

No.NGMA/BLR/Manpower/167/2018-19/ 7195

24<sup>th</sup> May 2018

**Notice Inviting Tenders / Bids for Manpower Services**

National Gallery of Modern Art, Bengaluru, Ministry of Culture, Government of India, invites Expression of Interest (EOI) from duly registered Manpower Service Providers / Organizations based in Bangalore for providing Manpower services to the National Gallery of Modern Art, Bengaluru a subordinate office of the Ministry of Culture in the following categories :-

Sl. No	Designation	Number required provisionally	Category
1	Stenographer	02	Highly skilled
2	Data Entry operator	02	Skilled / clerical
3	Skilled Curatorial help	04	Skilled / clerical
4	Gallery attendant	05	Semi-Skilled
5	Laboratory Attendant	01	Semi-Skilled
6	Office Helper	02	Unskilled

The actual requirement of manpower may be less or more and can vary from time to time. The age limit for all the categories is 18 to 55 years.

**2. Standards / Benchmarks for the services sought are as under :**

**Stenographer :**

Qualification : 12<sup>th</sup> Standard or equivalent

Skills : (a) Good in English

(b) Proficient in Computer operations (MS Word & Excel)

(c) Stenography dictation minimum speed : 80 words per minute in English.

(d) Typing speed : Not less than 40 words per minute / 12000 KDPH in English.

(e) Desirable : Typing in Kannada

**Data Entry Operator :**

Qualification : 12<sup>th</sup> Standard or equivalent

Skills : (a) Good in English

(b) Proficient in Computer operations (MS Word & Excel)

(c) Typing speed : Not less than 35 words per minute / 10500 KDPH in English.

(e) Desirable : Typing in Kannada

**Skilled Curatorial Help :**

Qualification : 12<sup>th</sup> Standard Pass

Skills : (a) Good in English / Kannada

(b) Proficient in Computer operations (MS Word & Excel)

(c) Typing speed : Not less than 35 words per minute / 10500 KDPH in English.

(d) Desirable : Typing in Kannada

**Gallery /Laboratory Attendant :**

Qualification : Matriculation

Skills : (a) Good in English/Kannada.

(b) Desirable : Experience of at least one year in dealing with caretaking jobs.

**Office Helper :**

Qualification : Matriculation

Skills : Read & write in English as well as in Kannada.

3. This tender shall be a two bid system comprising of "Technical Bid" and "Financial Bid".

The Technical Bid should contain :

- i. Acceptance of terms and conditions at Annexure – I. For this, a copy of the Annexure-I need to be signed on each page by the Tenderer.
- ii. The proforma at Annexure-II (Duly Filled in) with all attachments
- iii. All other required documents as mentioned at Sl.No.4 of this Tender Notice.

The financial bid should be in a sealed envelope superscribed 'Financial Bid' which should contain only rates as per given proforma quoted on monthly basis for normal duty of 8 hours per day per person (Annexure-III).

The Technical Bids and Financial Bids in the enclosed prescribed proforma (together with supporting documents) shall be submitted in separate covers superscribing the nomenclature TECHNICAL BID and FINANCIAL BID respectively on the covers.

The two covers of the Technical and Financial Bids should be put in a sealed cover superscribing on the envelope 'Tender for Manpower Services', along with **earnest money deposit of Rs.50000 by way of Bank Draft / Pay Order payable to Director, NGMA Bengaluru.** The tenders will be received by 29<sup>th</sup> June 2018. Tenders submitted without EMD will not be considered for further evaluation. The technical bids of the tenderers will be opened on 2<sup>nd</sup> July 2018 in presence of available tenderers/their authorized representatives in the Conference room of NGMA Bengaluru. The accepted Technical Bids will be evaluated and the Financial Bids of only those who satisfy the Technical specifications will be opened for further evaluation. The Financial Bids of disqualified tenderers will not be opened and no enquiry on this account will be entertained. The successful bidders will be informed about the opening of the financial bids by e-mail which should invariably be mentioned. NGMA, Bengaluru reserves the right to accept or reject any tender without assigning any reason or to cancel the exercise without having to incur any cost. Decision of Director NGMA, Bengaluru will be final and binding on all tenderers.

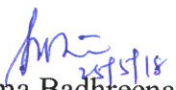


#### 4. Requirements for Technical Bid.

- i) The manpower will have to be supplied by the agency within 10 days from the date of award of Contract and as per the detailed Terms and Conditions which are given at **Annexure-I**. For agreeing to this, a copy of the Annexure-I need to be signed on each page by the Tenderer.
- ii) Only those agencies who fulfill the following minimum criteria need submit their bids.
- iii) The Service Provider / Agency / Firm should be registered with the Government authorities for undertaking Manpower Services and a copy of the registrations shall be attached with the bid.
- iv) The Service Provider should be registered with PF authorities and a copy of the registration certificate issued by the authorities shall be attached with the bid.
- v) The Service Provider should be registered with ESI authorities and a copy of the registration certificate issued by the authorities shall be attached with the bid.
- vi) The Service Provider should be registered with Labour Commissioner' office and a copy of the labour license issued by the Labour Commissioner shall be attached with the bid.
- vii) The Service provider should be registered with Income Tax Authorities and a copy of the PAN issued by the authorities shall be attached with the bid.
- viii) The Service Provider should be registered with GST (Goods & Services Tax) from concerned department and a copy of GST registration issued to the Service Provider shall be attached with the bid.
- ix) Annual Turnover of the Service Provider / Agency for providing Manpower Service alone (Excluding Security Services and / or Housekeeping Services) for the years 2015-16, 2016-17 and 2017-18 should not be less than **Rs.1.00 Crore (Rs.One Crore)**. This has to be supported by figures in the Balance Sheets for the respective years duly certified by registered Chartered Accountant. In case separate figures for this Manpower Services (Excluding Security Services and / or Housekeeping Services) are not depicted separately in the balance sheet / profit & loss account, a separate clear certificate from the Chartered Accountant shall have to be attached.
- x) Work experience of the Service Provider / Agency of providing skilled manpower, of similar nature, in other Departments of Government of India or Government of Karnataka or State/Central Public Sector Undertaking during last two years. Copies of job orders and particulars of contact officer in the concerned Departments / PSU may please be furnished (for the purpose of verification). The Service Provider should have completed at least one Manpower service contracts of value not less than **Rs.20 lakh** per annum or completed at least two Manpower service contracts of value not less than **Rs.15 lakhs** per annum related to providing manpower in a single contract during 2016-17 and 2017-18.
- xi) The manpower supplying agencies should have been in existence for not less than five years.
- xii) It should not have been blacklisted by any organization.
- xiii) It should be willing to take up the Contract on the terms and conditions given at Annexure-I.



5. The Service Provider / Agency selected for awarding the job will be required to deposit a security amount of Rs.2 lakh in the form of a Demand Draft drawn in favour of Director, NGMA Bengaluru as a security for providing the manpower services which can be forfeited / invoked in the event of premature termination of the contract or otherwise on account of violation of any of the terms and conditions of this Tender Notice or frequent absence from duty/misconduct on part of manpower supplied by the agency. The security deposit will not carry any interest.

  
(Sathyabhama Badhreenath)  
Director, NGMA Bengaluru

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



**ANNEXURE – I**  
**TERMS AND CONDITIONS**

**A. General**

- i) The contract is likely to commence from 15 days of finalization of Tender for a period of one year, unless it is curtailed or terminated by Director, NGMA Bengaluru owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirement of work.
- ii) The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and Director NGMA Bengaluru.
- iii) The contract may be extended for a further period of one year on the same terms and conditions or with some addition / deletion / modification as may mutually be agreed upon.
- iv) The tenderer will be bound by the details furnished by it to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- v) Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- vi) The persons engaged by the Agency should not have any adverse Police records / criminal cases against them. The agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this NGMA. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from Director, NGMA Bengaluru.
- vii) The contracting company / firm / agency shall furnish following documents in respect of the persons who will be deployed by it in this NGMA before the commencement of work or within the time limit allowed by Director, NGMA Bengaluru.
  - a) List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
  - b) Bio-data of the person with photograph affixed shall have to be given within 10 days of the allotment of contract.
  - c) Character certificate from a Gazetted Officer of the Central / State Government.
  - d) Certificate of Verification of antecedents of persons by local police authority.
- viii) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- ix) The service provider shall engage necessary persons as required by this NGMA 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



emoluments / wages in time i.e. by 7<sup>th</sup> day of every month. There is no master & servant relationship between the employees of the service provider and this NGMA. Further, the engaged person of the service provider shall not claim any absorption in this NGMA.

- x) The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential / secret in nature.
- xi) The Service Provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this NGMA. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- xii) The persons engaged by the Agency should not have any adverse Police records / criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this NGMA within ten days of posting the persons. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this NGMA.
- xiii) The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the NGMA because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- xiv) The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- xv) The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
- xvi) Working hours would normally be from 9.30 AM to 5.30 PM during working days. However, in exigencies of work, they may be required to sit late and the personnel may be called on Sundays and other Gazetted Holidays, if required. They will be given compensatory leave thereof.
- xvii) The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this NGMA.
- xviii) The service provider shall provide substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- xix) The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this NGMA to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by this NGMA implementing the Contract from time to time.



- xx) This NGMA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- xxi) That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If this NGMA suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by Director, NGMA Bengaluru. The agency shall keep this NGMA fully indemnified against any such loss or damage.
- xxii) This NGMA will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which emoluments/wages will be decided in respect of the staff at the approved rates.
- xxiii) The successful bidder will enter into an agreement with Director, NGMA Bengaluru for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing.
- xxiv) The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. However, any statutory increase in wages/DA etc. is to be absorbed by this NGMA.
- xxv) 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 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.

## **B.Financial**

- i) The Bids offered should be valid for 90 days from the date of opening financial bids.
- ii) Bids, offering rates which are lower than the minimum wages (as applicable for GOI office at Bangalore) under the Minimum Wages Act, 1948 for the pertinent category would be rejected. The Agency shall not pay emoluments/wages less than that payable under the applicable labour laws and/or the Contract Labour (Regulation & Abolition Act) and the Rules thereto as applicable.
- iii) The successful bidder shall furnish a Security Deposit of Rs.2 lakh in the form of a Demand Draft payable/drawn in favour of Director, NGMA Bengaluru as a security for providing the manpower services which can be forfeited/invoked in the event of premature termination of the contract or otherwise on account of violation of any of the terms and conditions of this Tender notice or frequent absence from duty/misconduct on part of manpower supplied by the agency. The security deposit will not carry any interest.
- iv) The agency shall raise the bill, in triplicate, along with attendance sheet to this NGMA in the first week of the succeeding month. This will be duly verified before passing and payment made within 21 days from the date of receipt of bill.



- v) The bill shall accompany copies of PF/ESI challans, attendance sheet, GST, etc. failing which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this NGMA. The payment will be released by the fourth week of the following month after deduction of taxes deductible at source under the law in force.
- vi) Payments to the service provider would be strictly on certification that his services were satisfactory and attendance as per the bill preferred by the service provider.
- vii) It shall be the duty of the Contractor to ensure the disbursement of wages is made in the presence of the authorized representative(s) of the NGMA Bengaluru.
- viii) No wage/remuneration will be paid to any staff for the days of absence from duty.
- ix) This NGMA reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

### **C. Fraud and Corrupt Practices**

- i) The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Department may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
- ii) Without prejudice to the rights of this NGMA under Clause i), hereinabove, if an Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the Department during the period such Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may.
- iii) For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them.
  - a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
  - b. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;



- d. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

#### **D. Legal**

- i) The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages Act, Provident Fund Act, Employees State Insurance Act, Payment of wages Act, Shop & Establishment Act, etc. in respect of the persons deployed by it in this Department.
- ii) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii) The Service Provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under Law.
- iv) The agency shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid on or before 7<sup>th</sup> of every month.
- v) It is obligatory on the Contractor to ensure that wages paid should not be less than the minimum wages fixed by the Government, from time to time and all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.
- vi) That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Department.
- vii) The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the Director NGMA Bengaluru.
- viii) In case, the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Department is put to any loss/obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- ix) The service provider's personnel shall not claim any benefit/compensation/regularization or services from this Department under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this NGMA.
- x) In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by this NGMA besides annulment of the contract.

- xi) For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this NGMA. The persons deployed by the Agency in this NGMA shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against this NGMA or / and Ministry of Culture New Delhi.
- xii) The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this Department shall be forfeited by this Department.
- xiii) All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The arbitration and conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
- xiv) The Courts at Bangalore will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.





## ANNEXURE - II

### **Particulars to be filled in by the tenderer**

1. Name of the Agency
2. Date of establishment of the agency (Attach a copy of Registration certificate)
3. Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person (s).
4. Whether registered with all concerned Government authorities (PF/ESI etc.?)  
(Copies of all certificate or registration to be enclosed)
5. PAN and TAN number (Copies to be enclosed)
6. Goods & Service Tax (GST) Registration Number (Copy to be enclosed)
7. Labour Licence – copy to be enclosed.
8. Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attach an Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU etc.
9. Length of experience in the field
10. Experience in dealing with Government Departments.  
(Indicate the names of the Departments and attach copies of contract orders placed on the agency valuing more than Rs.15 lakhs during the last two years)
11. Whether a copy of the terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached?
12. Whether agency profile is attached?
13. List of other clients. (Attach self-attested photocopies of contract details in the following order S.No., name of the organization, contract period, value of the contract)
14. Declaration about Fraud and corrupt practices (duly signed & attested as given in the Tender document)
15. Details of EMD enclosed.



**Signature of the authorized signatory  
of the Tenderer with seal of the Firm.**

**ANNEXURE – III**  
**PROFORMA FOR FINANCIAL BID**

No.....Dated.....

To

The Director  
National Gallery of Modern Art  
49, Manikyavelu Mansion, Palace Road,  
Bengaluru – 560 052.

Subject : Quotations for award of contract for outsourcing Manpower Services.

Sir,

With reference to your Tender Notice No. .... dated.....  
on the subject mentioned above, I / we quote the rate, including the service charged and  
excluding service tax which are payable as per applicable rates, for above mentioned work  
are as indicated in the enclosed statement and the rate quoted is valid for ninety days from  
the date of opening the financial bid.

**Signature of the authorized signatory  
of the Tenderer with seal of the Firm.**

**Note :**

1. The wage structure should be in conformity with the latest Minimum wages notified by Labour Department, Government of India or Government of Karnataka whichever are higher.
2. Statutory liabilities as per applicable rates.

**DECLARATION**

- I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor / Director, authorized signatory  
of the Agency / Firm, mentioned above, is competent to sign this declaration and execute  
this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
  3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law. Signature of authorized person.

Date :  
Place :

Full Name :  
Seal





Statement of monthly rate per person							
Sl. No	Particulars	Stenographer	Skilled Curatorial Help	Data Entry Operator	Gallery Attendant	Laboratory Attendant	Office Helper
1	Basic wages						
2	ESI @ 4.75%						
3	PF etc. 13.15% limited to basic wages + VDA subject to maximum of Rs.15000 pm						
4	Leave 1.25 days per month or proportionate thereof for part period						
5	Minimum Bonus @ 8.33%						
6	Total						
7	Margin of the contractor						
8	Total excluding service tax						



Signature of the Authorised signatory of the tenderer with seal of the firm.