

CORRIGENDUM IN RESPECT OF THE TENDER PUBLISHED VIDE ADVERTISEMENT NUMBER 2/2019 ON 31/05/2019 AND ON THE GOVERNMENT E-PUBLISHING SYSTEM ON 28/05/2019 VIDE TENDER ID NUMBER 2019_MC_441894_1.

The following changes may kindly be noted in respect of the tender published for a food cart at NGMA, Mumbai.

- 1) Under the head 'GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER FOR OPERATING FOOD CART / CANTEEN AT NATIONAL GALLERY OF MODERN ART, MUMBAI ON LEAVE AND LICENSE BASIS' – page No.5, point number 8 (iii), '10%' should be read as '5%'.
- 2) Under the head 'GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER FOR OPERATING FOOD CART / CANTEEN AT NATIONAL GALLERY OF MODERN ART, MUMBAI ON LEAVE AND LICENSE BASIS' – page No.5, point number 8 (iv)"Pay entire amount of annual license fee in the form of a Bank Draft in favour of '**DDO, NGMA, Mumbai**'" be read as "**pay the license fee amount six monthly from the date of commencement of business**".
- 3) Under the head 'TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN NATIONAL GALLERY OF MODERN ART, MUMBAI', on page number 6, point number 3 should be read as

"The Licensee shall pay to the NGMA (M) / Licensor, license fee of Rs.2,22,000 (Rupees two lakhs twenty two thousand only) annually for such use and facilities provided for, more fully described in the Schedule of Agreement. The monthly license fee shall be inclusive of electricity and water charges as well as mandatory taxes. The water and electricity that will be supplied to the Licensee from the licensor's source for which the licensor shall take reasonable care to maintain adequate supply but the licensor shall not be liable for any damage or loss which may be caused by any deficiency in water or electric supply and the licensee will not be liable to any remission or compensation for such damage. The supply of Electricity and Water by the Centre is subject to availability of normal supply from respective services of BEST / MCGM to the Gallery."

- 4) Under the head 'TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN NATIONAL GALLERY OF MODERN ART, MUMBAI', on page number 6, point number 3 should be read as

"The License to operate the Food Cart will be valid initially for a period of one year from the date of commencement of contract subject to satisfactory operation and service as per the agreed terms and conditions. The licence may be renewed on year to year basis for a maximum period of three years with a 5% increase every year calculated on the License Fee, subject to compliance of the terms and conditions of the agreement by Licensee and providing satisfactory services by the Licensee and at the sole discretion of the Licensor."

- 5) Under the head 'TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN NATIONAL GALLERY OF MODERN ART, MUMBAI', on page number 9, point number 20 should be read as

"The successful tenderer / Licensee shall have to execute an Agreement / Deed of License (proforma for which is enclosed) within seven days from the date of the work order and pay to the Licensor six monthly license fee payable within 7 days of the expiry of the six month period."

- 6) Under the head 'TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN NATIONAL GALLERY OF MODERN ART, MUMBAI', on page number 9, point number 21 stands deleted.

- 7) Under the head 'TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN NATIONAL GALLERY OF MODERN ART, MUMBAI', on page number 9, point number 23 should be read as

"The Licensee shall have to deposit to the Licensor an additional sum equivalent to 5% of the annual license fee for the entire period of contract as security deposit for the due and complete performance of the provision of the terms, conditions and agreement and for providing satisfactory service in Food Cart. The deposit shall be made by cheque / bank draft in favour of 'DDO, NGMA, Mumbai' payable at Mumbai and no interest will be paid on the deposit for the period the Licensor retains it. The security deposit shall be refunded to the Licensee on successful completion of the period of the leave and license agreement, after deducting cost of damages and/or adjustment of any other dues."

- 8) Under the head 'TERMS AND CONDITIONS FOR RENDERING SERVICES FOR RUNNING Food Cart ON LEAVE AND LICENSE BASIS IN NATIONAL GALLERY OF MODERN ART, MUMBAI', on page number 9, point number 24 should be read as

"The Licensee agrees to pay the Licensor a six monthly compensation of Rs.1,11,000 (18,500/- x 6) (Rupees One lakh Eleven Thousand only) by cheque on or before the seventh day after the expiry of six month period from the date of commencement of business."

- 9) The offer form on pages 11 and 12 stand revised and should be read as follows:-

TENDER FOR OPERATING A FOOD CART AT NATIONAL GALLERY OF MODERN ART, MUMBAI

OFFER FORM

(To be submitted on the Letter Head of the Tenderer)

I / We have read, understood and accepted all the terms and conditions applicable for Operating Food Cart at National Gallery of Modern Art, Mumbai as laid down by NGMA, Mumbai under Ministry of Culture, Govt. of India, in the relevant tender document.

I / We hereby offer to pay to National Gallery of Modern Art, Mumbai a license fee of Rs (Rupees) per year for Operating Food Cart at National Gallery of Modern Art, Mumbai as per the terms and conditions laid down in the N.I. T. and agreement made for this purpose. The license fee shall be payable six monthly from the date of commencement of business.

My / Our business particulars are as follows:

i) Name (s) of the Tenderer : _____

ii) Name(s) of the Proprietor : _____

Partner (s)

iii) Permanent Address : _____

iv) Police Station : _____

v) Telephone Nos. : Office _____ Residential _____

: Mobile _____ Email: _____

vi) Name of Address

Of our Bankers : _____

I / We hereby confirm that all the information stated above true.

Date :

Signature of the Tenderer/ Constituted Attorney

Place :

with Office Seal

10) Under the head “TENDER FOR OPERATING FOOD CART AT NATIONAL GALLERY OF MODERN ART, MUMBAI”, “PROFORMA FOR AGREEMENT”, on pages 14 and 15, point number 1 and 2 should be read as below:-

- 1) *The Licensee to operate the Food Cart will be valid initially for a period of one year from the date of commencement of contract subject to satisfactory operation and service as per the terms and conditions. The license may be renewed on year to year basis for a maximum period of three years with a 5% increase every year subject to compliance of the terms and conditions of the agreement by Licensee and providing satisfactory services by the Licensee and at the sole discretion of the Licensor.*

- 2) *The Licensee shall have to deposit to the Licensor an additional sum equivalent to ‘5 %’ of the annual license fee for the entire period of contract as security deposit for the due and complete performance of the provision of the terms, conditions and agreement and for providing satisfactory services in Food Cart. This deposit shall be made in cash / bank draft in favour of “DDO, NGMA, Mumbai” and no interest will be paid on the deposit for the period the Licensor retains it. The security deposit shall be refunded to the Licensee on successful completion of the period of the leave and license agreement, after deducting cost of damages and/or adjustment of any other dues.*

Sealed tenders super scribed ‘Tender for operating Food Cart at National Gallery of Modern Art, Mumbai on leave and license basis’ will be received upto 3:30 p.m. on 19-07-2019. The tenders will be opened in the presence of the Tenderers / Representatives at 3:30 pm on 22-07-2019.

INSTRUCTIONS FOR FILLING OF THE TENDER

1. The instructions and specifications given herein in the tender document will be strictly binding on the tenderers and deviation, if any, make the tender or tenders liable to be considered invalid. Tender incorporating additional conditions by the tenderer or deleting any existing condition shall **not** be considered and shall be rejected outright.

2. Tender should always be placed in double sealed covers, superscribing “Tender for operating Food Cart at National Gallery of Modern Art, Mumbai on leave and license basis” due for opening at 3.30 pm on 22-07-2019.

3. The tenderer shall fill up the offer form in addition to general terms and conditions, pro-forma of agreement and declaration and submit the same along with their offer in sealed envelope duly signed with official seal in all pages as token of their acceptance of the terms and conditions for their offers.

4. An incomplete offer i.e. an offer received without prescribed offer form, general terms and conditions, pro-forma of agreement and declaration duly signed with official seal on all pages will be rejected straightaway without any reference to the tenderer
5. Telegraphic, Fax/E mail tenders and conditional offers shall **not** be accepted.
6. Tenderers shall submit along with the offer the following documents:
 - i) Photo copy of current and valid trade license
 - ii) Photo copy of valid Registration / License under the Contract Labour (Regulation and Abolition) Act with the appropriate Labour authorities.
 - iii) Photocopy of the valid GST Registration Certificate
 - iv) Photo copy of valid Income Tax Clearance Certificate along with copy of PAN, Copies of Income Tax returns for last 3 years.
 - v) Photo copy of documents in support of their working experience in **Food Cart** operation
 - vi) Copy of License for running the **Food Cart** from the Health Department.

Successful bidder shall produce the originals of the above documents for verification.
7. Insertions, Corrections and Overwriting in the offer form is **not** permitted and shall be rejected straightaway without any clarifications being sought.
8. The Director, National Gallery of Modern Art, Sir. C.J.P. Hall, M.G. Road, Mumbai-32, who does **not** bind herself to accept the highest bid and /or lowest tender, reserves the right to accept or reject any or all tenders or partially accept any of them without assigning any reason.
9. It may also be noted that weightage will be given to various technical aspects including experience, the spectrum of clients and work experience with government agencies.