

National Museum Institute of History of Art, Conservation and Museology,

First Floor, National Museum Campus, Janpath, New Delhi-110011

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TENDER DOCUMENT

For providing Security Services to National Museum Institute at its campus

A-19, Institutional Area, Sector-62, Noida, UP.

Tender Document Fee: 1000/- (In the form of Demand Draft)

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SECTION-I
INVITATION FOR THE BIDS

Sub: Notice Inviting Tenders for engagement of Security Agency for providing security services in the National Museum Institute at its campus i.e. A-19, Sector-62, Noida, UP.

1. The National Museum Institute of History of Art, Conservation & Museology (NMIHACM), is a Deemed to be University fully funded by the Ministry of Culture was established as a Society in January 1989 and declared Deemed to be University on 28th April 1989 on recommendation of the University Grants Commission. This is the only University/Deemed University in India, which exclusively imparts teaching & training in the subjects related to museum. It is presently functioning in the National Museum premises.
2. Sealed Bids are invited on behalf of National Museum Institute under two bid system from reputed, well established and financially sound security service providers to provide/deploy the uniformed trained manpower for the security services at its campus i.e. A-19, Institutional Area, Sector-62, Noida, UP.
3. The bids duly filled in all respect enclosing necessary documents may be submitted at **Registrar, National Museum Institute, A-19, Institutional Area, Sector 62, Noida**, so as to reach **within three weeks from the date of publication of Tender Notice, i.e. 21.06.2022 at 5.00 p.m.**
4. The Technical bids will be opened **after one month from the date of publication of advertisement i.e. 30.06.2022 at 3.30 p.m.** in the **Conference Hall, First Floor, National Museum Institute, A-19, Institutional Area, Sector 62, Noida** in the presence of bidders who may wish to be present, either by themselves or through their authorized representatives.
5. Tenders should be accompanied by E.M.D. for an amount of Rs. **Fifty thousand only** to be submitted in the form of Demand Draft in favour of "NATIONAL MUSEUM INSTITUTE OF HISTORY OF ART, CONSERVATION AND MUSEOLOGY" payable at Noida. To claim the exemption, the bidders are required to submit an undertaking in terms of Ministry of Finance, Deptt. of Expenditure OM No. 9/4/2020-PPD date 12th November 2020.

Last date for receipt of Tender: 21.06.2022 upto 5:00 PM.

Date of opening of Technical Bid: 30.06.2022 at 3:30 PM.

Date of opening of Financial Bid:

The opening date of price bid shall be intimated to the bidders whose offers have been technically qualified.

Sd/-
(Dr Savita Kumari)
Registrar Incharge

SECTION -II

IMPORTANT INFORMATION RELATED TO TENDER

1	Purpose of Tender	Engagement of Agency for providing security services at the National Museum Institute in its campus i.e. A-19, Institutional Area, Sector-62, Noida, UP.
2	Earnest Money Deposit	Rupees Fifty thousand only
3	Last Date for Submission	21st June 2022 at 5:00 PM
4	Bid Validity	Six months from the last date of submission of Bids.
5	Address for Submission	Superintendent Incharge National Museum Institute A-19, Institutional Area, Sector-62, Institutional Area, Noida, UP.
6	Date & time of Opening of Technical bid	30.06.2022 at 3:30 PM Conference Room, First Floor, National Museum Institute, A-19, Institutional Area, Sector-62, Noida, UP.
7	Date & time of Opening of Financial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Providers shall be notified on the University website.
8	Contact for any queries	supdt.nmi@gov.in

SECTION -III

INSTRUCTIONS FOR BIDDERS

1. **Scope of Services:** The Scope of Services are given in **Section IV**.
2. **Site Visit:** The bidders are advised to visit the campus to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission and acquaint themselves with the operational system prior to the submission of the tender documents. The cost of visit shall be borne by the bidder.
3. **Clarifications:** Prospective tenderers may send their queries, if any, latest by 10 days prior to due date for submission of Tender. National Museum Institute shall issue necessary clarifications and amendment, if any, to the tender documents. Such clarifications/ amendments shall be uploaded on the website www.nmi.gov.in only.
4. **Eligibility Criteria:**
 - (a) The Registered Office or one of the Branch Offices of the tenderer should be located either in New Delhi and NCR.
 - (b) The bidder should either be registered as a Company under Companies Act 1956/2013 or as a Partnership firm (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence as such entity for not less than three years before 31/03/2022. Bids of tenderers having the status of sole proprietorship firms shall not be considered at all.
 - (c) The bidder must have a valid (as on bid submission date) license for past three years for security services as stipulated under the **Private Security Agencies (Regulation) Act, 2005** and as amended/ revised from time to time. The security guards deployed by the agency should satisfy the eligibility conditions stipulated under the said Act and should have been properly trained under a supervisor. As the Act has provision for preference to ex-servicemen so at least 50% of the guards deployed by the agency should be ex-servicemen and all the guards and supervisors must be at least matriculate who can read and write in Hindi and English languages.
 - (d) The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
 - (e) The bidder should be providing similar kind of services during last three financial years and current financial year (i.e. providing security services through Ex-Servicemen/ Civil Guards) in Regulatory Bodies, Large Educational /Research Institutions, Universities run by Central Government/State Government Departments, Public or Private Sector Companies / Undertakings, Autonomous Bodies.
 - (f) The bidder must have achieved **minimum annual turnover of Rs. One crore** during last three completed financial years and should be profit making entity.
 - (g) The bidder should have their own Bank Account in the name of the agency/Firm/ Proprietor.
 - (h) The bidder should be registered with Income Tax and Goods and Service Tax departments.

- (i) The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act) and should be in compliance of applicable and relevant labour laws.
- (j) The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities or in violation of the Private Security Agencies (Regulation) Act, 2005.
- (k) No past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. An undertaking to this effect shall be submitted by the bidder.

5. Documents required in support of eligibility and qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) Self-attested copy of Telephone Bill/Electricity Bill/Registered Lease Deed indicating the address at New Delhi evidencing its location in such territory in the last three financial years and current financial year.
- (b) Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a Partnership Deed duly registered under the Partnership Act.
- (c) Self-attested copy of currently valid license for security services of the Private Security Agencies (Regulation) Act, 2005 and also for the last three years.
- (d) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (e) Statement of average annual turnover of last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (f) Audited Balance Sheet along with Profit & Loss Statement of last three financial years.
- (g) EMD of required amount as specified in this tender document.
- (h) Service Tax and Income Tax returns of last three financial years.
- (i) Self-attested copy of Service Tax Registration Certificate for Security Agency, PAN, GSTIN, TIN, EPF and ESIC.
- (j) Self-attested copies of Work Orders and Client's Satisfactory Performance Certificates in support of qualification criteria given in Para 4 above.
- (k) Declaration for not having been blacklisted by any State Government or by Government of India or any other agency as per the format in Annexure-1 of this tender document.

7. Earnest Money Deposit (EMD)

- a. The interested bidders must submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. Fifty Thousand** in the form of a Demand Draft from a scheduled commercial bank, in favour of "NATIONAL MUSEUM INSTITUTE OF HISTORY OF ART, CONSERVATION AND MUSEOLOGY" payable at Noida. To claim

the exemption, the bidders are required to submit an undertaking in terms of Ministry of Finance, Deptt. of Expenditure OM No. 9/4/2020-PPD date 12th November 2020.

- b. Any Bid not accompanied by EMD shall be summarily rejected and will not be considered at all.
- c. EMD of the unsuccessful bidders will be returned to them without interest.
- d. EMD of the successful bidder shall be returned on receipt of Performance Security in the National Museum Institute and after signing the contract.
- e. EMD shall be forfeited if the bidder withdraws his/her bid during the validity period of Tender.
- f. EMD of the successful bidder shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within 15 days of issue of "Letter of offer".

8. Preparation and Submission of Bids:

- a. Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.
- b. All entries in the tender form should be legible and filled clearly.
- c. The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- d. All documents/papers should be numbered, signed and stamped by the Tenderer on each page.
- e. Technical Bid should contain all the documents required and EMD as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement, details of Staff available with the Agency.
- f. Financial Bid should only contain the Price Schedule duly filled as per format given in Section VII. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid is liable to be rejected.
- g. The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than minimum wages applicable in which case the bid shall be rejected.
- h. Both the bids (Technical and Financial) are to be submitted separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as "Tender for Security Services at National Museum Institute, New Delhi".
- i. Sealed Tenders should be addressed and submitted along with requisite documents at National Museum Institute, A-19, Institutional Area, Sector-62, Noida, UP latest by **21st June 2022 till 5:00 PM.**

Late Bids:

Tender (Bid) submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained under any circumstances.

10. Opening of Tenders:

- a. The Tenders shall be opened at the scheduled date, time and venue as mentioned in Tender document by the committee constituted by the competent authority of National Museum Institute. The Tenderers' representative may attend the Tender opening.
- b. The technical bids shall be opened on the scheduled date and time as mentioned in Section-II at Conference Hall, National Museum Institute, A-19, Institutional Area, Sector-62, Noida, UP in the presence of the representatives of the Security Service Providers (restricted to two persons from the side of each bidder), if any, who wish to be present on the venue at that time.
- c. During the tender opening as above, the envelopes containing Technical Bid shall be opened. The envelopes containing Financial Bids shall be signed by all committee members and kept unopened for opening after evaluation of technical bids.
- d. The date and time of opening of financial bids shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of financial bids.

11. Evaluation of Tenders:

- a. **The committee constituted by the NMI shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document and presentation made by the bidder at NMI at a date, time and venue specified by NMI.**

All eligibility conditions have to be satisfied as on the date of submission of bid and not later.

- b. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.
- c. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- d. NMI may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail rejection of the bid of such bidder.
- e. The Technically qualified bids shall only be considered for opening and evaluation of financial bids.
- f. The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- g. In case more than one price bid quoting the same rates are received, the winning bidder shall be selected through lottery.

12. Award of Contract:-

- a. NMI may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. NMI will communicate to the successful bidder that its proposal has been accepted. This letter (herein after and in the condition of contract called the "Letter of Offer") shall prescribe the terms of payment to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- c. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.

13. Performance Security Deposit and Award of Contract:

The successful bidder who is awarded the contract shall be required to deposit a Performance Security 3% of the value of the monthly cost in the form of irrevocable Performance Bank Guarantee from any Scheduled Commercial Bank drawn in favour of "NMIHACM", payable at **NOIDA, Uttar Pradesh** initially for a period of twenty six months. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful Security Service Provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of NMI.

- (a) The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value Rs.100/- (stamp duty to be paid by the tenderer) within 10 days from the date of the issue of "Letter of Offer" by the University.
- (b) If the successful Tenderer fails to execute the agreement and/ or to deposit the required security deposit within the specified time or withdraws his tender, after the intimation of acceptance of his tender or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the University.

14. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract may be extended further for one year at a time on the same terms and conditions subject to a maximum for two years, solely at the discretion of NMI.

15. Commencement of Services

The Security Service Provider should commence the security services within 10 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

16. The Competent Authority of the NMI reserves the right to annul all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.

17. The bidder will be bound by the details furnished by him/ her to NMI while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
18. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Security Service Provider described herein.
19. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
20. This document constitutes no form of commitment on the part of the NMI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Security Service Provider selection process.
21. When any proposal is submitted pursuant to this NIT, it shall be presumed by NMI that the bidder has fully ascertained and ensured about its eligibility to render service as a Security Service Provider. In the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Security Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
22. By acceptance of this document, the tenderer agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the tenderer with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and NMI reserves the right at any time and without advance notice, to change the procedure for the selection of Security service provider.
23. NMI reserves the right to vary/alter/amend the eligibility criteria for the Security Service Provider at any time, in its discretion, before the last date of submission of proposals.
24. The Security Service providers shall comply with and abide by such directions that NMI may issue from time to time.
25. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of NMI and will not be returned under any circumstances.
26. The proposal shall be valid for a period of six months from the last date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive.
27. Any matter relating to the appointment of Security Service Provider or the procedure for the appointment of Security Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the jurisdiction of courts at New Delhi.

SECTION -IV

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the-clock security services in the National Museum Institute Campus at its Campus i.e. A-19, Institutional Area, Sector-62, Noida, UP as mentioned in this tender document.

The agency shall ensure protection of the personnel & property of the NMI, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the NMI campus. In case of any incident such as theft, robbery, fight, fire, accident at NMI campus or any untoward incident detrimental to safety & security of assets of the University, it is the responsibility of Security Agency to coordinate with Security Officer or any officer designated by the NMI in lodging of FIR, legal proceeding etc.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of all assets of NMI campus including offices, academic blocks, hostels and residential complexes etc. entrusted/ covered in the contract.
2. Security Agency will ensure that all instructions passed by the administration from time to time are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be made available to the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorized nodal officer from time to time and the security agency will be responsible for optimum utilization of guards/ security supervisors.
5. The Guards on patrol duty should take care of all the lights, water taps, valves, water hydrants etc. installed over the premises.
6. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the students or by the outsider or by any cattle.
7. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
8. In emergency situations, Security Staff/Supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the disaster plan, if any, Security Personnel should be sensitized for their role in such situations.
9. The Security Guards shall assist the visitors in reaching their desired department/ locations.
10. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
11. Any other duties/responsibilities assigned by the Administration may be incorporated in the agreement. The same shall also be binding on the contractor.

SECTION -V
TERMS AND CONDITIONS

1. **The contract shall tentatively commence from 15.07.2022 and shall continue till 14.07.2023 unless**, it is curtailed or terminated by NMI owing to deficiency of service, sub-standard quality of Security deployed, breach of contract, noncompliance with any relevant labour laws, or change in requirements of the NMI or for any other reasons as stipulated in the contract.
2. The contract shall automatically expire on **14.07.2023**, unless extended further by the mutual consent of contracting agency and NMI.
3. The contract may be extended, on the same terms and conditions or with some additions / deletions/modifications, for further specific period(s) mutually agreed upon by the successful service provider and NMI.
4. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
5. NMI, at present, has requirement of **approximately 12 Security Guards (Male/Female) and approximately 1 Security Supervisor per day**. The requirement of the NMI may further increase or decrease, during the period of initial contract also. The successful bidder, will have to provide additional Security staff, if required on the same terms and conditions.
6. NMI reserves right to terminate the contract anytime without assigning any reason after giving a one month's notice to the selected Security Service Provider.
7. The security personnel deployed shall be the employees of the security agency at all times and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The security persons deployed by the agency should be properly trained, have requisite experience and having the skills for carrying out a wide variety of Security and Fire-Fighting services using appropriate materials and tools/ equipment.
8. The agency shall engage only such guards and supervisors, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The security guards and security supervisor should be physically and mentally fit to perform their duties. The security guards and security supervisors should be below 55 years of age. All the security supervisors should be Ex-Servicemen. The agency shall be fully responsible for the conduct of its staff.
9. The agency at all times should indemnify NMI against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured at all times.
10. The contractor shall have his own establishment/set up/mechanism/training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

11. Place of Duty, Working Hours and Punctuality:

- a. The personnel so deployed shall have to report for duty at the above places or a new location.
 - b. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by NMI from time to time depending upon the requirements.
 - c. The personnel will have to report to the office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by NMI.
12. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the agency deployed, the supervisory staff will patrol/inspect in their areas of responsibility.
13. The guards engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which will invite a fine of Rs.500/- on each occasion and habitual offenders in this regard shall not be allowed to be deployed.
14. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Students/ Visitors/ Attendants and should project an image of utmost discipline. The agency shall have to remove any person in case of staff complaints or as decided by representative of the NMI, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
15. **Compensation**
- a. In case any of agency's deployed staff under the contract is (are) absent, compensation equal to double the wages of number of guards/supervisors absent on that particular day shall be payable to NMI and the same shall be deducted from the agency's bills.
 - b. In case any of agency's guards 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 compensation of double the wages shall be payable to NMI.
 - c. In case any public complaint is received attributable to misconduct/misbehavior of agency's guards, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the agency's bill.
16. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
17. The agency will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
18. It shall be responsibility of the agency to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in NMI invariably wear ID card during office hours.
19. The agency shall replace within twenty four hours any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the

Security supplied by the agency, upon receiving written notice from the Authority. Notwithstanding the above, the NMI shall have the right to ask to change /replace the personnel at any point of time without assigning any reason.

20. NMI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the guards of the agency.
21. The agency shall be responsible for any damages done to the property of the University by the personnel so deployed. NMI will be free to recover it from the security deposit given by the agency or from any other dues or recover as per law.
22. The agency's personnel working in the University should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the University. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
23. The Security staff deployed by agency in the NMI shall not claim any benefit, compensation, absorption or regularization of their services in the NMI either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law/ Act. The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to NMI. In the event of any litigation on the status of the deployed persons, NMI shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of the Court, the NMI is made a party to such dispute, the agency shall take all steps to protect the interest of NMI and the agency shall reimburse the expenditure that would have been borne by NMI to defend itself, if so required..
24. The agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
25. The agency shall be solely responsible for making payment directly to the deployed Security staff by 5th of each month and raise the bill with attendance sheet duly verified for actual shifts manned/operated the personal deployed by the agency and submit the same to NMI by 10th of the succeeding month.
26. 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 NMI from the agency.
27. The security personnel deployed by the agency shall work under overall supervision & direction of the agency and shall be guided by the security officer or any other officer designated by the NMI to the extent required.
28. The agency will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the NMI.
29. Payment to such workers must be made by the agency through e-transfer only. To ensure this, agency will get a bank account opened for every engaged guards.
30. The agency will ensure that workers engaged by it must receive their entitled wages on time. In view of this, the following procedure will be adopted:
 - a. In order to ensure that such workers get their entitled wages by 5th of the following month, the following schedule will be adhered to:

- i. Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii. Monthly bill as per above cycle, will be submitted by the agency on 10th of following month.
 - iii. The agency must ensure that entitled wages of the workers are credited to their bank account by the 5th of the following month, agency will not be given any relaxation in this matter.
- b. While submitting the bill for the next month, the service provider must file a certificate certifying the following:
- i) Wages of workers were credited to their bank accounts on _____ (date)
(Copy of bank statement enclosed in respect of personal deployed at NMI).
 - ii) ESI Contribution relating to _____ no. of workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed in respect of personal deployed at NMI).
 - iii) EPF contribution relating to _____ no. of workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed in respect of personal deployed at NMI).
 - iv) The agency is complying with all statutory Labour Laws including Minimum Wages Act.
- c. The agency should submit the bill in accordance with the above time schedule.
34. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of security personnel deployed by it. There shall be no claim by such deployed persons of any employment in NMI. The persons deployed by the agency in the NMI shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against NMI.
 35. The agency shall be solely responsible for the redressal of grievances if any of its staff deployed at NMI. The NMI shall, in no way, be responsible for settlement of such issues whatsoever.
 36. The NMI shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff deployed by agency in the course of their performing the functions/ duties or for payment towards any compensation.
 37. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/ suspicious objects/ persons in the buildings/ premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
 38. The agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters.
 39. The agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour bonus and any other applicable law in respect of the persons deployed by them in NMI. NMI shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.

40. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NMI to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
41. The agency shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to NMI or any other authority under Law.
42. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by NMI.
43. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the NMI is put to any loss/obligation, monetary or otherwise, the NMI will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
44. The agency shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in NMI, which shall be a condition precedent for payment of its bills.
45. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Security Service Providers will be liable to be forfeited by NMI besides, annulment of the contract and other legal recourse.
46. The successful bidder who is awarded the contract by NMI will retain all the documentary proof/papers deposited with the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and GST. All such documents/papers will be necessarily submitted within seven days by the Security Service Provider as and when they are requisitioned by NMI, failing which a penalty of Rs.100/- per day shall be deducted from the monthly bill of the agency.
47. The NMI reserves the right to withdraw/ relax any of the terms and condition mentioned above so as to overcome any problem encountered at a later stage for the smooth and timely provision of services.
48. Any delay or forbearance on the part of NMI or any waiver of its rights or condonation of any acts, on the part of NMI shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

Section VI
BIDDER DETAILS FORM

Tender for Providing Security Services to National Museum Institute

Sr. No.	Description	Information
1	Name of Tendering Security Service Provider	
2	Date of Incorporation of Company (Attach ROC Registration Certificate/ Registered Partnership Deed);	
3	Details of Earnest Money Deposit	DD No. _____ date _____ of Rs. _____ drawn on Bank payable at NATIONAL MUSEUM INSTITUTE OF HISTORY OF ART, CONSERVATION AND MUSEOLOGY, NOIDA
4	Name of Director/ Partner	1. 2. 3.
5	Full Address of Registered Office: Telephone No. : FAX No. : E-Mail Address :	
6	Security Service License (Current & past three years)	
7	Full address of Operating Branch/Office : Telephone No. : FAX No. : E-Mail Address :	
8	Banker of the Security Service Provider (Attach certified copy of statement of A/c for the last Three years)	
9	PAN No./GIR No. : (Attach attested copy)	
10	GST Registration No. (in respect of Security Services) (Attach attested copy)	
11	Employee Provident Fund Registration No. (Attach attested copy)	
12	Employee State Insurance Registration No.: (Attach attested copy)	

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13. Exclusive Income from Security Services of the tendering **Security Service Provider** for the three financial years mentioned below duly certified by a Chartered Accountant (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		
2019-20		

14. Give details of the major similar contracts handled by the tendering Security Service Provider during the last three years (i.e. 2017-18, 2018-19 and 2019-20) in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sr. No.	Name of the Client, Address, telephone No.	Security services provided (Type of Security provided)	Amount of Contract (Rs. Lacs)	Duration of Contract	
				From	To

15. Submit Experience Certificate from at least three clients, to whom services have been provided by tendering security service provider in the past. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.
16. Additional information, if any. (Attach separate sheet, if required)

Signature of authorized person

Name:

Seal:

Date:

Place:

Section VII
FINANCIAL/ PRICE BID

To,
The Registrar
National Museum Institute
A-19, Institutional Area,
Sector-62, Noida, UP.

Ref: Tender for Selection of Security Services Provider for National Museum Institute

Dear Sir/Madam,

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Security Services Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with NMI.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to NMI.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with NMI for provision of Security services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the NMI are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead NMI as to any material fact. We understand that if any point of time it is noticed/ discovered by NMI that as information given by us is false or incorrect or misleading, NMI shall have the right to take such necessary action as it may deem fit including cancellation of contract. It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this.....Day of..... 2022

(Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:

(Name and Address of Company) (Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

PRICE BID:

1. Name of tendering Company/Firm/Agency:

2. Financial Bid :

a) Statutory Liabilities / Taxes / Levies /
Cessas applicable :

Not to be considered for evaluating the Financial Bid

SI.No	Component for Rate	In terms of % of the consolidated wages/emoluments as per statutory requirement
i)	Employees Provident Fund	
ii)	Employees State Insurance	
iii)	Any other liability (please indicate)	

b) Service Charges of the firm : (To be considered while evaluating the Financial Bid)

SI.No.	Category of Security guard	Amount (in Rs.) of remuneration payable to each worker/month	Service Charge in % per worker/month

Signature of Owner/Managing Partner/
Director of the Firm

Name:.....

Firm's Seal

Address & Ph. No.

Date:

Place:

Note: Incomplete bid or columns left blank will render the bid rejected.

Section VIII
SELF-DECLARATION - NO BLACKLISTING

The Registrar
National Museum Institute
New Delhi

Dear Sir/Madam,

Ref: Tender for Selection of Security Services Provider for National Museum Institute

In response to the Tender Document for Selection of Security Services Provider for NMI, I/We hereby declare that presently our Company/Firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body.

We further declare that presently our Company/ firm is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/PSU/Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Yours faithfully,

Signatures
Name :
Seal of the Organization

Place:
Date: