

Government of Bihar
Directorate of Museums
(Department of Art, culture & Youth)
3rd Floor, Vikas Bhavan (New Secretariat)
Patna – 800 015

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICE / DEPLOYMENT OF
SECURITY GUARDS**

I. NOTICE

Sealed tenders are invited from reputed agencies under “Two-bid” system-Technical Bid (unpriced) and Financial Bid (priced) to provide Security Services / Deployment of Security Guards for Different Museums under the control of The Directorate of Museums (hereinafter called Museum Directorate) and Different Archaeological Sites & Monuments under the control of The Directorate of Archaeology (hereinafter called Archaeology Directorate) on contract basis for a period of two years, which may be extended on satisfactory service, mutual consent and in the light of relevant Government order/order. The list of Museums and Archaeological sites are as on Annexure-I A & I B respectively.

Detailed information of the Tender Document can be downloaded from the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in>. From 21.04.2017 to 15.05.2017. The bidder has to submit non-refundable tender processing fee of Rs. 1000/- (Rupees One Thousand only) and earnest money of Rs. 10000 (Rupees ten thousand only) through demand draft in favour of DIRECTOR, MUSEUMS, BIHAR payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope to be submitted in by 2:00 p.m. on 19.05.2017 at the Office of the Director, Museums, Bihar, Vikas Bhavan, Patna-15. Tenders will be opened at the Office of the Director, Museums, Bihar, Vikas Bhavan, Patna-15 on the date announced by the Directorate of Museums, which shall be properly informed to the bidders. The tenders received late/tenders without Processing Fee/Conditional tenders/ Incomplete Tenders in any respect would be rejected. The Museum Directorate reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the Museum Directorate or as per direction issued to him before rendering its services.

(Taranand Mahto Viyogi)
Deputy Secretary,
Department of Art, Culture & Youth,

Government of Bihar
Directorate of Museums
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II. SCOPE OF WORK

The Service Provider will have to provide 'Security Guards' at different Museums (under Museum Directorate) & Monuments and Archaeological Sites (under Archaeology Directorate), the list of which is given in Annexure-I A & I B along with the proposed number on I C and I D . The Museum Directorate will provide the required number of Security Guards to be deployed at a particular Museum/Monument/Archaeological Site. The number of Security Guards as well as the number of Museums / Monuments & Archaeological sites mentioned on Annexure-I may increase or decrease, but the payment will be on pro-rata basis.

At least one of the deployed Guard, deployed at any Museum or Archaeological Site/Monument should be trained / have knowledge of fire fighting expertise, who will have to take care of Installed Firefighting Hydrant and Fire Extinguishers (all purpose).

III. ELIGIBILITY CRITERIA

Technical bid envelop should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing Security Guards.
2. The Bidder shall have experience of providing Security Services / Security Guards for at least 3 years, ending December, 2016.
3. Financial Turnover during the last 3 years ending 31st March 2016 should be at least 1 (one) crore per year.

4. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder). An undertaking in this regard is to be provided.
5. For the purpose the Service Provider will have to abide by "The Bihar Private Security Agency Rule-2011" vide notification no.-13950, dated-22.09.2011 of Home (special) Department, Bihar.
6. The Bidder should hold valid licence under Private Security Agency Regulation Act-2005 (PSARA).
7. The Agency should have proper training facility of guards and should have office at Patna. If they do not have office or branch at Patna, after award of contract they would have to establish one and will have to attach undertaking in regard with the Technical Bid.
8. The Agency shall have to provide fit & healthy Security Guards between the age of 25-55 years.
9. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

(i) Company Registration (ii) EPF Registration (iii). ESI Registration (iv) Service Tax Registration (v) License issued by the Dept. of Labour, Govt. of Bihar (vi) Registration under "The Bihar Private Security Agency Rule-2011" (vii) PSARA-2005 (viii) PAN (ix) TAN

Note : Proof in support must be enclosed for above ELIGIBILITY CRITERIA

III. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to **The Director, Museums, Bihar, Department of Art, Culture & Youth, 3rd Floor, Vikas Bhavan (New Secretariat), Patna-800 015.** Technical bid along with Tender processing Fee and Earnest Money be **put up in a separate envelop** and the Financial Bid should be **put in separate sealed another envelope**, clearly indicating "TECHNICAL BID" and "FINANCIAL BID" with the details of the Bidder. Both sealed Technical & Financial Bid's envelops should be **put in one envelope and must be superscribed "Tender for Security Services"** with the name, address & phone nos. of the Bidder. The tender must be submitted at the **Office of the Director, Museums, Bihar, Vikas Bhavan, Patna-15** on the date & up to the time mentioned in the tender notice and the tenders will be opened in the Office of the Director, Museums, Bihar, Vikas Bhavan, Patna-15 on the same day or at the time announced further for the same in the presence of all Bidders or their authorized representatives.
2. The Bidder shall acquaint himself fully with all the Museum premises, Monuments and Archaeological Sites (given on Annexure-I A & I B), conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own of the Premises before offering rates. No compensation because of any difficulties will be entertained later after award of work.
3. That the Technical Bid shall be opened first and only the eligible bidders selected by Tender / Purchase Committee shall participate in the Financial Bid which shall be opened on the date further fixed by the Department Tender/Purchase Committee. The eligibility will be decided on the basis of marks/points obtained. The Technical Bid will carry 100 marks, the detail break-up of which is given on Annexure-V of the Tender Document. The Bidders, scoring **60** marks, will be declared eligible and only their Financial Bid shall be opened.
4. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a Person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
5. **An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
6. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words.
7. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend about the Bidder to which the offer shall be granted based on the NEGOTIATIONS to become lowest rate bidder. The decision of the Director, Museums, Bihar or Authority nominated by the Department shall be final.
8. Any changes with respect to this tender will be notified through News Paper and the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in> only.
9. Museum Directorate reserves the right to accept or reject any or all the tenders without assigning any reason.

IV. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-II**, i.e. Technical Bid.
2. The Security Guards are to be provided as per requirement for twenty four hours a day and seven days a week, provided each Guard shall do his duty for eight hours a day. In case of over time as per the Labour Rule, the wage will be suitably paid according the Rule or mutual understanding.
3. The number of persons required may vary from time to time and it may vary as per needs. Museum Directorate reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
4. The payment details to be provided as per the format attached as **Annexure-III** i.e., Financial Bid. All the rates should be quoted all inclusive, i.e. all admissible administrative charges & Taxes; charges as per Labour Rule and the **Service Charge** of the Company. The minimum wage to be paid to a Guard should be considered on the basis of the minimum wage fixed for **Skilled Worker** and should be the basis of all calculations to quote the offer/rate in the Financial Bid.
5. On acceptance of the tender, the Bidder shall deposit Performance Security in the form of Bank Guarantee/Demand Draft/NSC of Rs. 1,00,000/- (One Lakh) only to Museum Directorate, Patna within 7 days of the award of the contract which will be refundable without interest after completion of the contract.
6. The staff employed by the agency will always keep identity cards with them for verification while working.
7. Provide summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. Museum Directorate shall not pay any extra charges to the Agency against these items.
8. The supervisor deployed by the Agency is supposed to report to the concerned Curators on daily basis. In case of small museums two or three museums may be clubbed for practical supervisory purpose in consultation with and approval of the Museum Directorate.
The personnel deployed at the Archaeological Site/Monument, listed on Annexure – I B shall try to ward off and immediately report to the Museum Directorate through Agency's authorized person in case any alteration, displacement, defacing, encroachment or any activity or development adversely affecting the nature, character and appearance of the Archaeological Site / Monument is noticed.
9. The Museum Directorate shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the contract immediately, if required.
10. The Security Guards provided by the Agency should be physically and mentally fit for performing assigned duties and shall not be below 25 years of age and above 55 years and should have clean Police Record. It will be the duty of Agency to make available the 'Police Verification Report' before deployment of any staff or Manpower.
11. The Security Guards will be screened by the Museum Directorate. All the persons to be deployed for the purpose should have good moral character. No criminal case be pending against any of the persons employed by the Agency. The Agency should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
12. The detail of each of the Security Guard, deployed by the Agency, with Bio-data, attested proof of Identity and address, photocopy of the driving license (in case of driver) and the latest photographs shall be supplied to the Museum Directorate for record.

13. Obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State Govt. as applicable to him or to this contract without any liability and responsibility to Museum Directorate, whatsoever it may be.
14. The administration of Museum and Archaeology Directorate shall be at liberty to check any time the deployment of guards by the Agency and in case of default shall deduct the payment of entire month for a particular Museum or Archaeological Site/Monument will be withheld, which may be released after proper enquiry by the concerned Directorate and in the light of show cause by the Agency. For the default penalty as deemed fit may be imposed over the Agency and decision of the respective Director (Archaeology/Museum) will be final in this regard.
15. The Agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/ damage/theft/shortage is caused to the property of the Archaeology/ Museum Directorate due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the concerned Directorate.
16. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under effective Minimum Wages Act.
17. The Museum Directorate will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of Security Guards employed by him. The certified copy of challans must be submitted next month along with the bill.
18. The Agency shall be paid against monthly bills to be submitted by him at the settled rates from the office, to which sanction & Fund is given for Service at a particular museum/site.
19. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to the respective office, designated for payment, and an attested (under Company/Agency seal) photocopy of the attendance record is to be attached with the monthly bill. Moreover the Department is going to make arrangement for E- Aadhar based Biometric attendance system with which each guard at the Archaeological Site or Museum will have to mark his attendance on arrival, departure and after 4 hours of resuming duty. In case of replacement due to leave of guard, the Agency will have to inform the Directorate and the details of the replacement should be made available to the Directorate. The mode or shift of duty will be decided by the concerned Curator and that will be informed to the Directorate by the Agency.
20. Before submission of the bill, the Agency shall ensure that the payment of Security Guards deployed by the Agency have been made for the billed period and is on the basis of the actual presence.
21. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
22. The agency must ensure the payment to staff by 7th of each month from his own resources proof of the payment should be produced with the coming month bill.
23. **TDS and other taxes as applicable will be deducted from agency's bill as per Govt. instructions from time to time.**
24. The Service tax (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of Service Tax.

25. The Performance Security amount shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.
26. In case of any change of constitution of the Agency, the rights of Museum Directorate (Govt. of Bihar) should not suffer.
27. All personnel engaged under this contract by the Agency shall be employees of Agency. Museum Directorate (Govt. of Bihar) shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. For obtaining any job in Museum Directorate /Govt. of Bihar or elsewhere.
28. Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
29. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the museum premises, they shall work under the directives and guidance of the Museum Directorate / concerned Curators. This will, however, not diminish in any way, the Agency's responsibility under contract to the Museum Directorate.
30. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of the Department of Art, Culture & Youth, Govt. of Bihar/Govt. of Bihar / Govt. of India any State/ or any Union Territory.
31. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for Museum Directorate, it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the Museum Directorate.
32. In case Museum Directorate is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by Museum Directorate.
33. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Museum Directorate shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Director, Museums, Bihar shall be final in regard to all matters arising under this clause.
34. The decision of Director, Museums, Bihar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
35. An agreement shall be signed with the designated/authorised person of the successful agency.
36. The Museum Directorate shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
37. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by Museum Directorate) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
38. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.

39. **Termination:** The Contract may be terminated by giving one month notice, in case the agency:
- a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts. e. Contractor being declared insolvent by competent court of law.
 - e. If agency willing to exit this contract, a two months notice in advance should be produced by the agency.
 - f. On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days as per order. Museum Directorate shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

40. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
41. 42. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by the Director, Museum, Bihar.
42. 43. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.

Read and accepted

(Full Name, Signature & Stamp of the Bidder)

Annexure – I

A - List of Museums in Bihar under control of the Directorate of Museums, Department of art Culture & Youth, Govt. of Bihar :-

1. Patna Museum, Patna
2. Jananayak Karpooi Thakur Smriti Museum, Patna.
3. Suraj Narayan Singh Smriti Museum, Patna.
4. Braj Bihari Smriti Museum, Patna.
5. Sitaram Upadhyaya Museum, Buxar.
6. Biharsharif Museum, Biharsharif.
7. Chandradhari Museum, Darbhanga.
8. Maharaja Lakshmishwar Singh Museum, Darbhanga.
9. Ramchandra Shahi Museum, Muzaffarpur.
10. Gandhi Smarak Museum, Bhitiharwa (West Champaran).
11. Deep Narayan Singh Museum, Hajipur.
12. Gaya Museum, Gaya.
13. Naradah Museum, Nawada.
14. Bhagalpur Museum, Bhagalpur
15. Chandrashekhar Singh Museum, Jamui.
16. Begusarai Museum, Begusarai.
17. Munger Museum, Munger.
18. Chhapra Museum, Chhapra.
19. Lalit Mithila Museum, Saurath, Madhubani.
20. Chechar Museum, Chechar, Vaishali.

B - List of Archaeological Sites/Monuments in Bihar under control of the Directorate of Archaeology:-

1. Goalghar, Patna.
2. Agamkuan, Patna.
3. Chhoti Patandevi, Patna.
4. Durukhi Devi, Patna.
5. Begu Hajjam Mosque, Patna.
6. Jain Temple Kamaldah, Patna.
7. Telharha, Archaeological Site, Nalanda.
8. Arrah House, Bhojpur (Ara).
9. Babu Kunwar Singh Awas, Jagdishpur, Bhojpur (Ara).
10. Chausa Garh, Buxar.
11. Nishan Singh Smarak, Rohatas.
12. Alawal Khan ka Makabara.
13. Masahi Purasthal, Kaimur.
14. Nepali Mandir, Hajipur, Vaishali.
15. Jama Masjid, Hajipur.
16. Katra Garh, Mujaffarpur.
17. George Orwell Janmsthali, Motihari, East Champaran.
18. Sofa Mandir, Betia (West Champaran).
19. Ramshila, Gaya.
20. Pretshila, Gaya.
21. Vishnupad Temple, Gaya.
22. Brahmyoni, Gaya.
23. Taradih, Bodh Gaya.
24. Meerabigha, Jahanabad.
25. Daud khan ka Quila, Aurangabad.
26. Tekari Fort (Tekari), Gaya.
27. Apsadh Gadh or Varaha Image.
28. Parvati hill, Nawada.
29. Sun Temple, Kandaha, Saharsha.
30. Ahilya Sthan, Darbhanga.
31. Khri Pahari Shahkund, Bhagalpur.
32. Mahmud Shah ka Makbara, Kahalgaon, Bhagalpur.
33. Munger Fort, Munger.
34. Jalalgadh Fort, Purnia.
35. Chirand, Saran.
36. Morrison Building, Patna.
37. Lord Minto Tower, Jamui.

38. Dwalakh Temple, Madhubani.
39. Fort of King Bhoj/Nav Ratnagarh port, Dumraon, Buxar.

C - राजकीय संग्रहालयों की सुरक्षा हेतु चयनित निजी सुरक्षा एजेंसियों के माध्यम से उपलब्ध करायी जानेवाली सुरक्षा कर्मियों की प्रस्तावित संख्या :-

क्र.	संग्रहालय का नाम	सुरक्षा कर्मियों की संख्या
1.	पटना संग्रहालय, पटना	10
2.	जननायक कर्पूरी ठाकुर स्मृति संग्रहालय, पटना	4
3.	सूरज नारायण सिंह स्मृति संग्रहालय, पटना	4
4.	बूज बिहारी प्रसाद स्मृति संग्रहालय, पटना	3
5.	सीताराम उपाध्याय संग्रहालय, बक्सर	4
6.	गया संग्रहालय, गया	6
7.	नारदः संग्रहालय, नवादा	6
8.	बिहारशरीफ संग्रहालय, बिहारशरिफ	3
9.	चन्द्रधारी संग्रहालय, दरभंगा	12
10.	महाराजा लक्ष्मीश्वर सिंह संग्रहालय, दरभंगा	6
11.	भागलपुर संग्रहालय, भागलपुर	4
12.	चन्द्रशेखर सिंह संग्रहालय, जमुई	4
13.	बेगूसराय संग्रहालय, बेगूसराय	4
14.	रामचन्द्रशाही संग्रहालय, मुजफ्फरपुर	4
15.	गाँधी स्मारक संग्रहालय, भित्तिहरवा	4
16.	दीपनारायण सिंह संग्रहालय, हाजीपुर	4
17.	मुंगेर संग्रहालय, मुंगेर	4
18.	छपरा संग्रहालय, छपरा	4
19.	मिथिला ललित संग्रहालय, सौराठ, मधुबनी	3
20.	चेचर संग्रहालय, चेचर	3
कुल संख्या -		96

D - राज्य के पुरातात्विक स्थलों/स्मारकों की सुरक्षा हेतु चयनित निजी सुरक्षा एजेन्सियों के माध्यम से उपलब्ध करायी जानेवाली सुरक्षा कर्मियों की प्रस्तावित संख्या :-

क्र.	पुरातात्विक स्थल/स्मारक का नाम	सुरक्षा कर्मियों की संख्या
1.	गोलघर, पटना	4
2.	अगम कुआँ, पटना	4
3.	छोटी पटनदेवी, पटना	4
4.	दूरुखी, पटना	3
5.	बेगू हजाम मस्जिद, पटना	3
6.	जैन मंदिर कमलदह, पटना	3
7.	तेलहाड़ा पुरातात्विक स्थल, नालन्दा	5
8.	आरा हाउस, आरा	3
9.	बाबू कुँवर सिंह आवास जगदीशपुर, भोजपुर	3
10.	चौसागढ़, बक्सर	3
11.	निशान सिंह स्मारक, रोहतास	3
12.	अलावल खाँ का मकबरा, रोहतास	3
13.	मसही पुरास्थल, कैमूर	3
14.	रामशीला, गया	3
15.	प्रेतशीला, गया	3
16.	विष्णुपद मंदिर, गया	3
17.	ब्रह्मयोनि, गया	4
18.	ताराडीह, गया	4
19.	मीराबीगहा, जहानाबाद	4
20.	दाउद खाँ का किला, औरंगाबाद	4
21.	सूर्य मंदिर, कन्दाहा, सहरसा	3
22.	खेरी पहाड़ी शाहकुण्ड, भागलपुर	3
23.	महमूद शाह का मकबरा, भागलपुर	3
24.	जलालगढ़ किला, पूर्णियाँ	4
25.	मुंगेर किला, मुंगेर	4
26.	चिरांद, सारण	3
27.	नेपाली मंदिर, हाजीपुर वैशाली	4
28.	जामा मस्जिद, हाजीपुर वैशाली	3
29.	कटरागढ़ मुजफ्फरपुर।	3
30.	जॉर्ज ऑरवेल का जन्मस्थली, मोतिहारी	3
31.	सोफा मंदिर, बेतिया	3
32.	टेकारी किला, गया	3
33.	वाराह प्रतिमा- अपसढ़, नवादा	3
34.	पार्वती पहाड़ी, नवादा	3
35.	अहिल्या स्थान, दरभंगा	3
36.	मॉरिसन भवन, पटना	3
37.	लॉर्ड मिन्टो टावर, जमुई	2
38.	द्वालख मंदिर, मधुबनी	3
39.	राजा भोज का किला, डुमराँव, बक्सर (नवरत्न गढ़)	4
कुल संख्या -		129

ANNEXURE-II

(To be submitted on Letter Head of the Registered Agency)

TECHNICAL BID

PROFORMA FOR PROVIDING SECURITY SERVICE/DEPLOYMENT OF SECURITY GUARDS UNDER DIRECTORATE OF MUSEUMS, BIHAR

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____

3. Branch Address, if any _____

4. Phone/Fax No. _____
5. Email Address: _____
6. Type of Organization: _____
(Whether sole proprietorship/partnership/society
Private Limited for Cooperative body etc. attach proof)
7. Name of Proprietor/Partners/
Directors Of the Organization/Firm. _____

Payment Details

DD No. _____

Date _____

Amount _____

Bank _____

Sl. No.	Documentary Proof of	Registration No. with Date & validity up to	Proof Attached (if Yes then Page no.)
1	Proof of incorporation/inception of the Agency		
2	License to act as Private Security Agency under Private Security Agency Regulation Act-2005 (PSRA)		
3	EPF Registration Proof		
4	ESI Registration Proof		
5	PAN Number		
6	Income Tax Return for the last 3 years		
7	Service Tax Registration Proof		
8	Proof of Registration with the Labor Commissioner		
9	Satisfactory Performance certificate from at least three organizations where the Agency has provided Security Service during the last 3 years.		
10	Registration under "The Bihar Private Security Agency Rule-2011"		

Name and signature of the authorized person
of the firm along with seal

ANNEXURE- III

(To be submitted on Letter Head of the Registered Agency)

FINANCIAL BID

**Proforma FOR PROVIDING SECURITY SERVICE/DEPLOYMENT OF SECURITY GUARDS
under Directorate of Museum**

SI.	Description	Unit rate, inclusive of all (i.e. Basic wage for the Guard, EPF, ESI, Service Tax, any other Tax or Taxes, Service Fee of the Company)
A	Security Guards	

Name and signature of the authorized person of
the firm along with seal

ANNEXURE- IV

(On 1000/- Non-Judicial Stamp Paper to be signed by the finalized bidder, before rendering services to the Museum Directorate)

CONTRACT AGREEMENT

This agreement is made on between The Directorate of Museums, Department of Art, Culture & Youth, Government of Bihar, Patna (Hereinafter called MUSEUM DIRECTORATE which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....

1. Whereas MUSEUM DIRECTORATE has invited tender for **FOR PROVIDING SECURITY SERVICE/DEPLOYMENT OF SECURITY GUARDS** in the Museums under its control and deployment of Security Guards at Monuments and Archaeological Sites under the control of The Directorate of Archaeology, Department of Art, Culture & Youth, Government of Bihar for.....
2. The Department of Art, Culture & Youth, Government of Bihar, has approved the tender for the work. The work and job assigned is to be carried out as per the direction of the competent authority.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between MUSEUM DIRECTORATE and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period.
5. It shall be the sole responsibility of the Agency to ensure effective services and if there is any loss/shortage of any material during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
6. The Agency will take all steps as required under law in case of any loss or other contingency in consultation with the MUSEUM DIRECTORATE.
7. The contractor has furnished a Performance Security of (Rupees.....only) in shape of No..... duly pledged and renewed upto in favour of The Director Museums, Bihar, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, the Director, Museums, Bihar/The Department of Art, Culture & Youth or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceedings shall be at Patna.
9. The uniform, Torch Light etc. will be provided by the Agency.
10. The Agency will not sub-let the contract of these services to any other agency or individual(s).
11. The Contract amount of this work is as per the rate approved with all charges.
12. The Agency will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
13. The Agency will submit photocopy of challans of deposits of EPF/ESI/Service Tax etc. whichever applicable along with bill every month.
14. The Agency shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
15. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of The Agency.
16. Since the personnel will be employees of The Agency, the MUSEUM DIRECTORATE will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of MUSEUM DIRECTORATE in that respect.
17. The Agency will ensure that the staff is periodically changed to ensure better output and result.
18. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.

19. The Agency must ensure the payment to staff by 7th of each month from his own resources. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor and after due scrutiny MUSEUM DIRECTORATE or designated Office will make requisite payment to contractor.
20. The Guards of The Agency shall have no privacy of the contract with the company and there shall be no master servant relationship between the MUSEUM DIRECTORATE and The Agency's workmen of any nature whatsoever
21. Any loss due to negligence, if proved, of security staff will be compensated by The Agency.
22. Contractor or his representative will remain in constant touch with concerned official of MUSEUM DIRECTORATE for better understanding and effective work.
23. All records, attendance registers and documents will be maintained and kept by the contractor and should be presented before the department on demand .
24. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
25. Decision of MUSEUM DIRECTORATE/The Department of Art, Culture & Youth in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
26. That in case of any loss being suffered by MUSEUM/ARCHAEOLOGY/ DIRECTORATE or the violation of the terms and conditions of contract; the MUSEUM DIRECTORATE shall have right to deduct all claims against contractor for the security and MUSEUM DIRECTORATE shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
27. That in case if the contractor withdraws from the contract within the period of contract, the MUSEUM DIRECTORATE shall forfeit the security amount without any refund.
28. Termination: The Contract may be terminated by giving one months notice, in case the agency:
 - (a) Assigns or sub-contracts any of this service.
 - (b) Violation/contravention of any of the terms and conditions mentioned herein.
 - (c) Does not improve the performance of the services in spite of instructions.
 - (d) Any violation of instruction/agreement or suppression of facts.
 - (e) Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days/on or before date as specified in termination order. MUSEUM DIRECTORATE shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

29. Penalty: The administration of Museum and Archaeology Directorate shall be at liberty to check any time the deployment of guards by the Agency and in case of default shall deduct the payment of entire month for a particular Museum or Archaeological Site/Monument will be withheld, which may be released after proper enquiry by the concerned Directorate and in the light of show cause by the Agency. For the default penalty as deemed fit may be imposed over the Agency and decision of the respective Director (Archaeology/Museum) will be final in this regard. In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
30. Arbitration: In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by MUSEUM DIRECTORATE/The Department of Art, Culture & Youth, Bihar.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

For and on behalf of The MUSEUM DIRECTORATE,
The Deptt. of Art, Culture & Youth, Govt. Bihar

For (Agency)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

Annexure - V

Details of Scoring Pattern / Criteria Technical Bids

1. Statutory Registrations :- 10 points
2. Experience :- 05 years-10 points; 05 to 10 years-20 points; 10 years and above-30 points
3. Financial Turnover:- 02 crore-15 points; 02 to 05 crore- 20 points; 05 to 10 crore-25 points; 10 crore and above-30 points
4. Number of Security Guards deployed :- 250-20 points; 250 to 400- 25 points; 400 and above-30 points.

Maximum - 100 points

*** The Financial Offer of only those Bidders scoring minimum 60 (sixty) points shall be opened.**