

No. NGMA/BLR/Security/ 2014-15/ 3910

Dated: 25.10.2014

**TENDER NOTICE**

The National Gallery of Modern Art, Bengaluru (NGMA Bengaluru) invites sealed tenders from reputed and established agencies for rendering **security and surveillance services** for the NGMA Bengaluru complex for a period of 1 (one) year extendable for one more year on satisfactory service by the agency and on mutual consent. The tender has been uploaded in the GOI Central Public Procurement Portal viz <http://eprocure.gov.in/cppp/>. Sealed tenders, superscribing on the envelope, 'Tender for providing Security and Surveillance Services' along with earnest money of Rs.30,000 (in a separate envelope) will be received **up to 17.00 hrs of 25.11.2014**. The Technical Bids will be opened in the conference room of the office **at 16.10 hrs on 26.11.2014** in the presence of tenderers/their authorized representatives who would like to be present. Those who qualify in the Technical Bid will be informed of the date of opening of the Financial Bid.

NGMA, Bengaluru reserves the right to accept or reject any tender without assigning any reason or to cancel the exercise without having to incur any cost to any party whatsoever.

Sd/-  
Director  
NGMA, Bengaluru

NOTE: Full Tender Notice is placed below.

TENDER NOTICE FOR SEALED TWO BIDS TENDER FOR  
SECURITY AND SURVEILLANCE

The National Gallery of Modern Art, Bengaluru (NGMA Bengaluru) invites sealed tenders from reputed and established agencies for rendering security and surveillance services for the NGMA Bengaluru complex for a period of 1 (one) year extendable for one more year on satisfactory service by the Agency and on mutual consent.

The tender shall be a two bid system comprising of “Technical Bid” and “Financial Bid”. The Technical Bids and Financial Bids in the enclosed prescribed proforma (together with supporting documents) shall be submitted in separate covers superscribing the nomenclature TECHNICAL BID and FINANCIAL BID respectively on the covers. The two covers of the Technical and Financial Bids will be put in a sealed cover superscribed “Tender for providing Security and Surveillance Services and Supply of Skilled Man Power.” Tenders submitted without EMD will not be considered for further evaluation. The accepted Technical Bids will be evaluated and the Financial Bids of only those who satisfy the prequalification norms will be opened for further evaluation. The Financial Bids of disqualified tenderers will not be opened and no enquiry on this account will be entertained. Decision of Director NGMA, Bengaluru will be final and binding on all tenderers.

Sealed tenders superscribing on the envelope “Tender for providing Security and Surveillance Services” along with earnest money of Rs.30,000 will be received **up to 17.00 hrs of 25.11.2014**. The Technical Bids will be opened in the conference room of the office **at 16.10 hrs on 26.11.2014** in the presence of tenderers/their authorized representatives who would like to be present. Those who qualify in the Technical Bid will be informed of the date of opening of the Financial Bid. NGMA, Bengaluru reserves the right to accept or reject any tender without assigning any reason or to cancel the exercise without having to incur any cost to any party whatsoever.

The intending tenderers should meet the following pre-qualification criteria:-

- I) Should have been in existence for at least 5 (five) years and have a minimum of 5 years’ experience in the field. (Enclose certificate from registered chartered accountant to this effect).
- II) Should have a minimum annual turnover of Rs. 02 (two) crores for each of the past 3 financial years. (Enclose certificate from registered chartered accountant indicating the turnover out of its Security and Manpower services for the past 3 years). The annual turnover of Rs. Two crores should be for Security & Surveillance service alone.
- III) Should furnish Solvency Certificate from a scheduled bank for Rs.30 lakhs obtained after Ist October 2014.

- IV) Should furnish copies of the current and valid licence under the Contract Labour (Regulation and Abolition) Act, 1970 and the Private Security Agencies (Regulation) Act, 2005.
- V) Should have executed at least two works of providing comprehensive security and surveillance Services for an area of not less than 2 acres or 50,000 sq. ft. of built up area for a minimum period of one year in the last five years (enclose certificate from registered chartered Accountant to this effect).
- VI) Should be currently carrying out security and surveillance services of similar nature for at least 1 (one) large building of not less than 50,000 sq. ft. or area of not less than 2 acres. (Enclose certificate from registered chartered accountant along with attested certificates/testimonials related with this work from the clients with validity of the contract for a minimum period of 4 months as on date of tender submission).
- VII) Should submit copies of Memorandum and Articles of Association /Partnership Deed and the audited Annual Reports certified by a chartered Accountant for the last three financial years.

#### Tender Schedule

<b>Last date and time for receipt of tenders along with EMD of Rs.30,000:</b>	<b>25.11.2014 (17.00 hrs)</b>
<b>Date and time of opening of Technical Bid:</b>	<b>26.11.2014 (16.10 hrs)</b>

#### GENERAL TERMS AND CONDITIONS

1. Issue of tender does not necessarily mean that the tenderer is an eligible party.
2. The ‘Tenderer’ and/or ‘Party’ and/or Service Providers as used in the tender document, shall mean the one who has signed the tender form in response to this Tender Notice.
3. The individual signing the tender or other documents in connection with the tender must certify his/her signature as (a) sole proprietor of the firm or constituted attorney of such sole proprietor (b) constituted attorney of the firm if it is a company (c) authorized signatory of the firm.
4. Any tenderer giving the tender in different names will be disqualified and his tender will be rejected.
5. The tender forms submitted by the tenderer should contain all requisite information along with supporting documents.
6. The tenderer should be an established Agency/Firm dealing with the categories of works published in the Tender Notice or having infrastructural facilities including manpower in case of Service Provider. The agency must have a local office at Bangalore with a regular telephone at office and residence.
7. The tenderer shall have to submit a declaration stating that he/she is not a relative of any serving employee of the National Gallery of Modern Art, Bengaluru.
8. The tenderer shall give the official mailing address, phone, fax number, email address to which all correspondence shall be made by NGMA, Bengaluru. In case of change in address, the same shall be immediately intimated to the National Gallery of Modern Art (NGMA) Bengaluru.
9. Incomplete or conditional tenders will not be accepted and are liable to be rejected.

10. Tenders received by NGMA, Bengaluru after the given date and time will not be considered.
11. The tenderer will furnish, along with the tender documents, earnest money of Rs.30,000 in the form of DD/Pay Order drawn in favour of OSD, NGMA, Bengaluru. The earnest money of the successful tenderer will be liable to be forfeited if the tenderer does not fulfil the terms and conditions or withdraws, impairs or derogates from the tender in any respect within the period of validity of the tender. Tenders without Earnest Money Deposit will not be accepted and are liable to be summarily rejected.
12. Tenders not conforming to the requirements mentioned in the tender form will be rejected and no correspondence shall be entertained in this regard.
13. The tender form should be clearly filled legibly in ink or typed. The tenderer should quote the number, rates and amount tendered by him in figures as well as in words. Alterations/corrections illegibly attested by the tenderer shall disqualify the tender. The tender form should be signed by the tenderer himself. The forwarding letter should be signed along with quotations. Attested copies of the Registration Number of the Firm, Licence No. under The Contract Labour (Regulation and Abolition) Act 1970, and the Private Security Agencies (Regulation) Act, 2005, Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI No., PAN No. allotted by the Income Tax Department and copy of the last Income Tax Clearance Certificate, Satisfactory Performance Certificate issued by the concerned agency(s) organizations where such type of works/jobs have been performed by the tenderer earlier shall also be enclosed.
14. The rates quoted should be inclusive of and in accordance with the provisions relating to Employees Provident Fund, ESI, Bonus, Uniform charges and in compliance with the minimum wages according to The Contract Labour (Regulation and Abolition) Act 1970. *The minimum Bonus payable shall be as per the Bonus Act under which minimum bonus at present is Rs. 3500 per annum which may be revised from time to time. The EPF calculation shall be on the maximum wages (including VDA) limit as per the provisions of EPF Act which is Rs. 15000 per month.*
15. The tenderer should take care that the rate and amount should be written in such a way that interpolation is not possible. Any column left blank would make the tender liable for rejection.
16. It will not be binding on NGMA Bengaluru to accept the tender in totality. It can be accepted in parts.
17. False information/documents provided for consideration will result in disqualification of the tenderer.
18. The forwarding letter should clearly indicate the list of enclosures. Every page/document of the tender should be signed by the tenderer with seal of the Agency/Firm.
19. The Director, NGMA Bengaluru reserves the right to reject all or any tender without assigning any reason.

## OTHER TERMS AND CONDITIONS

1. The successful tenderer to whom the work is awarded (hereinafter called Agency) shall only deploy manpower whose ages are between 18-45 years.
2. The Agency shall be responsible to provide immediate replacement of any manpower, which is not available for duty at the place of posting, and such other additional staff as may be required for additional area of which prior information has been given.
3. (a) All wages and allied statutory benefits like EPF, Bonus, ESI etc. are to be paid by the Agency. The Agency shall remain liable to the authorities concerned for compliance of the statutory provisions in this regard and will be liable for any contravention thereof. The Agency shall pay the minimum wages as per The Contract Labour (Regulation & Abolition Act) 1970 with regard to the staff deployed by them in the campus of the National Gallery of Modern Art, Bengaluru and abide by all provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and the Rules thereto.  
(b) The Agency shall provide every month documentary proof of having paid the minimum wages to each of the security personnel deployed by them in NGMA, Bengaluru in the succeeding month along with the Bill. This shall include the proof of payment of PF & ESI contributions to the respective authorities.  
(c) The Agency shall provide documentary proof of having remitted the EPF & ESI contribution of the employer in respect of each of the staff employed in NGMA Bengaluru through a nationalized Bank in the succeeding month with the Bill.  
(d) The annual statement of accounts in respect of each employee issued by the Regional Provident Fund Commissioner will be furnished at the end of the financial year.
4. The National Gallery of Modern Art, Bengaluru will deduct Income Tax at source under section 194-C of the Income Tax Act 1961 as applicable from the Agency.
5. The Agency shall provide a non-judicial stamp paper of Rs.200 for preparing the Contract Agreement.
- 6. Performance Security Deposit:** The successful tenderer shall render a Performance Security Deposit of Rs.3,00,000 (Rs. Three lakhs) by way of Bank Draft/Pay Order in favour of the OSD, National Gallery of Modern Art, Bengaluru for the due performance of the contract. In the event of any breach/violation of any terms and conditions contained herein by the Agency, the said security deposit shall be forfeited in favour of GOI. No interest shall be paid by NGMA, Bengaluru on the earnest money deposit or performance security deposit. The Bank Draft/Pay Order shall be given within three weeks of the approval of the contract. The validity of the security deposit shall be for the period of the contract and beyond that by sixty days. In case of extension of the contract for another one year or part period, the security deposit shall have to be furnished afresh for the extended period and beyond that by sixty days.
7. The Agency shall not sublet the work to any other Contractor/Agency/Firm after the award of the work. The engagement of services is purely on service contract basis. The manpower deployed by the Agency shall be employees of the Agency for all intents and purposes and in no case will any relationship of employer and employee exist between the NGMA, Bengaluru and the said manpower accrue implicitly or explicitly.

8. NGMA Bengaluru shall have the right to ask for removal/replacement of any employee of the Agency, who is not found to be suitable and orderly in the discharge of his duty.

9. The Agency staff shall carry out duties as are entrusted to them by the NGMA Bengaluru from time to time.

10. Penalties: Lapses in service provided by the Agency will be viewed seriously and penalties will be imposed on the Agency:

(i) In case of failure to commence the service on the stipulated time/date, the EMD shall be forfeited.

(ii) In case of failure to carry out the service to the satisfaction of the NGMA, Bengaluru, NGMA Bengaluru will be free to get the service done by other means at the cost and risk of the Agency.

(iii) Penalties will also be imposed for lapses on part of individual employees of the Agency. For example:

A. Worker on duty found - Rs.150/- per day not in uniform per person.

B. Worker absent from duty - Rs.500/- per day per person.

Quantum of penalty will be decided by Director, NGMA, Bengaluru in each individual case and the decision shall be final and binding.

11. Performance Evaluation: The performance of the deployed persons will be evaluated by NGMA, Bengaluru on the basis of the reports received from the designated officer of the NGMA, Bengaluru on a daily basis. If the performance of the Agency is not satisfactory, an amount, as decided by the competent authority, will be deducted from the payments to be released to the Agency. The quantum of amount as decided by the competent authority is final and binding on the Agency. The personnel deployed for security and surveillance work will work under the supervision of the officer designated by Director, NGMA, Bengaluru. Indisciplined/disobedient staff should be withdrawn and replaced immediately if the Director, NGMA, Bengaluru /the designated officer instructs the Agency to do so.

12. The Agency will extend full co-operation to the authorized representatives of the National Gallery of Modern Art, Bengaluru in their routine checks.

13. The Agency shall submit the list of persons engaged for the work to NGMA, Bengaluru along with the authentic documents of each of the persons who should obtain temporary pass for entry into the campus and building duly signed by the designated Officer of NGMA Bengaluru.

14. The deployed persons have to perform duty of eight hours on all working days including Sundays and gazetted holidays. Accordingly, the Agency has to deploy the personnel by making suitable arrangements for providing weekly off to the personnel.

**15. The Agency should get the verification of character and antecedents of each person deployed for security and surveillance services done through the local police invariably in all cases at the cost of the agency. Proof of the police verification report must be submitted to the NGMA, Bengaluru before deputing them for duty and in any case not later than 45 days of deputing them on duty.**

16. The deployed persons should be in the prescribed uniform with name plate or badge which is to be provided by the Agency and as approved by the NGMA, Bengaluru. **The cost of uniform etc. shall have to be borne by the agency/service provider.**

17. Payments to the employees will be made in front of the authorized representative of NGMA, Bengaluru.

18. During the period of this contract, the Agency shall provide uninterrupted service to the entire satisfaction of the NGMA Bengaluru. The Agency shall constantly keep

in touch with the NGMA Bengaluru regarding the service arrangements to be provided and abide by the instructions and directives issued by the NGMA, Bengaluru in this regard from time to time.

19. Contract Validity: The contract shall be initially valid for a period of one year that may be extended by an advance notice of seven days at the sole discretion of the NGMA Bengaluru for a further period of one year on the same terms and conditions. The extension shall be based on the satisfactory performance of contract. The validity of contract comes to an end ipso facto by efflux of time unless otherwise renewed.

20. Termination Clause: The contract can be terminated with three months prior notice by the Agency and one month's notice by the NGMA Bengaluru. Notwithstanding the aforesaid, if the Agency neglects or fails to carry out the contracted work, or is otherwise negligent in the performance of the contract or violates the provisions of The Contract Labour (Regulation & Abolition) Act 1970 or the provisions of the EPF or ESI Acts or any other law or statutory provisions, the NGMA, Bengaluru shall have the right to terminate the contract forthwith and engage another supplier/service provider to carry out the work/services.

21. Arbitration: Disputes, if any, shall be referred to the sole Arbitrator who may be appointed with the consent of both parties in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modifications for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The venue of the arbitration shall be Bengaluru in India. The award will be binding upon the parties.

DIRECTOR  
National Gallery of Modern Art, Bengaluru

National Gallery of Modern Art, Bengaluru

PART –A (TECHNICAL BID)

Engagement of Private Agency for providing effective Security, Surveillance and Vandal Prevention Service for National Gallery of Modern Art, Bengaluru complex.

1. Name, complete address of the Firm/Agency and Telephone No. Fax No. with Agency Profile -----  
-----  
-----  
-----  
-----  
-----

2. Permanent address with valid proof -----  
-----  
-----  
-----

3. Registration number / Licence No. of the Firm/Agency under The Contract Labour (Regulation & Abolition) Act 1970. -----  
-----

4. Name, Designation, Address and Telephone No. of Authorised Person of Firm/Agency to deal with-----  
-----  
-----

---

5. Specify as to whether the:  
Tenderer is sole proprietor/ Partnership/ Firm.

-----  
-----  
Name, -----  
-----

Address/and Telephone No. -----  
-----

Of Director/Partners should be specified. -----  
-----

6. Service Tax No. -----  
-----

7. (a) Audited Balance Sheet certified by registered chartered accountant for three years i.e. 2011-12, 2012-13 and 2013-14.

8. PAN of Income Tax Department and clearance certificate



9. Provident Fund Account No and authority with whom registered -----  
 ----
10. ESI No.-----  
 ----
11. Certificate of registered chartered accountant that the agency has been in existence for last 5 years i.e. from 2009-10.
12. Certificate of registered chartered accountant regarding turnover of agency's security & surveillance services for each of last 3 years viz 2011-12, 2012-13 and 2013-14.
13. Solvency Certificate from a scheduled bank for Rs. 30 lakhs obtained after 1st October 2014.
14. Certificate from registered chartered accountant for having executed at least 2 works of providing comprehensive security and surveillance services for an area of not less than two acres or 50000 Sq ft. of built up area for a minimum period of two years in the last 5 years (Works to be specified).
15. Certificate of registered chartered accountant that the agency is currently carrying out security and surveillance services of at least one large building of at least 50000 sq. ft. or 2 acres area. (Work to be specified).
16. Attested certificates/testimonials from clients.
17. Memorandum and Articles of Association.
18. Details of Earnest Money deposited: -  
 a) Amount-----  
 ----  
 b) Bank Draft/Pay Order-----  
 ----  
 c) Date of issue of BD/PO-----  
 ----
- \*Attach copies of all supporting documents.
19. Declaration that the Tenderer has no relation to any employee of NGMA, Bengaluru.

Place -----  
 Date -----

Signature -----  
 Name-----  
 SEAL

National Gallery of Modern Art, Bengaluru  
Part B- I (FINANCIAL BID)

SECURITY, SURVEILLANCE AND VANDAL PREVENTION

Providing comprehensive and effective Security, Surveillance and Vandal Prevention Service so as to:-

- (a) Institute a comprehensive and round the clock security system for the entire NGMA Bengaluru premises. Security system has to be effective, vigilant and alert but not obstructive and insensitive.
- (b) Provide adequate trained and experienced manpower for these operations i.e. during normal, peak operating hours, off periods and holidays, and during emergencies for which periodic drills shall be conducted.
- (c) All personnel shall be well acquainted and trained in fire fighting and suppression, and handling of emergencies.
- (d) Control all pedestrian and vehicular movements, including service deliveries, visitors, vendors and service providers.
- (e) Control, regulate and monitor all vehicular parking at all levels within the premises and in the immediate vicinity around the premises.
- (f) Control, regulate and monitor movement of hazardous material like fuel oil, LPG refills etc. and also prevent entry of unauthorized hazardous materials including explosives, firearms etc.
- (g) Any other specific service not listed above, but which are part of the category of service as per the title heading as per International Best Practices.

TENDER FORM  
PART B –II (FINANCIAL BID)

Engagement of Private Agency for providing Security, Surveillance and Vandal prevention for National Gallery of Modern Art, Bengaluru.

S.No.	Category	Total unit cost per month including profit margin (Rs. in figures and words) with break up on a separate sheet	Profit margin per unit cost
1	Rate per Security Guard		
2	Rate per Armed Security Guard (Gun man)		
3	Rate per Security Supervisor		
4	Rate per Security Guard for gallery duties		

**Notes:**

- 1. The Unit Cost quoted should include the minimum wages payable as per the Contract Labour (Regulation & Abolition) Act, 1970 and the Employer's contribution under the EPF and ESI Acts and other statutory payments like minimum Bonus as per labour laws.**
- 2. All security guards/Security Supervisors (except security guards for gallery duties) are to be provided in 8 hourly three shifts round the clock for 24 hours in a day.**
- 3. Security guards for gallery duties will have one shift duty from 9.30 am to 5.30 pm with one day as weekly off for which no replacement is required. Their duties may be extended in case of exigencies of gallery duties beyond usual hours for which extra wages shall be paid as per rules.**
- 4. The Agency should get the verification of character and antecedents of each person deployed for security and surveillance services done through the local police invariably in all cases the cost of which, if any, shall be borne by the service provider. Proof of the police verification report must be submitted to the NGMA, Bengaluru before deputing them for duty and in any case not later than 45 days of deputing them on duty.**

Place  
Date

Signature  
Name  
SEAL