

NATIONAL GALLERY OF MODERN ART, BENGALURU
(MINISTRY OF CULTURE GOVERNMENT OF INDIA)
Manikyavelu Mansion, 49, Palace Road
Bengaluru – 560 052 Tel: 080-22342338 Fax: 080-22201027
E-mail: ngma.bengaluru@gmail.com

NGMA/BLR/SECURITY/170/2019-20/ 9737

09th May 2019

TENDER NOTICE

The National Gallery of Modern Art, Bengaluru (NGMA Bengaluru) invites sealed tenders from reputed and established agencies for rendering “Security, Surveillance and Vandal prevention services” for the NGMA Bengaluru complex for a period of 1 (one) year extendable on mutual consent for further period. The tender form can be downloaded from NGMA website www.ngmaindia.gov.in or can be obtained from the office of the Director, NGMA Bengaluru at the above address **up to 20.06.2019 (11.00 A.M)**. Sealed tenders, superscribing on the envelope, “Tender for providing Security and Surveillance Services” along with earnest money of Rs.40,000/- will be received **up to 17.00 hrs on 21.06.2019**. The Technical Bids will be opened at 16.00 hrs on 24.06.2019 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.



DIRECTOR
National Gallery of Modern Art,
Bengaluru

Director
National Gallery of Modern Art
Manikyavelu Mansion,
49, Palace Road,
Bangalore - 560 052.

NATIONAL GALLERY OF MODERN ART, BENGALURU
(A subordinate office of Ministry of Culture Government of India)
Manikyavelu Mansion, 49, Palace Road
Bengaluru – 560 052 Tel: 080-22342338 Fax: 080- 22201027
E-mail: ngma.bengaluru@gmail.com

**TENDER NOTICE FOR SEALED TWO BIDS TENDER FOR SECURITY, SURVEILLANCE
AND VANDAL PREVENTION SERVICES**

The National Gallery of Modern Art, Bengaluru (NGMA Bengaluru) invites sealed tenders from reputed and established agencies for rendering Security, Surveillance and Vandal prevention services for the NGMA Bengaluru complex for a period of 1 (one) year extendable for a further period 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, Surveillance and Vandal prevention services.” 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, Surveillance and Vandal prevention services” along with earnest money of Rs.40,000 will be received **up to 17.00 hrs of 21.06.2019**. The Technical Bids will be opened in the conference room of the office **at 16.00 hrs on 24.06.2019** 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.2 (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 and Vandal prevention service alone.
- III) Should furnish Solvency Certificate from a scheduled bank for Rs.30 lakhs obtained after 1st April 2019.

- 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, Surveillance and Vandal prevention 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, Surveillance and Vandal prevention 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

Last date and time for receipt of tenders
along with EMD of Rs.40,000:

21.06.2019 (17.00 hrs)

Date and time of opening of Technical Bid:

24.06.2019 (16.00 hrs)



DIRECTOR
National Gallery of Modern Art,
Bengaluru

Director
National Gallery of Modern Art
Manikyavelu Mansion,
49, Palace Road,
Bangalore - 560 052.

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 close 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.40,000 in the form of DD/Pay Order drawn in favour of Director, 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, GST No. & 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 Employee Provident Fund, ESI, Bonus, Gratuity, Leave, Uniform charges and incompliance 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 based on Rs. 7000 per month salary which may be revised from time to time. The EPF calculation shall be on the maximum wages (including VDA) as per the provisions of EPF Act.*
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 tender 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 approximate value of the tender is Rs.93.03lakhs per annum. The successful tenderer shall render a Performance Security Deposit of Rs.5,00,000/- (Rs. Five Lakhs) by way of Bank Draft/Pay Order in favour of the Director, 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 further 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 not in uniform per person Rs.150/- per day.
 - 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 his/her 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 authorities, 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 approximate requirement of manpower would be 03(three) Gunman, 09 (nine) Security Guards, 03 (three) Security Supervisors for 24hrs duty. About 15(fifteen) Gallery Guards are also required for performing security guard duty at the galleries of NGMA, Bengaluru. This requirement of NGMA may increase or decrease on requirement basis and as per the instructions of Director, NGMA, Bengaluru. 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. a) While working on machines including arms & ammunitions (Guns), Handheld metal detectors, underbelly mirror scanner for vehicles and any other portable gadgets the workers using should be provided with proper safety measures so as to ensure his/her personal safety against all possible accidents.
- b) 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 organization, either the firm nor its workers shall have any claim on this organization for compensation or financial assistance on this account. Undertaking from the firm and from the persons to this effect shall be required to be submitted to this organization.
- c) The contractor shall at his own cost, if required, take necessary insurance coverage in respect of its 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.
- d) The Vendor shall provide adequate work-force as per the requirement of NGMA, Bengaluru after assessment of the Deployment Details provided. The tenderer shall only deploy manpower whose age shall be between 18-45 years, He/ She should be physically fit and medically certified for good health and educated 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.
- e) The Contactor shall ensure and guarantee the conduct, behavior 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.
- f) Any transfer of change in the deployment of personnel shall be brought to the notice of the Administrative 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.
- g) 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.
- h) 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.

i) 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 of its employees engaged in this department.

j) This being a service contract all men material and machinery will be arranged and deployed by the contractor at the rate quoted in the financial bid. This includes hand held metal detectors, (two numbers) underbelly mirror scanner for vehicles (one number) and any other portable gadgets like night vision goggles, walkie talkies required in the intend of the safety, Surveillance and vandal prevention to NGMA Premises shall be provided by the contract/vendor and nothing extra shall be payable to him/her on this account.

m) A separate statement may be attached for the breakup of financial bid quoted, inclusive of no. of persons to be engaged as per requirement of NGMA, Bengaluru (Refer serial No. 13), salary components like EPF, ESI bonus etc., including other statutory requirements, Tool & machinery and contractor's administrative/service charges etc.,

16. **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.**
17. **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.**
18. **Payments to the employees will be made in front of the authorized representative of NGMA, Bengaluru.**
19. **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.**
20. **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 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.**
21. **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.

22. 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 there under 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

Encl:

1. Annexure 'A' – Technical Bid
2. Annexure 'B' – Declaration
3. Annexure 'C' – Financial Bid
4. Annexure 'D' – Format of Agreement

Director
National Gallery of Modern Art
Manikyavelu Mansion,
49, Palace Road,
Bangalore - 560 052.

ANNEXURE A

NGMA/BLR/SECURITY/170/2019-20

Dated: 09/05/2019

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. GST No. -----

7. Audited Balance Sheet certified by registered chartered accountant for three years i.e. 2016-17, 2017-18 and 2018-19.

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 2014-15.
12. Certificate of registered chartered accountant regarding turnover of agency's security and Surveillance services for each of last 3 years : 2016-17, 2017-18 and 2018-19.
13. Solvency Certificate from a scheduled bank, for 30 lakhs obtained after 1st April 2019.
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: -----

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ANNEXURE B

National Gallery of Modern Art, Bengaluru
Part B- FINANCIAL BID
SECURITY, SURVEILLANCE AND VANDAL PREVENTION
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, Bengaluru and understood the volume the work. I have also carefully read and understood all the term and conditions of the tender for Security, Surveillance & Vandal Prevention work of the premises occupied by NGMA, Bengaluru having total areas of 300248 sq. ft (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.
4. . 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.

Place: -----

Date: -----

Signature: -----

Name: -----

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ANNEXURE-C
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.

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

Note:

1. The above rate does not include GST/ any other taxes, which are applicable as per law.
2. 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.
3. NGMA will reimburse any additional liability incurred by agency during the period of contract due to revision of statutory acts like minimum wages, EPF, ESI, Bonus, VDA etc. However, the profit margin will remain constant throughout the period of contract.
4. All security guards/security Supervisor (except security guards for gallery duties) are to be provided in 8 hourly three shifts round the clock for 24 hours in a day.
5. Security guards for gallery duties will have one shift duty from 11.00 am to 6.30 pm on weekdays and 11.00am – 8.00pm on Saturday & Sunday with one day as weekly off on Monday 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.
6. 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.
7. Approximate requirement of manpower per month is as mentioned in Para 13 of "Other terms & conditions" of this tender document which may be increased or decreased as per the site requirement and also as per the instructions of officer in charge of NGMA, Bengaluru.

Place
Date

Signature
Name
SEAL

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Annexure D

Agreement for Security, Surveillance and Vandal Prevention Services

This Agreement made on this day of two thousand nineteen between the National Gallery of Modern Art, a Subordinate office of the Ministry of Culture and having its office at Manikyavelu Mansion, No.49, Palace Road, Bangalore 560 052 (hereinafter referred to as NGMA) of the ONE PART

AND

Mr. M/s. (address) (hereinafter referred to as Contractor) of the OTHER PART.

Whereas the NGMA is desirous of giving a job contract for providing the security arrangement at the National Gallery of Modern Art, #49, Manikyavelu Mansion, Palace Road, Bangalore – 560 052 and whereas the contractor has offered to provide the security arrangement on the terms and conditions hereinafter stated.

WHEREAS, the Contractor has represented that he is a registered contractor under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar from him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses etc and the contractor shall report the compliance thereof to the NGMA. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS NGMA has agreed to award the contract of work of security arrangements and to keep a strict watch and ward of the land and properties as mentioned in Annexure A.

AND WHEREAS the contractor has agreed to furnish to the NGMA a security deposit of Rs.5,00,000 (Rupees Five Lakh only) by way of Bank Guarantee or by Bank Draft drawn in favour of Director, National Gallery of Modern Art, Bengaluru.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under :-

GENERAL CONDITIONS

That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor or the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the NGMA shall accrue/arise implicitly or explicitly.

That one taking over the responsibility of providing Security arrangements, the contractor shall formulate the mechanism and duty assignment of Security personnel in consultation with the Director, NGMA, or his nominee. Subsequently, the contractor shall review

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the Security arrangement from time to time and advise the Director, NGMA for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director (NGMA) or the officer designated by the Director in this respect for time to time.

That the Director of NGMA or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contract shall immediately withdraw and take suitable action against such persons on the report of NGMA in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director (NGMA) in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall provide security and keep watch and ward of the land and properties as detailed in Annexure-"A" as deemed fit by him in consultation with the NGMA.
2. That the manpower should be deployed as per terms and conditions and in consultation with the Director, NGMA or her nominee.
3. That for performing Security duties, the contractor shall deploy persons round the clock in eight hour shifts only. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the contractor shall engage medically and physically fit persons preferably below the aged of 50 years for security duties.
4. That the contractor should get the verification of character and antecedents of each individual to be deployed through local police prior to his deployment in NGMA and proof of such verifications be submitted to NGMA for record.
5. That the contractor shall submit details of the names, parentage, residential address, age, etc., of the persons deployed by him in the premises of the NGMA, for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification etc., and such employees shall display their Identity cards at the time of duty.
6. That the contractor shall ensure that the persons so deployed do not allow any property of the NGMA to be taken out of the premises without a Gate Pass signed by the designated officials of the NGMA. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The Administrative Officer of the NGMA shall make suitable arrangement to ensure compliance.
7. The contractor shall report promptly to the NGMA any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets

movable or immovable of the NGMA and if there is any loss to the NGMA on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the NGMA.

8. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NGMA and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act 1970, Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act 1938 and/or any other Rules/regulations; and/or statutes that may be applicable to them and shall further keep the NGMA indemnified from all acts of omission, fault breaches and/or any claim, demand; loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any by-laws or rules framed under or any of these the NGMA shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
9. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NGMA buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
10. That the contractor shall particularly abide by the provisions of Minimum wages Act. 1948 with Rules 1950 framed there under, as amended from time to time.
11. That the contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officer of NGMA.
12. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NGMA and shall on demand furnish copies of wages register/muster roll etc to the NGMA for having paid all he dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws having regard to the duties of NGMA in this respect as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour Regulations from time to time in regard to payment of wages, wages period deductions from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment inspection and submission of periodical returns.
13. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include shirt, pant, army cut, anklets, ankle boots web belt (with baton strap) baton beret with ceremonial hackle, whistle, loaded torches etc. The seasonal equipment such as Jerseys, Black coats in winters and rain coats in monsoon shall also be

provided by the contractor at his cost and NGMA shall have no liability whatsoever on this account. The uniform to be worn by the security personnel in NGMA shall be approved by the Director (NGMA).

14. The contractor shall provide all men material and machinery will be arranged and deployed by the contractor at the rate quoted in the financial bid. This includes hand held metal detectors, (two numbers) underbelly mirror scanner for vehicles (one number) and any other portable gadgets like night vision goggles, walkie talkies required in the intend of the safety, Surveillance and vandal prevention to NGMA Premises shall be provided by the contract/vendor and nothing extra shall be payable to him/her on this account.
15. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NGMA.
16. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provision of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director (NGMA) a sum as may be claimed by NGMA.

c. NGMA'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor he shall be paid all-inclusive monthly payment equivalent to the sum indicated against each category of security personnel and other categories of skilled manpower deployed in NGMA as under: -

S.No.	Category	Amount per month.
01.	Security Supervisor	
02.	Gun Man	
03.	Security Guards	
04.	Gallery Guards	

Plus GST as applicable

- (i) Payment for deployment of Personnel for fraction of a month will be made on prorata basis.
 - (ii) Such payment shall be made within 10 days of raising the bills by the contractor and duly certified by the officer designated by NGMA in this regard.
 - (iii) That the aforesaid amount has been agreed to be paid by NGMA to the contractor.
2. That the NGMA shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account of the services rendered by him upon production of GST registration and code number allotted to the firm by the competent authority.
 3. NGMA will reimburse any additional liability incurred by agency during the period of contract due to revision of statutory acts like minimum wages, EPF, ESI, Bonus, VDA etc. However, the profit margin will remain constant throughout the period of contract.

D. IDEMNIFICATION

That the contractor shall keep the NGMA indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case, NGMA is made a party and is supposed to contest the case, the NGMA will be reimbursed for the actual expense incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to NGMA on demand. Further, the contractor shall enter that no financial or any other liability comes on NGMA in this respect of any nature whatsoever and shall keep NGMA indemnified in this respect.

1. The contractor shall further keep the NGMA indemnified against any loss to the NGMA properly and assets. The NGMA shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E PENALTIES/LIABILITIES

- 1 That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
- 2 That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not into the entire satisfaction of the officer authorized by the Director of the NGMA in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under his agreement) the same shall be referred to the sole arbitrator who may be appointed with the consent of both parties in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Bangalore in India. The award will be binding upon the parties.
2. The arbitrator may give interim award(s) and/or directions as may be required.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

WITNESS

1.

For and on behalf of
National Gallery of Modern Art
Manikyavelu Mansion, No.49
Palace Road, Bangalore – 52.

2.

For and on behalf of