the agency including all expenses / fines.

(57) If any amount 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 the Bank, such money shall be deemed to be payable by the agency. The Bank shall be entitled to recover the amount from the agency by deduction from money due to the contractor or from the Performance Security.

(58) The agency shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

(59) The agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank, etc.

(60) Prevention of Sexual Harassment of Women at Work place. The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In the case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. 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 Bank’s employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

(61) The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, Bhubaneswar indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank of India, Bhubaneswar shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly Payment and Security Deposit, if any.

(62) The Agency shall abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986, shall not deploy any person in violation of the provisions of the said act.

(63) The Agency shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, Employees State Insurance Act 1948, Workmen’s Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees Liability Act, 1938, Employment of Children Act 1938, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Maternity Benefit Act 1961 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Agency shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.

(64) Working penalty: As mentioned in [Annexure-IV](#).

(65) Period of contract:

(a) The contract, if awarded shall be initially valid for a period of Twelve months from April 01, 2021 to March 31, 2022.

(b) The Bank may extend the period of the contract for a further period of up to two years (one year at a time) on terms mutually agreed upon and subject to satisfactory performance of the agency as assessed by the Bank.

(c) Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing.

(66) Risk Clause. Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the Agency in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the RBI about the failure on the part of the Agency shall be final and binding on the Agency. This termination can be done at a notice of 10 working days. In the event of any failure on the part of the Agency, RBI shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the Agency. The additional cost, loss, if any incurred by RBI would be recovered from the Agency.

(67) Payment to the agency. The charges quoted will cover the cost of the services of manpower deployed shall be payable on monthly basis subject to submission of invoice and allied mandatory documents. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the P&SO and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The agency will ensure payment of entitled wages to the staff deployed in Sniffer Dog Squad by 10th day of next month without waiting for disbursement by the Bank. In view of this, the following procedure will be adopted. The bills shall be submitted along with the following documents in respect of the contractual employees deployed at RBI Bhubaneswar, mandatorily:

(a) Current month Invoice in original.

(b) Current month Attendance sheet.

(c) Previous month wage disbursement record (bank a/c debit statement along with summary report). No cash payment should be made in any circumstances.

(d) Previous month wage slips duly signed by the individual contract Labourers, having received the amount mentioned in the wage slip..

- (e) Previous month ESI remittance challan, as applicable, with consolidated and breakup details.
- (f) previous month EPF remittance challan, as applicable, with consolidated and breakup details.
- (g) Proof of any other payments (bonus, etc.) made to the contractual employees.
- (h) A letter regarding disbursement of payment to respective Bank account to handlers and declaration by the agency stating that it is adhering to the applicable norms under the Minimum Wages Act, 1948 (XI of 1948) and all the applicable rules under the Act issued by the Government of India from time to time, EPFO, ESIC (if applicable), Bonus and all other Act/Rules issued by the Government of India in connection with employment of labours.
- (i) Any other periodic returns submitted to Labour Commissioner, Shram Suvidha website, EPFO & ESIC, etc., in respect of the deployed labourers to be submitted within 07 days of filing (as and when applicable).

(68) The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Bank. The Agency shall raise the bill on completion of every month and the payment shall generally be made within 15 days from the date of submission of complete and correct bill with all supporting documents. The Bank follows National Electronic Fund Transfer (NEFT) method only. No request for making advance payment on any ground shall be entertained. Under no circumstances the Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract. Any future increase or decrease in these statutory rates like Minimum Wage, VDA, EPF, ESI, Bonus, GST, etc., will be binding on both the parties and will be paid by the Bank accordingly. Changes in rate, if any desired, may be discussed at the time of renewal of contract, if done.

(69) Audit. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Bank from the agency. If any underpayment is discovered, the amount shall be duly paid to the agency by the Bank.

(70) Outsourcing. Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. If the Bank subsequently finds to the contrary, it reserves the right to cancel the contract immediately. RBI reserves the right to assess the capacity and capability of the parties. The Bank also reserves the right to accept any or reject any/ all the applications or any part thereof at any stage of process without assigning any reason thereof. The Bank has no obligation to accept the lowest financial application. RBI's decision in this regard shall be final and binding.

(71) Non-Disclosure. The agency and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the agency and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff shall apply during the term of agreement and indefinitely after the term of agreement. The agency and its staff shall also not disclose directly or indirectly any information of [Annexure-I to XIV](#) and details of the Bank's infrastructure / systems/ equipment, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. It 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. It shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. It shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to claim damages and pursue legal remedies.

(72) Arbitration:

- (a) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, herein before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Regional Director, Bhubaneswar or to the sole arbitration of some other person appointed by the Regional Director, Bhubaneswar willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the General Manager/ Dy General Manager (HRMD) is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed an employee of RBI is and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally

referred being transferred by vacating his office or being unable to act for any reason, such Regional Director, Bhubaneswar as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

- (b) Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
 - (c) It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
 - (d) The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
 - (e) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to be payable to the Agency shall be withheld on account of such proceedings.
 - (f) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
 - (g) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
 - (h) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
 - (i) The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. In the case of any unresolved dispute between the Agency and RBI it shall fall in the jurisdiction of the Courts in Bhubaneswar.
- (73) Jurisdiction of court. The Courts at Bhubaneswar only shall have the jurisdiction for the purpose of this agreement.

Working Penalty Clause

Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Agency is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Agency is given 07 (seven) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that, such withheld amount shall not earn any interest.

Deductions from Payment: The Bank may deduct from the Agency's Bill, amounts on account of claims of penalty as per the mentioned Service Level Agreement (SLA), costs or claims, losses, damages, defective services carried out by the Agency, etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Agency. In case the Agency fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Agency's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

Operational Working Penalty: Working penalty limiting to the operational requirements are specified as follows:

Sl No.	Service Level Agreement (SLA)	Failure Tolerance Level	Risk	Penalty per Month
	General			
1	Failure to attend time duty at bank in two shift system.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2	Staff Missing from duty/post.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3	Failure to intimate of incidents immediately to Security Manager	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
4	Staff sleeping on duty and not remaining alert at all time	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
5	Misbehaviour by the Dog Squad with any employee / visitors, etc.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
6	Failure of the Dog Squad in handing and taking over of duties during shift change and failure in follow up of SOPs	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
7	Misuse of Bank property/equipment.	Zero	Medium	Minimum 0.3% to Maximum 3% of

				the bill value.
8	Failure to conduct Periodic refresher training for dogs and dog handlers	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.
9	Failure to conduct Periodic sniffing test	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.
10	Failure to ensure Team performance & discipline is maintained at all the times	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.
11	Failure to ensure Smart Turnout, Good Uniform with ID card at all the times.	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.

Penalty per Month

S L A	High Risk	Minimum 0.5% to a Maximum of 3% of the monthly bill value and not exceeding more than 10% of the total bill value.
	Medium Risk	Minimum 0.3% to a Maximum of 3% of the monthly bill value and not exceeding more than 10% of the total bill value.
	Low Row	Minimum 0.2% to a Maximum of 2% of the monthly bill value and not exceeding more than 10% of the total bill value.

Implementation: The above-mentioned SLA are to be monitored by the Protocol & Security Cell, RBI, Bhubaneswar and process the penalties if any.

Working Penalty (Statutory compliances): Working penalty limiting to the statutory compliances are specified as follows:

S No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1.	Shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2.	Failure to deploy at least one dog at any point of time.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3.	Failure to maintain attendance as per requirement of the Bank	Zero	High	Minimum 0.3% to Maximum 3% of the bill value.

4.	Failure to comply with the Applicable laws	Zero	High	Minimum 0.3% to Maximum 3% of the bill value.
5.	Deploying the Staff/ employees without giving weekly-off.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
6.	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	Medium	Minimum 0.5% to Maximum 3% of the bill value.
7.	Statutory requirement documents to be provided on by keeping one register each i.e., Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
8.	Participation in the Vendor Compliance Audit.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
9.	Statutory requirement documents to be provided on time i.e., -PF/ESI	Before 5th of every month	Medium	Minimum 0.3% to Maximum 3% of the bill value.
10.	Failure to pay the salary with in 10th of each month	on or before 10th every month	High	Minimum 0.3% to Maximum 3% of the bill value.

Penalty per Month

S L A	High Risk	Minimum 0.5% to a Maximum of 3% of the monthly bill value and not exceeding more than 5% of the total bill value.
	Medium Risk	Minimum 0.3% to a Maximum of 3% of the monthly bill value and not exceeding more than 5% of the total bill value.
	Low Risk	Minimum 0.2% to a Maximum of 2% of the monthly bill value and not exceeding more than 5% of the total bill value.

Implementation: The above-mentioned SLA is to be monitored by the Protocol & Security Cell, RBI, Bhubaneswar and to process the penalties if any.

Section VI
STANDARD FORMATS

Scanned copy (PDF format), duly signed, must be uploaded while submitting e-tender online through MSTC E-Commerce website.

Annexure-V

Letter of Undertaking to be given on tenderer's letter head

To
The Regional Director
Reserve Bank of India
Bhubaneswar 751001

E-Tender for Service Contract for Providing Sniffer Dog Squad at RBI Bhubaneswar

In response to the above and in full agreement with the conditions as stipulated by Reserve Bank of India, Bhubaneswar:

1. I/ We certify that before signing/uploading this bid, I/ We have read and fully understood all the terms and conditions of the tender laid down in tender document both Technical and Financial Bids in general and specifically the schedule of tender (Section-I), instruction regarding e-tender (Section-II), general instructions to bidders (Section-III), Evaluation criteria and Evaluation Matrix (Section-IV), requirement of dog squad ([Annexure-I](#)), scope of works ([Annexure-II](#)) terms and conditions of the contract ([Annexure-III](#)), the penalty clause ([Annexure-IV](#)) and Section-VII (Financial Bid) and agree to abide by them
2. I/We have understood the evaluation process to be followed by the Bank as mentioned in the [Annexure-IX](#), the conditions mentioned Section III/IV and evaluation matrix of the tender document. I / We also understand that the Regional Director, Reserve Bank of India, Bhubaneswar has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
3. I/ We understand that the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/ other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, Relieving charges- when applicable, uniform, etc., also need to be paid as prescribed under various statutes, by me / us. I/We will abide by all the statutory and obligatory requirements specified from time to time in various acts applicable in undertaking the service.
4. I / We fulfil the statutory registration requirements with corresponding government authorities in respect of Employees Provident fund/ Employees State Insurance, GST, Labour Department, etc., to undertake the work and all the documents submitted/uploaded in this behalf are genuine and valid.

5. I/We have visited the place of deployment of the sniffer dogs with handlers and made ourselves fully aware of the requirements. If our bid is accepted, I/ We agree to deploy the security personnel within 15 days or the date specified by the Bank while fulfilling all the other conditions of the Bank.
6. The Earnest Money Deposit (EMD) of ₹26,000.00 (Rupees Twenty- Six Thousand Only) is submitted through online on Beneficiary Name: Reserve Bank of India, Bhubaneswar IFSC: RBIS0BBPA01, Account No.: 186004001.
7. On receiving the award of contract, I/We will furnish a Performance Bank Guarantee ([Annexure-XIII](#)) In lieu of Security Deposit of ₹80000.00 (Rupees Eighty Thousand Only) which shall be valid for the entire period as mentioned in the said Annexure.
8. I/ We also understand that the Bank Guarantee, in lieu of security deposit, will be invoked in the event of failure on my/ our part to execute the agreement within the specified time or in the case of breach attributable to me/ us of the terms and conditions.

Yours faithfully,

Date:

Authorized Signatory (With Name/Designation & Seal)

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-commerce website.

Annexure-VI

Checklist for the Documents to be Uploaded on MSTC E- Commerce Website.

Scanned copy of Original Documents to be uploaded online through 'MSTC e-commerce' website in PDF format while submission of E-tender (Each file size should not exceed 5 MB):

Sl. No.	Checklist	Reference	Standard formats, if any
1.	Earnest Money Deposit (NEFT of ₹26,000.00 (Rupees Twenty-Six Thousand Only) (upload scanned copy of deposit slip/NEFT proof, etc.) No exemption is allowed for MSEs also.	Para 9 of section III	--
2.	Basic Information of the participating agency	--	Annexure-VII
3.	Self-attested copy of valid Certificate of Incorporation/ MoA & AoA/Partnership deeds, as applicable, for companies/firms	Para 3 of section III and para 2 of Annexure-VII and para 3 & 4 of Evaluation Matrix of Section IV	--
4.	Address/contacts/email of registered office	para 3 and 3.3 of Section III and in support of Annexure-VII	--
5.	Address/contacts/email of local office / nearest office (Labour Reg.)	para 3.3 and 3.8 of Section III and in support of Annexure-VII	--
6.	Name (s) and address (es) of the proprietor/ partner/ director of the company	in support of Annexure-VII	--
7.	Power of Attorney/authorisation with the seal of the company/firm in the name of the persons signing the tender documents.	para 3 of Section III	--
8.	Self-attested copy of the PAN card issued by the Income Tax Department	in support of Annexure-VII	--
9.	Self-attested copy of Income-Tax Returns (acknowledgements only) for last 3 FYs i.e upto FY2019-20.	para 1 of Evaluation Matrix of Section IV	--
10.	Self-attested copy of GST registration.	in support of Annexure-VII	--
11.	Self-attested copy of EPFO	para 3.6 of Section III	--

	registration	and in support of Annexure-VII	
12.	Self-attested copy of ESIC registration	para 3.6 of Section III and in support of Annexure-VII	--
13.	Details of training facility for Dog squad.	para 3.7 of section III	
14.	Permission / License for handling explosives and related material for dog training	para 3.7 of Section III and in support of Annexure-VII	--
15.	Labour Registration from statutory authorities	para 3.8 of Section III and in support of Annexure-VII	--
16.	Labour licenses obtained for other clients	3.2 (b) of Section III	--
17.	Letter of undertaking to Regional Director, RBI, Bhubaneswar containing acceptance of conditions of the tender	--	Annexure-V
18.	Audited balance sheet (Asset-Liability Statement and P&L Statement only) for last 3 years (upto FY 2019-20)	para 1 & 2 of Evaluation Matrix of Section IV	--
19.	CA certified turnover and net profit certificate for containing figures of last 3 years (upto FY 2019-20)	in support of Annexure-XII	
20.	Details of previous experience of similar works	para 3.1 of Section III	Annexure-XII
21.	Performance Certificate/Work order/Agreement towards establishing 05 years of work experience	para 3.1 (b) of section III	--
22.	Performance certificates from clients for establishing minimum eligibility	para 3.2 (a)/(b) of section III	Annexure-X
23.	Performance certificates from clients for scoring as per Evaluation Matrix	para 8 of Evaluation Matrix of Section IV and para 3.2 (c) of section III	Annexure-X
24.	Quality Certificate - ISO 9001 / SA8000 / OHSAS 18001/ any other sniffer dog services related, if any	para 3.5 of Section III and para 7 of Evaluation Matrix of Section IV	--
25.	EPF/ESI role (only front page indicating number of handlers/employees) as per the EPF/ESI paid challan in Dec 2020 or Jan 2021	para 6 of Evaluation Matrix of Section IV and para 12 of Annexure-VII	--
26.	DGR empanelment document, if any	para 5 of Evaluation Matrix of Section IV	--
27.	Banker details	Para 3.9 of Section III	Annexure-VIII

28.	Financial Credibility certificate issued by the tenderer's banker specifically for this work for an amount equivalent to the estimated cost of ₹10.5 Lakh, for indicating financial soundness of the tenderer.	Para 3.9 of section III	Annexure-XI
29.	Self-attested copies of litigations/civil suits/disputes, if any. Otherwise mention "nil" in Annexure-VII	Para 13 and 14 of Annexure-VII	--
30.	Checklist of technical evaluation at RBI with file names filled	--	Annexure-IX
31.	Any other information the tenderer wishes to furnish.	--	--

I/We hereby declare that I/We have read and understood all the above instructions and uploaded the documents stated above. I/We have also uploaded the documents mentioned in the corrigendum (if issued)

Date:

Authorized Signatory (With Name/Designation & Seal)

Scanned copy (PDF format), duly filled on the letter head, must be uploaded while submitting e-tender online through MSTC E-commerce website.

Annexure-VII

**Basic Information of the Tendering Company/Firm
(To be given on Tenderer's letter head)**

Sl. No.	Particulars of company/agency/firm	Details to be filled by the company/agency/firm
1.	Name of the company/agency/firm	
2.	Registration (firm/ company), Registration Authority, Date, Number, etc.	
3.	Type of Company whether, Proprietorship, Partnership, etc., (copy of Memorandum and Articles of Association and Partnership Deed in the case of companies and firms respectively, Power of Attorney, etc.,)	
4.	Name and address of the Proprietor/ Partners/ Directors of the Company	
5.	Registered office address and telephone number & email address,	
6.	Local Office address, telephone number & email address (Office address through which the work will be handled)	
7.	PAN Number	
8.	GST registration number	
9.	EPFO registration number	
10.	ESCI registration number	
11.	Bhubaneswar Labour registration number	
12.	Total staff deployed/ available on the role of the organization manpower as per EPF/ESI challan paid in Dec 2020 or Jan 2021	
13.	Indicate if involved in any litigation, including the disposed cases, during last 3 years	
14.	Any disputes / suits pending with clients and/or any statutory authorities and details of the stage of proceedings	
15.	Time required to place the service, if engaged. (should be <= 15 days)	

Date:

Authorized Signatory (With Name/Designation & Seal)

Scanned copy (PDF format), duly filled, must be uploaded while submitting e-tender online through MSTC E-commerce website.

Annexure-VIII

Details of Bankers
(To be given on Tenderer's letter head)

Particulars	Banker
Account No. and Type of Account	
Name of the Bank, Branch, IFS Code and its complete postal address	
Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No.(s), etc.	
Whether Credit Facility/Overdraft facility enjoyed by the agency.	
The period from which the agency has been banking with the Banker.	
Any other information which the vendor may like to furnish about its Bankers.	

Date:

Authorized Signatory (With Name/Designation & Seal)

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-commerce website.

Annexure-IX

Checklist for Technical Evaluation at Bank

Sl. No.	Checklist	Submitted/ Not submitted	Uploaded File Name	Remarks by RBI Official
1.	Earnest Money Deposit (NEFT of ₹ 26,000.00 (Rupees Twenty-Six Thousand Only)) (upload scanned copy of deposit slip/NEFT proof, etc.) No exemption is allowed for MSEs also.			
2.	Basic Information of the participating agency			
3.	Self-attested copy of valid Certificate of Incorporation/ MoA-AoA/Partnership deeds, as applicable, for companies/firms			
4.	Address/contacts/email of registered office			
5.	Address/contacts/email of local office / nearest office (Labour Reg.)			
6.	Name (s) and address (es) of the proprietor/ partner/ director of the company			
7.	Power of Attorney/authorisation with the seal of the company/firm in the name of the persons signing the tender documents.			
8.	Self-attested copy of the PAN card issued by the Income Tax Department			
9.	Self-attested copy of Income-Tax Returns (acknowledgements only) for last 3 FYs i.e upto FY2019-20.			
10.	Self-attested copy of GST registration.			
11.	Self-attested copy of EPFO registration			

12.	Self-attested copy of ESIC registration			
13.	Details of training facility for Dog squad.			
14.	Permission / License for handling explosives and related material for dog training			
15.	Labour Registration from statutory authorities			
16.	Labour licenses obtained for other clients			
17.	Letter of undertaking to Regional Director, RBI, Bhubaneswar containing acceptance of conditions of the tender			
18.	Audited balance sheet (Asset-Liability Statement and P&L Statement only) for last 3 years (upto FY 2019-20)			
19.	CA certified turnover and net profit certificate for containing figures of last 3 years (upto FY 2019-20)			
20.	Details of previous experience of similar works			
21.	Performance Certificate/Work order/Agreement towards establishing 05 years of work experience			
22.	Performance certificates from clients for establishing minimum eligibility			
23.	Performance certificates from clients for scoring as per Evaluation Matrix			
24.	Quality Certificate - ISO 9001 / SA8000 / OHSAS 18001/ any other sniffer dog services related, if any			
25.	EPF/ESI role (only front page indicating number of handlers/employees) as per the EPF/ESI paid challan in Dec 2020 or Jan 2021			
26.	DGR empanelment document, if any			

27.	Banker details			
28.	Financial Credibility certificate issued by the tenderer's banker specifically for this work for an amount equivalent to the estimated cost of ₹10.5 Lakh, for indicating financial soundness of the tenderer.			
29.	Self-attested copies of litigations/civil suits/disputes, if any. Otherwise mention "nil" in Annexure-VII			
30.	Checklist of technical evaluation at RBI with file names filled			
31.	Any other information the tenderer wishes to furnish.			

I/We have read & understood the checklist of documents to be uploaded as per [Annexure-VII](#) and checklist for evaluation at the Bank as per [Annexure-IX](#). We are mentioning the file names in this checklist and uploading online for the applicable points of this checklist.

Date:

Authorized Signatory (With Name/Designation & Seal)

Authenticated scanned copy of this document (PDF format) issued by clients must be uploaded while submitting e-tender online through MSTC E-commerce website.

Annexure-X

(CONFIDENTIAL, WHEN FILLED)

CLIENT'S CERTIFICATE REGARDING JOB PERFORMANCE OF THE AGENCY.

To
Regional Director
Reserve Bank of India (or) to whomsoever it may concern
Pt Jahwarlal Nehru Marg,
Bhubaneswar 751001

SI No.	Particulars	Comments
1.	Name and address of the agency supplying sniffer dog services	
2.	Place (s) where service is/was availed	
3.	Period of agreement and renewals, if any	
4.	Maximum number of personnel deployed at any point of time during the contract	
5.	Value of service (Total/year wise)	
6.	Comments regarding adherence of terms and conditions of contract	Satisfactory/Unsatisfactory
7.	Any penalty imposed or any deductions made or any litigations pending for non-adherence to the terms and conditions of contract. (applicable only if the comments/performance is unsatisfactory)	
8.	Overall performance	Satisfactory/Unsatisfactory
9.	Any other information	

Yours Faithfully,

Date:

Signature of client with seal
Full address of the Client

The performance/completion certificates obtained from other clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. The copy of relevant work order/agreement can be attached to establish the missing information. If the certificates uploaded are not able to establish the information sought above, those will not be accepted.

Authenticated scanned copy of this document issued by a scheduled bank must be uploaded (PDF format) while submitting e-tender online through MSTC E-commerce website.

Annexure-XI

FINANCIAL CREDIBILITY CERTIFICATE FROM THE BANKER
(On the Scheduled Bank's Letter Head)

To
Regional Director
Reserve Bank of India
Bhubaneswar -
751001

We certify that M/s(name and address of the applicant) is/are maintaining a Savings Bank Account/Current Account (strike off whichever is not applicable) No. with us since The said account is satisfactorily operated by (name of the applicant). Their financial position for business operations in providing manpower for various services is good and they are capable of doing a turnover of ₹13 Lakh (Rupees Thirteen Lakh Only) in providing manpower for various services.

This certificate is issued without any guarantee or responsibility on the bank or any of its offices.

For the bank with Name, Designation & Seal

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC e-commerce website.

Annexure-XII

Turnover and Experience Certificate

S N	Year	Total number of dogs deployed	Turnover from dog squad services (in ₹)	Total number of personnel (dog squad + all other security) deployed	Total turnover of the company (in ₹)	Net Profit (in ₹)	Remarks
1.	2017-18						Upload IT return and CA certificate regarding <i>total turnover</i> and <i>net profit</i> for all the 3 years
2.	2018-19						
3.	2019-20						

Value of each completed work experience of having successfully completed similar works during last 05 years (Refer Section-III Para 3)

Sl. No.	Period of Work (example :2015-16)	Name, address & Telephone number of the client (Govt. / Semi-Govt/ bank/ others)	No. of Dog and Dog handlers deployed	Value of Work from the Dog Squad services (in ₹)	Remarks
					Upload separate client certificate (s) for each work

Date:

Authorized Signatory (With Name/Designation & Seal)

Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

Place: _____
Date: _____

To
The Regional Director
Reserve Bank of India
Bhubaneswar

Dear Sir,

Contract for Providing Sniffer Dog Squad Services in the Office Premises of Reserve Bank of India, Pt Jahwarlal Nehru Marg, Bhubaneswar – 751001

WHEREAS

Reserve Bank of India, having its Central Office at Shaheed Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Pt Jahwarlal Nehru Marg Bhubaneswar – 751001 (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 the Contractor is bound by the said Contract to submit to Reserve Bank of India, Bhubaneswar a Performance Bank Guarantee for a total amount of ₹80000.00 (Rupees Eighty Thousand Only) 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 the Reserve Bank of India, an amount not exceeding ₹80000.00 (Rupees Eighty Thousand Only) as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the 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 the RBI, pay without demur to the RBI, a sum of ₹80000.00 (Rupees Eighty Thousand Only) or any lower amount that may be demanded by the 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 ₹80000.00 (Rupees Eighty Thousand Only).

2. We also agree to undertake and confirm that the sum not exceeding ₹80000.00 (Rupees Eighty Thousand Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the 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 the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank 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 the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement 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 ₹80000.00 (Rupees Eighty Thousand Only).

b) Our liability under these presents shall not exceed the sum of ₹80000.00 (Rupees Eighty Thousand Only).

c) Our liability under this agreement 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 contract period, i.e., up to May 31, 2022 for this contract, provided that if so desired by the 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 the 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 the 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 Performance 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).

PART – II: FINANCIAL BID

Section VII

Terms and Condition of Financial/Price Bid

1. The bidders are required to calculate the wages as per the latest central government wage guidelines *prescribed for watch & wards without arms*, and applicable to Odisha state. Rates declared by state governments are not to be quoted.
2. The figures mentioned in the calculation sheet are taken as per the extant guidelines while preparing the tender document and subject to change by notifications of corresponding statutory authorities. The bidders should mention the rate of EPF/ESI/Bonus/GST figures (%) in column (3) of the Calculation Sheet of financial bid as per the prevailing rates at the time of online bidding and calculate the amounts accordingly.
3. Any future increase or decrease in these statutory rates like Minimum Wage, VDA, EPF, ESI, Bonus, GST, etc., by the appropriate authorities will be binding on both the parties and will be paid by the Bank accordingly.
4. The bidders should quote the service charges keeping in mind the expenses involved in providing managerial/ supervisory/ administrative services to get the work done through the deployed dog squad, expenses on maintenance of dogs, their immunization, sniffing test, accommodation, transportation, etc., and expenses towards uniforms, accessories, etc., to be provided to the handlers, as mentioned in the detailed terms and conditions of the tender document. The Bank will not entertain any claim regarding revision of this amount during the period of the contract under any circumstances.
5. The bidders shall submit the only amount as calculated at row number “1” (i.e. Total Cost for 02 Sniffer Dogs with 02 handlers for one month) of the Calculation Sheet in the Price Bid (Part-II) at MSTC e-commerce website. The website will automatically calculate the total cost for Twelve months.
6. A bidder being L1 merely by financial/price bid will not be sufficient ground for becoming eligible for award of contract. In case bidders fail to quote the correct figures in line with latest statutory guidelines, their financial/price bids are liable to be rejected.
7. After opening of financial/price bid online, the bidders shall submit the calculation sheet when called for by the Bank to check the validity of the amount quoted as per prevailing statutory rates and decide upon the award of contract. At this stage no change/correction of amount submitted online will be allowed.

CALCULATION SHEET**(Important: Do not upload this calculation sheet.)**

Submit the amount as calculated at row number "i" (i.e. Total Cost for 02 Sniffer Dogs and 02 Dog Handlers for One Month) of the Calculation Sheet in the Price Bid (Part-II) at MSTC e-commerce website. The website will automatically calculate the total cost for Twelve months.

SI. No.	Description	Rate in %	Amount for 02 Sniffer Dogs with 02 handlers
(1)	(2)	(3)	(4)
a.	Minimum wage + Variable Dearness Allowance for one person (for 26 days/duties)		
b.	Employer contribution of Employees Provident Fund (EPF) including EDLI and admin charges, if any. (subject to maximum ceiling of salary of Rs 15000.00 or any other amount specified by EPFO from time to time)	(13% of "a" above)	
c.	Employer contribution of Employees State Insurance (ESI) including admin charges, if any. (Not applicable if salary exceeds ₹21000.00 or any other amount specified by ESIC from time to time)	(3.25% of "a" above)	
d.	Bonus per month (Not applicable if salary exceeds ₹21000.00 or any other amount updated by Bonus Act from time to time)	(8.33% of "a" above)	
e.	Sub Total (Sum of Serial "a" to "d")		
f.	Charges for one dog for one month		
g.	Sub Total (Sum of Serial "e" and "f")		
h.	Service Charges	(_% of "g" above)	
i.	Cost for one dog with one handler for one month (26 duties) (Sum of Serial "g" and "h")		

j.	Cost for two dogs with two handlers for one month (02 x "i", i.e., 02 x for one dog with one handler for one month)	
k.	GST (IGST or CGST+SGST)	(18% of "j" above)
l.	Total cost for two dogs with two handlers for one month (26 duties) with GST (Sum of Serial "j" and "k")	(Submit this amount on MSTC website)
m.	Cost for two dogs with two handlers for Twelve months including GST (12 x "l")	

Note- No column will be left vacant and can't be zero.