

**National Gallery of Modern Art
(Ministry of Culture)
Jaipur House, India Gate, New Delhi-110003.**

TENDER NOTICE

Sub: - Engagement of Private Agency for up keeping / cleaning work and disposal of garbage.

GENERAL TERMS & CONDITIONS

1. Issue of tender form does not necessary 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 and Format in response to our 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 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 document.
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 Delhi 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 National Gallery of Modern Art, (NGMA), being a partner in the tendered company.
8. The tenderer shall give the official mailing address, phone, fax number, e-mail address to which all correspondence shall be made by the NGMA. Also, if address is changed the same shall have to be immediately intimated to the National Gallery of Modern Art (NGMA).
9. The incomplete or conditional tenders would not be accepted and are liable to be rejected.

10. Bids received by the NGMA after the given date and time, will not be considered.
11. Tender without Earnest Money Deposit will not be accepted and is 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 / them in figures as well as in words. Alterations unlegibly attested by the tenderer, shall disqualify the tender. The tender form should be signed along with quotations. Attested copies of the Registration Number for the Firm, License No. under Contract Labour Act., Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI No., PAN No. allotted by the Income Tax Department and/or 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 contractor earlier shall also be enclosed. The rate should be inclusive of and in accordance with the provisions like Provident Fund, ESI, Bonus, Gratuity, Leave, Uniform allowance etc.
14. The contractor shall have to produce documentary proof i.e., Telephone Bill / Electricity Bill / Income tax clearance certificate, if he is an assessee under Income Tax Act, in support of his identity.
15. The tenderer should take care that the rate and amount should be written in such a way that any interpolation is not possible. No column should be left blank which would otherwise 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 would result in disqualification of the bidder.
18. Forwarding letter should clearly indicate the list of enclosures. Every paper of the tender should be signed by the tender with seal of Agency. / Firm.
19. The tenders will be received up to 14.00 Hrs on 05.11.2011 and opened on 05.11.2011 at 16.00 Hrs. by the Purchase Committee in presence of concerned parties / their authorized representatives who would like to be present.
20. The financial bids of only those firms who qualify in the technical bids will be considered.
21. That the agency shall be responsible to provide immediate replacement to take place of any manpower, who is not available for duty at the place of posting and

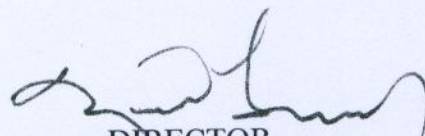
such other additional staff as may be required for additional area of which prior information have been given.

22. The Contractor/Agency/Firm shall not sublet the work to other Contractor/Agency/Firm after the award of the work.
23. All wages and allied benefits like P.F., Bonus, ESIC, etc. are to be paid by the agency. The agency shall remain liable to the authorities concerned for compliance of the provisions in this regard and will be liable for any contravention thereof. Agency shall have to abide by Minimum Wages Act as per law to the members of staff deployed by them in the campus of the National Gallery of Modern Art. NGMA will ensure that the prescribed minimum wages are paid to the contract workers deployed on its premises and the contractor shall produce relevant documents/accounts indicating that minimum wages are paid to the workers regularly as also the ESI/PF contributions etc. are deposited in each individual account of the workers every month.
24. The National Gallery of Modern Art will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 as applicable from the Contractor.
25. The contractor shall provide a non-judicial stamp paper of Rs. 10/- for preparing a Rate Contract Agreement.
26. The tenderer shall abide by the provision of the minimum wages and revised from time to time by the Govt. of NCT of Delhi.
27. The firm which do not comply with minimum wages, PF Act etc. will not be considered and they will be treated as ineligible.
28. 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 educated at least up to Metric Pass.
29. The Contractor/Agency/firm 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 manpower deployed by the contractor/Agency/Firm shall be employees of the Agency for all intents and purposes and in no case, any relationship of employer and employee between the NGMA, New Delhi and the said manpower shall accrue implicitly or explicitly.
30. The National Gallery of Modern Art (NGMA) shall have the right to ask for removal/replacement of any person of the Agency, who is not found to be suitable and orderly in the discharge of his duty.
31. The Agency staff shall carry out duties as are entrusted to them by the National Gallery of Modern Art from time to time.

32. Penalties: Lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider.
- (i) Quantum of penalty will be decided in individual cases and decision of the Director, National Gallery of Modern Art, shall be final and binding.
 - (ii) In case of failure to commence the service on the stipulated time / date, the E.M.D. shall be forfeited.
 - (iii) In case of failure to carry out the service to the satisfaction of the National Gallery of Modern Art they will be free to get service done by any other agency at the cost and risk of the service provider.
33. Performance Evaluation: The performance of the deployed persons will be evaluated by the National Gallery of Modern Art Administration division on the basis of the reports received from the Security maintenance Section, daily. If the performance of the agency is not satisfactory, an amount, as decided by the competent authorities, 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.
- (a) The quality assurance of the maintenance will be monitored weekly on the basis of the periodical report furnished by the Contractor.
 - (b) The personnel deployed for security and surveillance work will work under the Supervision of Security Asst. / Security Incharges.
34. In case of non-performance/inadequate performance, the National Gallery of Modern Art reserves the right to get the work done from other sources at the risk & cost of the agency.
35. Earnest Money: The tender will furnish along with Tender Form, earnest money of Rs.25,000/- in the form of DD/Pay Order only drawn in favour of **Drawing and Disbursing Officer, National Gallery of Modern Art**. The earnest money of 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.
36. Security Deposit: The tenderer/Contractor shall deposit a security of Rs.1,50,000/- by Pay order/Bank Draft in favour of or Bank Guarantee Director, National Gallery of Modern Art, New Delhi for the due performance of the contract. In the event of any breach/violation of any terms & Conditions contained herein by the contractor, the said security deposit shall be forfeited by the Director, National Gallery of Modern Art; The Earnest Money can be adjusted against the security money. No interest shall be paid by the National Gallery of Modern Art on earnest money or security deposit.
37. 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 National gallery of Modern Art or a further period of one year and at the same

terms & conditions, the extension shall be based on the satisfactory performance of the contract. The validity of contract comes to an end ipso facto by efflux of time unless otherwise renewed/terminated.

38. 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.
39. 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 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 Delhi in India. The award will be binding upon the parties.
40. The Director, National Gallery of Modern Art reserves the right to reject all or any tender without assigning any reason.


DIRECTOR
National Gallery of Modern Art

SPECIFICATION AND OTHER TERMS & CONDITIONS

Specification

The total area to be cleaned will be approximate 29,500 sqr. mtr. The scope of the work will be as detailed below:-

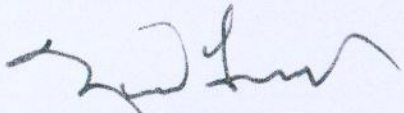
Daily service.

- Scrubbing of floors with machines, cleaning of window panes.
- Cleaning of Venetian blinds in the corridors.
- Brass polishing of doors in the rotundas and corridors.
- Acid cleaning of sanitary fitting of toilet / bath rooms.
- Cleaning of laminated surfaces of partitions, fixtures etc., with Colin etc.
- Thorough cleaning of entire premises around the gallery building.
- Naphthalene balls and liquid soap in all toilets to be provided.
- Cleaning of tiles of toilets.
- Dustbin to be made empty and garbage to be taken out from gallery premises.
- Sweeping of Lawns.
- Removal of Garbages.

OTHER TERMS & CONDITIONS

1. The Contractor/Agency/Firm will extend co-operation to any Security Assistant/Security In-charges of maintenance or any representative of the National Gallery of Modern Art in their routine check.
2. The Contractor/Agency/Firm shall submit the list of persons engaged for the work to the Security Assistant 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 Security In-charge, National Gallery of Modern Art.
3. The deployed persons have to perform duty of eight hours on all the 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.
4. The Contractor 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 National Gallery of Modern Art. Proof of the police verification report must be submitted to the National Gallery of Modern Art authority.

5. 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 National Gallery of Modern Art.
6. Any person deployed by the Agency if found misbehaving or guilty of misconduct on his part will be removed forth with from the National Gallery of Modern Art by Agency. The Agency shall be held responsible for any losses on this account.
7. Any damage to the National Gallery of Modern Art property caused due to the carelessness of the workers shall be born by the Contractor/Agency/Firm and such loss should be brought to the notice of the Security Assistant/Security In-charge or the Administrative Officer.
8. During the period of this contract, the agency shall provide uninterrupted service and perform their duties diligently and to the entire satisfaction of the security Department of the National Gallery of Modern Art. The agency shall constantly keep in touch with the National Gallery of Modern Art regarding the service arrangements provided to the National Gallery of Modern Art and abide by the instructions and directives issued by the National Gallery of Modern Art in this regard from time to time.
9. The person should be trained and experienced in keeping / cleaning duties at similar places/office.
10. The Agency should observe and confirm to all rules, regulation and bye-laws of the local authority concerned and comply with all statutory regulation specially relating to Employees provident funds and other laws in any way relating to agency.
11. The agency should pay all existing and future taxes, rates, cess, charges, assessment, outgoing and in positions of every description for the time being payable in respect of security agency.
12. The agency should comply all time which all statuary and other requirement for ensuring the health, safety and welfare of persons deployed.
13. **The agency should have minimum turnover of Rs. 50 Crores Per Annum. Those agencies whose turn over is below Rs.50.00 Crores p.a. for the last 3 years need not respond.**
14. The agency should be Income Tax payee for minimum 5 year.
15. **This being a service contract all men, all material and machinery will be arranged and deployed by the contractor.**
16. The agency should have an inbuilt system of payment of wages through individual bank accounts.


DIRECTOR
National Gallery of Modern Art

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

Sub: - Engagement of Private Agency for up keeping /cleaning work and disposal of garbage.

1. Name, complete address of the Firm/ Agency and Telephone No., Fax No. with agency profile (if any) _____

2. Permanent address with valid proof _____
(ration card, telephone bill, etc.) _____

3. Registration number of the Firm/Agency _____
under Labour Act.

4. Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with _____

5. Please specify as to whether	a _____	b _____
tenders is a sole Proprietor/partnership	_____	_____
Firm Name, address/and Telephone No.	_____	_____
of Director/partners should be specified.	_____	_____

6. Service Tax No. _____

7. Balance sheet with profit & loss for preceding three years i.e. 2008-2009, 2009-2010, 2010-2011..

8. PAN of Income Tax Deptt. and clearance certificate _____

9. Provident Fund Account No. And authority with whom Registered _____

10. ESI Registration/Code No. _____

11. Experience in Maintenance/Sanitation contract in Govt. organization. _____

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 _____

* Attach copies of supporting documents

Place _____
Date _____

Seal

Signature _____
Name _____

**National Gallery of Modern Art
TENDER FORM
PART-B (FINANCIAL BID)**

Sub: - Engagement of Private Agency for up keeping / cleaning work and disposal of garbage.

	Unit Cost
1. Providing all inclusive Sanitation service rate per sq. ft. per month.	Rs. _____
2. All inclusive rates for Glass/ window cleaning per sq. ft. per month	Rs. _____
3. Rate of removal / disposal of garbage/ waste from the premises.	Rs. _____
4. Rates for daily sweeping of lawns	Rs. _____
5. Taxes applicable	Rs. _____

Place _____
Date _____

Seal

Signature _____
Name _____
Address _____