



RESERVE BANK OF INDIA
Protocol and Security Cell, Kanpur
(www.rbi.org.in)

TENDER NOTICE

RBI, Kanpur invites tenders from reputed companies/firms/agencies, for **providing Sniffer Dogs with Handlers (Under Annual Maintenance Contract) at Reserve Bank India, Kanpur** located in Kanpur 208001. Tender forms and eligibility criteria will be available from 30.03.2015 and can be downloaded from the “**Tender**” section of our website (www.rbi.org.in). Last date for submission of tender is 2.00 PM on 20.05.2015.

Mahatma Gandhi Marg,
Kanpur 208001

Shekhar Bhatnagar
Regional Director



**Reserve Bank of India
Protocol and Security Cell
Kanpur**

Part-I

TENDER

For

**Providing Sniffer Dogs with Handlers (Under Annual Maintenance Contract)
at Reserve Bank India, Kanpur**

Name of Tenderer: -----

Address: - -----

Land Line & Mobile numbers:

Last Date of Submission: - 20/05/2015 UPTO 2.00 PM



**Reserve Bank of India
Protocol and Security Cell
Mahatma Gandhi Marg, Kanpur-208001**

(Tender No.KAN/P&S/037/SD-2015-16)

Sealed tenders are invited in the prescribed format by Regional Director, Reserve Bank of India, Mahatma Gandhi Marg, and Kanpur-208001 from the reputed companies/Firms for deployment of Sniffer Dogs with Handlers at Bank's Main Office Premises. Only companies/firms having about three (3) years' experience in undertaking work of similar nature(similar nature in this context means supply/hiring of sniffer dogs) and are providing services to Government/semi Government or other major institutions are eligible. Initially, the contract is for one year as per laid down contractual obligations.

Regional Director, Reserve Bank of India, Kanpur reserves the right to accept or reject any or all tender bids without assigning any reason what so ever and his decision will be binding on all the parties.

Tenders shall be submitted in two parts, i.e., Technical bid and Financial bid which shall be submitted in separate sealed envelopes super scribed as **"Part I -Technical Bid" pertaining to Offer for providing Sniffer Dogs with Handlers** and **"Part II - Financial bid" pertaining to Offer for providing Sniffer Dogs with Handlers**. Both these sealed covers should be further sealed in another sealed envelope super scribed **" TENDER FOR PROVIDING SNIFFER DOGS WITH HANDLERS AT RESERVE BANK OF INDIA, KANPUR"** and addressed to The Regional Director, Reserve Bank of India, Protocol & Security Cell, Second Floor, Mahatma Gandhi Marg, Kanpur –208001. **The Tender forms complete in all respects shall be submitted latest by 2.00 P.M on May 20, 2015 in the Tender Box kept at the Reception Counter of the office at Ground floor.**

Tender document of service providers not producing proof in respect of the conditions mentioned in the Application Format-I of Letter accompanying Technical bid will be summarily rejected. The tenders will be in two-bid system.

Cover – 1 shall be super scribed as Part I -Technical Bid" pertaining to Offer for providing Sniffer Dogs with Handlers and shall contain the following:

- i. Application in Format I duly filled along with documents as mentioned there in.
- ii. Particulars of Company/ Firm. (Annex-i)
- iii. Details of banker/s (Annex-ii).
- iv. Client's Certificate-Performance of contractor(Annex-iii)
- v. Form of Banker certificate from a scheduled bank(Annex-iv)

Cover - 2 shall be **super scribed** as **Part I -Financial Bid**” pertaining to **Offer for providing Sniffer Dogs with Handlers** and should contain only the service provider’s quoted rates in the enclosed Format II (Price bid) on the letterhead of the tenderer. Cover - 2 will be opened only if Reserve Bank of India, Kanpur is satisfied with the technical bid (cover - 1), which will be opened first.

Cover - 1 and Cover - 2 may both be placed and submitted in another sealed cover super scribed **“Tender for Providing Sniffer Dogs with Handlers”** and addressed to, Regional Director, Reserve Bank of India, Protocol & Security Cell, Mahatma Gandhi Marg, Kanpur-208001. The last date of submission is **May 20, 2015 up to 2 P.M.**

Reserve Bank of India will not be responsible for any postal delays etc.

The part-1 of the tender will be opened on **May 20, 2015** and part-2 of the tender will be opened only for those bidders who qualify in part -1 at a subsequent date. The information of part-2 opening will be intimated telephonically and via email.

The successful service provider shall execute an agreement on a stamp paper of required value for due performance of the contract within a week. The article of agreement is made available with the tender document.

Before submitting the tender, please go through the enclosed terms and conditions on which the work will be awarded and shall be executed by the successful tenderer.

Date
Place

Signature
Contractor/authorized rep with seal

FORMAT I**Format of Technical Bid**

(To be given on tenderer's letter head)

Tender for providing Sniffer Dogs with handlers (Under Annual Maintenance Contract) at Main Office Premises, RBI, Kanpur.

In response to the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Kanpur, I/we state as under:

- (a) I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government from time to time/other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF/ESI/Bonus/Gratuity, etc., also need to be paid as prescribed under various statutes, by me/us.
- (b) The firm agrees to deposit Bank Guarantee equivalent to one month bill (excluding the service charges) after being issued work order/awarding of contract. The Bank Guarantee shall be in the favor of "The Regional Director, RBI, Kanpur" with the validity till term of the contract. Bank Guarantee shall be revised if there is any change in amount during the period of the contract.
- (c) I/We also understand that the Regional Director, Reserve Bank of India, Kanpur 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.
- (d) I / we have valid registration in respect of Employees Provident fund / Employees State Insurance / Service Tax etc., copies of the above are enclosed herewith.
- (e) I / we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

Authorised Signatory

(with Name & Seal)

Documents to be submitted along with the application:

1. Copy of Certificate of Incorporation (in case of companies registered under the Companies Act, 1956) / Registration Certificate (in case of partnership firms and proprietary concerns)
2. Copy of Memorandum and Articles of Association (in case of companies registered under the Companies Act, 1956) / Partnership Deed (in case of partnership firms)
3. Copy of Tax Returns filed for last 3 years.
4. Provident fund registration code.
5. ESI Registration code.
6. Labour License.
7. Registration number.
8. Two client reports from organizations to whom services are currently provided as per the format provided in the tender document.
9. Copy of audited Balance Sheet for last three years.

10. Experience Details

List of similar contracts entered into by the bidder during the last 3 years
(including orders on hand at present)

S. No.	Number of Dogs and breeds supplied	Cost of deployment Per year (in Rupees)	The name and full address of the organization to whom the services were provided

Date
Place

Signature
Contractor/authorized rep with seal

Particulars of Company/ Firm (To be given on tenderer's letter head)

Sr.	Particulars	
1.	Name of the Company/firm	
2.	Type of Company whether, Proprietorship, Partnership etc.,	
3.	Name and address of the Proprietor/ Partners/ Directors of the Company	
4.	Registration (firm, company etc.,) / Registration Authority, Date, Number etc.,	
5.	Registered office address and telephone number & email address	
6.	Provident Fund Registration Code	
7.	ESI Registration Code	
8.	Labour License	
9.	Office address through which the work will be handled	
10.	Experience in undertaking similar services to other organizations	
11.	Total value of the services provided to the other organisations for the year	2011-2012 2012-2013 Rs. 2013-2014 Rs.

12.	Whether deployed Dog Squad to any of the Govt., or Semi. Govt. undertakings. Indicate details (attach work orders)	
13.	Indicate if involved in any litigation	
14.	Any civil suits pending in any of the orders executed, give details	
15	Any other information	
16	Whether Dogs trained for sniffing explosives. Details thereof.	

Signature of the applicant with seal

Details of Banker/s**(To be given on tenderer's letter head)**

Details of Banker/s are:

	Banker
Name of the Branch and its complete postal Address	
Name and Job-title of the Contact Person along with his/her Telephone No(s) and Fax No. (s) etc.	
Type of Account and Account No. with IFSC code of the Branch	
Whether Credit Facility/Overdraft facility enjoyed by the service provider.	
The period from which the service provider has been banking with the Banker.	
Any other information which the service provider may like to furnish about its Bankers:	

Authorised Signatory
(With name & Seal)

Annex-III

CLIENT'S CERTIFICATE - PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of works executed

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified manpower for the execution of work	
11	(i) Quality of work (indicating grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	(ii) Amount of work paid on reduced rates, if any.	
12	Did the Contractor go for arbitration?	
	(i) If Yes, total amount of claim	
	(ii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	(i) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor
	(ii) Financial soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	(iii) Mobilization of adequate T&P	Outstanding/Very Good/Good/Satisfactory/Poor
	(iv) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	(v) General behavior	Outstanding/Very Good/Good/Satisfactory/Poor

Note: All columns should be filled in properly

Signature of the applicant with Seal

Annex - IV**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information M/s./Sri.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....) . This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

Note:

1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Price -Bid



**Reserve Bank of India
Kanpur**

Part-II

TENDER

For

**Providing Sniffer Dogs with handlers (Under Annual Maintenance Contract)
at Main Office premises, RBI, Kanpur**

Name of Tenderer: -----

Address: - -----

Land Line & Mobile Numbers:

Last Date of Submission: - 20/05/2015 UPTO 2.00 PM

Format II (Price bid)**(To be given on tenderer's letter head)****Tender for Deployment of Sniffer Dog with handlers at RBI Main Office premises.**

In response to the above and in full agreement with the terms and conditions as stipulated by you I/We state as under:

Service Provided	Quoted Amount per Month (in Rupees)
Deploying two sniffer Dogs together with two handlers at the Premises of the Bank	

Note:

Rates should be quoted inclusive of all expenses incurred towards deployment of dogs, handlers plus taxes, etc as applicable. (Central Minimum Wages must be ensured)

I have gone through the terms and conditions accompanying the tender document and agreeable to them.

Date

Place

Authorized Signatory

(With name & Seal)

Eligibility Conditions and General Terms and Conditions

The Reserve Bank of India intends to invite tenders from reputed Companies/ Firms for undertaking deployment of two (02) Sniffer Dogs, preferably **Labrador Retriever / German Shepherds with handlers** at Bank's Main Office premises situated at Mahatma Gandhi Marg, Kanpur-208001.

1. Intending applicants will have to satisfy the Bank with documentary evidence in support of their possessing required eligibility and in the event of their failure to do so the Bank reserves the right to reject their application.
2. The service providers should have complete information on the Dog Handlers engaged by them. Police Verification Certificate is a must for the Dog Handlers deployed in the premises of the Bank and the police verification reports shall be made available to RBI, Kanpur prior to their deployment.
3. The service providers shall be responsible for and make good any loss or damage, caused by any act or default, on their part or on the part of their employees/ agents to the Bank's property.
4. The service provider shall furnish certificate of registration / license from the competent Government authorities. They will ensure compliance with all laws relating to animal safety and prevention of cruelty to animals. RBI will not be liable for breach of any prevalent laws. Necessary documents, if any, are to be furnished.
5. Bills for services shall have to be submitted on a monthly basis latest by the 10th (tenth) day of the succeeding month and subject to the correctness of the bill, payment will be generally made within two weeks' time.
6. The arrangements with the service providers shall stand terminated in the case of insolvency of the service providers.
7. While deciding upon the selection of service providers, emphasis will be given on the ability and competence to good service.
8. The service provider shall ensure uninterrupted service taking into account the holidays followed by the Bank. In the event of poor/ deficient service the Bank reserves the right to terminate forthwith the arrangement with the service providers.
9. The application form shall be signed by a person on behalf of the organization who is duly authorized to do so.
10. Full and complete information may be provided and a separate sheet of paper duly signed, may be used if necessary.
11. Validity of the tender is for one year from the date of work order provided by the Bank.
12. Application containing false or inadequate information is liable for rejection.
13. The successful bidder has to deploy two Sniffer dogs with Handlers at the Bank's main gate and at any other places as desired by the office.

14. The dogs should be within the age of 6-8 years and should be subjected to physical fitness and **olfactory tests** by a veterinary doctor and a certificate should be submitted to the Bank in this respect.
15. If work is awarded, the contractor must submit Workmen Compensation Policy for his employees which must be valid till the period of the contract.
16. The dog should have undergone training initially for two (2) months and thereafter dog and handler should undergo refresher training every six months and a certificate regarding training should be furnished to the Bank within a week.
17. The sniffer dogs should be trained to detect all kinds of low and high explosives e.g. Ammonium/ Potassium Nitrate, RDX, Dinitrotoluence (DNT), TNT, Gunpowder, smokeless powder, cordex, PEK, Pentaerythritol Trinitrate (PETN), Triacetone Triper Oxide (TATP), Trinitrophenyl methylnitromine (TETRYL), Cycloxyrimethylene tetranitrominal (HMX).
18. The explosive detection dog should undergo recertification every three months and a certificate regarding recertification should be submitted to the Bank within a week.
19. The explosive dog should be put through simulated exercises on a regular basis of detecting explosive substance concealed in human being, hidden inside vehicle etc with the help of training aids and should be put on records.
20. Dogs will also be subjected to capability test at local level (Kanpur) by the office before being actually deployed and contract will be awarded only after their satisfactory performance.
21. Each dog is required to conduct at least one practice search every month. The contractor has to provide necessary training kits for the same e.g. olfactory test kit, explosive detection test kit etc.
22. The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in case of urgency. The Bank shall, if felt necessary utilize the dogs for sanitation of any of the Bank's premises.
23. The Bank shall not be responsible for any injury or accident that may take place during the duty hours and will not be liable for paying compensation for injury to dogs/handlers.
24. The grooming of the dogs and maintenance/ cleaning of kennel and cleaning the litter, if any, in the Bank's premises on a daily basis shall be the responsibility of the service provider

25. This contract will be initially valid for a period of one year from the date of agreement and will be considered for further extension subject to satisfactory services.
26. The handlers deployed by the service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the service provider and in no case, shall a relationship of the employer and employee between the said persons and the RBI, Kanpur shall accrue/arise implicitly or explicitly. It will be the responsibility of the Service provider to ensure that no liability on this count should devolve on RBI, Kanpur in respect of workers deployed by him. The service provider shall be responsible for the compliance of law relating to the employment etc and other law as applicable from him to his employees. It shall be the responsibility of the service provider to provide food, water & shelter to the dogs and meals/ Tiffin/ tea/ coffee to the dog handlers.
27. If the dog or the handler is unable to attend duty due to sickness/ ill health, the service provider shall provide suitable substitute having the same capability and competence. If the service provider fails to make services of a sniffer dog with handler available, proportionate amount of hiring charges plus a penalty of Rs. 100/- per hour shall be deducted from the hiring charges payable to the service provider.
28. The Sniffer Dogs will be deployed for eight hours daily in such a manner that each dog performs duty for eight hour per day. One dog will be deployed in each shift of 1-2 hour, at the main office premises of RBI Kanpur. At any given point of time one dog shall be on duty and the other dog should be made available in the office/dog kennel.
29. Medical emergency support for the dogs/ handlers will be provided by the service provider.
30. The service provider shall take all precaution that the sniffer dogs does not bite or cause any injury to any employee of the Bank or any visitor to the Bank. In case the dog bites or cause any injury to any employee or any visitor, the service provider will be responsible for payment of damages or compensation that may be payable to the victim and the Bank shall absolved of all responsibilities and liabilities in this matter.
31. That in case any of the persons so deployed by the Service provider does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the service provider shall immediately withdraw and take suitable action against such persons on the report of the RBI, Kanpur in this respect. Further, the service provider shall immediately replace the particular person so deployed on the demand of the RBI, Kanpur in case of the aforesaid acts on the part of the said person.

32. The service provider shall submit medical certificates for the dogs as well as handlers before they are pressed into service stating that they do not suffer any illness which will hamper their efficient functioning and the dogs are immunized.
33. The dogs deployed should undergo periodical test and checks at their own cost and necessary test certificate as well as dog health certificate should be submitted to Bank.
34. The service provider shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him in the premises of the RBI, Kanpur. For the purpose of proper identification of the employees of the service provider deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of the duty.
35. The service provider will provide a mobile set to the dog handler with adequate balance.
36. The service provider shall be liable for the payment of wages and all other dues which they are entitled to receive under the provisions of Minimum Wages Act and other relevant statutory enactments.
37. The service provider shall comply with or cause to be complied with the Notifications issued by Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns to the authorities concerned. The service provider should pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in our premises.
38. The service provider shall make the payment of wages etc., to the persons so deployed in the presence of representative of RBI, Kanpur and shall on demand furnish copies of wage register/ muster roll etc., to the RBI, Kanpur for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Service provider to ensure that he is fulfilling his commitments towards his employees so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Service provider must comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 at his own cost and the rules made there under the Govt. from time to time.
39. The Service provider shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act 1965; The Minimum Wages Act 1948, Employees Liability Act 1938; Employment of Children Act 1938; Maternity Benefit Act/and /or any other rules/regulations and/or statutes that may be applicable to them. The service provider shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Kanpur indemnified from all acts of omission, fault,

breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Service provider's failure to fulfill any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Kanpur shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the service provider's Bank Guarantee.

40. In the event of the service provider committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Kanpur a sum as may be claimed by RBI, Kanpur.
41. The service provider shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Kanpur.
42. The service provider shall remove all Dogs with Handlers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Kanpur and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Kanpur either explicitly or implicitly.
43. The service provider shall deposit **Bank Guarantee equivalent to one month's charges** (excluding service charges and service taxes) as Security Deposit and shall be subject to changes if there shall be any revision of charges during the period of contract.
44. The Bank Guarantee deposited by the service provider shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Service provider and /or loss/damage if any sustained by the RBI, Kanpur on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Service provider.
45. The service provider shall keep the RBI, Kanpur indemnified against all claims whatsoever in respect of the employees deployed by the service provider. In case any employee of the service provider so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the service provider to contest the same. In case RBI, Kanpur is made party and is supposed to contest the case, the RBI, Kanpur will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the service provider to RBI, Kanpur on demand. Further the service provider shall ensure that no financial or any other liability comes on RBI, Kanpur in this respect of any nature whatsoever and shall keep RBI, Kanpur indemnified in this respect.
46. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Kanpur or his nominee.

47. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Regional Director, RBI, Kanpur shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
48. Subject to the provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
49. The service provider shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.
50. During the period of agreement the contract may be terminated by the Regional Director, RBI, Kanpur by giving one months' notice or on payment of one month's charges lieu thereof. Also the contract may be extended with mutual consent of both the parties beyond the initial period of one year.
51. Local representative of the service provider must be available in Kanpur at all times.
52. The RBI, Kanpur will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the service provider.
53. In case of any ambiguity in the understanding of Tender Document the English version of the Tender Document will prevail.

Date
Place

Signature
Contractor/authorized rep with seal

Article of Agreement

We are pleased to award you the contract of providing two sniffer dogs with handlers from _____ to _____.

- 1- ARTICLE OF AGREEMENT: Made this _____day of the year 2015 between the Reserve Bank of India acting through the Regional Director, Reserve Bank of India, Kanpur office herein after called the Bank on one part and M/S ABC organization(name of the service provider)., herein called the "Service provider"
- 2- WHERE AS the Service provider has agreed with the Bank for the services of Sniffer Dogs 02 (Two) Nos. with handlers at Kanpur office of Reserve Bank of India as set forth in the schedule annexed upon and conditions of the contract.
- 3- In considerations of the payments to be made by the Bank ,the Service provider shall duly perform the said works in the said schedule said forth and shall execute the same with great promptness ,care and accuracy in a workman like manner to the satisfaction of the Bank and will complete the same in accordance with the said conditions of the contract drawn herein and fulfill and keep all the Terms & Conditions herein mentioned (which shall be deemed to be taken as part of this contract as if the same had been fully set forth herein) and the Bank hereby agree that if contractor shall duly perform the said works in the manner of aforesaid and observe and keep the same terms & conditions the Bank will pay or cause to be paid to the contractor for the services said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule here to annexed.

The terms & conditions of the contract are enclosed herewith-

Signed and Delivered

For and on behalf of :-
M/s (name of the service provider)
Signature:

Name :
Designation:

Witness Signature:
Name:
Address:_____

For and on behalf
of:-Reserve Bank of
India, Kanpur:
Signature:

Name:
Designation:

Witness Sign:
Name:
Address:_____

1. The service providers should have complete information on the Dog Handlers engaged by them. Police Verification Certificate is a must for the Dog Handlers deployed in the premises of the Bank and the police verification reports shall be made available to RBI, Kanpur prior to their deployment.
2. The service providers shall be responsible for and make good any loss or damage, caused by any act or default, on their part or on the part of their employees/ agents to the Bank's property.
3. The service provider shall furnish certificate of registration / license from the competent Government authorities. They will ensure compliance with all laws relating to animal safety and prevention of cruelty to animals. RBI will not be liable for breach of any prevalent laws.
4. Bills for services shall have to be submitted on a monthly basis latest by the 10th (tenth) day of the succeeding month and subject to the correctness of the bill, payment will be generally made within two weeks' time.
5. The arrangements with the service providers shall stand terminated in the case of insolvency of the service providers or them entering into any arrangement / compensation with their creditors.
6. The service provider shall ensure uninterrupted service taking into account the holidays followed by the Bank. In the event of poor/ deficient service the Bank reserves the right to terminate forthwith the arrangement with the service providers.
7. The dogs should be within the age of 6-8 years and should be subjected to physical fitness and **olfactory tests** by a veterinary doctor and a certificate should be submitted to the Bank in this respect.
8. The sniffer dogs should be trained to detect all kinds of low and high explosives e.g. Ammonium/ Potassium Nitrate, RDX, Dinitrotoluence (DNT), TNT, Gunpowder, smokeless powder, codex, PEK, Pentaerythritol Trinitrate (PETN), Triacetone Triper Oxide (TATP), Trinitrophenyl methylnitromine (TETRYL), Cycloirimethylene tetranitrominal (HMX).
9. The dog should have undergone training initially for two (2) months and thereafter dog and handler should undergo refresher training every six months and a certificate regarding training should be furnished to the bank within a week.
10. Each dog is required to conduct at least one practice search every month. The contractor has to provide necessary training kits for the same e.g. olfactory test kit, explosive detection test kit etc.
11. The dog should be put through simulated exercises on a regular basis of detecting explosive substance concealed in human being, hidden inside vehicle etc with the help of training aids.

12. Dogs will also be subjected to capability test at local level (Kanpur) by the office before being actually deployed and must have satisfactory performance.
13. Each dog should undergo recertification every three months and a certificate regarding training should be furnished to the Bank within a week.
14. The Bank shall, if felt necessary utilize the dogs for sanitization of any of the Bank's premises. The Bank shall make every effort to make arrangement for taking dogs to the other premises. In case the Bank is not able to make transport arrangement, the Service provider shall utilize any suitable mode of transport and Bank will make reimbursement of the transportation charges. The dog handlers shall be provided detailed duty list by the Bank.
15. It shall be the responsibility of Service provider to provide food and water to the dogs and meals/Tiffin/coffee to the dog handlers.
16. The contactor must submit Workmen Compensation Policy for his employees which must be valid till the period of the contract.
17. The grooming of the dogs and maintenance/cleaning of kennel and cleaning of the litter, if any in the Bank premises on daily basis will be the responsibility of the Service provider/Service provider. The dogs must be taken out of Banks premises for their daily course at regular interval.
18. The Service provider shall ensure and take all precaution that the Sniffer dog does not bite or cause any injury to any employee of the Bank or any visitor to the Bank. In case the dog bites or cause any injuries to any employee of the Bank or any visitor, the Service provider will be responsible for the payment of the damages and/or compensation that may be payable to the victim and the Bank shall be absolved of all responsibilities and liabilities in this manner.
19. The Service provider shall make available the services of well trained handlers along with sniffer dogs. The handlers should be physically fit (preferable below 40 yrs) highly disciplined and decent mannered and their antecedents should have been verified by the police authorities. The Service provider/Service provider shall submit documentary proof of the same to the Bank. The handlers shall be in proper dress/uniform with shoes. They should also wear visitor pass issued by the Bank on person and also display the ID of the Service provider.
20. The Service provider/Service provider shall submit medical certificate for the dogs as well as handlers before they are pressed into the service stating that they do not suffer from any illness which will hamper their efficient functioning and the dogs are immunized as per norms/schedule.

21. If the dog or the handlers is unable to attend the duty due to sickness/ill health/leave, the Service provider shall provide suitable substitute having the same capability and competence. If the Service provider fails to make services of Sniffer dog with the handlers available, proportionate amount of hiring charges plus penalty of Rs. 100/- per hours shall be deducted from the hiring charges payable to the Service provider.
22. The Service provider shall ensure that the dog handlers will concentrate on their job and not to mingle around with anybody else.
23. A register for daily attendance shall be maintained by the Service provider and the duty hours will be recorded therein. Bank will have the right to check the register any time.
24. The Bank assures the Service provider/ Service provider for all cooperation to Dog handler in the premises and shall direct its staff not to cause undue provocation to the dogs so deployed for the purpose. The Bank shall not be responsible for any injury or accident that may take place during the duty hours and will not be liable for paying compensation for injury to dogs/handlers.
25. The stamp duty for execution of this agreement by the parties hereto shall be borne by the Service provider.
26. The Contract shall be initially for one year from the date of contract. Bank has the sole right to extend/renew the contract for the further period.
27. If the services are not required by the Bank or due to unsatisfactory performance of the Service provider shall be served with the notice of one month and the Sniffer dogs will be withdrawn from the Bank. No compensation shall be paid to the Service provider/ Service provider under circumstances.
28. Payment will be made on monthly basis subject to submission of invoices by the Service provider/ Service provider. As per the instruction of the central vigilance commission, payment of the hiring charges shall be made through ECS/NEFT. Necessary mandate with the bank name, branch name, code number of the branch etc. shall be submitted by the Service provider/Service provider to the Bank to facilitate payment .The Service provider/ Service provider must ensure that the payment to the dog handlers in line with the Central / State minimum wages provisions. Bank may ask for details of payment at any stage of the contract. Monthly bills to be raised on Bank only after making payment to dog handlers.
29. The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in case of urgency. The Bank shall, if felt necessary utilise the dogs for sanitation of any of the Bank's premises.

30. The handlers deployed by the service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the service provider and in no case, shall a relationship of the employer and employee between the said persons and the RBI, Kanpur shall accrue/arise implicitly or explicitly. It will be the responsibility of the Service provider to ensure that no liability on this count should devolve on RBI, Kanpur in respect of workers deployed by him.
31. That in case any of the persons so deployed by the Service provider does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the service provider shall immediately withdraw and take suitable action against such persons on the report of the RBI, Kanpur in this respect. Further, the service provider shall immediately replace the particular person so deployed on the demand of the RBI, Kanpur in case of the aforesaid acts on the part of the said person.
32. The dogs deployed should undergo periodical test and checks at their own cost and necessary test certificate as well as dog health certificate should be submitted to Bank.
33. The service provider shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him in the premises of the RBI, Kanpur. For the purpose of proper identification of the employees of the service provider deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of the duty.
34. The service provider will provide a mobile set to the dog handler with adequate balance.
35. The service provider shall be liable for the payment of wages and all other dues which they are entitled to receive under the provisions of Minimum Wages Act and other relevant statutory enactments.
36. That the service provider shall comply with or cause to be complied with the Notifications issued by Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unathorizedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns to the authorities concerned. The service provider should pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in our premises.
37. That the service provider shall make the payment of wages etc., to the persons so deployed in the presence of representative of RBI, Kanpur and shall on demand furnish copies of wage register/ muster roll etc., to the RBI, Kanpur for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Service provider to ensure that he is fulfilling his commitments towards his employees so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Service provider must comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 at his own cost and the rules made there under the Govt. from time to time.

38. The Service provider shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act 1965; The Minimum Wages Act 1948, Employees Liability Act 1938; Employment of Children Act 1938; Maternity Benefit Act/and /or any other rules/regulations and/or statutes that may be applicable to them. The service provider shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Kanpur indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Service provider's failure to fulfill any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Kanpur shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the service providers monthly payment and Security Money Deposit.
39. In the event of the service provider committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Kanpur a sum as may be claimed by RBI, Kanpur.
40. The service provider shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Kanpur.
41. The service provider shall remove all Dogs with Handlers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Kanpur and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Kanpur either explicitly or implicitly.
42. The service provider shall **deposit Bank Guarantee equivalent to one month's charges** (excluding service charges and service taxes) as **Security Deposit** and shall be subject to changes if there shall be any revision of charges during the period of contract. No interest shall be paid on this amount.
43. The Security Money Deposit deposited by the service provider shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Service provider and /or loss/damage if any sustained by the RBI, Kanpur on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Service provider.
44. That the service provider shall keep the RBI, Kanpur indemnified against all claims whatsoever in respect of the employees deployed by the service provider. In case any employee of the service provider so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the service provider to contest the same. In case RBI, Kanpur is made party and is supposed to contest the case, the RBI,

Kanpur will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the service provider to RBI, Kanpur on demand. Further the service provider shall ensure that no financial or any other liability comes on RBI, Kanpur in this respect of any nature whatsoever and shall keep RBI, Kanpur indemnified in this respect.

45. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Kanpur or his nominee.
46. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Regional Director, RBI, Kanpur shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
47. The arbitrator may give interim awards and / or directions, as may be required.
48. Subject to the provisions of the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
49. The service provider shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.
50. The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure / systems / equipments etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 on the part of the Contractor and the Bank will be entitled to claim damages and pursue legal remedies.
51. The Contractor / Agency shall comply with the provisions of "**the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013**". In case of any complaint of sexual harassment against 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.
52. 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.

- 53. 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.
- 54. During the period of agreement the contract may be terminated by the Regional Director, RBI, Kanpur by giving one months' notice or on payment of one month's charges lieu thereof. Also the contract may be extended with mutual consent of both the parties beyond the initial period of one year.
- 55. Local representative of the service provider must be available in Kanpur at all times.
- 56. The RBI, Kanpur will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the service provider.

Date
Place

Signature
Contractor/authorized rep with seal