



Reserve Bank of India

Human Resource Management Department

Protocol & Security Cell

Patna

PART – I **TECHNICAL BID**

TENDER

for

Providing SNIFFER DOGS at RBI, Patna
for the period October 1, 2017 to June 30, 2018

Name of Tenderer:

Address:

Land Line & Mobile numbers:

Last Date of Submission: - 15/09/2017 up to 5:00 P.M.



Reserve Bank of India

Human Resource Management Department

Protocol & Security Cell

Patna

Sealed tenders are invited in the prescribed format by **Reserve Bank of India, Human Resource Management Department, Protocol & Security Cell, South Gandhi Maidan, Patna – 800001** hereinafter referred to as 'The Bank' from reputed companies/firms for deployment of TWO(2) Sniffer Dogs preferably Labrador Retriever/German Shepherds with TWO(2) Handlers at Bank's Main Office Premises (BMOP). Only companies/firms having about three (03) years' experience in undertaking work of similar nature and who are providing services to Government/Semi-Government or other major institutions are eligible to apply. Initially, the contract will be from October 01, 2017 to June 30, 2018 as per laid down contractual obligations and can be renewed for another two (02) years, provided the performance report is satisfactory.

'The Bank' reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and its decision will be binding on all the parties.

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

COVER – I shall be SUPERSCRIBED as **"TECHNICAL BID"** and shall contain the following:

- (a) Application in Format I duly filled along with documents as mentioned there in.
- (b) Particulars of Company/Firm.



- (c) Details of bankers in the enclosed format.
- (d) Client's Certificate from two existing clients.

COVER - II should be SUPERSCRIBED as **"FINANCIAL BID"** and should contain only the service provider's quoted rates in the enclosed Format II (Price bid) on the letterhead of the tenderer. Cover - II will be opened only if 'The Bank' is satisfied with the technical bid (COVER - I), which will be opened first. Tender document of companies/firms not producing proof in respect of the conditions mentioned in the Application Format-I along with Letter accompanying Technical bid will be summarily rejected.

COVER – I and **COVER – II** may both be placed and submitted in another sealed cover SUPERSCRIBED **"Tender for Providing Sniffer Dogs with Handlers"** and addressed to, Regional Director, Reserve Bank of India, Human Resource Management Department, Protocol & Security Cell, South Gandhi Maidan, Patna – 800001. **The last date of submission of tender is September 15, 2017 up to 5:00 P.M.**

'The Bank' will not be responsible for any postal delays etc.

The **PART-I** of the tender will be opened on September 18, 2017 at 3:00 P.M. and **PART-II** of the tender will be opened only for those bidders who qualify in Part-I at a subsequent date. The information of Part-II opening will be intimated telephonically and via email.

The successful tenderer shall execute an agreement on a stamp paper of required value for due performance of the contract within a week. The article of agreement is made available with the tender document. Before submitting the tender, please go through the enclosed terms and conditions on which the work will be awarded and shall be executed by the successful tenderer.



FORMAT – I

Format of Technical Bid

(To be given on tenderer's letter head)

Tender for Providing Sniffer Dogs in the Bank's Premises

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

- a) I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government from time to time/other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF/ESI/Bonus/Gratuity, etc., also need to be paid as prescribed under various statutes, by me/us.
- b) The firm agrees to deposit interest free security deposit equivalent to two months bill (excluding the service charges and GST) after being issued work order/awarding of contract. The Security Deposit shall be in the form of Bank guarantee favouring "The Regional Director, RBI, Patna" with the validity till term of the contract. Security Deposit shall be revised if there is any change in amount during the period of the contract.
- c) I/We also understand that the 'The Bank' has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- d) I/We have valid registration in respect of Employees Provident fund / Employees State Insurance / GST etc., copies of the above are enclosed herewith.

**Authorised Signatory
(Name & Seal)**



Documents to be submitted along with the application:

1. Copy of Certificate of Incorporation (in case of companies registered under the Companies Act, 1956) / Registration Certificate (in case of partnership firms and proprietary concerns)
2. Copy of Memorandum and Articles of Association (in case of companies registered under the Companies Act, 1956) / Partnership Deed (in case of partnership firms)
3. Copy of Tax Returns filed for last 3 years.
4. Provident fund registration code.
5. ESI Registration code.
6. Labour License.
7. Registration number.
8. GST Number.
9. Two client reports from organisations to which services are currently provided as per the format provided in the tender document.
10. Copy of audited Balance Sheet for year 2014-15, 2015-16, 2016-17 duly certified by practicing CA.
11. Experience Details –

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

Sr.No.	No. of dogs supplied (specify the breed/s)	Cost of deployment (per year in Rupees)	Name and address of the organisation to whom the services were provided



ANNEX – I

Particulars of Company/Firm

S.N.	Particulars	Details	
1	Name of the Company/Firm		
2	Type of Company (Proprietorship, Partnership etc.)		
3	Name and address of the Proprietor/ Partners/ Directors of the Company		
4	Registration (firm, company etc.)/ Registration Authority, Registration Number, Date etc.		
5	Registered office address, telephone number & email address		
6	Provident Fund Registration Code		
7	ESI Registration Code		
8	Labour License		
9	GST Number		
10	Office address through which the work will be handled		
11	Experience in undertaking similar services to other organizations		
12	Total value of the services provided to the other organisations for the last three (03) years	YEAR	AMOUNT
		2014-15	
		2015-16	
		2016-17	
13	Whether financially sound to undertake services (furnish Balance Sheet for 3 years)	2014-15	
		2015-16	
		2016-17	
14	Whether deployed Dog Squad to any of the Govt., or Semi-Government undertakings. Indicate details (attach work orders)		
15	Indicate if involved in any litigation		
16	Any civil suits pending in any of the orders executed, give details		
17	Any other information		

**Authorised Signatory
(Name & Seal)**

**ANNEX – II**

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

Particulars	Banker/s Details
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. with IFSC code of the Branch	
Whether Credit Facility/Overdraft facility enjoyed by the service provider	
The period from which the service provider has been banking with the Banker	
Any other information which the service provider may like to furnish about its Banker/s	

Authorised Signatory
(Name & Seal)



CLIENT'S CERTIFICATE - PERFORMANCE OF CONTRACTOR

Name and address of the Client: _____

1. Details of Works executed by Smt/Shri/M/s:
2. Name of the work with brief particulars:
3. Agreement No. and Date:
4. Agreement amount:
5. Number of Years of service rendered to:
6. Details of Penalty levied for delay (indicate amount), if any:
7. Quality of Service (indicate grading): Outstanding/ Very good/
Good/ Satisfactory/ Poor:
8. Comments on the capabilities of the contractor:
 - a) Proficiency: Outstanding/Very Good/Good/Satisfactory/Poor
 - b) Financial Soundness: Outstanding/Very good/Good/Satisfactory/
Poor
9. Did the contractor go for arbitration? If yes, total amount or claim:

**Authorised Signatory
(Name & Seal)**



Reserve Bank of India

Human Resource Management Department

Protocol & Security Cell

Patna

PART – II **PRICE BID**

TENDER

for

Providing SNIFFER DOGS at RBI, Patna
for the period October 1, 2017 to June 30, 2018

Name of Tenderer:

Address:

Land Line & Mobile numbers:

Last Date of Submission: - 15/09/2017 up to 5:00 P.M.



FORMAT – II

Format of Price Bid

(To be given on tenderer's letter head)

Tender for Providing Sniffer Dogs in the Bank's Premises

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

Service Provided	Quoted Amount per month (in Rupees)	Quoted Amount per Year (in Rupees)
Providing TWO (02) sniffer Dogs with TWO (02) handlers at BMOP, RBI, South Gandhi Maidan, Patna – 800 001.		
GST in %		

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

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

Authorised Signatory
(With Name & Seal)



Eligibility Conditions and General Terms and Conditions

The Reserve Bank of India intends to invite tenders from reputed Companies/firms for undertaking deployment of TWO(2) Sniffer Dogs preferably **Labrador Retriever/German Shepherds** with TWO(2) Handlers at Bank's Main Office Premises, RBI, South Gandhi Maidan, Patna – 800 001.

- 1) Intending applicants will have to satisfy the Bank with documentary evidence in support of their possessing required eligibility and in the event of their failure to do so the Bank reserves the right to reject their application.
- 2) The service provider should have complete documentary evidence confirming the breed and parental history of the sniffer dogs and should provide the same when required by the Bank.
- 3) The service provider 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, Patna prior to their deployment.
- 4) The service provider should provide trained Dog Handlers with minimum experience of three (3) years. A certificate in this regard, should be submitted for each Dog Handler. They should be smart, with proper turn-out in uniform and should be able to control and handle the sniffer dogs and make optimum use of the Sniffer Dogs' ability. Proper Uniform along-with liveries and valid Identity Card should be issued by the Service Provider to the Dog Handlers on a periodic basis.
- 5) The service provider 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/dogs to the Bank's property.
- 6) The service provider shall furnish certificate of registration/license from the competent Government authorities. They will ensure compliance with all laws relating to animal safety and prevention of cruelty to animals. RBI will not be liable for breach of any prevalent laws.



- 7) Bills for services shall have to be submitted on a monthly basis latest by the 2nd (Second) day of the succeeding month and subject to the correctness of the bill, payment will be generally made by 7th day every month.
- 8) The arrangements with the service provider shall stand terminated in the case of insolvency of the service provider or them entering into any arrangement / compensation with their creditors.
- 9) While deciding upon the selection of service provider, emphasis will be given on the ability and competence to give good service.
- 10) The service provider shall ensure uninterrupted service taking into account the holidays followed by the Bank. In the event of poor/ deficient service 'The Bank' reserves the right to terminate forthwith the arrangement with the service provider.
- 11) The application form shall be signed by a person on behalf of the organisation who is duly authorised to do so.
- 12) Full and complete information may be provided and a separate sheet/s of paper duly signed, may be used if necessary.
- 13) Validity of the tender is till June 30, 2018 from the date when deployment is advised.
- 14) Application containing false or inadequate information is liable for rejection.
- 15) The service provider (successful bidder) has to deploy two(2) Sniffer dogs with two(02) Handlers at BMOP, RBI, Patna main gate or at any other places as desired by the office.
- 16) The dogs should be within the age of 6 years and should be subjected to physical fitness and olfactory tests by a veterinary doctor. A certificate in this regard, should be submitted for each Sniffer Dog.
- 17) If work is awarded, the contractor must submit Workmen Compensation Policy for his employees which must be valid till the period of the contract.
- 18) The dog should have undergone training initially for at least two (2) months and thereafter, both dog and handler should undergo refresher training every six months.



- 19) The explosive detection dog should undergo recertification every three months.
- 20) The dog should be put through simulated exercises on a regular basis of detecting explosive substance concealed in human being, hidden inside vehicle etc. with the help of training aids.
- 21) Dogs will also be subjected to capability test at local level (Patna) by the office before being actually deployed and contract will be awarded only after their satisfactory performance.
- 22) Each dog is required to conduct at least one practice search every month.
- 23) The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in case of emergency/ contingencies. The Bank shall, if felt necessary, utilise the dogs for sanitation of any of the Bank's premises.
- 24) The dogs will be kept in the kennel made in the Bank's office premises. Maintenance/Cleaning of kennel and litter caused by dogs inside the Bank's premises will be the responsibility of the service provider on daily basis.
- 25) The Service Provider shall ensure that the Sniffer dog does not bite any employee of the Bank or any visitor to the Bank. In case the dog bites any employee of the Bank or any visitor, the service provider will be responsible for the payment of the damages and/or compensation that may be payable to the victim and the Bank shall be absolved of all responsibilities and liabilities in this manner.
- 26) 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.
- 27) The sniffer Dogs should be trained to detect all Kinds of low and high explosives e.g. Ammonium / Potassium Nitrate, RDX, TNT Gunpowder, PEK, Pentaerythritol Trinitrate (PETN), Triacetone Triper Oxide (TATP) etc.
- 28) This contract will be initially valid from October 01, 2017 to June 30, 2018 and will be considered for further extension of two years subject to satisfactory services.



- 29) Escalation Clause: The rates can be increased based on the revision of Minimum Wages, increase in CPI Index etc. only on Annual basis and at the time of the renewal/extension of the contract.
- 30) The handlers deployed by the service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the service provider and in no case, shall a relationship of the employer and employee between the said persons and RBI, Patna Office shall accrue/arise implicitly or explicitly. It will be the responsibility of the Service provider to ensure that no liability on this count should devolve on RBI, Patna in respect of workers deployed by him.
- 31) That in case any of the persons so deployed by the Service provider does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the service provider shall immediately withdraw and take suitable action against such persons on the report of the RBI, Patna in this respect. Further, the service provider shall immediately replace the particular person so deployed on the demand of the RBI, Patna in case of the aforesaid acts on the part of the said person.
- 32) The service provider should ensure that the dogs deployed undergo periodical test (preferably at Government authorised testing institutes) and checks at their own cost and necessary test certificate as well as dog health certificate should be submitted to Bank.
- 33) The service provider shall submit medical certificates for the dogs as well as handlers before they are pressed into service stating that they do not suffer any illness which will hamper their efficient functioning and the dogs are immunized. A certificate regarding immunization should be submitted.
- 34) If the dog or handlers is unable to attend duty due to sickness/ill health, the service provider shall provide suitable substitute having the same capability and competence.
- 35) The service provider shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him in the premises of the RBI, Patna. For the purpose of proper identification of the employees of the service provider deployed for the work should be issued identity cards



bearing their photographs/identification etc. and such employees shall display their identity cards at the time of the duty.

- 36) That the service provider shall be liable for the payment of wages and all other dues which they are entitled to receive under the provisions of Minimum Wages Act, 1948 and other relevant statutory enactments.
- 37) That the service provider shall comply with or cause to be complied with the Notifications issued by Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns to the authorities concerned. The service provider should pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in our premises.
- 38) That the service provider shall make the payment of wages etc., to the persons so deployed in the presence of representative of RBI, Patna Office and shall on demand furnish copies of wage register/ muster roll etc., to the RBI, Patna Office for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Service provider to ensure that he is fulfilling his commitments towards his employees so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The Service provider must comply with the provisions of The Contract Labour (Regulation & Abolition) Act 1970 at his own cost and the rules made there under the Govt. from time to time.
- 39) The Service provider shall comply with the statutory provisions of The Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act 1965; The Minimum Wages Act 1948, Employees Liability Act 1938; Employment of Children Act 1938; Maternity Benefit Act/and/or any other rules/regulations and/or statutes that may be applicable to them. The service provider shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other



statutory provisions and shall further keep the RBI, Patna indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions.

Service provider's failure to fulfil 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, Patna shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the service provider's monthly payment and Security Money Deposit.

- 40) In the event of the service provider committing a default or breach of any of the provisions of the Labour Laws including the provisions of The Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Patna a sum as may be claimed by RBI, Patna.
- 41) The service provider shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Patna.
- 42) The service provider shall remove all Dogs with Handlers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Patna and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the RBI, Patna either explicitly or implicitly.
- 43) The Service Provider shall deposit Bank Guarantee equivalent to two month's payments (excluding GST) as Security Deposit and the same shall be subject to changes if there shall be any revision of payments during the period of contract. The said Bank Guarantee will remain in force till the expiry of the contract and the same shall be renewed in case the contract is extended for further period.
- 44) The Bank Guarantee deposited by the Service Provider shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Service Provider and /or loss/damage, if any, sustained by the RBI, Patna on account of failure or negligence of the



staffs deployed by it or in the event of breach of the agreement by the Service Provider.

- 45) That the service provider shall keep the RBI, Patna indemnified against all claims whatsoever in respect of the employees deployed by the service provider. In case any employee of the service provider so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the service provider to contest the same. In case RBI, Patna is made party and is supposed to contest the case, then RBI, Patna will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the service provider to RBI, Patna on demand. Further the service provider shall ensure that no financial or any other liability comes on RBI, Patna in this respect of any nature whatsoever and shall keep RBI, Patna indemnified in this respect.
- 46) That the service provider shall ensure that the persons deployed do not allow any movable property of the RBI, Patna to be taken out of the premises without a gate pass signed by the designated officials of the Bank.
- 47) In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Patna or his nominee.
- 48) The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office on resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Regional Director, RBI, Patna shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 49) The arbitrator may give interim awards and / or directions, as may be required.
- 50) Subject to the aforesaid provisions of the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof



from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

- 51) The service provider shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.
- 52) During the period of agreement the contract may be terminated by the Regional Director, RBI, Patna by giving two months' notice or on payment of two month's charges in lieu thereof. Also the contract may be extended with mutual consent of both the parties up to another two years after expiry of present contract.
- 53) Local representative of the service provider must be available in Patna at all times.
- 54) The RBI, Patna will deduct tax at source and GST as applicable from time to time from the amount payable to the service provider.
- 55) Jurisdiction: All matters pertaining to the agreement to be executed by the successful bidder with the Bank shall be subject to the jurisdiction of the court in Patna only.

* * * * *



Article of Agreement

The agreement is made this _____ day of _____ of the year 2017 between the Reserve Bank of India acting through the Regional Director, Reserve Bank of India, Patna hereinafter called "the Bank" on one part andLtd., herein called the "Service Provider".

WHEREAS the Service Provider has agreed with the Bank for the services of Two (02) Sniffer Dogs with Two (02) Dog Handlers at Bank's Main Office Premises, Reserve Bank of India, Patna as set forth in the schedule annexed upon and conditions of the contract.

In considerations of the payments to be made by the Bank, the Service Provider shall duly perform the said works in the said schedule said forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Bank and will complete the same in accordance with the said conditions of the contract drawn herein and fulfil and keep all the Terms & Conditions herein mentioned (which shall be deemed to be taken as part of this contract as if the same had been fully set forth herein) and the Bank hereby agree that if contractor shall duly perform the said works in the manner of aforesaid and observe and keep the same terms & conditions the Bank will pay or cause to be paid to the contractor for the services said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule here to annexed.

The terms & conditions of the contract are enclosed herewith-

Signed and Delivered, For and on behalf of:

M/s.....

Reserve Bank of India

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness Signature:

Witness Signature:

Name:

Name:

Address:

Address:



Terms and Conditions

- 1) The service provider 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, Patna prior to their deployment.
- 2) The service provider should provide trained Dog Handlers with minimum experience of three (3) years. A certificate in this regard, should be submitted for each Dog Handler. They should be smart, with proper turn-out in uniform and should be able to control and handle the sniffer dogs and make optimum use of the Sniffer Dogs' ability. Proper Uniform along-with liveries and valid Identity Card should be issued by the Service Provider to the Dog Handlers on a periodic basis.
- 3) The service provider shall be responsible for and make good any loss or damage, caused by any act or default, on their part or on the part of their employees/agents to the Bank's property.
- 4) The service provider shall furnish certificate of registration/license from the competent Government authorities. They will ensure compliance with all laws relating to animal safety and prevention of cruelty to animals. RBI will not be liable for breach of any prevalent laws.
- 5) Bills for services shall have to be submitted on a monthly basis latest by the 2nd (Second) day of the succeeding month and subject to the correctness of the bill, payment will be generally made by 7th day every month.
- 6) The arrangements with the service provider shall stand terminated in the case of insolvency of the service provider or them entering into any arrangement / compensation with their creditors.
- 7) The service provider shall ensure uninterrupted service taking into account the holidays followed by the Bank. In the event of poor/ deficient service 'The Bank' reserves the right to terminate forthwith the arrangement with the service provider.
- 8) The application form shall be signed by a person on behalf of the organisation who is duly authorised to do so.
- 9) Full and complete information may be provided and a separate sheet/s of paper duly signed, may be used if necessary.



- 10) Validity of the tender is till June 30, 2018 from the date when deployment is advised.
- 11) Application containing false or inadequate information is liable for rejection.
- 12) The service provider (successful bidder) has to deploy two(2) Sniffer dogs with two(02) Handlers at BMOP, RBI, Patna main gate or at any other places as desired by the office.
- 13) The dogs should be within the age of 6 years and should be subjected to physical fitness and olfactory tests by a veterinary doctor.
- 14) If work is awarded, the contractor must submit Workmen Compensation Policy for his employees which must be valid till the period of the contract.
- 15) The dog should have undergone training initially for two (2) months and thereafter dog and handler should undergo refresher training every six months.
- 16) The explosive detection dog should undergo recertification every three months.
- 17) The dog should be put through simulated exercises on a regular basis of detecting explosive substance concealed in human being, hidden inside vehicle etc. with the help of training aids.
- 18) Dogs will also be subjected to capability test at local level (Patna) by the office before being actually deployed and contract will be awarded only after their satisfactory performance.
- 19) Each dog is required to conduct at least one practice search every month.
- 20) The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in case of urgency. The Bank shall, if felt necessary utilise the dogs for sanitation of any of the Bank's premises.
- 21) The dogs should be available for duty as and when required by the Bank during the working hours or otherwise in case of emergency/ contingencies. The Bank shall, if felt necessary, utilise the dogs for sanitation of any of the Bank's premises.



- 22) 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.
- 23) The sniffer Dogs should be trained to detect all Kinds of low and high explosives e.g. Ammonium / Potassium Nitrate, RDX, TNT Gunpowder, PEK, Pentaerythritol Trinitrate (PETN), Triacetone Triper Oxide (TATP) etc.
- 24) This contract will be initially valid from October 01, 2017 to June 30, 2018 and will be considered for further extension of two years subject to satisfactory services.
- 25) Escalation Clause: The rates can be increased based on the revision of Minimum Wages, increase in CPI Index etc. only on Annual basis and at the time of the renewal/extension of the contract.
- 26) The handlers deployed by the service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the service provider and in no case, shall a relationship of the employer and employee between the said persons and RBI, Patna Office shall accrue/arise implicitly or explicitly. It will be the responsibility of the Service provider to ensure that no liability on this count should devolve on RBI, Patna in respect of workers deployed by him.
- 27) That in case any of the persons so deployed by the Service provider does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the service provider shall immediately withdraw and take suitable action against such persons on the report of the RBI, Patna in this respect. Further, the service provider shall immediately replace the particular person so deployed on the demand of the RBI, Patna in case of the aforesaid acts on the part of the said person.
- 28) The service provider should ensure that the dogs deployed undergo periodical test (preferably at Government authorised testing institutes) and checks at their own cost and necessary test certificate as well as dog health certificate should be submitted to Bank.
- 29) The service provider shall submit medical certificates for the dogs as well as handlers before they are pressed into service stating that they do not suffer any illness which will hamper their efficient



functioning and the dogs are immunized. A certificate regarding immunization should be submitted.

- 30) If the dog or handlers is unable to attend duty due to sickness/ill health, the service provider shall provide suitable substitute having the same capability and competence.
- 31) The service provider shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him in the premises of RBI, Patna. For the purpose of proper identification of the employees of the service provider deployed for the work should be issued identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of the duty.
- 32) That the service provider shall be liable for the payment of wages and all other dues which they are entitled to receive under the provisions of Minimum Wages Act and other relevant statutory enactments.
- 33) That the service provider shall comply with or cause to be complied with the Notifications issued by Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns to the authorities concerned. The service provider should pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in our premises.
- 34) That the service provider shall make the payment of wages etc., to the persons so deployed in the presence of representative of RBI, Patna and shall on demand furnish copies of wage register/ muster roll etc., to RBI, Patna for having paid all the dues to the persons deployed by him for the work under the agreement. This obligation is imposed on the Service provider to ensure that he is fulfilling his commitments towards his employees so deployed as per the provisions of The Contract Labour (Regulation & Abolition) Act, 1970. The Service provider must comply with the provisions of The Contract Labour (Regulation & Abolition) Act 1970 at his own cost and the rules made there under the Govt. from time to time.



- 35) The Service provider shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; Payment of Bonus Act 1965; The Minimum Wages Act 1948, Employees Liability Act 1938; Employment of Children Act 1938; Maternity Benefit Act/and/or any other rules/regulations and/or statutes that may be applicable to them. The service provider shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Patna 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.

In case of service provider's failure to fulfil 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, Patna shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the service provider's monthly payment and Security Money Deposit.

- 36) In the event of the service provider committing a default or breach of any of the provisions of the Labour Laws including the provisions of The Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Patna a sum as may be claimed by RBI, Patna.
- 37) The service provider shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him in the premises of the RBI, Patna. For the purpose of proper identification of the employees of the service provider deployed for the work should be issued identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of the duty.
- 38) The service provider shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Patna.



- 39) The service provider shall remove all Dogs with Handlers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Patna and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the RBI, Patna either explicitly or implicitly.
- 40) The Service Provider shall deposit Bank Guarantee equivalent to two month's payments (excluding GST) as Security Deposit and the same shall be subject to changes if there shall be any revision of payments during the period of contract. The said Bank Guarantee will remain in force till the expiry of the contract and the same shall be renewed in case the contract is extended for further period.
- 41) The Bank Guarantee deposited by the Service Provider shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Service Provider and /or loss/damage, if any, sustained by the RBI, Patna on account of failure or negligence of the staffs deployed by it or in the event of breach of the agreement by the Service Provider.
- 42) That the service provider shall keep the RBI, Patna indemnified against all claims whatsoever in respect of the employees deployed by the service provider. In case any employee of the service provider so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the service provider to contest the same. In case RBI, Patna is made party and is supposed to contest the case, then RBI, Patna will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the service provider to RBI, Patna on demand. Further the service provider shall ensure that no financial or any other liability comes on RBI, Patna in this respect of any nature whatsoever and shall keep RBI, Patna indemnified in this respect.
- 43) That the service provider shall ensure that the persons deployed do not allow any property of the RBI, Patna to be taken out of the premises without a gate pass signed by the designated officials of the RBI, Patna.
- 44) **CONFIDENTIALITY: Non- Disclosure of Information**
 - a) The handlers of the service provider shall not disclose to third party any information regarding Bank's premises which they may have obtained during the course of their association with the Bank.



- b) No party shall disclose any information to any third party concerning the matter of this Agreement. Any proprietary information viz pipeline, layout, production/storage, to be contained in reports or disclosed by one party to other party and all the information shall not be disclosed to any third party without prior written consent of the original disclosing party.
- 45) The Service Provider shall comply with The "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" and for this purpose will be solely responsible for the following:
- a) The Service Provider shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Service Provider. The Service Provider shall ensure appropriate action under the said Act in respect to the complaint.
 - b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
 - c) The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Service Provider is proved.
 - d) The Service Provider shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
 - e) The Service Provider shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- 46) In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Patna or his nominee.
- 47) The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office on resigning or



refusing to work or neglecting his work or being unable to act for any reason whatsoever the Regional Director, RBI, Patna shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- 48) The arbitrator may give interim awards and / or directions, as may be required.
- 49) Subject to the aforesaid provisions of the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 50) The service provider shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.
- 51) During the period of agreement the contract may be terminated by the Regional Director, RBI, Patna by giving two months' notice or on payment of two month's charges in lieu thereof. Also the contract may be extended with mutual consent of both the parties up to another two years after expiry of present contract.
- 52) Local representative of the service provider must be available in Patna at all times.
- 53) The RBI, Patna will deduct tax at source and GST as applicable from time to time from the amount payable to the service provider.
- 54) Jurisdiction: All matters pertaining to the agreement to be executed by the successful bidder with the Bank shall be subject to the jurisdiction of the court in Patna only.
