

**F. No29035/2013/NGMA
March , 2014**

NOTICE INVITING TENDER

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

Interested bidders may submit their bids either in the Tender Box kept at Gate No.1 or through Speed Post **within 15 days from the publication of this Tender Notice in the Newspapers.**

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

**(Prof. Rajeev Lochan)
Director**

F. No 29035/2013/NGMA
National Gallery of Modern Art
Government of India
Ministry of Culture
Jaipur House, India Gate
New Delhi-110003

Subject: Outsourcing of services of various categories of manpower in National Gallery of Modern Art (NGMA), New Delhi.

Sealed tenders are invited for and on behalf of the Director, NGMA, from registered and reputed manpower supplying agencies for outsourcing of the services of various categories of manpower in the National Gallery of Modern Art, New Delhi.

2. Qualifications, experience, duties etc. of various personnels are as under:-

Sl. No.	Type	Number	Work	Qualification	Age
1	Office Executive	01 One	Experience of Establishment, Accounts and Administration matters of a Central Government Ministry/ department/Attached Office/ Subordinate Office of Government of India. Attending to any other work assigned to them.	Should have retired minimum from the post of Section Officer in the Govt. of India. Persons from Central Secretariat Service (CSS) cadre would be given preference.	Upto 62 years
2	Office Assistant	02 Two	Experience of Establishment, Accounts and Administration matters of a Central Government Ministry/ department/Attached Office/ Subordinate Office of Government of India. Attending to any other work assigned to them.	Should have retired minimum from the post of the Assistant in the Govt. of India. Persons from Central Secretariat Service (CSS) cadre would be given preference.	Upto 62 years
3.	Front Desk Executive	01 One	Attend phone calls, visitors and other public relations activities; Typing the official letters and other documents. Attend to any other work assigned to them and proficient in using office gadgets like photocopying, Fax Machine Key Telephone Systems, Scanners etc. Attending to any other work assigned to them.	Should be atleast Graduate in a recognized University and having good knowledge of MS Word, MS Access, Windows, MS-Office, internet, etc. Candidate should have good communication skills in English and also good typing speed (20 wpm) in English and experience of one year in the domain. The applicant who has worked in government offices would be preferred.	22-40 years
4.	Data Entry Operator	02 Two	Computer data entry, preparing of reports and other general office documents. Typing the official letters and other documents. Attend to any	Should be atleast 10+2 having good knowledge of MS-Word, MS-Access, Windows, MS-Office, MS- Excel, MS Power Point, internet, etc. Candidate should have typing speed of 30 WPM (Minimum) in English	21-40 years

			other work assigned to them and proficient in using office gadgets like photocopying, Fax Machine Key Telephone Systems, Scanners etc. Attending to any other work assigned to them.	and 20 WPM (minimum) in Hindi, and experience of one year in the domain. The applicant who has worked in government offices would be preferred.	
5.	Library Attendant	01 One	Dusting & cleaning of books; Examination of book cases and periodicals/sequence of books; Pasting of Newspaper cuttings; Issue of books/shelving etc. Vigilance of Reading Room; Attending to any other work assigned to them.	Should be atleast a Matriculate or equivalent of a recognized university/board. 01 year's experience in a recognized Library preferably in a Government Library.	20-40 years
6.	Casual Worker (Un-skilled)	03 Three	Attending to routine jobs including movement of files, delivery of dak to other offices, maintain the file records, loading /unloading, movement of office furniture, equipment etc. Attending to any other work assigned to them.	Should be at least Matriculate	18-40 years
7.	Casual Worker (Skilled- 03 for Carpentry Work and 01 for Painting work)	04 Four	<p><u>Carpentry works:-</u></p> <p>Preparation of frames, pedestals for art objects; Preparation of Panelling, partition of Plywood Fabrication of show cases, Glass show cases etc.; To handle hand-saw machine and sawing machine, electric Randhas etc.; Packing & opening of exhibition boxes; Hanging & fixing of art objects in the Galleries. etc. Attending to any other work assigned to them.</p> <p><u>Painting Works:-</u></p> <p>Painting of pedestals, doors, windows, walls ceilings etc. of the Gallery; Writing of sign Boards, Name plates etc.; Scraping of walls and renovation of Galleries; Doing of all spray work of painting of walls, windows, etc. Attending to any other work assigned to them.</p>	<p><u>For Carpentry works:-</u></p> <p>Should be atleast 10+2 of a recognized university/board. Certificate in carpentry from ITI or any recognised institution. At least one year's experience in designing and preparation of frames and pedestals in a Gallery or Museum according to each painting/Sculpture and conversant with the technique of dovetail joints or one year experience elsewhere in making furniture frames etc. and conversant with the technique of dovetail joints.</p> <p><u>For Painting works:-</u></p> <p>Should be atleast a Matriculate of a recognized university/ board. Ability to mix different shades of plastic and enamel colours. Full knowledge of the technique of preparing the base for plastic emulsion paint and enamel paint, renovation work inside and outside of the museum. Should have knowledge of wooden polish. Must have experience of one year in the domain.</p>	22-60 years

3. Number of manpower under any category may increase or decrease at any point of time depending upon the exigency of the work.
4. The initial period of contract would be one year extendable by another one year on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority.
5. The manpower will have to be supplied by the agency within 15 days of award of contract.
6. Terms and Conditions: As per Annexure -I.
7. Only those who fulfill the following minimum criteria may submit their bids:-
 - (a) The manpower supplying agencies should have been in existence for more than 5 years.
 - (b) It should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid.
 - (c) It should have PAN/GIR Card number and Sales Tax/Service Tax, ESI, EPF etc. registration proof. Necessary documents in this regard may be attached with the bid.
 - (d) It should not have been black listed by any Government Organization.
 - (e) It should be willing to take up the contract on the terms and conditions as at Annexure-I.
 - (f) The firm and company must have their Registered Office/Principal Office within the National Capital Territory of Delhi.
 - (g) The intending tenderer should also have successfully completed at least two similar works during the said period of five years in a Government Department/ PSUs.
 - (h) The intending tenderer must have financial turnover amounting to minimum **Rs.2,00,00,000/- (Rupees Two Crores Only)** per annum during the last three consecutive Financial Years ending 2013. It should be duly audited and certified by a registered Chartered Accountant.
8. An Earnest Money Deposit (EMD) of **Rs. 25,000/- (Rs. Twenty Five Thousand Only)** in the form of Demand Draft drawn in favour of the Drawing & Disbursing Officer, National Gallery of Modern Art, New Delhi, may be submitted along with the technical bid, failing which the bid shall not be considered valid.
9. The tenders should be submitted in two sealed covers:
 - (A) The first sealed cover should be superscribed "Technical Bid". and should contain.
 - (i) The proforma at **Annexure-II & III.** duly filled in.
 - (ii) Agency profile including previous experience of manpower supply to Government Departments., PSUs, large industries corporate houses etc.
 - (iii) Duly signed terms and conditions at Annexure- I.
 - (iv) Demand draft for earnest money deposit.
 - (v) All other required documents.

- (B) The second sealed envelope superscribed "Price Bid" should contain only rates which is to be quoted on monthly basis for normal duty of 8 hours per day per person for six day a week (**Annexure-IV**)
- (C) Both the sealed covers should be placed in the main sealed envelope superscribed "Tender for supply of Outsourced Staff". This should be addressed to the Administrative Officer, National Gallery of Modern Art, Jaipur House, India Gate, New Delhi and should be submitted either in the Tender Box kept at Gate No.1 or through Speed Post **within 15 days from the publication of this Tender Notice in the Newspapers.**
10. If the rates/quotations (wages plus the statutory contributions like EPF, ESIC. etc.) submitted by any Agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi. the bids of such an Agency will not be considered.
11. The technical bids will be opened by the Tender Committee at a time convenient to the NGMA in the presence of the participating bidders who may like to be present.
12. The Tender Committee will assess the ability of the agencies to supply requisite number of personnel. The agency selected by the Tender Committee will have to send a panel of various personnels registered with them to this Department for a personal talk/ practical test on the basis of which the said personnels will be engaged.

(S.K. Misra)
Administrative Officer

Encls:- As above.

Annexure-I :- Terms & Conditions
Annexure-II :- Technical Bid
Annexure-III :- Declaration
Annexure-IV :- Financial Bid
Annexure-V :- Format of Agreement

To,

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

No. F 29035/2013/NGMA
National Gallery of Modern Art
Government of India
Ministry of Culture
Jaipur House, India Gate
New Delhi-110003

ANNEXURE-I

**TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF
VARIOUS CATEGORIES OF MANPOWER**

1. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document with seal of the firm/agency.
2. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
3. This office reserves the right to award the contract or part thereof to one or more tenderers **whose rate may not necessarily be the lowest**. The decision of Director, NGMA, New Delhi in this regard shall be final and binding.
4. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
5. Director, NGMA, reserves the right to increase or decrease number of persons under any category at any point of time depending upon the exigency of works.
6. The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
7. The service provider shall engage necessary number of persons as required by this department from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this department and further the said persons of the service provider shall not be entitled to claim any employment, engagement or absorption against the vacancies in any post in the NGMA, in future.

8. 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.**

9. Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the NGMA from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same.

10. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.

11. The service providers personnels should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

12. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the department.

13. The department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this department.

14. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed. In case of their loss it reported immediately.

15. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

16. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.

17. Working hours would be normally from 0945 am.to 5.15 p.m. during working days including half an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called to work on Sunday and other gazetted holidays, if required. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

18. The provision of manpower shall have to be made available on requisition in time as per

the exigencies of work. Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. In case, on requisition, manpower is not provided within a period of two days, an amount of Rs.500/- per day per vacancy will be deducted from the amount payable to the service provider.

19. 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 obligations under all related legislations 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.

20. The agency should have an inbuilt system of payment of wages through individual bank accounts.

21. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This department shall, in no way, be responsible for settlement of such issues whatsoever.

22. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this department or any other authority under Law.

23. If penalized for non compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the same at its own level and costs, in no way putting any liability on the NGMA.

24. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this department.

25. The amount of pre-estimated agreed liquidated damages calculated @ Rs.500/- per day on account of delay, if any, in providing a suitable substitute for the period beyond two working days by the agency shall be deducted from the monthly bills of the service providing Company / Firm / Agency in the following month.

26. The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

27. Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.

28. No wage/remuneration will be paid to any staff for the days of absence from duty.

29. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this department.

30. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this department to the service provide shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this department in fulfilment of the contract from time to time. The agency shall depute a co-coordinator who would be responsible for immediate interaction with the Administrative Officer, NGMA, so that optimal services of the persons deployed by the agency could be availed without any disruption.

31. This department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings equipment or vehicles of the personnel of the service provider.

32. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If this department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to compensate/ reimburse to this department for the same. The agency shall keep this department fully indemnified against any such loss or damage.

33. This department will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

34. The successful bidder shall deposit an amount of Rs.3,00,000/- (Rupees Three Lakhs Only) as Performance Security Deposit in the form of an account payee demand draft drawn in favour of the Drawing and Disbursing Officer, National Gallery of Modern Art, payable at Delhi /Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the department in all respects. **The security deposit shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the service provider.** The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this department or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the agency.

35. EMD and Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the NGMA on the EMD and Security Deposit or on amounts payable to the Contractor under the contract.

36. This department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, NGMA in this regard shall be final and binding on all.

37. The successful Tenderer shall be required to execute an Agreement within 10 working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the form as prescribed hereto to the effect that the tenderer and the NGMA are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The contract/agreement is extendable by another one year subject to satisfactory performance of the agency and such amendments as mutually agreed to. The validity of the Contract comes to an end ipso facto by efflux of time unless otherwise renewed/terminated.

38. All the expenses for the preparation and execution of the contract including the stamp duty, concerned fee shall be payable by the Contractor.

39. Director, NGMA, assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.

40. The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of this department.

41. The Contract shall be further subject to such other items, conditions and instructions as may be imposed/issued by the NGMA from time to time.

42. Termination Clause: The contract can be terminated with three months prior notice by the tenderer and one month's notice by the National Gallery of Modern Art. Notwithstanding the aforesaid point, if the tenderer shall neglect or fail to carry out the contract, the National Gallery of Modern Art shall have the right to terminate the contract forthwith and engage another supplier/service provider to carry out the work/services.

43. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

44. That all the disputes or differences arising between the parties out of or relating to construction, meaning and operation or effect of this Terms & Conditions of Tender and/or subsequent agreement or breach thereof shall be settled by the sole Arbitrator who may be appointed with the consent of both the parties in accordance with the provisions of Arbitration and Conciliation Act, 1966 and any statutory modification or re-enactment thereof. The place of Arbitration shall be New Delhi. The decision of the Arbitrator shall be final and binding upon both the parties. The expenses of the Arbitrator as determined by the Arbitrator shall be shared equally by the Parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. Arbitration award shall be in writing and shall state the reasons for the award.

(S.K. Mishra)
Administrative Officer
National Gallery of Modern Art
New Delhi

No.F 29035/2013/NGMA
NATIONAL GALLERY OF MODERN ART
JAIPUR HOUSE, INDIA GATE
NEW DELHI-110003

TECHINICAL BID

Sub:- Engagement of Manpower for outsourcing of servicers of various categories of personnel's.

Note:- Self attested copies of all registrations/Licenses be enclosed.

1. Name of the Firm alongwith full Postal Address & Telephone Number; Name address and telephone number of the Director/Proprietors and Chief Executive of the Firm.

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

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

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2010-11		
2011-12		
2012-13		

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

5. Service Tax Registration No. with proof. :-

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

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

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

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

S.No.	Details of client along telephone with address, and FAX numbers, e-mail id	Duration of Contract	
		From	To
1.			
2.			
3			

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

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

10. Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India. ----- Yes/No

11. Whether a copy of the terms and conditions (Annexure-I), duly signed in token of acceptance or the same, is attached. ----- Yes/No

12. Details of Earnest money Deposited:-

- a) Amount _____
- b) Bank Draft/Pay Order _____
- c) Date of issue of BD/PO _____
- d) Name of the issuing Authority _____

13. Declaration – See Annexure-III.

Signature _____

Name:(In block letter) _____

Designation _____

Name of the Firm _____

Date:

Place:

Seal

ANNEXURE-IIIDECLARATION

1. I, Son *I* Daughter *I* Wife of Shri
 -----'Proprietor *I* Director/authorized signatory of the
 agency/Firm, mentioned above, is competent to sign this declaration and execute this tender
 document; -

2. I have also carefully read and understood all the terms and conditions of the
 tender for supplying Manpower services to the NGMA, New Delhi and undertake to abide
 by them;

3. The information *I* documents furnished along with the above application are true and
 authentic to the satisfaction of my knowledge and belief. I, we, am *I* are well aware of the
 fact that furnishing of any false information *I* fabricated document would lead to rejection of
 my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Full name:

Seal:

ANNEXURE-IV

No.F 29035/2013/NGMA
NATIONAL GALLERY OF MODERN ART
JAIPUR HOUSE, INDIA GATE
NEW DELHI-110003

APPLICATION-FINANCIAL BID

1. For providing various categories of manpower to National Gallery of Modern Art, New Delhi.
2. Name of tendering Company/Firm/Agency:
3. Details of Earnest Money Deposit : Rs. 25,000/- (Rupees Twenty Five Thousand Only)

D.D.I.P.O. No. & Date: _____ Drawn on Bank: _____

4. Rate per person I per month (8 hours per day excluding half an hour Lunch) are as follows:-

Sl. No.	Component of Rate	Amount for Casual Worker (un-skilled)	Amount for Casual Worker (skilled)	Amount for Data Entry Operator	Amount for Library Attendant	Amount for Front Desk Executive	Amount for Office Assistant	Amount for Office Executive
1.	Basic per month							
2.	Employees Provident Fund @ % of above							
3.	Employees State Insurance @ % of above							
4.	Bonus @ or %age							
5.	Service Tax Liability @% of							
6.	Any other liability (Pl. Indicate)							
7.	Contractors Adm./Service Charge							
	Total							

Date:

Place:

Signature of authorized person

Name:

Seal :

Notes:

1. Basic wages per person per month should not be less than the minimum wages prescribed by the Labour Department of Government of NCT of Delhi.
2. The payment shall be made on conclusion of the calendar month only for the period for which services have been provided.

Reference No. :

ANNEXURE - V**AGREEMENT**

The agreement made on this..... day of (month) (year)..... between M/S.....hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the National Gallery of Modern Art, Government of India, Jaipur House, India Gate, New Delhi herein after referred to as the NGMA, New Delhi, of other part.

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

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

1. The contractor shall, during the period of this contract that is to say from (Date) to (Date)..... for Rs..... (In words) per or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of employed at his own expenses, all other associated works as described in Bid documents, when the NGMA, New Delhi requires. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor shall also supply the requisite number of with means & vehicles for transportation etc. required for the proper execution of work within the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the NGMA, New Delhi, is not/shall not ever be admitted as partner in the contract.
5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the NGMA, New Delhi, having bearing on execution of work and payments of work to be done under the contract.

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

Above written:

()
Signature on behalf of NGMA, New Delhi
Name:
Designation:
Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

()
Signature on behalf of Contractor
Name:
Designation:
Seal:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

Signature & Seal of the Tenderer