

DOCUMENT

FOR

UPKEEP & IMPROVEMENT OF INTERNAL
ENVIRONMENT OF NATIONAL GALLERY OF
MODERN ART, MUMBAI

NATIONAL GALLERY OF MODERN ART
(A Sub-ordinate office of the Ministry of Culture,
Govt. of India)
Sir. C. J. P. Hall, M. G. Road, Mumbai-400032.

NATIONAL GALLERY OF MODERN ART
(A Sub-ordinate office of the Ministry of Culture,
Govt. of India)

Sir. C. J. P. Hall, M. G. Road, Mumbai-400032.

Notice Inviting Tender
for "House Keeping Services"
National Gallery of Modern Art premises at Mumbai.

GENERAL TERMS AND CONDITIONS

- 1 Sealed tenders are invited from the reputed and experienced agencies for providing services of upkeep and improvement of internal environment of National Gallery of Modern Art, Mumbai on contract basis on payment of lump sum composite monthly service charges, exclusive of service tax which will be paid as per the rates prescribed by the Government from time to time. The agency should also, along with their tender, furnish, in a separate sealed envelope, complete break up of their rates showing how they will comply with the minimum wages and other statutory regulations like ESI, EPF, Bonus, etc., cost of cleaning materials and the lump sum agency charges comprising their own administrative expenses and profit (not on percentage basis). In absence of this break up their tender will be liable to be rejected. The rates and figures for each component of statutory liabilities should be supported with copies of the relevant Acts, Rules or orders issued by the Government.
- 2 Tenders submitted in double sealed cover with the name of the work written on the envelope will be received at National Gallery of Modern Art, Mumbai up to **on 29-04-2017 (5.00 p.m.)** along with **earnest money of Rs.20,000/- (Rupees Twenty thousand only)** in the form of demand draft drawn in favour of "National Gallery of Modern Art, Mumbai", payable at Mumbai or in cash to be deposited at National Gallery of Modern Art, Mumbai. The tenders will be received upto **06/05/2017 (4.00pm)**. **The technical bids will be opened in the Director's cabin at 3.30pm on 08/05/2017 at National Gallery of Modern Art, Mumbai.**
- 3 The term "**NGMA(M)**" wherever mentioned in the NIT shall mean the authorities of National Gallery of Modern Art , Mumbai. The term "**Agency**" wherever mentioned in this NIT shall mean the Agency selected for award of the contract.
- 4 The NGMA(M) does not bind itself to accept the lowest tender and reserves the right to reject or partially accept any or all of the tenders received, without assigning any reasons.
- 5 Tenders which do not fulfill all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reason.
- 6 Tenders incorporating additional conditions are liable to be rejected.
- 7 Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection on this ground alone.

8. Before quoting the service charges the Agency must assess the quantum of work involved after going through the specifications of work at **Annexure-I** and physical inspection of the premises.
9. Along with the tender, the Agency must submit **a detailed "work-plan" showing the no. of persons to be deployed and how they propose to render services under this contract.** The "**work-plan**" indicating the services to be rendered under this contract has to be appended as annexure to the tender. It is to be noted that feasibility / acceptability of the rates quoted by the agencies shall be assessed on the basis of their respective work plans. In absence of this, tender is liable to be rejected.
10. Consolidated service charges should be quoted for the contract on monthly basis and as a token of acceptance of all the terms and conditions mentioned in this NIT the Agency shall submit this tender after signing all the pages and quoting the rates on the format given at the end of this tender paper.
11. While submitting tender the Agency must note that there will be no revision in the agency charges comprising their own administrative expenses and profit on any ground whatsoever during the entire tenure of the contract as mentioned in **Clause 38** herein below. However, in case of revision of minimum wages or any other statutory charges made by the Government, the service charges shall be revised to the extent of the liabilities arising on that account only. An increase at the rate of 10% per year shall also be allowed on the cost of cleaning materials.

Credentials

12. The Agency shall declare in writing that none of their partners is any way related to any Officer of National Gallery of Modern Art, Mumbai.
13. The Agency must have a local office with a regular telephone and other means of communication like fax/e-mail etc, both in the office as well as in the residence(s), of Partners/Directors/Proprietor.
14. The Agency shall furnish Income Tax PAN and latest Income Tax clearance certificate/ Income Tax Return along with their tender.
15. All credentials of the Agency, including financial standing, registration with Govt., support or connection with Govt. Depts / Organizations, Semi-Govt., Non-Govt., autonomous body, public body, local Govt. Civil body and public institutions/organizations etc. together with records of past performance with such institutions, departments, organizations etc., are to be submitted along with the tenders. Agencies not having either adequate credentials or the experience to take up contracts of such magnitude, need not submit tenders.

Responsibilities of the Agency

16. The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESIC etc., as are prescribed by the Government from time to time, are paid to their staff deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to their staff deployed at any time by them in the campus of the NGMA(M) for the purpose of this contract.

17. The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of **ESI and EPF** towards the persons deployed at the NGMA(M) in their respective names each month while submitting their bills for the subsequent month. In case the Agency fails to do so, their bills will be withheld till submission of required documents.
18. The Agency shall pay wages to the personnel deployed by them by the 7th of every month in the presence of an authorized officer of the NGMA(M) who shall record a certificate to that effect in the acquittance roll, a copy of which will have to be submitted by the agency along with their bill for the relevant month.
19. The Agency shall obtain necessary License etc, as required under the Contract Labour (Regulation & Abolition) Act, 1970 or any other act as may be applicable.
20. In case of any theft, loss of assets and / or disturbance affecting security etc. to the NGMA(M), the entire responsibility for recovery and legal actions starting with lodging of F.I.R with local police consultation with the authorities of the Museum / NGMA(M), upto the final recovery stage etc. will lie with the Agency.
21. A security deposit of not less than **one tenth of the annual tender value**, payable either in cash or in the form of a demand draft drawn in favour of '**National Gallery of Modern Art, Mumbai**' is to be deposited by the Agency to cover risk or any loss **caused to the NGMA(M) due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, to the negligence failure or inefficiency on the part of the agency or their employees, or any breach of contract of whatsoever nature or form on the part of the agency.** In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the NGMA(M) shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit.
22. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of the NGMA(M). The Agency shall constantly keep in touch with the NGMA(M) regarding their services and abide by all instructions and directives issued by the NGMA(M) in this regard.

The Agency shall give or provide all necessary superintendence during the execution of the work for proper fulfilling of their obligations under the contract.
23. The agency shall maintain all relevant registers in the premises of the NGMA(M) which may have to be presented for inspection by the concerned Labour Welfare Authorities. The agency shall also put up a notice board displaying the minimum wages prescribed by the Government from time to time.
24. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the NGMA(M) for the purpose of this contract and shall keep the NGMA(M) indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
25. The Agency shall make proper verification of the particulars of their employees and issue proper identity cards to those employees who are deployed by them at any time for the purpose of this contract in order to facilitate verification of their identity by

the NGMA(M). They shall always wear the identity card while inside the premises of the NGMA(M).

26. The agency shall be liable to comply with the directions of the NGMA(M) to remove within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.
27. All employees deployed by the Agency for rendering these services in the NGMA(M) must remain in proper uniforms. The Agency shall supply at their cost uniforms, raincoats and other stationery items required for carrying out the work.
28. Consumable materials for upkeep and improvements of internal environment shall not be supplied by the NGMA(M). For inadequate supply of cleaning materials by the Agency penalty, as to be decided by the NGMA(M), shall be imposed.
29. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the NGMA(M) and remove all their persons and materials from the campus within 24 hours.
30. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration / agitation of any kind takes place inside or near the premises of the Museum/NGMA(M) by persons engaged by the Agency.
31. The NGMA(M) shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
32. The area and scope of work will be as per the requirement of the NGMA(M) from time to time. Any extra work arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given before 24 hours by the NGMA(M).
33. The NGMA(M) shall pay to the Agency nothing more than the amount as may be due under the contract terms.

Payment

34. The payment will be made on monthly basis the lump sum composite service charges as quoted by the Agency by RTGS system within 30 days from the date of submission of the proper and pre-receipted bill, duly certified by the authorized representative of NGMA(M) In case of the Agency's failure to provide requisite services on particular day/days, proportionate deduction shall be made from the bill.
35. The NGMA(M) shall reimburse the amount of service tax paid by the Agency to the authorities on account of services rendered by them to the NGMA(M). The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency.
36. Income tax will be deducted at the prescribed rate from the monthly bill of the Agency and the same would be deposited with the Income Tax Authority by the NGMA(M)

Penalty

37. **In the event of any deficiency in the service rendered by the agency, any time during the currency of the contract, the Museum/NGMA(M) shall impose a suitable penalty which may be recovered from the monthly bill(s) of the agency. The decision of the NGMA(M) shall be binding on the agency.**

Tenure and Validity

38. In the beginning the contract would be on a trial basis for three months only, and thereafter, it shall be extended for a further period of nine months, if the services are found to be satisfactory during the trial period. The contract may be renewed at the discretion of the NGMA(M) on year to year basis for a maximum period of three years, including the trial period. **However, in the event of such renewal of the contract each year, the agency charges comprising their administrative expenses and profit shall not be revised. The liability due to revision of minimum wages from time to time and 10% annual increase of cost of consumable cleaning materials, shall only be considered for revision.**
39. The contract can be terminated by NGMA(M) at any time without notice in the event of gross security risk or gross damage to NGMA(M)'s property due to Agency's failure or persistent failures of the Agency in providing satisfactory service to the NGMA(M) and the decision of the NGMA(M) in this regard shall be final and binding on the Agency.
40. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear three months notice in writing.

Arbitration

41. In case of any dispute arising out of this contract between the NGMA(M) and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General of NCSM on receipt of an official request with details of the dispute, from either the Museum/NGMA(M) or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

ANNEXURE – I

NATIONAL GALLERY OF MODERN ART

(Ministry of Culture, Govt. of India)

Sir. C. J. P. Hall, M. G. Road, Mumbai-400032.

FINANCIAL BID

HOUSEKEEPING SERVICES

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

1. 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. | Name of works | Areas in Sq. Ft. | Unit Cost (Rate per month per Sq. Ft.) | Amount (Rs.) |
|--------|--|------------------|--|--------------|
| 1. | Providing all inclusive sanitation services | 561 Sp. Ft. | | |
| 2. | Glass / Door and Window cleaning | 765 Sq. Ft. | | |
| 3. | Sweeping of out side & inside of compound area | 37697 Sq. Ft. | | |
| 4 | Removal / disposal of garbage / waste | 224 Sq. Ft. | | |

2. Common areas at all levels inside the buildings include the floors, utility area open terrace , internal areas etc. but includes drains and pavements parking areas.
3. Garbage and waste collections and disposal as frequently as necessary, including kitchen and pantry waste and garden waste.
4. Sanitation services in all toilets and related areas including supply of consumables like soap, liquid soap refill and toilet paper roll.
5. General cleanliness and sanitation of galleries, auditorium, office rooms, reception and outside premises.
6. Any other specific service not listed above, but which are part of the category of cleaning service as per the international Best Practices.
7. 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.

8. 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 _____

SEAL

FORMAT FOR SUBMISSION OF OFFERS BY THE TENDERERS

(To be submitted on the Agency's Letter Head)

To,

The Director,
National Gallery of Modern Art
Sir C. J. P.Hall, M. G. Road
Mumbai-400032.

Sir,

We have read understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for Upkeep and Improvement of Internal Environment, and toilets in NGMA(M).

We hereby agree to undertake the contract for upkeep and improvement of internal environment of National Gallery of Modern Art, Mumbai- 400032, as per requirement indicated in **Annexure-I** of the NIT for lumpsum composite monthly service charges of `_____/- (Rupees _____) plus service tax as applicable. Complete break-up of the composite monthly service charges is enclosed hereto.

We hereby declare that none of our partners is anyway related to any officer of National Gallery of Modern Art, Mumbai.

We hereby confirm to have furnished our Income Tax, PAN No. and the latest Income Tax return/ clearance certificate along with our tender.

A Demand Draft No.....dated.....for `..... drawn on..... (Name of the bank) in favour of **National Gallery of Modern Art, Mumbai** payable at **Mumbai** is enclosed towards payment of EMD.

.....
Signature

Encl : As stated.

Name and Address of the Agency
with seal

Date :

Place :

DECLARATION

Date:

This is to declare that none of our partners in any way related to any officer of National Gallery of Modern Art, Mumbai 400032.

Signature of the tenderer(s)

Address:

Official seal with date:

NATIONAL GALLERY OF MODERN ART
(A Sub-ordinate office of the Ministry of Culture, Govt. of India)
Sir C.J.P. Hall, M.G. Road, Mumbai 400 032

PROFORMA FOR AGREEMENT

AGREEMENT

This AGREEMENT is made on between **the NATIONAL GALLERY OF MODERN ART, Sir C.J.P.Hall, M.G.Road, Mumbai - 400 032**, a Sub-ordinate office under the Ministry of Culture, Govt. of India, hereinafter called "**The NGMA(M)**" on the one part and, hereinafter called "**The Agency**", which expression shall, where the context so admits, includes their legal representatives and permitted assigns on the other part.

WHEREAS, for the work of **Housekeeping services of National Gallery of Modern Art, Mumbai 400032**, the NGMA(M) has called for tenders.

AND WHEREAS, the NGMA(M) has agreed to accept the Service Charges quoted by the Agency hereinafter mentioned.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Under this agreement, the Agency will commence the work of **Housekeeping services of National Gallery of Modern Art, Mumbai 400032** from as per the following terms and conditions:

RESPONSIBILITIES OF THE AGENCY

1. The agency shall deploy all persons with good integrity & conduct.
2. The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESIC, etc. as prescribed by the Government from time to time, are paid to their staff deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to their staff deployed at any time by them in the campus of the NGMA(M) for the purpose of this contract.
3. The agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at the NGMA(M) in their respective names each month while submitting their bills for the subsequent month. In case, the Agency

fails to do so, their bills will be withheld till submission of required documents.

4. The agency shall deploy persons in such a way that they get weekly rest.
5. The agency shall pay wages to the personnel deployed by them by the 7th of every month in the presence of an authorized officer of the NGMA(M) who shall record a certificate to that effect in the acquittance roll, a copy of which will have to be submitted by the agency along with their bill for the relevant month.
6. The Agency shall obtain necessary License etc., as required under the Contract Labour (Regulation & Abolition) Act, 1970 or any other act as may be applicable.
7. A Security Deposit of not less than **one tenth of the annual tender value** payable either in cash or in the form of a Demand Draft drawn in favour of **“National Gallery of Modern Art”** payable at **“Mumbai”** is to be deposited by the Agency to cover risk or any loss caused to the NGMA(M) due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, to the negligence, failure or inefficiency on the part of the agency or their employees, or any breach of contract of whatsoever nature or form on the part of the agency. In the event of any such occurrence and / or breach of contract the amount of compensation, as assessed by the NGMA(M) shall be recovered either from bill for the monthly Service Charges due to the Agency or from their Security Deposit.
8. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of the NGMA(M). The Agency shall constantly keep in touch with the NGMA(M) regarding their services and abide by all instructions and directives issued by the NGMA(M) in this regard.
9. The Agency shall give or provide all necessary superintendence during the execution of the work for proper fulfilling of their obligations under the contract.
10. The Agency shall maintain all relevant registers in the premises of the NGMA(M) which may have to be presented for inspection by the concerned Labour Welfare Authorities. The agency shall also put up a notice board displaying the minimum wages prescribed by the Government from time to time.
11. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the NGMA(M) for the purpose of this contract and shall keep the NGMA(M) indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.

12. The Agency shall make proper verification of the particulars of their employees and issue proper identity cards to those employees who are deployed by them at any time for the purpose of this contract in order to facilitate verification of their identity by the NGMA(M). They shall always wear the identity card while inside the premises of the NGMA(M).
13. The Agency shall be liable to comply with the directions of the NGMA(M), to remove within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.
14. All employees deployed by the Agency for rendering these services in the NGMA(M), must remain in proper uniforms. The Agency shall supply at their cost uniforms, raincoats, and other stationery items required for carrying out the work. Consumable materials for upkeep and improvement of internal environment shall not be supplied by the NGMA(M). For inadequate supply of cleaning materials by the Agency, penalty, as to be decided by the NGMA(M), shall be imposed.
15. The Agency on completion of the specified term of contract or on termination of the contract shall peacefully vacate the premises of the NGMA(M) and remove all their persons and materials from the campus within 24 hours.
16. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration / agitation of any kind takes place inside or near the premises of the NGMA(M) by persons engaged by the Agency.
17. The NGMA(M) shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
18. The area and scope of work will be as delineated in **Annexure** to this agreement and which can be modified from time to time as per requirement of the NGMA(M). Any extra work arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given before 24 hours by the NGMA(M).
19. The NGMA(M) shall pay to the Agency nothing more than the amount as may be due under the contract terms.

PAYMENT

20. In consideration of the services rendered, the Agency shall be paid `...../- (Rupees)
per month plus Service Tax as applicable.

21. The payment will be made on monthly basis the lump sum composite service charges as quoted by the Agency by RTGS/NEFT within 30 days from the date of submission of the proper and pre-receipted bill, duly certified by the authorized representative of NGMA(M). In case of the Agency's failure to provide requisite services on particular day / days, proportionate deduction shall be made from the bill.
22. The NGMA(M) shall reimburse the amount of service tax paid by the Agency to the authorities on account of services rendered by them to the NGMA(M). The reimbursement shall be admissible on production of proof of deposit i.e. copy of challans by the Agency.
23. Income Tax will be deducted at the prescribed rate from the monthly bill of the Agency and the same would be deposited with the Income Tax Authority by the NGMA(M).

PENALTY

24. In the event of any deficiency in the service rendered by the agency, any time during the currency of the contract, the NGMA(M) shall impose a suitable penalty which may be recovered from the monthly bill(s) of the agency. The decision of the NGMA(M) shall be binding on the agency.

TENURE AND VALIDITY

25. In the beginning the contract would be on a trial basis for three months only, and thereafter, it shall be extended for a further period of nine months, if the services are found to be satisfactory during the trial period. The contract may be renewed at the discretion of the NGMA(M) on year to year basis for a maximum period of three years, including the trial period. However, in the event of such renewal of the contract each year, the agency charges comprising their administrative expenses and profit shall not be revised. The liability due to revision of minimum wages and other statutory charges from time to time and 10% annual increase of cost of consumable cleaning materials, shall only be considered for revision.
26. The contract can be terminated by the NGMA(M) at any time without notice in the event of gross security risk or gross damage to NGMA(M)'s property due to Agency's failure or persistent failures of the Agency in providing satisfactory service to the NGMA(M) and the decision of the NGMA(M) in this regard shall be final and binding on the Agency.
27. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear **three months** notice in writing.

ARBITRATION

28. In case of any dispute arising out of this contract between the NGMA(M) and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Secretary, Ministry of Culture on receipt of an official

request with details of the dispute, from either the NGMA(M) or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day, month and year first above written.

Signed, sealed and delivered by :

Signed, sealed and delivered by :

For and on behalf of the
Director
NGMA(M)
Sir C.J.P. Hall, M.G.Road
Mumbai-400 032

For and on behalf of
M/s.

In the presence of Witnesses :

In the presence of Witnesses :

- 1.
- 2.

- 1.
- 2.