

May 31 , 2017

NOTICE INVITING TENDER

Director General, National Gallery of Modern Art (NGMA), New Delhi, invites sealed tenders, with 90 days' validity from the last date of receipt of quotations, from reputed and registered agencies/firms with minimum five years' experience in the field preferably in Government Organization/PSUs/Large Industries/ Corporate Houses, through a two-bid system, for providing cleaning/housekeeping services in the NGMA Complex, New Delhi.

Interested bidders may submit their bids either in the Tender Box kept at Gate No.1 or through Speed Post **by 20-06-2017 up to 5.00 p.m.**

The details of minimum eligibility criteria, experience, scope of work and the prescribed format of submission of bids etc. are available on www.eprocure.gov.in and on the Gallery's website www.ngmaindia.gov.in. Bids received incomplete or after due date will not be entertained. Only shortlisted bidders will be called at the time of opening of technical and financial bids.

(Adwaita Garanayak)
Director General

F.No. 17007/ 2017 /NGMA

NATIONAL GALLERY OF MODERN ART

GOVERNMENT OF INDIA

MINISTRY OF CULTURE

JAIPUR HOUSE, INDIA GATE

NEW DELHI-110003

TERMS AND CONDITIONS FOR PROVIDING CLEANING/HOUSEKEEPING SERVICE IN THE ENTIRE NGMA COMPLEX.

1. The Eligibility criteria for parties to respond to the tender is:-
 - (a) Should have ESI Registration along with Registration for EPF.
 - (b) Should possess up-to-date Income Tax Clearness Certificate, PAN/DIR & TIN NO.
 - c) The Firm/ Company must have their Registered Office/ Principal Officer within the National Capital Territory of Delhi.
 - d) The intending tenderer should also have successfully completed at least two similar works during the said period of five years in a Government Department/ PSUs.
(‘Similar work’ means work of providing entire House Keeping Work including cleaning of main façade, glass etc. and must have carried out works of cleaning, washing and dusting etc. with dusters, disc scrubbers machines, vacuum cleaners, jet high pressure, bag cleaner, wet and dry machine and road sweeping machines.)
 - e) Experience certificate submitted by the intending tender must certify that there has been no branch and the work of house-keeping has been carried out satisfactorily by the intending tender.
 - f) The intending tenderer must have financial turnover amounting to minimum **Rs.2,00, 00, 000/- (Rupees two crores)** per annum during the last three consecutive financial years ending 2017. It should be duly audited and certified by a registered Chartered Accountant.
 - g) Experience Certificate must have been signed by the owner of the company or by an Officer not less than a General Manager and the completion certificate must clearly indicate
 - i. the date of completion of the work;
 - ii. the nature of the house-keeping work performed/ schedule of work; and
 - iii. whether the work has been performed satisfactorily.
2. Interested bidder may submit their bids either in the Tender Box kept at Gate No.1 or through Speed Post **by 20-06-2017 up to 5.00 p.m.** The quotation should be valid from a minimum period of 90 days from the last date of receipt of tender for placing the order/ contract.
3. Any tenderer giving tender in different names will be disqualified and his tender will be rejected.
4. In case of failure to commence the service on the stipulated time/date, the E.M.D. shall be forfeited.
5. The bidder should not have been Black listed in the past by a Government Organization/PUSs/entity created and/or substantially financed by a Government.
6. The tender should be given in two parts:-
 - Part- I EMD Amount+ Technical Bid along with Terms& Conditions duly signed at each page
 - Part-II Financial Bid
- a) EMD amount of Rs. 50,000/- (Rs. Fifty thousand only) by of demand draft /Pay Order drawn in favour of **“Drawing & Disbursing officer, National Gallery of Modern Art, New Delhi”** payable at “New Delhi” be placed along with Technical Bid as stated at part-I above in a sealed envelope super scribing thereon **“Tender for a Providing Cleaning/ Housekeeping Service- EDM+ Technical Bid”**.

- b) The financial bid should be submitted in a separate cover, which should be addressed to “**Director General, National Gallery of Modern Art, New Delhi**” and super scribed “Tender for Providing Cleaning / Housekeeping Services- Financial Bid “.

The outer cover in which these two sealed covers are placed should be addressed to the “Director General, National Gallery of Modern Art, Jaipur House, and New Delhi-110003”. The said outer cover should also be super scribed with the words “**QUOTATION FOR CLEANING/HOUSEKEEPING** “.

7. Technical Bids will be opened in the presence of representatives, if any of the vendors. The date and timing of opening of Technical Bids would be informed through post or over telephone. Thereafter, the Vendors will be short-listed inter-alia on the basis of their experience and turnover etc. The financial bid of only those Vendors, short-listed from the Technical Bids will be opened and evaluated. It will not be binding upon the NGMA to award contract to the lowest financial bidder. The decision of the NGMA arrived at will be final and no representation of any kind will be entertained. Any attempt by any Vendor to bring pressure of any kind may disqualify the said Vendor to present any such tender, besides being liable to be debarred from bidding for NGMA in tenders in future for at least a period of three years. Order will be placed on finally selected Vendor. If need arises, split order can also be issued. The Vendors should also submit with their Tender a general information about the company (company profile), list of location(s) where they are providing such services, contact number of the concerned officer of their client be also furnished.
8. The Agency shall not sublet, assign or part with the contract.
9. The NGMA will deduct Income Tax at source under the Income Tax, 1961, as applicable, from the Contractor
10. The agency should be Income Tax payee for minimum 3 years.
11. The agency should have an inbuilt system of payment of wages through individual bank accounts.
12. Tender without Earnest Money Deposit (EMD) will not be accepted and is liable to be rejected.
13. The successful Tender shall be required to execute an Agreement within 10 working days of being called upon on a non-judicial stamp paper 100/- (One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and NGMA, are bound by the terms and conditions of agreement which in turn, will be the same terms and condition of tender document
14. Every paper of the Tender should be signed by the Tender with seal of the Firm/Agency.
15. Printed condition mentioned in the tenderer bids will not binding on NGMA. All the terms and conditions will be as mentioned herein and no change by the tenderer will be acceptable. Alterations, if any, in the Tender Bid should be attested properly by the tenderer, failing which the Tender will be rejected.
16. In the case of Tenderers whose tenders are not considered for placing order, the Ernest Money Deposit will be refund without any interest. In the case of Tenderer whose tender are accepted for placing the order Tender will have to deposit an amount of Rs. 3,00,000 (Rupees three lakhs) only as **Performance Security Deposit** within one month. No interest shall be paid on the Performance

Security Deposit from the tenderer. Earnest Money Deposit will be refunded on receipt on Security Deposit from the Tenderer.. Security Deposit will be in the form of Bank Guarantee (BG) of a National Bank drawn in the name of “Drawing& DISBURSING Officer, National Gallery of Modern Art, New Delhi”. In the event of any branch/ violation of any Terms & Conditions by the Contractor, the s Security Deposit will be forfeited in full.

17. The rate quoted by the bidder should be inclusive of and in accordance with the provisions like Minimum Wages Act, PF, ESI, Bonus, Gratuity, DA, Leave Uniform allowance etc. and these breakups should also be shown distinctly in the rates.
18. The Vendor shall be solely responsible for statutory compliance with regard to the payment of Minimum Wages, Licence fee, if any, as well as ESI, PF, DA, Gratuity, leave and all the other legal requirements etc. and submission of relevant records to the concerned authorities in respect of all the personnel being deployed in the premises.
19. The successful tenderer will submit proof in support of payment of prescribed Minimum Wages ESI, PF and other statutory requirements of the staff deployed for this purpose every month with the bills to the Drawing & Disbursing Officer, NGMA.
20. If penalized for non compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with same at its own level and costs, in no way putting any liability on the NGMA.
21. Electricity, if required for any equipment/machine will be supplied free of cost to the contractor, but necessary arrangement for lead wires, cable (shock proof) etc. shall be arranged by the contractor and nothing extra shall be paid on this account.
22. While working on machines operated on electricity, the workers operating the machine should be provided with proper gum boots and hand gloves so as to ensure his/her personal safety against any possible electric shock due to use of water or otherwise.
23. The NGMA shall have no liability financial or otherwise, for any harm/damage/injury caused to the manpower or machinery deployed by the firm in the course of performing work of this Department. Neither the firm nor his workers shall have any claim on this Department for compensation or financial assistance on this account. Undertaking from the firm and from the persons to this effect shall be require to be submitted to this department.
24. The contractor shall be the employer off employees/staff deputed by him for the purpose of cleaning/housekeeping services and shall be liable entirely, to the exclusion of anyone else, for the payment of statutory liabilities.
25. The contractor shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and shall also, during the currency of the contract, comply with all relevant labour laws as may be applicable or modified from time to time by the concerned authorities and in no case the NGMA would compensate for the losses and damages of material/manpower.
26. **The agency is to remove/ take out the garbage & materials waste and dead animals from NGMA Complex to the designated site of the local Municipal authority. The Agency can have a tie-up with local Municipal Authority for the same but the responsibility of the remove of garbage/ waste materials etc. would be of the agency.**

- 27.** Cleaning, Washing & Dusting etc. are to be carried out for which all the materials/ machines like brushes, pressure pipe, phenyl, naphthalin balls, dusters, wire buckets, brooms, swabs required flush clean soaps, liquid soaps, chemicals, Room Freshener etc. apart from Disk scrubbing machine, Road Sweeping (Clean of Dust) will be provided by the tenderer. The use of acid(s) shall be avoided to the maximum.
- 28.** The dusters/brushes of other tools used for cleaning of WC and urinals shall not be used for cleaning of washbasins, for which a separate Duster shall be used. The cleaning of hard floor other than toilet areas such as common floor shall be maintained separately and duster used for cleaning of these areas shall not be used for cleaning of the toilet areas.
- 29.** The Vendor shall provide adequate work-force (including one lady and one Supervisor) after assessment of the Deployment Details indicated at the relevant Annexure, The tenderer shall only deploy manpower whose age shall be between 18-40 years, He should be physically fit and medically certified for good health and educate at least up to Matric pass. The deployed persons have to perform duty of eight hours on all days including Sundays and six gazetted holidays in a calendar year. Accordingly, the Agency has to deploy the personnel by making suitable arrangements for providing weekly off to the personnel.
- 30.** The deployed persons should wear the prescribed uniform with name plate or firm badge which is to be provided by the Agency and approved by the Director General, NGMA.
- 31.** The Contactor shall ensure and guarantee the conduct, behaviour and honesty of the persons deputy by them. In case of any misconduct or any other damage of theft of the property of the NGMA the contactor shall be responsible for making good all losses and damages after it is established by holding proper enquiry that the persons deputed by the contractor are responsible for these.
- 32.** The Contractor/Agency/Firm shall submit the list of persons engage for the work to the Security maintenance section along with authentic documents including Photo ID, Police verification report regarding character & antecedent of each of the person who should obtain temporary pass for entry in the Campus and building duly signed by the Drawing & Disbursing Officer, National Gallery of Modern Art New Delhi.
- 33.** The workmen should be deployed in such a manner that all areas should be neat and clean for the day before 9.00 AM in the morning.
- 34.** The Contractor will ensure that all the cleaning/housekeeping works as detailed in relevant Annexure are done to the satisfaction of the authorities of NGMA.
- 35.** The person, deployed by the Vendor, shall also perform the work of shifting, loading and unloading as also any other work concerning housekeeping and matters assigned in the interest of the NGMA.
- 36.** Any transfer of change in the deployment of personnel shall be brought to the notice of the Drawing & Disbursing Officer, NGMA and he shall be within his rights to remove or get changed any personal whom he considers unsuitable/ unfit for the job being entrusted to him/her.
- 37.** If any staff of the contractor is found absent from his duty or found to be neglecting the duty assigned or showing improper demeanour or found indulging in misbehaviour or shows untruly improper conduct or found consuming alcoholic drinks, pan, smoking, loitering without work or is found not in proper uniform, then necessary recovery of the wages for the said person shall be made at double the rate. In that event he shall not be treated on duty on that date.

38. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NGMA shall, in no way, be responsible for settlement of such issues whatsoever
39. Awarding of the work of cleaning/housekeeping service shall not be construed or interpreted as the creation of any agency or partnership between the NGMA and the contractor or relationship being or deemed as created between the NGMA and any employee/staff of the contractor. The relationship between the contractor and the NGMA shall be expressly and completely as per the above terms and conditions and is not open to any further or other construction or interpretation.
40. Sufficient quantity of quality/branded materials should be utilized for cleaning etc. and should be available at site with contractor in advance.
41. The quality assurance of the maintenance will be monitored weekly on the basis of the report furnished by the Contractor.
42. The agency shall constantly keep in touch with NGMA regarding the service arrangements provided to the NGMA and abide by the instructions and directive issued by the Drawing & Disbursing Officer, NGMA in this regard from time to time.
43. In case of non-performance/ inadequate performance, the National Gallery of Modern Art reserve the right to get the work done from other sources at the risk & cost of the agency.
44. The NGMA shall be entitled to impose a penalty to the extent of **Rs. 1, 000/-** on each occasion upon the contractor/agency in the event of breach, violation or contravention of any of the terms & conditions of the contract. The penalty will be imposed to the extent of **Rs.2000/-** on each occasion if the performance of the contractor/ agency is not improved even after issuance of written warning. The decision of the NGMA in this regard shall be final and binding upon the contractor/ agency.
45. The company shall be entitled to the monthly payment only after a satisfactory performance report is given by the Security Maintenance Section of NGMA to the Drawing & Disbursing Officer.
46. The service provider will submit the bill in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
47. The contract is initially for a period of one year .However, if the service of the contractor are found to be satisfactory by NGMA, the contract could be extended for one more year, in writing, on the same terms and conditions or such amendments as mutually agreed to. The validity of contract comes to an end ipso facto by efflux of time unless otherwise renewed/terminated.
48. The contract shall be further subject to such other items, conditions and instructions as may be imposed/issued by the NGMA from time to time. The decision of the NGMA arrived at will be final and no representation of any kind will be entertained on the above.
49. NGMA reserves the right to modify and/or amend any of the above stipulated conditions/ criteria depending upon its requirement. NGMA also reserves the right to cancel the tender without assigning any reason therefor.
50. Termination Clause: The contract can be terminated with three months prior notice by the tenderer and one month's notice by the National Gallery of Modern Art. Notwithstanding the aforesaid point,

if the tenderer shall neglect or fail to carry out the Contract, the National Gallery of Modern Art shall have the right to terminate the contract, forthwith and engage another supplier/service provider to carry out the work/ services at the risk and cost of the tenderer.

51. Number of manpower under any category may increase or decrease at any point of time depending upon the exigency of the work.
52. The service providers shall engage necessary number of personas required by this department from time to time the said persons engage by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this department and further the said persons of the service provider shall not be entitled to claim any employment, engagement or absorption against the vacancies in any post in the NGMA, in future.
53. The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this department.
54. Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the NGMA from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same.
55. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligation under all related legislation as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group Insurance if its employees engaged in this department.
56. This being a service contract all men, all material and machinery will be arranged and deployed by the contractor at the rate quoted in the financial bid.
57. That all the disputes of differences arising between the parties out of or relating to construction meaning and operation or effect of this Term & Conditions of Tender and/ or subsequent agreement or breach thereof shall be settled by the sole Arbitrator who may be appointed with the consent of both the parties in accordance with the provision of Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The place of Arbitration shall be New Delhi. The decision of the Arbitrator shall be final and binding upon both the parties. The expenses of the Arbitrator as determined by the Arbitrator shall be shared equally by the Parties. However, the expense incurred by each Party itself. Arbitration award shall be in writing and shall state the reasons for the award.

Encl:-

Annexure-I-Scope of work

Annexure-II- Area covered under the contract

Annexure-III-Technical Bid

Annexure -IV-Declaration

Annexure-V- financial Bid

Annexure -VI- Format of Agreement

To,

1. The websites of CPP Portal and NGMA
2. As per list for postal enquiries

Annexure-I

SCOPE OF WORK
FOR PROVIDING SANITATION/HOUSEKEEPING SERVICES
AT NATIONAL GALLERY OF MODERN ART,
JAIPUR HOUSE, INDIA GATE,
NEW DELHI-110003.

The total area to be cleaned will be approx. 69,742.83 *sq.mtr.* (26,914.36 *sq.mtr* covered, 23,754*sq. mtr.* Open area and 19,074.47 *sq.mtr* .basements.) The area may increase or decrease depending upon the exigencies of work. The scope of the work will be inter-alia as detailed below:-

Daily service.

- *Scrubbing of floor with machines.*
- *Cleaning of sanitary fitting of toilets/bath rooms.*
- *Cleaning of laminated surfaces of partition, fixtures etc. with colin/clenjo etc.*
- *Thorough cleaning of entire premises around the gallery building except the lawns at least 2 or 3 times a day.*
- *Naphthalene balls and liquid soap in all toilets to be provided.*
- *Dustbin to be made empty and garbage to be taken out from gallery premises* *Removal of dead birds, rates and animals.*

Weekly (Monday)

1. Washing of corridors, stairs, ramp, room, halls, dustbin etc.
2. Washing of walls tiles & Toilet blocks.
3. Removal of cobwebs.
4. Cleaning of Roofs.

Fortnightly

1. *Cleaning of window panes, roller blinds and doors of all floors*
2. *Glass cleaning*

In addition to above, cleaning activity will be carried out as when required on any special occasion.

Annexure-II

AREAS TO BE COVERED UNDER THE CONTRACT

S.NO	Particulars
	ADMINISTRATIVE BLOCK (NEW WING) BLOCK I
A.	GROUND FLOOR
i.	Auditorium, Preview Theatre. Conference Room,3 Staff Room, Cafeteria and attached Toilets
ii	Corridor & Lobby
iii	Toilet 07 Nos.
B.	FIRST FLOOR
i.	Corridor & Lobby
ii	Rooms 10 Nos. Restoration lab.
iii	Stairs/ fire exit stairs
iv	Toilets 02 nos.
C.	<u>SECOND FLOOR</u>
i.	Corridors
ii	05 Rooms
iii	Library
iv.	Stairs
v.	Toilet 02 Nos.
Vi	Lobby
D.	BASEMENT (-)1
i.	Canteen, Store, Record Room, Publication Store, Cafeteria, Corridor etc.
E.	BASEMENT(-)2
	Reserve Collection, Workshop, CCTV Control Room, corrid Corridor Etc.

	Particulars
	<u>NEW WING (BLOCK II & III) (GALLERY AREA)</u>
F	<u>GROUND FLOOR, Basement, Ramp.</u>
(i)	Toilet 03 Nos.
(ii)	Corridor & Lobby
(iii)	Reception
(iv)	Temporary Exhibition Halls
G	FIRST FLOOR
(i)	Gallery
(ii)	Toilets 04 Nos.
H	SECOND FLOOR
(i)	Gallery
(ii)	Toilet 04 Nos.
1	Central Toilet at Parking Area
2	SWEEPING OF ENTIRE OPEN AREA, LAWNS AND SARVICE LAWNS

NATIONAL GALLERY OF MODERN ART JAIPUR HOUSE, INDIA GATE NEW DELHI-110003

TECHINCAL BID

Sub:- Engagement of Private Agency for cleaning/ housekeeping work.

Note:- Self-attested copies of registration/licenses should be enclosed.

1. Name of the Firm along with full Postal Address & Telephone Number; address and telephone number of the Director/Proprietary and Chief Executive of the firm:-

2. Registration No. of firm (enclose photocopy):-

3. Annual turn-over of Rs. 2,00,00,000/- (Rs. Two Crores only) per annum during the last three preceding Financial Year duly certified by C.A. (Enclose Photocopy of Balance sheet and Profit & Loss A/Cs for the last three financial year)

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. lacs)	Remarks if any
2014-15		
2015-16		
2016-17		

4. PAN/GIR Card and photocopies of I.T Assessment for last 3 years:-

5. Service Tax registration No. with proof:-

6. Valid Contract Labour Licence No. of the Firm obtained From the Competent licensing Office (enclose photocopy);-

7. Registration/Code No with Employees State Insurance authority. Enclose return for the latest period:-

8. Registration No. with Provident Fund authority Enclose PF return for the latest period:-

9. Deployment chart of the personnel with justification:-

10. Detailed Work Plan:-

(Separate sheet may be attached, if required)

11. Additional Number of personnel, which the firm is Capable of providing at one time immediately in case of special occasions if the contract accepted.

12. Give details of the major similar contract including at least two of Government/PSUs handled by the tendering Company/ Firm/ Agency during the last five years in the following format:-

s.no	Details of client along with address, telephone and Fax number, e-mail id	Duration of contract	
		From	To
1.			
2.			
3.			

(1) If the space provided is insufficient, a separate sheet be attached

(2) Copy of the work-order of the clients may be enclosed)

13. Details of Earnest money deposited:-

a) Amount _____

- b) Bank Draft/Pay/Order_____
- c) Date of issue of BD/PO_____
- d) Name of the issuing Authority_____

14. Declaration – See Annexure-IV

Signature_____

Name: (In block latter) _____

Designation _____

Name of the Firm_____

Date:

Place:

Seal:

Annexure-IV

DECLARATION

1. I _____ Son/Daughter/wife of Shri -----
-----'Proprietor/Director/ authorized signatory of the
Agency/ Firm mentioned above, is competent to sign this declaration and execute this tender
document;-
2. I have physically inspected the premises occupied by NGMA and understood the volume the
work. I have also carefully read and understood all the term and conditions of the tender for
carrying out cleanliness and housekeeping work of the office premises occupied by NGMA
,New Delhi having total areas of 69,742.83 sq. mtr (approx.) with deploying adequate
manpower /workers and undertaking to abide by them.
3. The information/ documents furnished along with the above application are true and
authentic to the satisfaction of my knowledge and belief. I. we, am/are well aware of the fact
that furnishing of any false information/fabricate document would lead to rejection of my
tender at any stage besides liabilities towards Prosecution under appropriate law.

Date

Signature of authorize person

Place:

Full name:

Seal:

Annexure-V

NATIONAL GALLERY OF MADERN ART JAIPUR HOUSE, INDIA GATE

NEW DELHI- 110003

FINACIAL BID

Sub:- Engagement of Private Agency for cleaning/ housekeeping work.

1. After physical inspection of premises occupied by NGMA and understanding the volume of work as also having read and accepted all term and conditions in the tender document, rate quoted for cleanliness and housekeeping work including removal of garbage are as flowing:-

S. No.	Component of Rate	Amount
1.	Net monthly amount to be charge by the agency/firm for Providing the service in question. (please attach break up inclusive of no of persons salary components, material/ consumable item and machinery, <u>removal of garbage, contractor's administrative/ service charges etc.</u>	Rs. (Rupees in Words)
a.	Rate per sq. mtr. per month in respect of built-up area	Rs. (Rupees in Words)
b.	Rate per sq. mtr. / per month for sweeping of entire open area, lawns and service lanes.	Rs. (Rupees in Words)
c.	Rate per sq. mtr./ per month for glass/ window cleaning	Rs. (Rupees in Words)
2.	Taxes-extra as applicable.	Rs. (Rupees in Words)
	Total (Co. 1+2) (excluding a, b, and c)	Rs. (Rupees in Words)

Date
place:
seal:

Signature of authorized person
Name:

Notes: 1. Basic wages per person/ per month should not less than the minimum wages prescribed by the Labour Department of Government of NCT of Delhi. Salary

component should indicate amount of ESI, DA, PF Bonus in percentage term of the basic wages, etc. also as prescribed by various authorities.

2. The rate quoted by the tendering agency should be exclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
3. The payment shall be made conclusion of the calendar month only for the period for which services have been provided.

Annexure - VI

AGREEMENT

The agreement made on thisday of (month).....
(Year).....between M/S

.....herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successor, heir, executors, administrative representative and assignee) of the part & the National Gallery of Modern Art, Government of India, Jaipur House, India Gate, New Delhi herein after referred to as the NGMA, New Delhi, of other part.

Whereas the contractor has offered to enter into with the said NGMA, New Delhi, for providing the services ofin the NGMA, New Delhi on the terms and conditions herein contained and the rate approved by the NGMA, New Delhi, (at the rates Rs.....per month+ applicable taxes, levies, duties and cess etc. for the service of each.....) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the Security Deposits.

Now these presents witness, it is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contact that is to say from (Date) To (Date) For Rs..... (In words).....peror until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means ofemployed at his own expenses, all other associated works as described in Bid documents, when the NGMA, New Delhi requires. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

3. The contractor shall also supply the requisite number of..... with means & vehicles for transportation etc. required for the proper execution of work whining the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the NGMA, New Delhi, is not/shall not ever be admitted as partner in the contract.

5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated the Bid document including any correspondence between the contractor and the NGMA, New Delhi, having bearing on execution of work and payments of the work to be done under the contract.

In witness whereof the parties present have into set their respective hand seals the day, year
in.....

Above written

()

Signature on behalf of NGMA, New Delhi

Name:

Designation

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness: 2

Signature:

Name:

()

Signature on behalf of Contractor

Name:

Designation

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness: 2

Signature:

Name:

Signature & seal of the Tenderer