

NATIONAL GALLERY OF MODERN ART, MUMBAI, MUMBAI  
(A sub-ordinate office of the Ministry of Culture, Govt. of India)  
Sir Cowasji Jehangir Public Hall, M. G. Road, Mumbai-32  
Tel: 22881969, 22881979 : 22881971 : Tel./fax 22852457  
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F. No. 11-11/2009/NGMA(M)

Dated : 21<sup>st</sup> September 2013

### TENDER NOTICE

The National Gallery of Modern Art, Mumbai (NGMA Mumbai) invites sealed tenders from reputed and established agencies for rendering House Keeping services for the NGMA Mumbai premises for a period of 1 (one) year extendable on mutual consent for one more year. The tender form can be downloaded from NGMA website [www.ngmaindia.gov.in](http://www.ngmaindia.gov.in) or can be obtained from the office of the Director NGMA Mumbai at the above address upto 16-10-2013 (5.00 p.m.) Sealed tenders, superscribing on the envelopes, "Tender for providing the Housekeeping Agency" along with earnest money of Rs. 20,000/- will be received upto 15.00 hrs of 20-10-2013. The technical Bids will be opened in the Director's cabin of the office at 17.00 hrs on 22-10-2013 in the presence of tenderers / their authorized representatives who would like to be present. Those who qualify in the Technical Bid will be informed on the date of opening of the Financial Bid.

NGMA Mumbai 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.

Sd/-

DIRECTOR

National Gallery of Modern Art, Mumbai

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### **Tender Notice for sealed two bid tender for Housekeeping services**

The National Gallery of modern Art, Mumbai (NGMA Mumbai) invites sealed tenders from reputed and established agencies for rendering Housekeeping services for the NGMA Mumbai premises for a period of 1 (one) year extendable on mutual consent for one more year.

The intending tenders should meet the following pre-qualification criteria.

The tenderers should have :

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

II – a minimum annual turnover(out of its Housekeeping services) of Rs.30 lacks for each of the past 3 financial years. (Enclose certificate from registered chartered accountant indicating the turnover out of its Housekeeping Services for the last 3 years,

III – Furnish Solvency Certificate from a scheduled bank for Rs. 10 lacks which is obtained after 1st June, 2012.

IV – a current licence under the Contract Labour (Regulation and Abolition) Act, 1970. (enclose a copy of the licence)

V – executed at least two works of providing comprehensive Housekeeping Services for an rea of not less than 2 acres or 50,000 sq.ft. of built up area for a minimum period of one year in the last five years (enclose certificate from registered chartered accountant to this effect)

VI – Currently carrying out Housekeeping 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 form registered chartered accountant along with attested certificates / testimonials related with this work from the clients with validity of the contract for a minimum period of 4 months as on date of tender submission).

VII – 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.

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 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 Housekeeping Services"

Tenders submitted without EMD will not be considered for further evaluation. 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 tenders will not be opened and no enquiry on this account will be entertained. Decision of Director NGMA, Mumbai will be final and binding on all tenderers. Pre bid clarifications can be obtained from the Administrative Officer NGMA, Mumbai well before the submission of the tenders.

Tender Schedule

Last date for obtaining Tender document from the office of NGMA, Mumbai

Last date and time for receipt of tenders along with EMD of Rs. 20,000/-

Date and time of opening of Technical Bid :

#### **A - GENERAL TERMS AND CONDITIONS**

1. Issue of tender does not necessarily mean that the tender 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 shall contain all requisite information along with supporting documents.
6. The tenderer should be 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 Mumbai with a regular telephone at office and residence.
7. The tender 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, Mumbai
8. The tenderer shall give the official mailing address, phone, fax number, email address to which all correspondence shall be made by NGMA, Mumbai. Also, if address is changed, the same shall have to be immediately intimated to the National Gallery of Modern Art (NGMA) Mumbai

9. Incomplete or conditional tenders will not be accepted and are liable to be rejected.
10. Tenders received by NGMA Mumbai after the given date and time will not be considered.
11. The tenderer will furnish, along with the tender form, earnest money of Rs. 20,000/- in the form of DD/ Pay Order only drawn in favour of Keeper & DDO, National Gallery of Modern Art, Mumbai. The earnest money of the successful tenderer will be liable to be forfeited if the tenderer does not fulfil the terms and conditions or withdraws, impairs or derogates from the tender in any respect within the period of validity of the tender. Tenders without Earnest Money Deposit will not be accepted and are liable to be rejected summarily.
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 in ink legible or typed. The tenderer should quote the number, rates and amount tendered by him in figures as well as in words. Alterations illegibly attested by the tenderer shall disqualify the tender. The tender form should be signed by the tenderer himself. The forwarding letter should be signed along with quotations. Attested copies of the Registration number of the firm, Licence No. under Contract Labour (Regulation and Abolition) Act 1970, Provident Account No. allotted by the Provident Fund Commissioner, ESI No., PAN No. allotted by the Income Tax Department and copy of the last Income Tax Clearance Certificate, 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 Provident Fund, ESI, Bonus, Gratuity, Leave Uniform Allowance and minimum wages according to the Contract Labour (Regulation and Abolition) Act 1970.
15. The tenderer should take care that the rate and amount should be written in such a way that interpolation is not possible. Any column left blank would make the tender liable for rejection.
16. It will not be binding to accept the tender in totality. It can be accepted in parts.
17. False information/ documents provided for consideration will result in disqualification of the bidder.
18. The forwarding letter should clearly indicate the list of enclosures. Every paper of the tender should be signed by the tenderer with seal of the Agency / Firm.
19. The Director, NGMA Mumbai 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 – 55 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, Mumbai for carrying out the housekeeping services. The agency shall also abide by all provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and the Rules thereto. All Agency to the engaged persons. The agency shall remain laible 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 wages payments to the engaged manpower in the presence of the nominated person(s) of NGMA Mumbai furnishing also the documentary proof of having paid the minimum wages to each of the manpower staff deployed by them in NGMA Mumbai.

(c) The agency shall provide documentary proof of having remitted the PF and ESI contribution of the employer in respect of each of the staff employed in NGMA Mumbai through a nationalized Bank in the succeeding month with the bill.

(d) The annual statement of accounts in respect of each employee issued by the Regional Provident Fund Commissioner will be furnished at the end of the financial year.

4. The National Gallery of Modern Art, 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. 50/- for preparing the Contract Agreement.

6. Security Deposit : The successful tenderer shall deposit a security of Rs. 1 lack (Rupees One Lack only) by Bank Draft/ Pay Order/ Bank Guarantee in four of the Keeper , National Gallery of Modern Art, Mumbai for the due performance of the event of any breach/ violation of any terms and conditions contained herein by the Agency, the said security deposit shall be forfeited to the Director, National Gallery of Modern Art, Mumbai. The Earnest Deposit can be adjusted against the Security Deposit. No interest shall be paid by NGMA Mumbai on the earnest money deposit or security deposit. The Bank Draft/ Pay Order/ Bank Guarantee shall be given within three weeks of the approval of the contract.

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 between the NGMA Mumbai and the said manpower accrue implicitly or explicitly.

8. The NGMA Mumbai shall have the right to ask for removal/ replacement of any employee of the Agency, who is not found to be suitable and orderly in the discharge of his duty.

9. The Agency staff shall carry out duties as are entrusted to them by the NGMA Mumbai from time to time.

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

(i) In case of failure to commence the service on the stipulated time / date, the EMD shall be forfeited.

(ii) In case of failure to carry out the service to the satisfaction of the NGMA Mumbai, NGMA Mumbai will be free to get the service done by other means at the cost and risk of the Agency.

(iii) Penalties will also be imposed for lapses on part of individual employees of the Agency.

For Example :

A.Worker on duty found - Rs. 150 /- per day not in uniform per person.

B.Worker absent from duty – Rs. 500/- per day per person.

Quantum of penalty will be decided by Director, NGMA Mumbai in each individual case and her decision shall be final and binding.

11. Performance Evaluation : The performance of the deployed persons will be evaluated by NGMA Mumbai on the basis of the reports received from the designated Officer of the NGMA Mumbai on a daily basis. If the performance of the Agency is not satisfactory, an amount, as decided by the competent authorities, will be deducted from the payment to be released to the Agency. The quantum of the 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 Mumbai. 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 cooperation to the authorized representatives of the National Gallery of Modern Art, Mumbai in their routine checks.

13. The Agency shall submit the list of persons engaged for the work to NGMA Mumbai along with the authentic documents of each of the persons who should obtain temporary pass for entry in the NGMA Campus and building duly signed by the designated Officer of NGMA Mumbai.

14. The deployed persons have to perform duty of eight hours on all working days including Sunday and gazetted holidays. Accordingly, the Agency has to deploy the personnel by making suitable arrangements for providing weekly off to the personnel.

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 Mumbai. Proof of the police verification report must be submitted to the NGMA Mumbai.

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 Agency and approved by the NGMA Mumbai.

17. Payments to the employees will be made in front of authorized representative of NGMA Mumbai.

18. During the period of this contract, the Agency shall provide uninterrupted service to the entire satisfaction of the NGMA Mumbai. The Agency shall constantly keep in touch with the NGMA Mumbai regarding the service arrangements to be provided and abide by the instructions and directives issued by the NGMA Mumbai 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 some discretion of the NGMA Mumbai 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.

20. Termination Clause : The contract can be terminated with three months prior notice by the Agency and one month's notice by the NGMA Mumbai. 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 and Abolition) Act 1970 or the provisions of the PF or ESI Acts or any other law or statutory provisions, the NGMA Mumbai 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 be 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 Mumbai in India. The award will be binding upon the parties.

Director

National Gallery of Modern Art, Mumbai

**National Gallery of Modern Art, Mumbai**

**(Part – A (TECHNICAL BID))**

**Engagement of Private Agency for Providing Housekeeping service**

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1. Name, complete address of the Firm / Agency and Telephone No. Fax. No. with Agency Profile

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2. Permanent Address with valid proof

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3. Registration number / licence No. of the Firm / Agency

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Under The Contract Labour (Regulation & Abolition Act 1970)

4. Name, Designation, address and Telephone No. of Authorized person of Firm / Agency to deal with \_\_\_\_\_

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5. Specify as to whether  
The Tenderer is a sole proprietor / Partnership / Firm

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Name \_\_\_\_\_

Address / and Telephone No. of Director/ Partners should be specified :

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6. Service Tax No. \_\_\_\_\_
7. (a) Audit Balance Sheet certified by registered chartered accountant for three years i.e. 2009-10, 2010-11 and 2011-12
- (b) (Provisional balance sheet certified by registered chartered accountant for 2011-12)
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 2007 – 2008
12. Certificate of Registered chartered accountant regarding turnover of agency's Housekeeping service for each of last 3 years :
- 2011 – 12
- 2010 – 11
- 2009 – 10
13. Solvency Certificate from a scheduled bank for 10 lacks obtained after 1<sup>st</sup> June 2012.
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 50,000 sq. ft. of built up area for a minimum of one year in the last 5 years (works to be specified)
15. Certified of registered chartered accountant that the agency is currently carrying out Housekeeping service of at least one large building of at least 50,000 sq. ft. or 2 acres area.(Works to be specified )
16. Attested certificate / 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 \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Name \_\_\_\_\_

SEAL

# National Gallery of Modern Art, Mumbai

## FINANCIAL BID

### HOUSEKEEPING SERVICES

(Engagement of Private Agency for providing Housekeeping cleaning work and disposal of garbage)

A - Providing comprehensive and effective Housekeeping services of premises, building, windows, interiors and exteriors of galleries, glass surfaces etc. as per details given below :

Sr. No.	Items of works	Area in Sq. Ft.	Unit cost (Rate per month per Sq. ft.)	Amount (Rs. )
1.	Providing all inclusive sanitation services	561 Sq.ft.		
2.	Glass / Door and Window cleaning	765 Sq. Ft.		
3.	Sweeping of out side and inside of compound area	37697 Sq. ft.		
4.	Removal / disposal of garbage / waste	224 Sq. ft.		

#### 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.

b) Garbage and waste collections and disposal as frequently as necessary, including kitchen and pantry waste and garden waste

c) Sanitation services in all toilets and related areas including supply of consumables like soap, liquid soap refill and toilet paper roll.

d) General cleanliness and sanitation of galleries, auditorium, office block, 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 whom you will be engaging daily (for 8 hours duty on all working days with one day as weekly off) for the job of Housekeeping / Cleaning required to be undertaken as per this tender notice.

C) The Minimum cost of material and use of machines to be used for achieving the job of Housekeeping / Cleaning including removal of garbage.

Place \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_

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SEAL