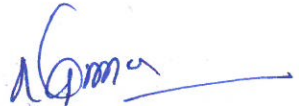


No.NGMA/BLR/HK/171/II/2018-19/7499

Dated: 31.12.2018

TENDER NOTICE

The National Gallery of Modern Art, Bengaluru (NGMA Bengaluru) invites sealed tenders from reputed and established agencies for rendering **House Keeping 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 House Keeping Services**' along with earnest money of Rs.50,000 (in a separate envelope) will be received up to 25.01.2019 (1700 Hrs). The Technical Bids will be opened on 01.02.2019 (1530 Hrs) in the conference room of the office 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
NGMA, Bengaluru

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

Tender notice for sealed two bid tender for House Keeping Services

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

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

The tenderers should have:

I - been in existence for at least 5 (five) years and have a minimum of 5 year experience in the field. (Enclose certificate from registered chartered accountant to this effect).

II- a minimum annual turnover (out of its House Keeping services) of **Rs. 50 lakhs** for each of the past 3 financial years. (Enclose certificate from registered Chartered Accountant indicating the turnover out of its House Keeping Services for the past 3 years).

III- Furnish Solvency Certificate from a scheduled bank for **Rs.15 lakhs** obtained after 1st January 2019.

IV- a current valid license under the Contract Labour (Regulation and Abolition) Act, 1970. (enclose a copy of the license).

V- Should be registered under goods and service tax act (GST) (Registration copy should be enclosed).

VI- executed at least two works of providing comprehensive House Keeping Services for an area of not less than 2 acres or 50,000 sq ft of built up area for a minimum period of **two** years in the last five years (enclose certificate from registered Chartered Accountant to this effect).

VII - Currently carrying out House Keeping 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).

VIII- Tenderers should also submit copies of Memorandum and Articles of Association /Partnership Deed the audited Annual Report certified by Chartered Accountant for the last three financial years.

IX- Should have ESI registration along with registration for EPF.
Should poses upto date income tax clearance certificate, with PAN/DIR no.

X- Experience certificate must have been signed by the owner of the company or by an officer no 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 /scheduled of work; and
- iii. Whether the work has been performed satisfactorily.

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 House Keeping Services".

Tenders submitted without EMD will be rejected. The accepted Technical Bids will be evaluated and Financial Bids of only those who satisfy the prequalification norms will be opened for further evaluation. The Financial Bid 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. Pre bid clarifications can be obtained from the Administrative Officer, NGMA Bengaluru well before the submission of the tenders.

Tender Schedule

1. Last date and time for receipt of tenders along with EMD of Rs.50,000/- 25.01.2019 (1700Hrs)
2. Date and time of opening of Technical Bid : 01.02.2019 (1530Hrs)

A- 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 the 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 form, earnest money of Rs.50,000/- in the form of DD/Pay Order only, drawn in favour of Director, National Gallery of Modern Art, Bengaluru. The earnest money of the successful tenderer will be liable to be forfeited if the tenderer does not fulfill 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.*** However, the EMD of the unsuccessful bidders will be returned within one month from the finalization of the contract. No interest will be paid for the EMD amount.
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, License No. under Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI No., allotted by the ESI authorities, PAN No. allotted by the Income Tax Department, GST registration copy 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 minimum wages according to The Contract Labour (Regulation and Abolition) Act 1970. The minimum Bonus payable shall be as per the payment of Bonus (Amendment) Act 2015. The EPF calculation shall be as per the provision of EPF act.
15. a) For evaluating the quotations, the element of minimum value of material to be used for providing House-keeping services (as per list attached) and garbage segregation and disposal may be included. All materials to be used for cleaning and other consumables shall be conformity with the specification/brand/make off government approved standards. The agency shall maintain sufficient stock of all items required for cleaning the premises. The service provider shall ensure all consumables are within the expiry. However, NGMA will provide water and electricity free of cost for the housekeeping services by the vendor at its premises.
b) 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 possible electric shock due to use of water or otherwise.
c) 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.
d) 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.
e) Cleaning, Washing & Dusting etc. are to be carried out for which all the materials/machines like brushes, pressure pipe, phenyl, nepthalin 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.
f) 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.
g) 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. The workforce should be deployed in a such a manner that all areas should be neat and clean for the day before 10.00am.

h) 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.

i) 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.

j) 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.

k) 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 it employees engaged in this department.

l) This being a service contract all men, all material and machinery will be arranged and deployed by the contract at the rate quoted in the financial bid.

m) A separate statement may be attached for the breakup of financial bid quoted, inclusive of no. of persons to be engaged, salary components like EPF, ESI bonus etc., including other statutory requirements, material/consumables, Tool & machinery, removal of garbage and contractor's administrative/service charges etc.,

16. 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.
17. It will not be binding on NGMA Bengaluru to accept the tender in totality. It can be accepted in parts.
18. False information/documents provided for consideration will result in disqualification of the bidder.
19. The forwarding letter should clearly indicate the list of enclosures. Each document/page of the tender should be signed by the tenderer with seal of the Agency/Firm.
20. The Director, NGMA Bengaluru reserves the right to reject all or any tender without assigning any reason.

B-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, who 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) The Agency shall pay the minimum wages as per the Contract Labour (Regulation & Abolition Act) 1970 and the Minimum Wages Act and other labour laws for the staff deployed by them in the campus of the National Gallery of Modern Art, Bengaluru for carrying out the house-keeping services. The Agency shall also abide by all provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and the Rules thereto. All wages and allied statutory benefits

like Bonus, ESI, uniform, etc., are to be paid by the Agency to the engaged persons. 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.

(b) The Agency shall make wage payments to the engaged manpower and furnish the documentary proof of having paid the minimum wages to each of the manpower staff deployed by them in NGMA, Bengaluru.

(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.

(c) 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, will deduct Income Tax at source under section 194-C of the Income Tax Act 1961 as applicable for 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 deposit a security deposit of Rs.1,50,000/- (Rupees One lakh fifty thousand only) 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 security deposit. The Bank Draft/Pay Order shall be given within three weeks of the approval of the contract. The validity of the Bank Guarantee 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 Bank Guarantee 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 other Contractor/Agency/Firm after the award of the work. The engagement of services is purely on service contract basis. The staff 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. The quality assurance and control shall be ensured by the service provider in all respects. The requisite supervisory staff shall be provided at the site of work for effective supervision and quality assurance work.

9. The Agency staff shall carry out duties as are entrusted to them by the NGMA, Bengaluru from time to time. The service provides shall take care of lifting, carrying and disposing dead birds, animals, rats & insects. The service provider shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering and shall not engage in any immoral act.

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

(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 be imposed for lapses on part of the Agency as follows.

- a. 0.25% of the monthly billed amount per incident upto a maximum of 5% of monthly bill for non- completion of the cleanliness operation mention in the contract.
- b. Immediate payment in actual/replacement equivalent to the value of the article theft/lost/damaged as decided by NGMA depending upon the gravity of the act if the employee is found responsible for any theft/loss of material/article and damages. Also. The manpower responsible to be replaced.
- c. The cumulative penalty should not exceed more than 10% of the total contract value.
- d. Worker on duty found not in uniform - Rs.150 per day per person.
- e. 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 service provider shall have his own establishment/setup/ mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. 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. 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 to be decided by the competent authority is final and binding on the Agency. The personnel deployed for House Keeping 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/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 in 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. No of manpower under any category may increase or decrease at any point of time depending upon the exigency of work. 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 in the interest of NGMA. The vendor is also required to deploy suitable manpower during NGMA functions etc.

15. The Agency should get the verification of character and antecedents of each individual to be deployed through the local police, prior to his/her deployment in the NGMA Bengaluru. Proof of the police verification report must be submitted to the NGMA, Bengaluru.

16. The deployed persons should be in the prescribed uniform with name plate or badge which is to be provided by the Agency and approved by the NGMA, Bengaluru.

17. Payments to the employees will be made in front of 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 7 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. NGMA, Bengaluru will not have any liability in a Force Majeure situation and the contractor would be paid based on the work done satisfactorily to the authorities of NGMA, Bengaluru only.

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 the 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. 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.

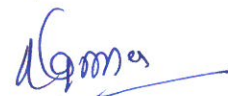
Annexure – I – Quantity of material and manpower requirement.

Annexure – II - Technical bid

Annexure – III – Declaration

Annexure – IV - Financial bid

Annexure – V - Format of Agreement



DIRECTOR

National Gallery of Modern Art, Bengaluru

Director
National Gallery of Modern Art
Manikyavelu Mansion,
49, Palace Road,
Bengaluru - 560 082.

ANNEXURE - I

The rates quotes by the service provided is deemed to have been included the following requirements.

a. Approximate areas breakup required to be maintain as per terms & conditions of the contract as under

Sl. No.	Description	Areas in Sq. ft
1	Sanitation	69403
2	Glass/Window cleaning	42522
3	Sweeping of Road Parking area roof tops, Hard standing etc.,	59460
4	Removal of garbage & disposing of a specified location out of NGMA premises as per the local corporation by laws on daily basis.	128863

Certain areas/portions are high raised and service provider should make his own arrangement for necessary tools & plants to access these areas and ensure satisfactory service. Nothing extra would be payable to the contractor on any account.

b. Minimum requirement of consumables items to be provided by the service provider for the housekeeping services deemed to be included in the rate quoted by the contractor is as follows. The list is indicative and not exhaustive. The service provider can visit site (NGMA, B premises) with prior permission of the competent authority and make his own assessment. The rate quoted by the contract is all inclusive and nothing would be payable to the contractor on any account what so ever.

Sl. No.	Item	Requirement monthly	Remarks (Make/Brand or any equivalent make / brand)
1	Liquid Soap oil in toilets/wash rooms	25ltr	Harphic
2	Naphthalene Balls	1.5kg	Feel free
3	Phenyl liquid	15 ltr	Tetra clean
4	Toilet cleaner	15 ltr	Harphic
5	Glass cleaning agent	15 ltr	Colin
6	Tissue papers (Hand tissue)	120 boxes	Ezee
7	Air fresheners (75 gm pkts)	40 pkts	Odonil
8	Air perfume	25 pcs	Odonil
9	Acid (HCL)	15 ltr	Harphic
10	Toilet paper rolls	150 rolls	Origami
11	Disposable bags for garbage collection (Biodegradable)	Big – 35nos Small – 35nos	
12	Liquid soap handwash General toilets	20 ltr	Fem
13	Urinal Cubes	50 pkts	Odofresh
14	Cleaning powder	10kg	Bleaching powder
15	Mosquito repellents (spray)	25 nos	All out
16	Glass Cleanser spray	30nos	Colin

- c. The following equipment should be provided by the service provider. However the list is not exhaustive. Any other item required for the purpose of housekeeping services may also be provided by the contractor and rates for the same is deemed to be included in the quoted rates.

Floor duster	3M Doodlebug	Floor wiper	Telescopic Rod
White duster	Mop Wringer Trolley	Hand Gloves	Pressure pump
Bamboo Brooms	Vacuum cleaner	Soft brooms	Safety signage's
Rubber stamps	Hard Brooms	Feather Brush	Kentuky Mop

- d. Minimum manpower assessed for ensuring housekeeping services by the service provider.

Minimum No. of resources required including men & woman – 08 (Approximately).

Minimum No. of Supervisors required – 01

Rate quoted by the contractor is deemed to have been included the above requirements.

Number of manpower under any category may increase or decrease at any point of time depending upon the exigency of the work and rate quoted by the service provider is deemed to be all inclusive and nothing extra will be payable to the contractor on any account

ANNEXURE - II

National Gallery of Modern Art, Bengaluru PART -A (TECHNICAL BID)

(Engagement of an Agency for providing House Keeping services and collection/disposal of garbage)

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/license No. of the Firm/Agency-----
under The Contract Labour (Regulation & Abolition) Act 1970.
 4. Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with-----

 5. Specify as to whether the Tenderer is a 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. 2015-16, 2016-17 and 2017-18.
 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 2012-13.
 12. Certificate of registered chartered accountant regarding turnover of agency's Housekeeping services for each of last 3 years: 2015-16, 2016-17 and 2017-18.
 13. Solvency Certificate from a scheduled bank, for Rs. 15 lakhs obtained after 1st January, 2019.

14. Certificate from registered Chartered Accountant for having executed at least 2 works of providing comprehensive housekeeping services for an area of not less than two acres or 50000 Sq. ft of built up area for a minimum period of one year in the last 5 years. (works to be specified).

15. Certificate of registered Chartered Accountant that the agency is currently carrying out housekeeping 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.

Place -----

Date -----

Signature -----

Name-----

SEAL

ANNEXURE – III

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 carrying out cleanliness and housekeeping work of the office 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.

Date Signature of authorize person

Place :

ANNEXURE IV
National Gallery of Modern Art, Bengaluru
FINANCIAL BID
HOUSE KEEPING SERVICES

(Engagement of an Agency for providing House Keeping services and collection/disposal of garbage)

1. After physical verification of premises occupied by NGMA, Bengaluru and understanding the volume of the work as also having read and accepted all terms & conditions in the tender document rate quoted for cleanliness and housekeeping works including removal of garbage are as following.

Sl. No.	Description	Unit	Rate In. Rs	Qty	Amount In. Rs
1.	Outsourcing of services for housekeeping of NGMA premises consisting of sanitary services, sweeping of roads, parking hard standing, rooftops, windows, glass cleaning, cleaning of cobwebs, dusting removal of garbage etc., inclusive of providing of sufficient man power consumable, Tools & Plants(T&P) etc., all as required and as per terms & conditions of the contract and as directed by NGMA authorities. (Please attach breakup inclusive of no. of persons, salary component, material/consumable item, machinery and contractors administrative/service charges etc.,)	Each job per month	₹ _____ (amount in words)	12	₹ _____ (amount in words)
2.	Goods & Services tax GST extra as applicable				

The service shall cover:-

- (a) Common areas at all levels inside the buildings include the floors, utility area open terrace, internal roads etc. excluding garden areas but includes roads, drains, and pavements, parking areas, etc.,.
 - (b) Garbage and waste collection and disposal as frequently as necessary and as directed, including kitchen and pantry waste and garden waste and disposing at specified location outside NGMA premises and at location as per local authorities.
 - (c) Sanitation services in all toilets and related areas including supply of consumables like soap, liquid soap refill and toilet paper.
 - (d) General cleanliness and sanitation of galleries, auditorium, office block, cafeteria, reception and outside premises.
 - (e) Any other specific service not listed above, but which are part of the category of cleaning service as per the International Best Practices.
- B- Details of the number of unskilled/skilled workers to be engaged daily (for 8 hours duty on all working days with one day as weekly off) for the job of House Keeping/Cleaning required to be undertaken as per this tender notice along with various components like salary including ESI, SPF bonus etc., as per statutory requirement, material/consumables, machinery, removal of garbage & contractor's service charges may be indicated in a separate statement.
- C- The minimum requirement of material, consumables, manpower and use of tools & plants to be used for achieving the job of House Keeping/Cleaning including removal of garbage area as per Annexure – I (attached Annexure-I duly signed)

Place -----

Date -----

Signature -----

Name -----

Address -----

SEAL

ANNEXURE V

Agreement for House Keeping/Cleaning work and disposal of Garbage.

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 it's of the at #49, Manikyavelu Mansion, 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 House Keeping /Cleaning work and Disposal of Garbage 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 an House Keeping /Cleaning work and Disposal of Garbage 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.1,50,000 (Rupees One Lakh Fifty Thousand 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 : -

2. 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 House Keeping arrangement, the contractor shall formulate the mechanism and duty assignment of House Keeping personnel in consultation with the Director, NGMA, or his nominee. Subsequently, the contractor shall review the House Keeping 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 contractor 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 work Force should be deployed as per our terms and conditions and in consultation with the Director, NGMA or her nominee.

2. 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 age of 45 years for duties.
3. 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 verification be submitted to NGMA for record.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
- 9 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.
10. 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.
11. That the contractor shall make the payment of wages, etc. to the persons so deployed 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.

12. That the uniforms including shoes, hand gloves etc., supplied by the contractor at his own cost to the persons deployed for this work. The seasonal equipment such as Jerseys, coats, 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 House Keeping Personnel in NGMA shall be approved by the Director, NGMA.
13. 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.
14. 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: -

Sl. No.	Category	Amount per month
1.	Sanitation Services	
2.	Glass/window cleaning	
3.	Sweeping of Lawn	
4.	Removal/Disposal of Garbage	
5.	Net monthly amount per month to be charged 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, contractor's administrative/service charges etc., (sum of 1+2+3+4 above)	Rs. (Rupees in Words)

Payment for deployment of Personnel for fraction of a month will be made on pro-rata basis.

- (A) 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.
 - (B) That the aforesaid amount has been agreed to be paid by NGMA to the contractor.
 - (C) The above payment includes for consumables as per minimum requirement of consumables enclosed to this agreement.
 - (D) The payment at the above mentioned fixed rates by NGMA shall be made. Even if there is any future increase in the payment of minimum wages/VDA etc., as announced under the labour law or otherwise by the Government of India, the contractor is liable to pay wages accordingly and NGMA, Bengaluru will have no liability in this regard during the contract period.
2. That the NGMA shall reimburse the amount of Good & Services Tax (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.

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 liabilities come 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 property 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 of 0.25% of the monthly billed amount up to a maximum of 5% of the monthly bill for a particular month will be imposed. The cumulative penalty should not exceed more than 10% of the total contract value.

F. COMMENCEMENT AND TERMINATION

1. That this agreement comes into force w.e.f. 2019 and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That 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 neglects or fails to carry out contracted work or is otherwise negligent in the performance of 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 contractor.
3. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for NGMA.

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
#49, Manikyavelu Mansion,
Palace Road, Bangalore – 52.

2.

For and on behalf of