

भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA
अहमदाबाद / AHMEDABAD

भारतीय रिज़र्व बैंक/अहमदाबाद/ HRMD/39/20-21/ET/452
RBI/Ahmedabad/HRMD/39/20-21/ET/452

निविदा हेतु /TENDER FOR

अहमदाबाद स्थित, भारतीय रिज़र्व बैंक के मुख्य कार्यालय परिसर हेतु हैंडलर सहित स्निफर डॉग उपलब्ध कराने हेतु वार्षिक सेवा अनुबंध ।

Annual Service Contract for Providing Sniffer Dogs with Handlers Services at Office Premises of Reserve Bank of India located at Ahmedabad

दावात्याग /DISCLAIMER

भारतीय रिज़र्व बैंक, शिष्टाचार एवं सुरक्षा कक्ष, मानव संसाधन प्रबंध विभाग, अहमदाबाद ने इच्छुक पक्षों को संविदा संबंधी पृष्ठभूमि सूचना देने के लिए इस दस्तावेज को तैयार किया है। भारतीय रिज़र्व बैंक द्वारा इस दस्तावेज के अंतर्गत अपेक्षित सावधानी के साथ सूचनाएं दी गई हैं तथा यह समझा जाता है कि सूचनाएं सही हैं; फिर भी, न तो भारतीय रिज़र्व बैंक और न ही उसका कोई प्राधिकारी या एजेंसी, न तो उससे संबंधित कोई अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज में निहित सूचनाओं या इससे संबंधित प्रस्तुत की जाने वाली किसी सूचना की संपूर्णता या सटीकता के बारे में प्रत्यक्ष अथवा अप्रत्यक्ष रूप से किसी प्रकार की वारंटी देता और न ही उसका प्रतिनिधित्व करता है।

Reserve Bank of India, P& S Cell, HRM Department, Ahmedabad, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express 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.

यह सूचना व्यापक नहीं है। इच्छुक पक्षों से खुद ही पूछताछ करना अपेक्षित है तथा प्रतिवादी से अपेक्षित है कि वह उसे लिखित रूप में पुष्टि करेगा कि उन्होंने ऐसा किया है और वे निविदा प्रस्तुत करते समय केवल भारतीय रिज़र्व बैंक द्वारा निविदा में प्रदत्त सूचना पर आश्रित नहीं हैं। सूचना इस आधार पर प्रदान की गई है कि वह भारतीय रिज़र्व बैंक या उसके किसी प्राधिकारी या एजेंसी या उनके किसी संबंधित कार्यालय, कर्मचारी, एजेंट या सलाहकार पर बाध्यकारी नहीं होगी।

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 RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisor.

भारतीय रिज़र्व बैंक के पास परियोजना की प्रक्रिया प्रारंभ करने या परियोजना का स्वरूप बदलने इस , दस्तावेज में प्रदर्शित समय सारणी में परिवर्तन करने या लागू की जाने वाली प्रक्रिया या क्रियाविधि में परिवर्तन करने का अधिकार सुरक्षित होगा। उसे इच्छा प्रकट करने वाले किसी पक्ष से इस मामले में आगे किसी प्रकार की चर्चा न करने का भी अधिकार होगा। इच्छा प्रकट करने वाले व्यक्तियों या संस्थाओं को किसी प्रकार के खर्च की प्रतिपूर्ति नहीं की जाएगी।

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, 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 paid to persons or entities expressing interest.

शिक्षाचार एवं सुरक्षा कक्ष, भारतीय रिज़र्व बैंक, अहमदाबाद स्थित मुख्य कार्यालय परिसर
हेतु हैंडलर सहित स्निफर डॉग उपलब्ध कराने हेतु ई-निविदा

**Reserve Bank of India, Ahmedabad, Protocol and Security Cell E-Tender for
deployment of Sniffer Dogs with Handlers at Bank's Main Office**

सूची / Index

क्रम. सं. Sl. No.	विवरण / Description	पृष्ठ संख्या Page No.
1.	निविदा की अनुसूची / Schedule of Tender	4
2.	निविदा का प्रपत्र / Form of Tender	10
3.	महत्वपूर्ण जानकारी / Important Information	13
4.	ई-अधिप्राप्ति हेतु महत्वपूर्ण निर्देश-खरीद / Important Instructions for E – Procurement	15
5.	बोलीकर्ताओं के लिए सामान्य निर्देश तथा सामान्य नियम एवं शर्तें / General Instructions to Bidders and General Terms & Conditions	19
6.	भाग -I (तकनीकी बोली) / Part 1 (Technical Bid)	25
7.	सामान्य नियम और शर्तें / General Terms and Conditions	26
8.	प्रारूप -I /Format I	41
9.	आवेदन के साथ ऑनलाइन जमा किए जाने वाले दस्तावेज / Documents to be submitted online along with the application	42
10.	अनुलग्नक I / Annex I	43
11.	अनुलग्नक II /Annex II	45
12.	अनुलग्नक III /Annex III	46
13.	अनुलग्नक IV /Annex IV	47
14.	अनुलग्नक V /Annex V	48
15.	भाग -II (मूल्य बोली) Part II (Price Bid)	51
16.	प्रारूप -II Format II	52



भारतीय रिजर्व बैंक, अहमदाबाद / Reserve Bank of India, Ahmedabad
मानव संसाधन प्रबंध विभाग / Human Resources Management Department

ई-निविदा सूचना / NOTICE INVITING e-TENDER
(केवल ई-अधिप्राप्ति के माध्यम से / Only through e-procurement)

निविदा की अनुसूची / SCHEDULE OF TENDER

सेवा में / To,

महोदय / महोदया / Dear Sir / Madam,

भारतीय रिजर्व बैंक, अहमदाबाद स्थित मुख्य कार्यालय परिसर हेतु हैंडलर सहित स्निफर डॉग उपलब्ध कराने हेतु ई-निविदा।

E-Tender for providing Sniffer Dogs with Handlers Services for RBI Office Premises located in **Ahmedabad**

भारतीय रिजर्व बैंक, अहमदाबाद स्थित मुख्य कार्यालय परिसर हेतु हैंडलर सहित स्निफर डॉग उपलब्ध कराने हेतु ई-निविदाएँ आमंत्रित करता है। ई-निविदा एमएसटीसी की वेबसाइट: <https://www.mstcecommerce.com/eprochome/rbi> के माध्यम से की जाएगी। सभी योग्य एवं इच्छुक कंपनियाँ/ एजेंसी/ फ़र्मों को इस ई-निविदा में भाग लेने हेतु एमएसटीसी लिमिटेड की वेबसाइट पर अपना पंजीकरण करना अनिवार्य है। ई-निविदा की अनुसूची निम्नलिखित है:

Reserve Bank of India, Ahmedabad invites e-tender for “**providing Sniffer Dogs with Handlers Services for RBI Office Premises located in Ahmedabad**” The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All eligible and interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

ई-निविदा संख्या / E-Tender No.	RBI/Ahmedabad/HRMD/39/20-21/ET/452
a) अनुमानित लागत / Estimated cost	रु.12,00,000/- (केवल बारह लाख रुपये) रु. 12,00,000/- (Rupees Twelve lakhs only)
b) ई-निविदा की प्रणाली/ Mode of e-tender	ई-अधिप्राप्ति प्रणालि (ऑनलाइन भाग I – तकनीकी बोली और भाग II – मूल्य बोली www.mstcecommerce.com/eprochome/rbi के माध्यम से e-Procurement System (Online Part I - Technical Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi
c) ई-निविदा का प्रकार/ Type of e-tender	खुली (दो-बोली प्रणाली) / Open (Twin Bid System)
d) ई-निविदा सूचना के वैबसाइट पर उपलब्ध होने की तारीख / Date of NIT available to parties to download	21 जनवरी, 2021 पूर्वाह्न 11:00 बजे / Jan 21, 2021 at 11:00 AM
e) बोली-पूर्व बैठक की तिथि, समय और स्थान / Pre-bid meeting	ऑफलाइन - फरवरी 03, 2021 दोपहर 03:30 से Offline. Feb 03, 2021 at 03:30 PM स्थान: शिष्टाचार एवं सुरक्षा कक्ष, चतुर्थ तल, भारतीय रिजर्व बैंक, गांधी ब्रिज के पास, अहमदाबाद- 380014 (गुजरात) Venue: PROTOCOL & SECURITY CELL, 4 th Floor, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad- 380014 (Gujarat)
f) (i) बयाना राशि जमा करने का विवरण एएमएसटीसी वैबसाइट पर डालें एवं लेन-देन विवरण (डीडी / बैंक गारंटी की यूटीआर संख्या या स्कैन की गई प्रतियां (पीडीएफ में) भी अंतरंग / अग्रेषित करें। ईमेल पता : securityahmedabad@rbi.org.in एवं gpvasava@rbi.org.in (ii) ई-निविदा शुल्क (i) Earnest Money Deposit (EMD) through NEFT / DD / Bank Guarantee and upload the details on the MSTC portal. Also intimate/ forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to	रु.24,000/- (चौबीस हजार केवल) एनईएफटी / नेट बैंकिंग के माध्यम से भुगतान किया गया: लाभार्थी का नाम- भारतीय रिजर्व बैंक लाभार्थी खाता संख्या – 186003001 IFSC - RBIS0AHPA01 (5वां और 10वां अंक शून्य है) या "भारतीय रिजर्व बैंक, अहमदाबाद" के पक्ष में डीडी, नेफ्ट या निर्दिष्ट प्रारूप में बैंक गारंटी (अनुबंध- V देखें) रु.24,000/- (Twenty-Four Thousand Only) paid through NEFT/ Net banking to Beneficiary Name- Reserve Bank of India

securityahmedabad@rbi.org.in and/ or gpvasava@rbi.org.in	Beneficiary A/c No - 186003001 IFSC - RBIS0AHPA01 (5th and 10th digit is Zero) OR DD in favor of "Reserve Bank of India, Ahmedabad" OR Bank Guarantee in specified format (see Annexure- V).
(ii) E-Tender Fees	शून्य / NIL
g) ईएमडी जमा करने की अंतिम तिथि । (डीडी / बैंक गारंटी की हार्डकॉपी (मूलरूप में) टेंडर जमा करने की अंतिम तिथि से पहले (हस्तदाती/ पोस्ट / कूरियर द्वारा) प्रस्तुत की जानी चाहिए (यदि लागू हो तो) Last date of submission of EMD. (Hard copy of DD / Bank Guarantee (in original) must be submitted (by hand / post / courier) before or on the last date of submission of tender, if applicable)	24 फरवरी, 2021 को अपराह्न 02:00 बजे तक Feb 24, 2021 up to 02:00 PM
h) ऑन-लाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-टेंडर की शुरुआत की तारीख http://mstcecommerce.com/eprochome/rbi पर Date of Starting of e-tender for submission of on-line Technical Bid and price Bid at http://mstcecommerce.com/eprochome/rbi	फरवरी 03, 2021 को सुबह 10:00 बजे Feb 03, 2021 at 10:00 AM
i) तकनीकी बोली और मूल्य बोली जमा करने के लिए ऑनलाइन नई-निविदा बंद करने की तिथि। Date of closing of online e-tender for submission of Technical Bid & Price Bid.	24 फरवरी, 2021 को अपराह्न 02:00 बजे तक Feb 24, 2021 up to 02:00 PM
j) भाग- I (अर्थात तकनीकी बोली) के खुलने की तिथि और समय। भाग-II यानी मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी Date & time of opening of Part-I (i.e. Technical Bid). Date of opening of Part II i.e. price bid shall be informed separately	25 फरवरी, 2021 को अपराह्न 04:00 बजे Feb 25, 2021 at 04:00 PM

k) ई-निविदा की वैधता / Validity of the e-tender	टेक्नो-कमर्शियल बिड खोलने की तारीख से 90 दिन / 90 days from the date of opening of Techno-Commercial bid
l) लेनदेन शुल्क (गैर-वापसी योग्य) (MSTC ई-टेंडर में भाग लेने के लिए एएमएसटीसी (MSTC) ई-भुगतान गेटवे को निविदाकारों द्वारा अलग से भुगतान किया जाएगा) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	रू.1,180 / - (जीसटी@ 18% सहित) रू.1,180/- (Including GST @18%)

2. इच्छुक निविदाकर्ता रू.24,000/- (चौबीस हजार मात्र) एनईएफटी / डीडी / बैंक गारंटी के माध्यम बयाना राशि के रूप में भारतीय रिज़र्व बैंक, अहमदाबाद को भुगतान करेंगे।

Intending tenderers shall pay a sum of **रू.24,000/- (Twenty four Thousand Only)** as earnest money through **NEFT / DD / Bank Guarantee** to Reserve Bank of India, Ahmedabad.

3. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में उनकी विफलता की स्थिति में, बैंक को उनकी बोलियों को अस्वीकार करने का अधिकार है। ईएमडी के बिना ई-निविदा किसी भी परिस्थिति में स्वीकार नहीं की जाएगी।

Applicants 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 bids. E-tenders without EMD will not be accepted under any circumstances.

4. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा में पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार रखता है।

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.

5. भविष्य में जारी किए गए किसी भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल RBI वेबसाइट और MSTC पोर्टल पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और अखबार में प्रकाशित नहीं किया जाएगा।

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

क्षेत्रीय निदेशक / Regional Director
भारतीय रिजर्व बैंक / Reserve Bank of India
अहमदाबाद / Ahmedabad



PART I

**RESERVE BANK OF INDIA
PROTOCOL & SECURITY CELL
AHMEDABAD**

(Terms and conditions and Technical Specifications)

**E-Tender For
Providing Sniffer Dogs with Handlers Services for RBI Office Premises located
in Ahmedabad**

(Tender/Event No.RBI/Ahmedabad/HRMD/39/20-21/ET/452)

Issued to: _____

Last date for Submission: Feb 24, 2021 upto 02:00 PM

Date of Opening: Feb 25, 2021 at 04:00 PM

Form of E-Tender

To,

Regional Director
Reserve Bank of India,
Protocol & Security Cell,
Ahmedabad

Dear Sir,

Having examined the terms, conditions and instructions contained in the bid document and as specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the e-tender, we hereby offer to provide Sniffer dogs with handlers services by deploying requisite number of sniffer dogs with handlers as and when required by the Bank specified in the said memorandum, at the rates mentioned in the attached schedule of quantities. I/We agree to abide and comply with the 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, the Payment of Gratuity Act, 1972, the Equal Remuneration Act, 1976 , the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and/or any other rules/regulations and/or statutes that may be applicable from time to time as well as the provisions of Bonus, Gratuity, Leave, Relieving Charges, thereof and any other charges applicable from time to time. I/ We will pay the wages to the dogs and the personnel deployed as per Minimum Wages Act as amended by the Government from time to time. I/We shall be fully responsible for any violation of the aforesaid statutory provisions. I/WE also undertake to indemnify and keep indemnified RBI and its employees against all losses and claims, damages or compensation for breach of any provisions of aforementioned Acts. I/We do hereby undertake that complete sniffer dogs with handlers' services of the Bank shall be ensured by our Agency, as well as any other assignment considered by the Bank. We/I agree to abide with all the conditions of e-tender, the general terms and conditions, Special Conditions etc.

MEMORANDUM

E-Tender No.	RBI/Ahmedabad/HRMD/39/20-21/ET/452
Estimated cost	₹12,00,000/- (Rupees Twelve lakhs only)
Mode of e-tender	e-Procurement System (Online Part I - Technical Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Date of NIT available to parties to download	Jan 21, 2021 at 11:00 AM
Pre-bid meeting	Offline. Feb 03, 2021 at 03:30 PM Venue: PROTOCOL & SECURITY CELL, 4 th Floor, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad- 380014 (Gujarat)
EMD through NEFT / DD / Bank Guarantee (upload the details on the MSTC portal). Also intimate / forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to securityahmedabad@rbi.org.in and/ or gpvasava@rbi.org.in	₹.24,000/- (Twenty Four Thousand only) paid through NEFT/ Net banking to A/c No.186003001, IFSC RBIS0AHPA01 OR DD in favor of “Reserve Bank of India, Ahmedabad” OR Bank Guarantee in specified format (see Annexure- V).
(ii) E-Tender Fees	NIL
Last date of submission of EMD. (Hard copy of DD / Bank Guarantee (in original) must be submitted (by hand / post / courier) before or on the last date of submission, if applicable)	Feb 24, 2021 at 02:00 PM
Date of Starting of e-tender for submission of on-line Technical Bid and price Bid at http://mstcecommerce.com/eprochome/rbi	Jan 21, 2021 at 12:00 PM
Date of closing of online e-tender for submission of Technical Bid & Price Bid.	Feb 24, 2021 at 02:00 PM
Date & time of opening of Part-I (i.e. Technical Bid) Date of opening of Part II i.e. price bid shall be informed separately	Feb 25, 2021 at 04.00 PM
Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	₹1,180/- (Including GST @18%)

2. Should this e-tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as

they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. **I/We have deposited a sum of ₹.24,000/- (Rupees Twenty four Thousand only) as Earnest Money** with the Reserve Bank of India, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

4. I/We also understand that the Regional Director, Reserve Bank of India, Ahmedabad 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.

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorized to sign

OR

Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Name & Signature of Tenderer/Contractor

Signatures and addresses of witnesses

	Signature	Name and Address
(i)		
(ii)		

Important Information

a.	Estimated cost of the work	₹.12,00,000/- (Twelve lakhs only) (Including GST @18%)
b.	EMD@2% through NEFT / DD upload the details on the MSTC portal. Also intimate / forward the transaction details (UTR number OR scanned copies (in PDF) of DD to gpvasava@rbi.org.in and or securityahmedabad@rbi.org.in	₹.24,000/- (Twenty four Thousand only) paid through through NEFT/ Net banking to A/c No.186003001, IFSC RBIS0AHPA01 OR DD in favor of “Reserve Bank of India, Ahmedabad”
c.	Performance Bank Guarantee	5% of the contract value (valid for the entire period of currency of contract.
d.	E-Tender documents can be downloaded from	www.mstcecommerce.com/eprochome/rbi
e.	Date and place of pre-bid meeting	Offline. Feb 03, 2021 at 03:30 PM Venue: PROTOCOL & SECURITY CELL, 4 th Floor, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad-380014
f.	Last date and place of submission of completed Bid	Feb 24, 2021 at 02:00 PM
g.	Date & time of opening of Part I (Technical Bids)	Feb 25, 2021 at 04:00 PM
h.	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all tenderers after scrutiny of Technical bids.
i.	Commencement Date	As specified in the work order.
j.	Validity of the e-tender	90 days from the date of opening of Technical bid
k.	All disputes arising shall be subject to the jurisdiction	Ahmedabad
l.	Contact person for communication in connection with this e-tender.	Shri Gaurang P Vasava, Assistant, Mobile No.- 7096966124 Email- gpvasava@rbi.org.in Major Lalit Kant Baghel Mobile No. – 8004927585 E-mail – lkbaghel@rbi.org.in
m.	Liquidated Damages	As per Tender conditions.
n.	Eligibility criteria:	a. The bidder should be registered under Indian Registration Act 1908/ Indian Partnership Act 1932/Companies Act 1956 providing similar kind of services during the last Three years as on March 31, 2021 (i.e. Sniffer dogs with handlers services) to offices/establishments of Central Government/ State Government Departments/Banks/Public or Private Sector Companies/ Undertaking/ Autonomous Bodies etc.

	<ul style="list-style-type: none"> b. The bidder should have well established set up/mechanism for training their Dogs on olfactory skills as well as of Handlers. c. The bidder must have an average annual turnover of Rupees Thirty Lakhs (₹30 Lakhs) during the last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020 duly certified by the Chartered Accountant. d. The bidder should have Permanent Account Number (PAN) issued by the Income Tax department. e. The bidder should have Audited Balance Sheets and Profit & Loss Accounts for the past three years i.e. 2017-2018, 2018-2019 and 2019-2020. f. The bidder should have registration under Gujarat Shops & Establishment Act, 2019. g. The bidder should have a valid certificate from Employees State Insurance Corporation (ESIC) and should have been allotted a code number by the ESIC. h. The bidder should have a valid certificate under EPF & Miscellaneous Provisions Act, 1952. i. The bidder should have registration under Goods and Services Tax and should have GST Registration Number.
<p>Firms shall upload scanned copy of the Documents required on www.mstcecommerce.com along with the technical bid.</p>	

Date: _____

Name & Signature of tenderer

Place: _____

Contact/Mob. No.-

Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this e-tender before submitting your online tender.

1. Process of E-Tender: A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC /RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit. 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender). Contact person (RBI Ahmedabad): <table border="1" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">1. Major Lalit Kant Baghel E-mail – lkbaghel@rbi.org.in Mobile No. – 8004927585</td><td style="width: 50%; vertical-align: top;">2. Shri Gaurang P Vasava, Assistant, Email- gpvasava@rbi.org.in Mobile No.- 7096966124</td></tr></table> Contact person (MSTC Ltd): MSTC Vadodara <table border="1" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">1. Shri Anubhav Singh Assistant Manager E-mail- asingh@mstcindia.co.in Mobile No- 8130188764</td><td style="width: 50%; vertical-align: top;">2. Shri Manoj Pandey Management Trainee E-mail- mpandey@mstcindia.co.in Mobile No- 9727700986</td></tr></table>	1. Major Lalit Kant Baghel E-mail – lkbaghel@rbi.org.in Mobile No. – 8004927585	2. Shri Gaurang P Vasava, Assistant, Email- gpvasava@rbi.org.in Mobile No.- 7096966124	1. Shri Anubhav Singh Assistant Manager E-mail- asingh@mstcindia.co.in Mobile No- 8130188764	2. Shri Manoj Pandey Management Trainee E-mail- mpandey@mstcindia.co.in Mobile No- 9727700986
1. Major Lalit Kant Baghel E-mail – lkbaghel@rbi.org.in Mobile No. – 8004927585	2. Shri Gaurang P Vasava, Assistant, Email- gpvasava@rbi.org.in Mobile No.- 7096966124			
1. Shri Anubhav Singh Assistant Manager E-mail- asingh@mstcindia.co.in Mobile No- 8130188764	2. Shri Manoj Pandey Management Trainee E-mail- mpandey@mstcindia.co.in Mobile No- 9727700986			

	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p>
	<p>Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>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)</p>
2.	<p>The Technical Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprchome/rbi. E-tenders will be opened electronically on specified date and time as given in the E-tender.</p>
3.	<p>All entries in the e-tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular e-tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The 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, the 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 the vendor shall be receiving a system generated mail.</p>

	<p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>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.</p>
5.	<p>Information about e-tenders /corrigendum uploaded shall be sent by email only during the process till finalization of e-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).</p>
6.	<p>E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> a) Vendor(s) need to submit necessary documents as per eligibility criteria, EMD, e-tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. E-Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the e-tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Government departments. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event. d) The 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 run then the vendor will not be able to save/submit his Technical bid. e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid. f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded. g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. j) 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

	<p>and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the e-tender.</p>
8.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The e-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
11.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 8130188764 /9727700986 well in advance and bidders are advised to avoid any last minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

General Instructions to Bidders and General Terms & Conditions

Reserve Bank of India, PROTOCOL & SECURITY CELL, Ahmedabad invites e-tenders on www.mstcecommerce.com/eprichome/rbi in two parts from eligible contractor / firm / company. Eligible contractor / firm / company needed to submit a Part I (Technical bid) and Part II (Financial bid) on the mentioned portal.

1. E-TENDER Document:

- i. Tender shall consist of documents (Part I & Part II). Part I contains technical conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprichome/rbi.
- ii. Tenderers are advised to study the E-TENDER documents thoroughly.
- iii. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

2. Obtaining of TENDER documents:

- i. The E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprichome/rbi.
- ii. Interested parties, if they so desire, may contact the PROTOCOL & SECURITY CELL Officials on the phone /e-mail for further any clarification.

3. Pre-bid Meeting

Reserve Bank of India shall conduct an offline pre-bid meeting(s) at the time and venue mentioned in Notice Inviting Bid, to answer any queries / provide clarifications that the Tenderers may have in connection with the tender and to give them relevant information regarding the same.

4. Amendment to E-TENDER Document

- i. At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective tenderer, modify the e-tender by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprichome/rbi for information of prospective bidders.
- ii. In order to afford prospective tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

5. Preparation of Tender

a) Part I / Technical bid:

- i. All Sections and Annexures are the part of Technical bid. All the sections and annexures must be signed by the Tenderers.
- ii. Tenderer must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- iii. EMD shall be part of Technical bid the amount of EMD is indicated Important Information given above/n Notice Inviting Tender.
- iv. Tenderers must submit all documents for prequalification criteria and

other documents as stated in the tender by uploading scanned copy of all documents on www.mstcecommerce.com/eprochome/rbj.

b) Part II / Financial Bid:

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, dog food, dogs medicines, all other logistic as mentioned in the tender, all taxes **(Inclusive of GST)**, charges, levies, cess, Insurance, transportation, entry taxes,) Labour, other Govt Taxes, EPF/ESIC contribution, Minimum wages of Central Government **as applicable as per rules**.
- (ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iii) The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- (iv) If any columns of the price schedule are found blank, then the tender of the respective tenderers **shall be treated as non-responsive and will be summarily rejected by the RBI and further EMD shall be forfeited**. However, Bank may also take the review in this matter as per Tender Clause, if required.
- (v) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the e-tender must be attested by initials of the e-tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the e-tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the e-tender will be entertained.
- (vi) The e-tender documents submitted/uploaded on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the e-tender may be rejected by the Bank.
- (vii) It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

6. Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in the Notice Inviting Tender. This period will be further mutually extended, if required.

7. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
8. **Each tenderer shall pay Earnest Money Deposit a sum of ₹24,000/- (Twenty Four Thousand only) through NEFT/ Net banking / DD / Bank Guarantee only (to A/c No. 186003001, IFSC RBIS0AHPA01 of Reserve Bank of India Ahmedabad OR in favour of “Reserve Bank of India, Ahmedabad”, as the case may be).** If EMD is not paid / submitted (DD or Bank Guarantee, in original) till the last date of submission, the tender shall be treated as non-bonafide and will be rejected without further advice to the tenderer.
9. Under no circumstances Earnest Money Deposit will be accepted in the form of cash or fixed deposit receipt of Bank or Insurance Guarantee or cheque, etc.
10. **The Earnest Money Deposit shall be paid by the tenderer to the Reserve Bank of India, Ahmedabad as security for due fulfilment of the contract. No interest shall be paid on the said deposit. The Bank reserves the right to forfeit the EMD if the successful bidder fails to execute the contract. The EMD shall be forfeited in the following circumstances:**
 - a) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
 - b) Tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids.
 - c) If a Tenderer withdraws his Bid during the period of Bid Validity, or
 - d) The Tenderer has been blacklisted by any government contractor / firm / company, PSU and the blacklisting is still in force.
 - e) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.
11. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and deposit **Performance Bank Guarantee(@ 5% of the contract value)(see [Annexure-V](#))** and within fourteen days thereof the successful tenderer shall sign an agreement in accordance to the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

12. Procedure for Submission of Bids

It is proposed to have a **Two-Bid /Part System** for this tender

a) Part I/ Technical Bid consist of following items

- i. Part- I/ Technical Bid (all sections and annexes). Please note that prices should not be indicated in Part- I/ Technical Bid. Technical bid may be submitted on www.mstcecommerce.com/eprochome/rbi.

- ii. Documentary proof of Pre-qualification/Tender document with signature on each page must be uploaded online on www.mstcecommerce.com/eprchome/rbi, if any.
- iii. The payment details of EMD shall be attached.

b) Part II /Financial Bid

- i. Part II /Financial Bid may be submitted on www.mstcecommerce.com/eprchome/rbi
- ii. No conditional/optional quote shall be accepted.
- iii. Tenderers shall not be permitted to alter or modify their bids after receipt of their bids.
- iv. Those who have downloaded the tender are required to submit the eligibility criteria, if any.

c) Receipt of E-Tenders

The e-tender bids will be accepted till the schedule time and date as referred to in the Notice Inviting Tender. **The e-tenders received thereafter shall not be entertained in any circumstances.**

d) Opening of Part I

The Technical bids will be opened on the scheduled time and date as referred to in the Notice Inviting Tender at PROTOCOL & SECURITY CELL, RBI Ahmedabad. The tenderers or their authorized representatives may be present, if they so desire.

e) Scrutiny of Part I

- i. The Part I shall be evaluated as per the procedure indicated in tender document.
- ii. After evaluation of the Part I, the short-listed tenderers will be intimated by emails to all the e-tenderers. The decision of the Bank on Part- I shall be final and shall not be open for discussion.

f) Opening of Part II /Financial Bid

The Part- II of the technically selected tenderers will be opened later, and such short-listed tenderers will be intimated about the date and time accordingly. The short-listed tenderers or their authorized representatives may present, if they so desire.

g) Scrutiny of Part II

The Part II shall be evaluated as per the procedure indicated in special condition of contract. Accordingly, Lowest tenderer (L1) shall be declared.

h) Bank reserve the Right to increase or decrease the strength of sniffer dogs with handlers at the time of placing Order/signing of Contract or during the currency of contract based on the actual requirements on same terms and conditions.

i) Bank's right to accept any Bid and to reject any or all Bids

- a) Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without**

thereby incurring any liability to the affected tenderer or tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

- b)** RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:
 - i.** In case no Bid is received.
 - ii.** Occurrence of any event due to which it is not possible to proceed with the selection process.
 - iii.** An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
 - iv.** On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
 - v.** The Bank further reserves the right to re-tender the process or get the work done by a Government contractor / firm / company or Quasi Government contractor / firm / company if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
 - vi.** The Bank discourages the stipulation of any additional conditions by the tenderer.
- j)** The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the specifications and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
- k)** The successful tenderer/contractor/firm/company must cooperate with the other contractors appointed by the Bank/Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- l)** The successful tenderer/contractor/firm/company must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.
- m)** GST, Income Tax, Trade taxes, or other tax shall be deducted as applicable.

- n) The successful tenderer/contractor/firm/company shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the successful tenderer/contractor/firm/company shall obtain the license from the Regional Labour Commissioner. The successful tenderer/contractor/firm/company shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.
- o) The Quoted rate shall include the amount payable towards ESI/EPF employer contribution or any amount payable under various Acts/Laws& any other expenses/cost related to carrying out work etc.** It is obligatory for the successful tenderer/contractor / firm / company to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by successful tenderer/contractor / firm / company. The successful tenderer/contractor / firm / company shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the contractor / firm / company along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the successful tenderer/contractor / firm / company on this account. The successful tenderer/contractor / firm / company shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."
- p) The successful tenderer/ contractor / firm / company shall not assign the Contract or any part thereof. He shall not sublet any portion of the Contract. In case of breach of these conditions, the Bank may serve a notice in writing on the successful tenderer/contractor / firm / company rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the successful tenderer/contractor / firm / company.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of tenderers.

Witness:

Name and Signature of tenderer

Address_____

Place:

Date:



Reserve Bank of India
Near Gandhi Bridge, Ahmedabad
(Tender/Event No.RBI/Ahmedabad/HRMD/39/20-21/ET/452)
(www.rbi.org.in)

Part-I
(Technical Bid)

**e-Tender for providing Sniffer Dogs with handlers at
Office Premises of RBI, Ahmedabad**

Name of Bidder:.....

Address:.....

Telephone No:.....

Email Address:.....

Signature of the Authorised Signatory

Date

Seal

Last Date and time of submission of bid/tender: Feb 24, 2021 (02:00 PM)

Note: Scanned and Signed copy (in each page) of Part I need to be upload on MSTC website at relevant tender. Part II directly submit at MSTC.

General Terms and Conditions

Reserve Bank of India Ahmedabad, hereinafter referred to as ('the Bank') invites online quotations in the prescribed format from reputed agencies for providing sniffer dog services with handlers in Office Premises, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad 380014 on all days of the week including Sundays and holidays. The contract will be valid for an initial period of twelve months with effect from **1st April 2021 to 31st March 2022**, as per laid down contractual obligations detailed in **Para 2 to para 24** below. The Bank reserve the right to increase or decrease the number of Sniffer dogs with handlers at any time during the currency of contract or renewal based on actual or incidental requirements of the Bank. The contract can be extended annually, for another two years, on the same terms and conditions, subject to satisfactory performance of sniffer dogs services and adherence to contractual obligations by the concerned.

2. Getting information as to nature of work - The Agency must obtain for itself on its own responsibility and expenses, all the information which may be necessary for the purpose of making tender and for entering into a contract and must inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and satisfy itself as regards the requirements of the work and his capability to provide the same.

3. Documents of Experience - The Agency should submit (online) the reports on past performance of his firm/company from at least two clients along with the report from its bankers with the quote. If any Agency is not found to possess the required eligibility for participating at any point of time and/or its performance reports received from its clients and/or its bankers are found not satisfactory, the Bank reserves the right to reject its offer. The Bank is not bound to assign any reason for rejecting the tender.

4. Signature on Tender - The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Bank.

5. Non-acceptance of tenders - The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

6. Invalid Tenders - After prima facie scrutiny, if any of the bidders is found not satisfying with the required eligibility criteria, the tender submitted by him will not be processed further.

7. Validity of Tender - Tender shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the tender, which period may be extended by mutual agreement and the bidders shall not cancel or withdraw the tender during this period.

8. Payment Clause - The charges quoted will cover the cost of dogs and manpower deployed, material used and machinery/equipment deployed for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. 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 Agency and based on the attendance sheets duly verified by the P&SO and other supporting documents. The payment will generally be made by NEFT. The Tenderer shall submit the bank account details within seven days of the execution of the contract.

No other claim on whatever account shall be entertained by the Bank. The Agency will ensure that handlers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be followed.

- a) The Agency shall pay their entitled wages of the dog handlers deployed at the Bank within one week of the completion of the month for which it is payable. It shall not be linked to the payment of the bill by the Bank.
- b) Payment must be made by the Agency through Electronic payment system or any other means. Under no circumstances payments will be made in cash. To ensure this, Agency will get a bank account opened for every dog handler deployed for the purpose of the contract.
- c) The Agency shall compulsorily issue the salary slip to every dog handler.
- d) 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 done by the Agency under the tender, it shall be recovered by the Bank from the Agency.
- e) The Tenderer shall make the payment of wages etc., on time and shall on demand furnish copies of wage register/ muster roll etc., to the RBI, Ahmedabad for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Tenderer to ensure that he is fulfilling his commitments towards his employees/persons so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970.
- f) The RBI, Ahmedabad will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the Tenderer and provide a TDS certificate to the Tenderer.

9. Registration/Licensing - The successful bidder shall depute required number of dogs and their handlers to render the services. The successful bidder shall commence the work only after entering into an agreement after furnishing the following documents to the Bank:

- a) Provident Fund Registration Certificate
- b) E S I Registration Certificate
- c) List of dog handlers
- d) Any other licenses/permissions/registration/approval for carrying out the work.

10. Obligation of the Agency - The successful Bidder/Agency shall

- a. Ensure that it deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the Dog handling work. The Agency shall not deploy any person under the age of

eighteen years and comply with provisions of Child Labour (Prohibition and Regulation) Act, 1986. The person engaged by the contractor shall be employee of the contractor and neither the contractor nor his employee/persons shall have any right to claim any employment in the Bank. There shall be no employer-employee relationship between the Bank and the Contractor/his persons.

- b. Be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank
- c. Be responsible and liable for payment of wages as per Minimum Wages Act, 1948 and other legal dues to the persons who are employed by it for the purposes of rendering the services under this tender. Record for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.
- d. Maintain neat, complete and legible registers, records, reports and returns which shall be made available for inspection by various authorities as and when required.
- e. Provide information as required in respect of all its employees deployed for the purpose of the contract to enable the Bank to monitor compliance of P.F., ESIC, rules etc.
- f. Ensure that all persons deployed by it, for the purposes of rendering the services are insured with authorized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The Agency shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.
- g. Ensure that its employees/persons, while on the premises of the Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Agency and /or its employees have observed the same.
- h. Personally supervise or employ sufficient supervisory personnel, exclusively to supervise the work of its employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
- i. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Agency or its employees or agents.
- j. Supply identity cards to its employees or agents deployed for the purpose of the work at the Bank's premises. All the employees and agents should bear the identity card at all times while they are in the Bank's premises.
- k. Provide distinct uniforms to its employees or agents different from the Bank's employees. The uniform should have logo of the Agency's firm/company and shall be kept neat, tidy and in a wearable condition.

- l. Police Verification report on character and antecedents of the persons deployed for the purpose of the contract and other details relating to age, educational qualification, name and permanent address shall be provided to the Bank along with their passport size photographs before engaging them for duty in Bank's Premises under the contract. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel preferably between the age of 21 and 40 years shall be deployed. Bank may prescribe frisking of the personnel for security reasons.
- m. The Agency shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- n. In case any of agencies 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 penalty of ₹ 500/- per vacant point for shift be deducted from the agencies bill or SD. The resources deployed should not be frequently changed. They should be deployed for at least for a period of **minimum 3 months**. The Bank may penalize the agency in case of frequent changes up to an amount of **₹1000** per resource relieved before 3 months (**except on short leave up to a maximum of 5 days with appropriate replacement on not more than one such occasion during the last 3 months**)
- o. In case any complaint is received relating to misconduct/misbehaviour of agencies personnel, & is assessed as true by the Bank, a penalty or ₹ 500/- for each such incident shall be levied and the same shall be deducted from agencies bill. Besides the person found involved in the incident shall be removed from the Premises immediately.
- p. In case the agency fails to commence/execute the work as per the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, the Bank reserves the right to impose the penalty as given below:-
- i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
- ii) After four weeks delay the Bank reserves the right to terminate the contract and withhold the agreement and get this job carried out from other contractor(s) in open market at the risk and cost of the contractor. The difference if any will be recovered from the defaulter Agency and his earnest money/security deposit may also be forfeited.
- q. 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 any dues payable to the agency or from SD amount.
- r. The Agency shall not engage any such sub-Agency or transfer or assign the contract to any other person in any manner.
- s. The Agency shall ensure that Security staff/personnel engaged by the Agency do not

take part in any staff union and association activities within the premises of the Bank.

- t. The Agency/bidder shall ensure full compliance with tax laws in India with regard to this contract. The Agency/bidder shall submit copies of acknowledgements evidencing filing of statutory returns every year and shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. The Agency shall also comply with all applicable statutory liabilities such as Labour laws etc.
- u. For deficiency in services and serious inconvenience caused to the Bank and its officials, penalty not exceeding 25% of the estimated bill for the relevant month may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to the Regional Director, whose decision will be final in the matter. However, the Bank reserves the right to impose penalty up to 10% of the contract amount. In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the Tenderer shall be liable to risk and cost

11. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

12. The Bank may consider providing accommodation for the dogs and their handlers at its sole discretion but the Agency will not have any right in this regard.

13. Bank not liable for damages - In the event of termination of the contract for any reason whatsoever, the Agency/or persons deployed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation or damages. The handlers deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and the persons so deployed shall remain under the control and supervision of the Agency. In no case shall a relationship of employer and employee arise between the said persons and the Bank, implicitly or explicitly. It will be the responsibility of the Agency to ensure that no liability on this count should devolve on the Bank in respect of handlers deployed by it.

14. Applicability of Minimum Wages Act - The Agency shall ensure payment of wages as per Minimum Wages Act, 1948 to the persons deployed by it for the purpose of the contract. It shall maintain a register of wages and shall issue a wage slip to every person deployed by it and obtain their signature or thumb impression on the wage slips in the presence of the Bank's authorized officer. The register shall be submitted to the Bank for inspection after every payment to the persons deployed for the purpose of the contract. In addition, the Agency has to provide essential amenities

like drinking water, first aid facility etc. to its employees/persons as per the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA Act). The selected Agency has to submit an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to all handlers to be engaged by it for the tendered work at the rate which is not less than the one prescribed as the minimum wages and also keep the Principal Employer (the Bank) indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Contractor's failure to pay such wages and provide the essential amenities to its handlers, as statutorily required.

15. Renewal of contract - The contract can be considered for further renewal on same terms and conditions or on mutually agreeable terms, provided the Bank finds the services of the Agency satisfactory and if the Bank so desires. The Bank may consider a hike in the rate/consideration amount of the contract at the time of renewal. The decision of the Bank in this regard shall be final.

16. Agreement for contract - The successful Agency shall have to execute an Agreement with the Bank in this regard, in duplicate, on receipt of intimation from the Bank of the acceptance of its tender. If the successful bidder fails to commence the work within seven days of the award of work, the Bank reserve the right to debar such persons from participating/undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give a seven days show cause notice (SCN) to the person and consider any reply submitted to the SCN before finally deciding on debarring the person.

17. Termination of Contract - Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate the contract forthwith by giving one month written notice without assigning any reason and without payment of any compensation, if-

- a. In the opinion of the Bank (which shall not called in question by the Agency and shall be binding on the Agency) the Agency fails or refuses to implement the contract to the Bank's satisfaction; and/or
- b. The Agency commits a breach of any terms and conditions of the contract; and/or
- c. For any reason whatsoever, the Agency becomes disentitled under any law to perform his obligation under the contract; and/or
- d. There is any variation in the ownership/partnership of the Agency or its business without the prior permission in writing from the Bank; and/or
- e. The Agency is adjudged an insolvent/bankrupt or a compromise is entered by it with its creditors or if distress or execution or other process is levied upon it or receiver is appointed for any part of the assets or property of the Agency.

In the event of termination of the contract for any reason whatsoever, the Agency or persons employed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation or damages.

18. Termination for Unsatisfactory Service - The Bank reserves the right of termination of the contract at any time by giving one month notice, if the services are found to be unsatisfactory and also has the right to award the contract to any other Agency at the cost, risk and responsibilities of Agency and excess expenditure incurred on account of this will be recovered by the Bank from the Performance Bank Guarantee or pending bill or by raising a separate claim. However, the Agency will continue to discharge its contractual obligation under the contract during the notice period, if so desired by the Bank. In the event of termination of the contract for any reason whatsoever, the Agency or persons employed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation or damages.

19. Arbitration - If any dispute, difference or question shall, at any time, arise between parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties, the same shall be referred to sole arbitrator appointed by the Regional Director, Reserve Bank of India, Ahmedabad. In case the Agency do not agree to such appointment, both the parties will appoint an arbitrator each and such arbitrators then will appoint the Presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification there of shall be applicable and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. The venue of arbitration shall be RBI, Ahmedabad. Further all disputes, difference or question, if any, shall be deemed to have arisen at Ahmedabad and only courts in Ahmedabad shall have jurisdiction to determine the same.

20. Stamp Duty and other law charges- The Agency shall bear the stamp duty and/or other law charges for execution of the agreement pursuant to award of the contract. The agreement shall be executed in duplicate and the Bank shall retain the original and the Agency shall retain the duplicate.

21. Requirement of Secrecy - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency 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. The Agency 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 on the part of the Agency and the Bank shall be entitled to claim damages and pursue legal remedies. The Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Agencies obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

22. Sexual Harassment at workplace: 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/person/personnel/representative 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/person/personnel/representative of the Agency against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

23. Bank to have no Liability - The Agency shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other Labour law/statute in force. The Agency should follow standard safety procedure and equipment and ensure that none of its staff suffer any injuries. Any liability on this account will be entirely that of the Agency

I/We hereby declare that I/We have read and understood all the above terms and conditions and the same will remain binding upon me/us in case the above mentioned Contract for providing services of sniffer dogs with handlers is entrusted to me/us.

I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Date:

Place:

Signature and seal of the authorized representative of the Tenderer/Agency

24. Scope of Work

- i. The Agency will provide the services of two sniffer dogs (preferable Labradors/ German Shepherds or similar breeds) with two handlers to the Bank, however, the Bank reserve the right to increase or decrease the number of Sniffer dogs with handlers at any time during the currency of contract or renewal based on actual or incidental requirements, on same terms and conditions for deployment at any property of the Bank.
- ii. The Sniffer Dogs will be deployed for eight hours daily (Monday - Sunday) in such a manner that each dog performs duty for eight hours per day. One dog will be deployed in each shift of 1 - 2 hours, at the office Premises of RBI, Ahmedabad. At any given point of time one dog shall be on duty and the other dog should be available in the office/dog rest room.
- iii. The Agency 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, Ahmedabad prior to their deployment.
- iv. The Agency 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 persons or property.

- v. The Agency shall furnish certificate of registration / license from the competent Government authorities under Prevention of Cruelty to Animals Act, 1960 and other relevant Acts in force. 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 of prevalent laws.
- vi. Bills for services shall 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 from the date of submission of proper bill.
- vii. The arrangements with the Agency shall stand terminated in the case of insolvency of the Agency or them entering into any arrangement / compensation with their creditors.
- viii. The Agency 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 Agency.
- ix. The dogs should be within the age of 1 to 6 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.
- x. 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), TriacetoneTriper Oxide (TATP), Trinitrophenyl methylnitromine (TETRYL), Cycloirimethylenetetranitrominal (HMX) etc.
- xi. 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 of completion of training.
- xii. Each dog is required to conduct at least one practice search every month. The Agency has to provide necessary training kits for the same e.g. olfactory test kit, explosive detection test kit etc.
- xiii. The dogs should be put through simulated exercises on a regular basis of detecting explosive substance concealed in human being, hidden inside vehicle etc. in the presence of the authorized representative of the Regional Director, RBI, Ahmedabad.
- xiv. Dogs will also be subjected to capability test by the Bank before being actually deployed and must have satisfactory performance.
- xv. Each dog should undergo recertification every three months and a certificate

regarding training should be furnished to the Bank within a week of completion of such training.

- xvi. 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 Agency 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.
- xvii. It shall be the responsibility of Agency to provide food and water to the dogs and meals/Tiffin/Tea/coffee to the dog handlers.
- xviii. The contactor must submit Workmen Compensation Policy for his employees which must be valid for the period of the contract.
- xix. The grooming of the dogs and maintenance/cleaning of rest room for dogs and cleaning of the litter, if any in the Bank premises on daily basis will be the responsibility of the Agency. The dogs must be taken out of Banks premises for their daily course at regular interval.
- xx. The Agency 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 Agency 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.
- xxi. The Agency 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 be verified by the police authorities. The Agency/Agency 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 ID issued by the Agency.
- xxii. The Agency 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 communicable disease or illness which will hamper their efficient functioning and the dogs are immunized as per norms/schedule.
- xxiii. If the dog or the handlers are unable to attend the duty due to sickness/ill health/leave, the Agency shall provide suitable substitute having the same capability, breed (dogs) and competence. If the Agency fails to make services of Sniffer dog with the handlers available, proportionate amount of hiring

charges plus penalty of ₹100/- per hour shall be deducted from the hiring charges or any other amount payable to the Agency including from SD amount.

- xxiv. The Agency shall ensure that the dog handlers will concentrate on their job and not to mingle around with anybody else.
- xxv. A register for daily attendance shall be maintained by the Agency and the duty hours will be recorded therein. The Bank will have the right to check the register any time.
- xxvi. The Bank assures the Agency 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.
- xxvii. The stamp duty and/or other law charges for execution of agreement by the parties hereto shall be borne by the Agency.
- xxviii. 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 period of up to two years.
- xxix. If the services are not required by the Bank or due to unsatisfactory performance of the Agency, it shall be served with the notice of one month by the Bank and the Sniffer dogs/handlers will be withdrawn from the Bank. No compensation shall be paid to the Agency under any circumstances. However, during the notice period the contractor shall continue to discharge his contractual obligation if so desired by the Bank. In such case the Agency or persons employed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation or damages.
- xxx. Payment will be made on monthly basis subject to submission of proper invoices/bills by the Agency. 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, IFS code number of the branch etc. shall be submitted by the Agency to the Bank to facilitate payment. The Agency 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.
- xxxi. 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 any of the Bank's premises.
- xxxii. The handlers deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the

persons so deployed shall remain under the control and supervision of the Agency and in no case, shall a relationship of the employer and employee between the said persons and the RBI, Ahmedabad shall accrue/arise implicitly or explicitly. It will be the responsibility of the Agency to ensure that no liability on this count should devolve on RBI, Ahmedabad in respect of workers deployed by him.

- xxxiii. That in case any of the persons so deployed by the Agency 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 Agency shall immediately withdraw and take suitable action against such persons on the report of the RBI, Ahmedabad in this respect. Further, the Agency shall immediately replace the particular person so deployed on the demand of the RBI, Ahmedabad in case of the aforesaid acts on the part of the said person.
- xxxiv. The dogs deployed should undergo periodical test and checks at the Agent's cost and necessary test certificate as well as dog health certificate should be submitted to the Bank.
- xxxv. The Agency 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, Ahmedabad. For the purpose of proper identification of the employees/persons of the Agency deployed for the work, the Agency shall issue identity cards bearing their photographs/identification etc. and such employees/persons shall display their identity cards at the time of the duty.
- xxxvi. The Agency will provide a mobile set to the dog handler with adequate balance.
- xxxvii. The Agency 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.
- xxxviii. That the Agency 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 Agency 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.
- xxxix. That the Agency shall make the payment of wages etc., to the persons so deployed in the presence of representative of RBI, Ahmedabad and shall on demand furnish copies of wage register/ muster roll etc., to the RBI, Ahmedabad for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Agency 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 Agency must comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 at his own cost and the rules made there under by the Govt. from time to time.

- xi. The Agency 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, 1961/the Payment of Gratuity Act, 1972, the Equal Remuneration Act, 1976 , the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and /or any other rules/regulations and/or statutes that may be applicable to them. The Agency 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, Ahmedabad 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. Agency'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, Ahmedabad 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 Agency monthly payment and Security Money Deposit.
- xli. In the event of the Agency committing a default or breach of any provisions of any Law 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 applicable laws/Regulations and Rules or submit any statement which is materially incorrect, the Agency shall without prejudice to any other liability, pay to the RBI, Ahmedabad a sum as may be determined by the Regional Director, RBI, Ahmedabad.
- xlii. The Agency shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees/persons so deployed and ensure preservation of peace and protection of persons and property of RBI, Ahmedabad.
- xliii. The Agency 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, Ahmedabad and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Ahmedabad either explicitly or implicitly.
- xliv. The Agency shall **deposit Bank Guarantee of ₹ 60000/- (Rupees Sixty**

Thousand Only) as Security Deposit as per the form prescribed by the Bank 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. The decision of the Bank to invoke Bank Guarantee shall be final and binding on the Agency.

- xlv. The Security Money Deposit deposited by the Agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and /or loss/damage if any sustained by the RBI, Ahmedabad on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.
- xlvi. That the Agency shall keep the RBI, Ahmedabad indemnified against all claims whatsoever in respect of the employees/persons deployed by the Agency. In case any employee/person of the Agency so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case RBI, Ahmedabad is made party and is supposed to contest the case, the RBI, Ahmedabad will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the Agency to RBI, Ahmedabad on demand. Further the Agency shall ensure that no financial or any other liability comes on RBI, Ahmedabad in this regard of any nature whatsoever and shall keep RBI, Ahmedabad indemnified in this regard.
- xlvii. The Agency shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.
- xlviii. The Agency shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure / systems / equipment 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 Agency 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 Agency and the Bank will be entitled to claim damages and pursue legal remedies. The Agencies obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- xlix. The contractor shall take all appropriate actions with respect to its employees/persons to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement.
- I. The Agency shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees/person/personnel/representative of the Agency, for instance any monetary relief to Bank's employee, if sexual harassment by the employee/persons/personnel/representative of the Agency is proved. The Agency shall be responsible for educating its employees/persons/personnel/representative about prevention of sexual Harassment at work place and related issues.

- ii. The contract may be terminated by the Regional Director, RBI, Ahmedabad by giving one month's notice or on payment of one month's charges lieu thereof. During the notice period the Contractor shall continue to discharge his contractual obligation if so desired by the Bank. Also, the contract may be extended with mutual consent of both the parties beyond the initial period of one year.
- lii. In the event of failure to execute the work to the satisfaction of the Bank, the Bank reserves the right to debar the contractor for a period of three years from participating in any tender or award of any contract in the Bank. The Bank shall issue a 10 days' notice to the contractor before debarring the contractor and consider the reply, if any, submitted by the contractor to such notice.
- liii. Local representative of the Agency must be available in Ahmedabad at all times.
- liv. The RBI, Ahmedabad will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the Agency.

- iv. Should there be any discrepancy between English and Hindi version of tender document, the English version shall prevail

Date

I/We have read the General Information, Instructions, Scope of Work, General Terms & Conditions, special conditions additional conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Name & Signature of tenderer

(Please sign at the bottom of all pages)

Date:

Place:

FORMAT- I

Format of Technical Bid

(To be given on tenderers letter head)

E-Tender for providing Sniffer Dogs with handlers at Office Premises, RBI, Ahmedabad.

In response to the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Ahmedabad, 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 /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 Earnest Money Deposit of ₹ 24000/- submitted vide NEFT/DD/ Bank Guarantee to Beneficiary Name: Reserve Bank of India, Ahmedabad IFSC: RBIS0AHPA01 (5th and 10th letter is zero), Account No. 186003001.
- (c) The firm agrees to deposit Performance Bank Guarantee @5% of the contract value (excluding the service charges) after being issued work order/awarding of contract. The Bank Guarantee shall be in favor of "The Regional Director, RBI, Ahmedabad" with requisite validity period. Bank Guarantee shall be revised if there is any change in amount during the period of the contract.
- (d) I/We also understand that the Regional Director, Reserve Bank of India, Ahmedabad 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.
- (e) I / we have valid registration in respect of Employees Provident fund / Employees State Insurance / GST etc., copies of the above are enclosed herewith.
- (f) I / we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".
- (g) 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 case of breach attributable to me/us of the terms and conditions, or failure on my/our part to duly execute the work.
- (h) I/ We agree and undertake, if our bid is successful and accepted, to deliver and commission the services in accordance with the requirement of the Bank.

Authorized Signatory
(With Name & Seal)

Documents to be submitted (online) 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)
2. Copy of Memorandum and Articles of Association (in case of companies registered under the Companies Act, 1956/2013) / Partnership Deed (in case of partnership firms)
3. Copy of Income Tax Returns filed for last 3 years.
4. Provident fund registration number.
5. ESI Registration number.
6. GST Registration number.
7. Two client reports from organizations to whom services are currently provided as per the format provided in the tender document.
8. Copy of audited Balance Sheet for last three years.

9. 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
Agency/authorized rep with seal

Particulars of Company/ Firm (To be given on tenderers letter head)

Sr. No.	Particulars		
1.	Name of the Company/firm/Proprietor		
2.	Type of Tenderer whether, Proprietorship, Partnership, Company etc.,		
3.	Name and address of the Proprietor/ Partners/ Directors of the Company		
4.	Registration (firm, company etc.) / Registration Authority, Date, Registration Number etc.,		
5.	Registered office address and telephone number & email address		
6.	Provident Fund Registration Code		
7.	ESI Registration Code		
8.	GST Registration number		
9.	Office address through which the work will be handled		
10.	Experience in undertaking similar services in other organizations		
11.	Total value of the services provided to the other organizations for the year	2016-2017 2017-2018 2019-2020	` ` `

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-Civil as well as Criminal		
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		

Authorized Signatory

(With name & Seal)

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

Particulars	Banker 1	Banker 2
Name of the Branch 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.		
Type of Account and Account No.		
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: IFSC code of the Branch		

Authorized Signatory
(With name & Seal)

Place:

Date:

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

Authorized Signatory
(With name & Seal)

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

To,

Regional Director
Reserve Bank of India
Ahmedabad

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.

Authorized Signatory
For the Bank
(With name & Seal)

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.

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

No. _____ Date _____

To:

The Regional Director
Reserve Bank of India
Near Gandhi Bridge
Ahmedabad

Madam/ Dear sir,

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by M/s. _____ (hereinafter referred to as “the Agency”) in terms of their contract with you for providing Sniffer Dogs with Handlers services to the offices of Reserve Bank of India located near Gandhi Bridge, Ahmedabad.

As per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Agency of any of the terms and conditions contained in the said Contract and in the event of the Agency making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Agency.

2. Notwithstanding anything to the contrary, your decision as to whether the Agency has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Agency after expiry of the relative guarantee period of the said Contract and after the Agency had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Agency or to postpone for any time or from time to time any of your rights or powers against the Agency and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Agency or any other forbearance, act or omission on your part or any indulgence by you to the Agency or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Agency or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Agency.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Agency hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Agency from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, email or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the Agency or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and Agency or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED
(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)

Address _____

Price -Bid



**Reserve Bank of India
Near Gandhi Bridge, Ahmedabad
(RBI/Ahmedabad/HRMD/39/20-21/ET/452)**

Part-II

**e-Tender for Providing Sniffer Dogs with handlers at Office premises,
RBI, Ahmedabad**

Name of Tenderer: -----

Address: - -----

Land Line & Mobile Numbers:

Last Date of Submission: - Feb 24, 2021 before 2:00 PM

Format II
(Price bid)

(To be given on tenderers letter head)

e-Tender for Deployment of Sniffer Dog with handlers at RBI Office premises at Ahmedabad.

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

Sr. No	Description of work/duty	Amount (per month) in`
1.	Deploying two sniffer dogs on a daily basis on 8 hourly duty*	
2.	Deploying two handlers for sniffer dogs, with provision for relievers and leave reserves (Wages for Semi-Skilled –‘Building Operations’)	
3.	Service Charge **Please do not add GST which will be paid as per govt. norms, separately	
	Total	

Note:

*This cost must include all aspects on account of deployment of sniffer dogs i.e. training, food, medicines, hygiene etc.

** (Quotations for personnel have to be as per Minimum Wages Act (Wages for Semi-Skilled –‘Building Operations’) and inclusive of all applicable statutory levies/taxes, **excluding GST**)

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

Date

Place

Authorized Signatory
(With name & Seal)

Break up of rates: Dog Handlers (semi-skilled –‘Building Operations’)

Sr. No	Description	Dog Handlers
1.	Basic Wages(minimum) + VDA* (Per Head) for 26 days	
2.	EPF	
3.	ESI	
4.	Weekly off/ National Holidays/ Other Holidays/ Reliever Charges	
5.	Bonus	
6.	Total Cost Per Head/ Per Month	
7.	Service Charges #	
8.	GST (as applicable)**	
9.	Grand Total (08 Hrs. per day for One Month)	

Service charge will be in terms of % per month on total per head/per month amount.

*** Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1st April and 1st October every year.**

****GST shall be reimbursed on actual on production of documentary evidence.**

Authorized signatory
(With name and seal)