

REQUEST FOR PROPOSAL (RFP) FOR HIRING OF PRIVATE SECURITY GUARDS (UNARMED) IN PRIME MINISTERS MUSEUM AND LIBRARY

Tender No: PMML/e-tender/Security Guards/2024-25 (Participation through E-Tender only)

Visit: <https://nmml.ewizard.in>
(E-wizard helpdesk 011:49606060)



**PRIME MINISTERS MUSEUM & LIBRARY
TEEN MURTI HOUSE
NEW DELHI – 110011**

May 2024

PRIME MINISTERS MUSEUM & LIBRARY

REQUEST FOR PROPOSAL FOR HIRING OF PRIVATE SECURITY GUARDS (UNARMED) IN PMML

E- tenders on behalf of the Director, Prime Ministers Museum and Library (PMML), are invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound agencies/ Companies for providing Security Guards in PMML as under:

S No.	Description	Schedule
1	e-Tender No.	PMML/e-tender/Security Guards/2023-24
2	Name of Work	HIRING OF PRIVATE SECURITY GUARDS (UNARMED) IN PMML
3	Cost of the Tender Documents	NIL
4	Earnest Money Deposit (EMD)(Tender Security)	Rs. 2,00,000/-
5	Tender Processing Fee (Non-refundable)	Rs. 2,000/-+ GST @18% (Non- Refundable) payable to M/s ITI Ltd through e-payment. For clarification/ registration for e- tendering etc. Contact Mobile:9355030617,e-wizard helpdesk 011-49606060 & https://nmml.ewizard.in
6	Date & Time of sale of e-Tender(Online)	15-05-2024
7	Date of Pre-Bid Meeting	21-05-2024 at 2:00 PM in PMML
8	Last Date & time of Submission/uploading of Bids (Online)	31-05-2024 by 3:30 PM on https://nmml.ewizard.in
9	Date & Time of Online Opening of Technical Bids	31-05-2024 at 4:00 PM
10	Date & time for opening of Financial Bid for Technically qualified bidders only.	Date & time for opening of Financial Bid will be intimated in due course.
11	Venue of Opening of Technical & Financial Bids	Prime Ministers Museum and Library, Teen Murti House, New Delhi - 110 011.
12	Bid Validity Period/Validity of Bid offer for Acceptance	180 days from the date of last date of submission of the tender
13	Address for Communication & Opening of Tenders	Director, Prime Ministers Museum & Library, Teen Murti House, New Delhi-110011.

14	Availability of Tender Documents (For download)	Tender can be downloaded from https://nmml.ewizard.in and can also be viewed/downloaded free at website: https://nmml.ewizard.in . PMML may issue Addendum(s)/Corrigendum(s) to the Tender Document, if any, which can also be viewed on website www.pmml.nic.in
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1. Proposals shall be submitted as per the “Instructions to the Bidders” Section.
2. Proposals shall be treated as incomplete and are liable to be summarily rejected if the requested parties do not submit all supporting documents or do not furnish the relevant details.
3. The validity of the offer shall be One Hundred and Eighty (180) days from the opening of the Technical Proposals.
4. The PMML does not bind itself to accept the lowest proposal and to give reason for any decision taken in respect of this Tender including cancellation.

Director
Prime Ministers Museum and Library
Teen Murti House
New Delhi – 110011

Section1

1. Instructions to Bidders

1.1. Name of Client and address: Prime Ministers Museum and Library, Teen Murti House New Delhi 11001.

1.2. Method of Selection: Quality & Cost Based Selection (QCBS)

1.3. Name of the Assignment: Hiring of Private Security Guards (Unarmed) in PMML

1.4. Sections of this Bid Document:

- Instructions to Bidders
- Terms of Reference
- Formats for Submission of Tender Document

1.5. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1.6. Failure to comply with the requirements of this RFP may render the Proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:

- Comply with all requirements as set out within this RFP.
- Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- Include all supporting documentations specified in this RFP.

1.7. Bid Security/Earnest Money Deposit:

Earnest Money Deposit of Rs. 2,00,000/- in the form of Bank Demand Draft/Bank Guarantee for any nationalized bank of India, payable to/in favor of “The Director, Prime Ministers Museum and Library” at New Delhi to accompany the Technical Proposal. EMD can also be deposited online through RTGS/ IMPS in the following account:

Account Name: Prime Ministers Museum and Library
Bank Name: ICICI Bank
A/c No. 114505002341
IFSC: ICIC0001145

The EMD shall be valid for a minimum period of 180 days from the due date for the submission of the Tender. **Submission of EMD is mandatory and no MSME Exemption is being given to bidders holding valid MSME Certificates. This is line with Order No. F.9/4/2020-PPD dated 12th Nov., 2020 & No. F.20/2/2014-PPD(Pt.) dated 20th Sept., 2016 of the Ministry of Finance, Department of Expenditure, Government of India.**

1.8. Requesting Clarifications & Issue of Corrigendum:

If the bidder wishes to seek clarification it may do so in writing to PMML at aao.nmml@gov.in. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach on or before 5:00 PM, 20-05-2024 and in the following format:

S. No.	RFP Document Reference			Statement as per RFP	Query by the Bidder
	Page No.	Section No.	Section Name		
1					
2					

- Bidders must adhere to the above template while submitting their queries.
- Any requests for clarifications post the indicated date and time may not be entertained.
- At any time prior to the last date for receipt of bids, PMML may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid conference.
- Any such corrigendum shall be deemed to be incorporated into this RFP.

1.9. Right to Terminate the Process:

PMML may terminate the RFP process at any time and without assigning any reason. PMML makes no commitments, express or implied, that this process will result in a business transaction with anyone.

1.10. Publication of RFP Document:

RFP document will be published on the following websites:

- <https://nmml.ewizard.in>
- www.pmml.nic.in

1.11. Amendments to the RFP and Corrigendum:

1.11.1. Any addendum uploaded on the PMML's website will be binding on all Bidders. It shall be the Bidders responsibility to check PMML's website regularly to make sure that they are up-to-date with any changes made in the RFP.

1.11.2. To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, PMML may, at its discretion, extend the deadline for the submission of the Proposals.

1.12. Authentication of Bids:

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

1.13. Uniformity:

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All pages of the Proposal must be paginated and signed by the authorized signatory.

1.14. Bid Scope:

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work has to be bid for. The scope of work includes: **Hiring of Private Security Guards (Unarmed) in PMML fulfilling all of the Terms of Reference mentioned in Section 2.**

1.15. Consortium:

No Consortium is allowed for bidding

1.16. Subcontracting:

The Bidder shall not be permitted to subcontract any part of its obligations under the Contract.

1.17. Period of Engagement:

The duration of the project is **ONE year** from the day of signing of Contract extendable by another year on mutually agreed terms.

1.18. Cancellation of Appointment / Contract:

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned here under.

1.18.1. If the Bidder is found to have submitted false particulars / fake documents at the time of submitting the RFP for the award of assignment.

1.18.2. If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and

electronic artifacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to appropriate deterrent action as deemed fit by PMML.

1.18.3. If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rate or any other point previously agreed, after PMML issues the Letter of Intent (LOI)/ Letter of Authorization (LOA).

1.18.4. Any recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; in such cases PMML will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in any further activities of PMML.

1.18.5. If the Bidder fails to make written disclosure as per the Disclosure Clauses of this Tender Document, either at the time of submitting the proposal or after the Contract has been signed with the Bidder.

1.18.6. Manipulation of rates by cartelization.

1.19. Conflict of Interest:

1.19.1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of the Contract.

1.19.2. In the event of a conflict of interest, the Bidder is required to obtain “no objection” from PMML in order to qualify to bid.

1.20. Opening of Technical Bids and Evaluation of Bids:

1.20.1. PMML will constitute a RFP Evaluation Committee to evaluate the responses of the bidders.

1.20.2. The RFP Evaluation Committee constituted by the PMML shall evaluate the responses to the RFP and all supporting documents/ documentary evidence.

1.20.3. Any Bidder’s inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

1.20.4. The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final.

1.20.5. No correspondence will be entertained outside the process of evaluation with the Committee.

1.20.6. The RFP Evaluation Committee may email the Bidders to seek clarifications on their proposals.

1.20.7. The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

1.20.8. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.20.9. The bidders shall be evaluated as per the criteria as mentioned in **Section 2** of this document and bidders scoring a minimum of 70 marks shall be termed as technically qualified.

1.21. Criteria for Evaluation of Technical bids:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in this RFP. Bidders who are termed Technically Qualified by the Committee upon clearing the **Minimum Technical Eligibility Criteria** will be called for Presentation. Only Agency obtaining a total score of 70 (on a scale of maximum of 100) or more in the **Technical Evaluation based on Minimum Technical Eligibility Criteria and Presentation (Award of Marks)** (Point 1.39), would be declared eligible for financial opening. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

1.22. Opening of Financial Proposals:

1.22.1. The Financial Proposals and EMD of all non-qualifying Bidders shall not be opened through the e-tendering portal.

1.22.2. Bidders who qualify in the Technical Proposal shall be informed in writing, or through standard electronic mail, of the date and mode of opening of their Financial Proposals.

1.22.3. The Financial opening of the technically qualified bidders shall be done online/ video conferencing mode or offline mode and date and time for the same shall be duly informed.

1.23. Criteria for Evaluation of Financial bid:

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

The lowest evaluated Financial bid (**Fm**) will be given the maximum financial score of 100 points. The financial scores (**F**) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

$$F = 100 \times (Fm / Fb)$$

Where, **Fb** =Evaluated amount of financial quote by the particular bidder.

Fm = Lowest evaluated amount of financial quote by the bidder.

1.24. Confidentiality:

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

1.25. Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those Agencies which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, the PMML will use the following formula:

Total points (H): $(0.7 \times T) + (0.3 \times F)$

The bids will be ranked in terms of total points scored. The bid with the highest total points (H) will be considered for award of contract.

Example: If in response to this tender, three bids, A, B & C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B & C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

A: $100/120 \times 100 = 83$ points

B: $100/100 \times 100 = 100$ points

C: $100/110 \times 100 = 91$ points

For combined evaluated points, the process would be as follows:

Bid A: $(75 \times 0.7) + (83 \times 0.3) = 77.4$

Bid B: $(80 \times 0.7) + (100 \times 0.3) = 86$

Bid C: $(90 \times 0.7) + (91 \times 0.3) = 90.3$

Bid C, in this case would be considered as H (Highest total points).

The Evaluation Committee will correct any computation errors, in case of discrepancy.

1.26. Mobilization / Start Date:

The Bidder is expected to commence the Services after signing of the agreement and at the location specified.

1.27. PMML's Right to Terminate the Bidding Process:

PMML makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PMML.

1.28. Performance Security:

1.28.1. Within two weeks of the receipt of notification of award from PMML, the successful Bidder shall submit a Performance Security of 5% of the total contract value either

in the form of a bank draft or Bank Guarantee. Such Performance Security must be valid till the successful completion of the contract.

1.28.2. Failure of the successful Bidder to submit the Performance Security or sign the Contract/Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security. In that event, PMML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the PMML to be qualified to perform the Contract/Agreement satisfactorily. In such cases, a request for extension of validity of Bids shall be sent out to all other qualified Bidders at the earliest in writing or through standard electronic mail, if so required.

1.29. Price Offer and Taxes:

1.29.1. Price shall be quoted in INR and will remain fixed throughout the period of contract.

1.29.2. The Bidder shall submit ONLY ONE Financial Bid. **Prices quoted must be firm and inclusive of all taxes**, and no change alternate/conditional price offers shall be allowed.

1.29.3. Any price escalation due to delays by the selected vendor shall be borne by the bidder.

1.29.4. All rates and prices once agreed in the Contract shall be fixed for the entire duration of the Contract and no requests for enhancements or additions shall be entertained under any circumstances.

1.30. Refund of Earnest Money Deposit:

The EMD of all bidders except the selected one would be refunded within two weeks of signature of Contract with the Successful Bidder.

1.31. Right to Inspect:

PMML reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications/ documents of the Bidder during the evaluation period, as well as throughout the duration of the project.

1.32. Force Majeure:

The selected bidder shall not be liable for any Penalty charges due to delay in execution work/service resulting from any causes beyond the bidders reasonable control including but not limited to compliance with regulations, orders or instructions of Central/State or Municipal Govt. or Agency thereto, Acts of God, Acts of Civil and Military authorities, fires, floods, strikes, lockdowns, war risks, riots and civil commotion's and the bidder will seek extension of delivery period within three weeks of the occurrence of any such event and clearly state the anticipated delay in execution on account of such events. On receipt of

such a request from the bidder, the delivery period be extended up to the time requested for by the bidder, subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event the PMML will be at liberty to cancel the un-executed portion of the Work order without assigning any reason and without payment of any compensation.

1.33. Negligence:

If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the PMML in connection with Work order or shall contravene the provisions of the Work order, the PMML may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, the PMML shall be at liberty to take the Contract wholly or partly out of the hands of the bidder and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for the PMML to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-contracted, as aforesaid. If no such balance is due by the PMML to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the PMML to recover the whole or balance of the amount from the firm by action of law.

1.34. Bankruptcy:

If the supplier shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purposes, or carry on its business under a Receiver, the executors, successor or other representative in law of the estate of the supplier or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the PMML and shall for one month during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such Guarantee as may be required by the PMML but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the PMML by notice in writing to the supplier and the same power and provision reserved to the PMML in the last proceeding clause of taking the work out of the supplier's hands shall immediately become operative.

1.35. Arbitration:

If at any time, any question, dispute or difference whatsoever, shall arise, between the PMML and the bidder, upon or in relation to or in connection with the contract, the provisions of Indian Arbitration and Conciliation Act-1996 and of the Rules there-under and

any Statutory Amendment/ Modification or re-enactment thereof for the time being in-force, shall be deemed to apply to and be incorporated in the contract.

1.36. Jurisdiction of Court:

In case of any dispute between the parties, the Courts at Delhi only shall have the jurisdiction to settle/ decide and adjudicate upon such matters. Before approaching the court of law, and dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause- 1.35 above.

1.37. Minimum Technical Eligibility Criteria:

The following criteria is required to be eligible technically for further consideration in the bid process and non-compliance in any of the criteria mentioned below would disqualify the bidder from proceeding to the next stage of evaluation.

S. No.	Criteria	Supporting Documents requirement
1.	The Bidder must be a registered firm under Companies Act 1956	Registration Certificate to be submitted
2.	Minimum 2 years' experience in the field of Security Services (not MTS & others) only in Central Government/State Government/ PSU/ Autonomous Bodies along with the satisfactory/ performance certificate/ Completion certificate with minimum 25 manpower deployment which should not issue before 31 st Aug, 2018 No relaxation is being given to bidders with valid MSME Certificates.	The bidder should submit documentary proof of providing security services to reputed organizations in the form of Work Orders
3.	The bidder should have an average audited annual minimum turnover of Rs. 1.00 crore or more per year for the preceding three years. No relaxation is being given to bidders with valid MSME Certificates.	CA certified Audited Balance Sheets for last three years to be submitted (2020 - 2021, 2021 - 2022, 2022 - 2023)
4.	Bidders should also submit relevant tax related documents and any other certifications.	ITR returns for last three years to be submitted PAN & GST Certificates to be submitted
5.	The Bidder or its sister/parent concerns must not have been ever blacklisted/ debarred by any Government/ Semi Government Organization or Corporation in India, at any stage. Also, bidders should not carry a track record of poor execution of work in said organizations at any point in time.	An undertaking supporting this should be attached.
6.	The prospective bidder should have a local office in Delhi NCR	Details of Office in Delhi NCR should be mentioned

1.38. Presentation by the Bidder:

The bidder fulfilling the Minimum Technical Eligibility Criteria will be invited for a presentation in the premises of the PMML at a designated date and time. The vendor needs to present its company profile, capabilities, scope of work adherence and experience in a 20 minutes presentation in front of the Technical Evaluation Committee.

1.39. Technical Evaluation based on Minimum Technical Eligibility Criteria and Presentation (Award of Marks):

S. No.	Technical Criteria	Maximum Marks
1.	Financial strength (turnover) for last three years i.e. 2020 - 2021, 2021 - 2022, 2022 - 2023 (minimum 1.00 crore in each year) i. 1.00 – 2.00 Cr : 5 marks ii. 2.01 – 4.00 crore : 10 marks iii. 4.01 – 6.00 crore : 15 marks iv. Above 6.01 crore – 20 marks	20
2.	Past experience in similar projects in government agency such as Centre/State Govt, PSUs, Autonomous Bodies along with the satisfactory/ performance certificate/ Completion certificate with minimum 25 manpower deployment which should not issue before 31st Aug, 2018 (minimum 2 years) i. Upto 25 at least in one office during one year – 5 marks ii. 25 - 50 at least in one office during one year – 10 marks iii. 51- 100 at least in one office during one year - 15 marks iv. 101 and above at least in one office during one year - 20 marks	20
3.	No. of similar projects completed in government agency such as Centre/State Govt, PSUs, etc (minimum 4) i. 4 projects : 10 marks ii. 5 to 9 projects : 15 marks iii. More than 9 projects : 20 marks	20
4.	Submission of all Company related documents such as Balance Sheets, P&L Statements, PAN & GST Certificates etc.	10
5.	The Presentation will be evaluated as per the following parameters: i. Company Profile ii. Capabilities iii. Scope of work adherence iv. Experience of similar works	30
	TOTAL	100

Only Agency obtaining a total score of 70 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in this bid, would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

1.40. All the documents as mentioned in this Section along with the documents as mentioned in Section 2 of this document shall form part of the complete Technical Bid.

The bidder must sign on each supporting statement, undertaking, document, certificate etc. uploaded by it, thereby owning the responsibility for their authenticity and correctness.

1.41. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the PMML on the basis of this RFP.

1.42. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by PMML. PMML may cancel this public procurement at any time prior to a formal written contract being executed.

1.43. Abnormally Low Bids & Unresponsive Bids:

1.43.1. If a firm quotes NIL charges/Consideration, the bid shall be treated as unresponsive and will not be considered.

1.43.2. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India and for predatory pricing and abnormally low bids evaluations.

1.43.3. The bidder with Lowest Service Charge will be awarded the tender.

1.43.4. Following may lead to declare a proposal non-responsive:

- If a proposal is not submitted as specified in the RFP document
- If it is found with suppression of details
- If it is submitted with conditional and partial offers
- If it is submitted without the documents requested in Section 1
- If it has non-compliance of any of the clauses stipulated in the RFP

1.44. Indemnity:

The bidder shall obtain necessary trade and other license/ permission as may be required to carry out the tendered job and at all times indemnify the PMML against all claims which may be made in respect of any right protected by patent, copyright, registration or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply and the entire responsibility towards fulfilment of the Contract. In the event of any claim in respect of alleged breach being made against the PMML, the PMML shall notify the bidder of same, and the bidder shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

1.45. Termination of Contract for default:

1.45.1. The PMML without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

- If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- If the Successful Bidder fails to bid or respond for three consecutive bid given by the OMML without assigning any satisfactory reason to PMML in writing or by email; or
- If the Successful Bidder fails to perform any other obligation(s) under the contract; or
- Laxity in adherence to standards laid down by the PMML; or
- Discrepancies/deviations in the agreed processes and/or Services; or
- Violations of terms and conditions stipulated in this RFP.

1.45.2. In the event the PMML terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the PMML may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the PMML for any increase in cost for such similar Services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

1.45.3. If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the PMML in a timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the PMML.

1.45.4. The PMML's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

1.45.5. In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the PMML at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the PMML shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the PMML, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. PMML or the "Successful Bidder" can terminate the

contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.

- 1.45.6.** Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth herein, (iii) and any right which a Party may have under the Applicable Law.

1.46. Penalty Clause:

- 1.46.1.** After the award of work if the bidder fails to commence the work from the date as mentioned in the agreement, the PMML will levy penalty in the following manner:

- 1.46.1.1.** 20% of cost of order/agreement per week, up to four weeks delays
- 1.46.1.2.** After four weeks of delay, PMML may cancel the agreement and get this job carried out preferably by another agency from open market. The difference, if any, will be recovered from the defaulter-contractor and he shall also be blacklisted from participating in such type of a tender for a period of four years and his Performance Security may be forfeited, if so warranted.

- 1.46.2.** If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the PMML may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

- 1.46.3.** In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

1.46.4. Penalty for noncompliance of Payment of Wages Act:

In terms of Payment of Wages Act 1936, the Bidder is responsible and duty bound to make payment of the monthly wages (even if he has not received the payment from the PMML) to the personnel deployed in the PMML under the contract before the expiry of 7th day after the last day of the wage period in respect of which the wages are payable. Failure to timely payment of wages would attract penalty @ 0.5% per day on the bill amount. Maximum of penalty imposed would maximum be up to 5%. In case of non-payment of wages up to 22nd of the succeeding month for which the payment is due, the Director, PMML have the right to terminate the contract.

1.47. Payment:

- 1.47.1.** The payment will be released to the agency on monthly basis on receipt of invoice, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section 2 of this document for assessment by the PMML. No advance payment will be made. All payments shall be made in Indian Rupees.
- 1.47.2.** The payment would be made within 15 working days from the date of submission of the bill for the previous month along with a copy each of all other documentary proof, which interalia include the following documents, at the beginning of every month in respect of the previous month:
- 1.47.2.1.** Copy of the wages/salary register or bio-metric sheet with the signature of the employees concerned.
 - 1.47.2.2.** Copy of EPF contribution payment challan in respect of the staff deployed in PMML.
 - 1.47.2.3.** Copy of the ESI premium payment challan in respect of the staff deployed in PMML.

Section 2

2. Terms of Reference (ToR) & Scope of Work

2.1. Brief Description of the Project:

The Prime Ministers Museum and Library (PMML) is an Autonomous body under the Ministry of Culture, Government of India desires to engage a credible professional agency for providing Un-armed Security Guards in PMML (PMS).

2.2. Scope of Work:

2.2.1. Providing 20 Un-armed Security Guards (16 Male + 4 Females) & 2 Security Supervisors as per the Criteria listed below:

- **Unarmed Security Guard - Males (16) & Females (4)**

S. No.	Specification	Value
1	Category of Profile	Unarmed Security Guard
2	Category of Skills	Semi-skilled
3	Duty Hours in a day	8 hours
4	Qualification	High School and above
5	Ex-Servicemen	Optional
6	Age Limit	Up to 45 years
7	Years of Experience	3 – 6 years

- **Unarmed Security Supervisor (2)**

S. No.	Specification	Value
1	Category of Profile	Unarmed Security Supervisor
2	Category of Skills	Skilled
3	Duty Hours in a day	10 hours per day
4	Qualification	Secondary School and above
5	Ex-Servicemen	Optional
6	Age Limit	Up to 55 years
7	Years of Experience	6 – 10 years

2.2.2. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages for Central Government vide notification 1/5(6)/2023-LS-II dated 03.04.2023 including Bonus wages + VDS (as per table below) and further as revised from time to time., Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for security works. It will be the responsibility of the bidder to provide details of manpower deployed by him, in the Department and to the Labour department.

S. No.	Description	Ex-Servicemen	Civilian Guard	Lady Guard
1	Basic wages + VDA	23,322	23,322	23,322
2	Bonus @ 8.33% on MW	1942.72	1942.72	1942.72
3	EPF @ 13% on Rs. 15000 (Max)	1950	1950	1950

4	HRA (as per existing contract)	4650	N/A	N/A
5	ESI @ 3.25% on MW	0	0	0
6	Uniform Charges (as per Dress Allowance Order No. 19051/1/2017-E.IV dated 2nd Aug., 2017)	400	400	400
	Total cost on each worker	32,265/-	27,615/-	27,615/-

- 2.2.3.** The bidder shall ensure that all the benefits viz. Provident Fund, ESI, etc. are given to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Bidder to get PF code number allotted by the O/o Regional Provident Fund Commissioner (RPFC) against which the PF subscriptions deducted from the payment of the personnel engaged by him and an equal share of employer's should be deposited with the respective PF authorities within seven days of close of every month. The proof of having paid the PF dues of the workers giving particulars of the employees engaged for the security work, is required to be submitted to PMML. In any eventuality, if the bidder failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, PMML is entitled to recover equal amount from any money due or accrue to the Bidder under this agreement or any other contract and will be deposited with O/o RPFC on behalf of the bidder.
- 2.2.4.** There will be three shifts of 8 hours duration per day i.e. 7.00 am to 3.00 pm, 3.00 pm to 11.00 pm and 11.00 pm to 7.00 am of the next day for the male security guards, 9.00 am to 5.00 pm for the lady Security Guards and for the supervisors there will be two shifts of 10 hours each per day, i.e. from 9.00 am to 7.00 pm and 7.00 pm to 5.00 am.
- 2.2.5.** The staff engaged by the bidder shall be available at all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the PMML. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing instructions agreed upon between the two parties.
- 2.2.6.** The bidder shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information would be given.
- 2.2.7.** The PMML shall have the right to ask for the removal of any person of the bidder, who is not found to be competent and orderly in the discharge of his duty.
- 2.2.8.** The antecedents of staff deployed shall be got verified by the bidder from local police authority and an undertaking in this regard shall be submitted to the PMML.
- 2.2.9.** The staff deployed by the bidder will mark their attendance on the bio-metric attendance system. While raising the bill, the deployment particulars of the personnel

engaged during each month, shift wise, if any, should be produced as evidence. The bidder has to give an undertaking (on the prescribed format), duly countersigned by the concerned official of the PMML, regarding payment of wages as per rules and laws in force, before receiving the subsequent payment.

- 2.2.10.** The bidder and his staff shall take proper and reasonable precautions to preserve materials from loss, destruction, waste or misuse of the areas of responsibility given to them by the PMML and shall not knowingly lend to any person or company any of the effects of the PMML under his control.
- 2.2.11.** The security staff engaged by the bidder shall not accept any gratitude or reward in any shape from anybody.
- 2.2.12.** The bidder shall be responsible to maintain all property and equipment of the PMML entrusted to him. Any damage or loss caused by bidder's persons to the PMML in whatever shape would be recovered from the bidder.
- 2.2.13.** However, the bidder will not be held responsible for the damages/sabotage caused to the property of the PMML due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- 2.2.14.** The personnel deployed at the PMML should be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. PMML shall have the right to have any person removed in case any staff/visitor complaints or as decided by representative of the PMML if the person is not performing the job satisfactorily or otherwise. The bidder shall have to arrange a suitable replacement in all such cases.
- 2.2.15.** The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and various other Acts as applicable from time to time, with regard to the personnel engaged by the bidder for the service at the PMML.
- 2.2.16.** Every employee so engaged by the bidder shall wear uniform and a badge bearing his/her name, while on duty. The said uniform and badge shall be provided by the bidder at his own cost.
- 2.2.17.** Only physically fit personnel shall be deployed for duty by the bidder.
- 2.2.18.** The manpower so deployed by the agency shall be trained in fire-fighting duties and able to handle fire-fighting equipments/ gadgets and for the purpose, the agency will arrange regular periodical trainings to its guards posted in the museum.
- 2.2.19.** In case of any changes in the minimum wages as per the Applicable Laws during the contract period, Buyer shall pay the service provider the difference in wage from the amount mentioned in the contract on pro rata basis.

2.2.20. The cost of the contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

2.2.21. All applicable taxes and duties except GST, shall be payable by the service provider and the Buyer shall not entertain any claims whatsoever with respect to the same, as the price quoted is inclusive GST.

2.3. Terms of Reference:

2.3.1. The bidder shall bear all costs associated with the preparation and submission of his bid and the PMML will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2.3.2. In case any of the bidder's personnel deployed under the contract is absent on any working day, a penalty equivalent to the day's wages for the number of security staff/supervisors absent on that particular day shall be levied by the PMML and the same shall be deducted from the bidder's bills.

2.3.3. In case any of bidder's personnel deployed under the contract fails to report in time and the bidder is unable to provide suitable substitute in time for the same, it will be treated as absence and penalty shall be levied.

2.3.4. In case any public complaint is received attributable to misconduct/ misbehaviour against security personnel deployed by the bidder, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from bidders bill. Further, the personnel concerned shall be removed from the system immediately.

2.3.5. Any liability arising out of any litigation (including those in consumer courts) due to any act of the bidder's personnel shall be directly borne by the bidder including all expenses/fines. The concerned bidder's personnel shall attend the court as and when required.

2.3.6. During the course of contract, if any of bidder's personnel are found to be indulging in any corrupt practices causing any loss of revenue to PMML, the PMML shall be entitled to terminate the contract forthwith and forfeit the bidder's Performance Guarantee.

2.3.7. In the event of default being made in the payment of any money in respect of wages of any person deployed by the bidder for carrying out the assignments stipulated under this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, PMML may, failing payment of the said money by the bidder, make payment of such a claim on behalf of the bidder to the said Labour Authorities and any sums so paid shall be recoverable by PMML from the bidder.

- 2.3.8.** The bidder shall ensure that the security staff shall not take part in any staff union and association activities.
- 2.3.9.** The PMML shall not be responsible for providing residential accommodation to any of the personnel of the bidder.
- 2.3.10.** The staff deployed by the bidder are his own men and therefore, not the employees of the PMML and it shall not be under any obligation for providing employment to any of the worker of the bidder after the expiry of the contract, the PMML does not recognize any employee-employer relationship with any of the workers of the bidder.
- 2.3.11.** The bidder will have to deposit the proof of depositing employer's and employee's contributions towards EPF/ESI etc. of a particular quarter along with the bill for the first month of the next quarter in addition to the copies of the challans issued against monthly deposits made for EPF and ESI with the respective authorities in respect of the workers deployed by him at the PMML during the previous month along with his bill for a particular month.
- 2.3.12.** The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

Section 3

3. Checklist of Annexures to be submitted along with other relevant documents:

Note: All Forms / Formats given in the Tender Document MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit even a single Form or submitting any incomplete form will lead to automatic disqualification of the entire bid.

S. No	Description	Submission List	Attached with no deviation (Y/N)
1	Covering Letter	Annexure 1	
2	EMD of Rs./- (refundable)	Mention Details	
3	Company Details	Annexure 2	
4	Power of Attorney	Annexure 3	
5	Experience of undertaking similar assignments	Annexure 4	
6	Format of Bank Guarantee	Annexure 5	N/A
7	Financial Bid Format	Annexure 6	

Annexure 1: Covering Letter

To,
The Director,
Prime Ministers Museum and Library,
Teen Murti House, New Delhi 110011.

Date:

Dear Sir

We, the undersigned, offer to provide the Services for **“Hiring of Private Security Guards (Unarmed) in PMML”** in accordance with your Tender Document. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

- a) We hereby declare that we have fully read, understood and unconditionally accepted the entire scope of work and all terms and conditions of this document. We also declare that we will abide by the details provided to PMML at this stage.
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by PMML, shall be deployed for the project.
- d) If our Bid is accepted, we commit to providing a Performance Security as specified in Section 1 for the due performance of the Contract;
- e) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity.
- f) Breach of any of the above clauses will entitle PMML to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- g) We understand and accept PMML is entitled to accept or reject any proposal without assigning any reason(s).

Yours sincerely,

Authorized Signatory

Seal

Title

Name of the Company

Date

Annexure 2: Company Details -

1. Name of the Bidder:
2. Address of the Bidder:
3. Contact details of the Bidder:
4. Registration details of the Bidder (attach document):
5. Turnover details (last three years) of the Bidder (attach documents):
6. Submission of CA Certified Balance Sheets:
7. Submission of Proof of IT Returns (last three years), PAN & GST details:
8. Details of Earnest Money Deposit:

This is certified that the above facts are complete and correct to the best of my knowledge and belief. This is also certified that this agency is not black listed/ debarred by any Govt. Department and no criminal/consumer case is registered/pending against the agency/tendering firms/company or its owner anywhere in the India. It is declared that the company has not failed in completing any previous agreements.

Authorized Signatory

Seal

Title

Name of the Company

Date

Annexure 3: POWER OF ATTORNEY

TO BE ISSUED BY THE BIDDER IN CASE OF BIDDER AUTHORISING ITS EMPLOYEE TO SIGN DOCUMENTS AND PARTICIPATE IN THE BID

To,
The Director,
Prime Ministers Museum and Library,
Teen Murti House, New Delhi 110011.

Date:

Sir/ Madam,

Know all men by these presents, we _____(name and address of the bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) 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 the bid for **Hiring of Private Security Guards (Unarmed) in PMML**, including signing and submission of all documents and providing information / responses to PMML, representing us in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and agree that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Thanking you,

Authorized Signatory

Representative Signature

Signature attested

Bidder Stamp

Note: A recently issued power of Attorney by the bidder can also be used for bidding in this tender.

Annexure 4: Experience of Similar Assignments

Following documents are to be attached in this annexure:

1. List of similar works undertaken in various Central/ State Government or PSU bodies.
2. Copies of works orders to be attached.
3. Copies of Completion certificates.

Note :

Please note that, the above documents would be referred for the evaluation criteria of the vendor.

Annexure 5: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made on this day of between _____ (Name of the Bank) (hereinafter called the “Bank”) of one part and Prime Ministers Museum & Library (hereinafter called the “PMML”) of the other part.
2. WHEREAS PMML has awarded the contract for **Hiring of Private Security Guards (Unarmed) in PMML** for Rs. _____ (Rupees in figures and words) (herein after called the “contract”) to M/s (Name of the Service Provider) (hereinafter called the “Service Provider”).
3. AND WHEREAS the Service Provider is bound by the said Contract to submit to PMML a Performance Security for a total amount of Rs. _____.
4. NOW we, the undersigned (Name and designation of the signatory) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of the Bank), hereby declare that the said Bank will guarantee the PMML the full amount of Rs. _____ as stated above.
5. After the Service Provider has signed the aforementioned contract with the PMML, the Bank is engaged to pay the PMML, any amount up to and inclusive of the aforementioned full amount upon written order from the Director, PMML to indemnify the PMML for any liability or damage resulting from any defects or shortcomings of the Service Provider or the debts he may have incurred to any party involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected, the Bank will deliver the money required by the PMML immediately on demand without delay without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Providee.
6. The Bank shall pay to the PMML any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
7. THIS GUARANTEE is valid for a period of eighteen months from the date of signing.
8. At any time during the period in which this Guarantee is still valid, if the Director, PMML agrees to grant a time of extension to the Service Provider or if the Service Provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Director, PMML and at the cost of the Service Provider.

9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.
10. The neglect or forbearance of the PMML in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the given time by the PMML for the payment hereof shall in no way relieve the Bank of their liability under this deed.
11. The expressions “the PMML”, “the Bank” and “the Service Provider” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of (Month) _____ (year) being herewith duly authorized.

For and on behalf of the Bank.
Signature of authorized Bank official
Name _____

Designation _____ I.D. No. _____
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness-1.

Signature _____ Name _____
Address _____

Witness-2.

Signature _____ Name _____
Address _____

Annexure 6: Financial Bid

To,
The Director,
Prime Ministers Museum and Library,
Teen Murti House, New Delhi 110011.

Date:

Dear Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our Financial Bid against the Scope for work in Section – 2 as well as details defined in the tender document is as mentioned below:-

S. No.	Description	Percentage
1.	Service charge (including GST) (not less than 5%)	

Our bid shall be binding upon us up to period of validity of 180 days. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory [In full and initials]

Name and Title of Signatory

Name and address of the firm

Date