**Minutes of Pre-Bid meeting and Corrigendum - Providing Services of Private Security Guards at Main Office Premises and Residential Colonies of Reserve Bank of India, Chennai:**

**(E-tender No: RBI/Chennai/Estate/419/22-23/ET/653)**

The Pre-Bid meeting for the captioned work was conducted as mandated in the tender document schedule on February 22, 2023 - at 14:30 hrs. at Conference Room-1, 2nd floor, Reserve Bank of India, Chennai. At the outset, GM (HRMD) welcomed all the participants of the pre-bid meeting and advised the vendors to freely seek clarification on various statutory and non-statutory facets of the tenders. The following staff members of RBI and firms / prospective tenderers were present during the pre-bid meeting:

|  |  |
| --- | --- |
| **Sl. No.** | **Name and Designation of the RBI Official** |
| 1 | Shri S Elango, GM (HRMD) |
| 2 | Capt. Chander Mohan Uniyal, AM(PP)(P&S) |
| 3 | Sqn Ldr Ramandeep Singh Chopra, AM(P&S) |
| 4 | Shri Uppala Nagaraju, AM (HRMD) |
| 5 | Shri Rajesh Bonagiri, AM(Estate) |
| 6 | Shri Tamil Mani P R, Assistant(P&SE) |

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Name of the Firm/Company** | **Name of the Representative** |
| 1 | AP Securitas | Shri K Viswanathan |
| 2 | Firstman Management Services Ltd | Shri Sakthivel V |
| 3 | Naveen Security Services | Shri Gopi Mohanan |
| 4 | BSNP | Shri S Venkatesh |
| 5 | S&IB Services | Shri A Damodaran |
| 6 | Kashi Security Services | Shri J Shanmugam |
| 7 | SIS Limited | Shri Haridoss M |
| 8 | ISI – India | Shri Ananthakrishnan R |
| 9 | Alert Security Services | Shri K Mohanraj |
| 10 | Rakshak Security Services | Shri S Rajan |
| 11 | Thirumal Facilities Service | Shri P Lawrence |

Queries raised by the above companies / firms vis-à-vis clarifications are as follows:

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Queries / Proposals** | **Clarification furnished by RBI Officials** |
| 1 | According to the tender document, the PSA should be a DGR-registered or -empaneled agency. Is it better for PSA to be previously DGR registered or currently DGR registered? | PSA should have a present DGR registration and other terms and conditions remain valid as per para 2 of technical bid. |
| 2 | Whether any exemption of EMD is applicable? | No |
| 3 | What are the locations where the security guards are to be deployed and number of security guards to be deployed in each location. | The deployment details of security guards are as follows:   |  |  | | --- | --- | | Locations | No of Security Guards to be deployed | | Main Office Premises | 02 | | Anna Nagar | 18 | | Besant Nagar | 09 | | CH Road | 06 | | KK Nagar | 09 | | SAF Games Village | 12 | | PH Road | 12 |   However, the Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or any time during the tenure of contract. |
| 4 | What if the PSA quote Zero in any of the individual components like Uniform Charges, Accessories etc. mentioned in **Annexure A** i.e. detailed breakup of the charges quoted? | It is expected that the PSA should quote the optimum charges considering all the factors in all the individual components as mentioned in the Annexure A. It is reiterated that no charges to be recovered from the security guards. |
| 5 | Is there any specific format for the solvency certificate to be submitted? and can tenderers submit a generic solvency certificate for participation? | Yes. The format of the solvency certificate may be found in Annexure IX. However, tenderers may submit a generic solvency certificate subject to the said certificate being issued not later than six months from the last date of the tender submission. |
| 6 | Whether components like National Holidays, Festival Holidays, Casual Leave are to be quoted in the Statutory components in Price Bid? | It is mentioned in the tender document that any other statutory charges (if applicable) may be quoted. However, any violation in statutory components is viewed seriously by the Bank. PSA is required to quote all mandatory statutory charges correctly. Any violation in this regard, bid is liable to be rejected by the Bank. |
| 7 | Is there any specific format for Bank guarantee to be submitted in lieu of submission of Earnest Money Deposit? | Yes. The format of Bank Guarantee for Earnest Money Deposit may be found in the Annexure VII |
| 8 | Is there any minimum limit for the service charges? | PSA is expected to quote efficiently workable service charges. Please refer to the page no.44, tender document. |

2. Above clarifications are issued for the information for intending bidders. Minutes of pre-bid meeting shall form the part of bid document / Agreement. All the terms and conditions and specifications of the bid document shall continue to remain same. Hence, it shall be signed and submitted along with the tender by the tenderers. Submission of Bids shall be construed to be in conformity with the bid document and above clarifications.

**Corrigendum:**

**Reference:** Para B(i) in Estimated Cost & Cost of previous works under Technical Bid (Part I) on page no.16.

|  |  |  |
| --- | --- | --- |
| **S.No** | **Existing Clause** | **Revised Clause** |
| 1 | Three similar works (providing security guards) each costing not less than ₹1,24,48,000/-. | Three similar works (providing security guards) each costing not less than ₹1,24,80,000/-. |

3.It is intimated the following annexures may be included as part of the tender document.

1. **PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**
2. **Proforma for Undertaking / Declaration /Certificate regarding debarment & Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India**
3. **Format for Letter of Authorisation / power of attorney for signing of application/proposal.**
4. **FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK (On Bankers’ Letter Head)**

**Annexure-VII**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Regional Director

--------------------

-------------------

-------------------------

Dear Sir,

Name of Work : ……………………………………………………………………………….

Ref.: NIT/Advt.No. date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the „RBI‟) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of **₹.\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)** as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_\_, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of **₹\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)** in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**Name of the Bank)** do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)

2. We also agree to undertake to and confirm that the sum not exceeding ₹\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

1. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)
2. Our liability under these presents shall not exceed the sum of ₹\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)
3. Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
4. This guarantee shall remain in force up to\_\_\_\_\_\_\_\_\_\_ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
5. Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_\_\_\_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within\_\_\_\_\_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

**Instructions for Proforma for Undertaking/Declaration/Certificate:**

1. Contractor should ensure that the instructions/ directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workmen from containment area or under quarantine should not be deployed for work. Further, you are required to closely monitor the staff deployed to the Bank and in case of any staff/family member of staff is found ‘Covid’ infected, action to be taken to replace the staff at once. Staff should be sensitised to follow strict social distancing norms while they remain deployed. You shall provide them with necessary gloves, masks, sanitizer, etc., at no extra cost to the Bank. Further, you shall indemnify and keep indemnified the Bank from any financial/ legal liability arising out of your failure, fault or negligence in complying-with the above instructions. Any hindrance to the work due to COVID-19 pandemic or any other reasons shall be intimated to the Bank’s engineer**.**
2. A bidder is liable for debarment/disqualification from bidding on the following grounds:
3. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
4. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
5. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
6. any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
7. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
8. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
9. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
10. obstruction of any investigation or auditing of a procurement process.
11. making false declaration or providing false information for participation in a process or to secure a contract.
12. failed to disclose conflict of interest.
13. failed to disclose any previous transgressions made in respect of the provisions of sub- clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
14. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
15. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
16. Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

**Note:** The intending bidder who satisfied the above parameters must submit a copy of Undertaking / Declaration /Certificate on their Letter Head duly signed by the authorized signatory in the format given at **Annexure B and Annexure C.**

If the Undertaking / Declaration /Certificate submitted by the bidder is found to be false, his/her/its tender/ Work Order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit may be initiated and the Bank may also debar the bidder from participating in tenders invited by the Bank in future.

**Annexure B**

**Proforma for Undertaking / Declaration /Certificate regarding debarment**

(To be submitted by bidders on their letters head duly sealed and signed by authorised signatory)

To

The Regional Director

Reserve Bank of India

Fort Glacis, Rajaji Salai

Chennai – 600001

Name of Work: ..............................................................................

1. I/We ............................. (Name of the bidder) declares that

a) I/we or any of our allied firm\* is/ are not debarred / suspended / blacklisted by any public institution/entity in India or any other country as on ,2022.

b) I/We or any of our allied firm\* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution/entity in India or any other country in last three years as on.

c) We will inform the Bank in writing, in case, I/we or any of our allied firm\* is/are debarred/suspended/blacklisted by any public institution in India or any other country on or before award of work for the captioned work.

2. I/We, ……………………………………………… (Name of the bidder) declare that I/we or our allied firm\*………………………………………… (Name of the allied firm(s) is/are debarred/suspended/blacklisted by ……………… (Name and address of public institution in

India or any other country) and the same effective upto ………(date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

\*Allied firm: A firm would be termed as “allied firm“ if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firm.

**Annexure C**

**Proforma for** **Undertaking / Declaration /Certificate regarding country sharing land border with India**

(To be submitted by bidders on their letters head duly sealed and signed by authorised signatory)

To

The Regional Director

Reserve Bank of India

Fort Glacis, Rajaji Salai

Chennai – 600001

Dear Sir,

Name of Work: ..............................................................................

1. I/We certify that……………. (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders/ revison issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/ We certify that………………….. (Name of the bidder)

1. is not from a country sharing land border with India, or
2. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
3. is from a country sharing land border with India where Government of India has extended lines of credit, or
4. is from a country sharing land border with India where government of India is engaged in development projects

(Strike out whichever of the above is not applicable)

I / We further certify that ……………………. (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above refer Office Memorandum and its subsequent orders/ revision. I/we……………… (Name of the bidder) will not subtract any work to contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/order.

I/ We know and understood that, if this Declaration / Undertaking / Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

**Annexure VIII**

**Format for Letter of Authorisation / power of attorney for signing of application/proposal**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We………………………………..………………………….(Name of the Bidder and

address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

………………………… ……………………………………..…… ……… (Name and

residential address of Power of Attorney holder) who is presently employed with us and holding the position of ………………………………………………………….………………. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for  **Providing Services of Private Security Guards at Main Office Premises and Residential Colonies of Reserve Bank of India, Chennai** including signing and submission of all documents and providing information / responses to P&SE Department,RBI, Chennai representing us in all matters before RBI Chennai, and generally dealing with RBI Chennai in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney

Pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s

Stamp/Seal of the Bidder

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

**Annexure IX**

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

**(On Bankers’ Letter Head)**

Place:

Date:

**Shri. S. M. N. Swamy**

**Regional Director for Tamil Nadu & Puducherry**

**Reserve Bank of India**

**Estate Department**

**Fort Glacis, Rajaji Salai**

**Chennai - 600 001.**

This is to certify that to the best of our knowledge and information M/s. /Shri.............. a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹..............(Rupees

............................................................).

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

For the Bank with Name, Designation & Seal

Note:-

(i) Bankers' certificates should be on letter head of the Bank

(ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.