

F. No.29012/2013/NGMA

March , 2014

**NOTICE INVITING TENDER**

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

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

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

**(Prof. Rajeev Lochan)**  
Director

-1-  
F. No 29012/2013/NGMA  
National Gallery of Modern Art  
Government of India  
Ministry of Culture  
Jaipur House, India Gate  
New Delhi-110003

**Subject: Engagement of Private Agency for Security and Surveillance Services in National Gallery of Modern Art (NGMA), New Delhi.**

Sealed tenders are invited for and on behalf of the Director, NGMA, from registered and reputed agencies for providing Security and Surveillance Services in the National Gallery of Modern Art, New Delhi.

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

7. The tenders should be submitted in two sealed covers:
- (A) The first sealed cover should be superscribed "Technical Bid". and should contain.
- (i) The proforma at **Annexure-II & III.** duly filled in.
  - (ii) Agency profile. including previous experience of providing security and surveillance services to Government Departments., PSUs, large industries corporate houses etc.
  - (iii) Duly signed terms and conditions at Annexure- I.
  - (iv) Demand draft for earnest money deposit.
  - (v) All other required documents.
- (B) The second sealed envelope superscribed "-Price Bid" should contain only rates which is to be quoted on monthly basis for normal duty of 8 hours per day per person (**Annexure-IV**).
- (C) Both the sealed covers should be placed in the main sealed envelope superscribed "Tender for security and surveillance services. This should be addressed to the Administrative Officer, National Gallery of Modern Art, Jaipur House, India Gate, New Delhi, and should be submitted either in the Tender Box kept at Gate No.1 or through Speed Post **within 15 days from the publication of this Tender Notice in the Newspapers.**
8. If the rates/quotations (wages plus the statutory contributions like EPF, ESIC. etc.) submitted by any Agency are found to be less than the minimum wages notified by the Labour Department. Government of NCT of Delhi. the bids of such an Agency will not be considered.
- 9 The technical bids will be opened by the Tender Committee at a time convenient to the NGMA in the presence of the participating bidders who may like to be present.

(S.K. Misra)  
Administrative Officer

Encls:-

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

To,

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

**No. F 29012/2013/NGMA.**  
**National Gallery of Modern Art**  
**Government of India**  
**Ministry of Culture**  
**Jaipur House, India Gate**  
**New Delhi-110003**

**ANNEXURE-I**

**TERMS AND CONDITIONS FOR PROVIDING SECURITY & SURVEILLANCE SERVICES IN NGMA, NEW DELHI.**

**GENERAL TERMS & CONDITIONS**

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

8. The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law. **Undertakings from the persons to this effect shall be required to be submitted by the service provider to this department.**
9. Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the NGMA from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same.
10. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
11. The department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this department.
12. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking etc.
13. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
14. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group Insurance of its employees engaged in this department.
15. **The agency should have an inbuilt system of payment of wages through individual bank accounts.**
16. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This department shall, in no way, be responsible for settlement of such issues whatsoever.
17. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this department or any other authority under Law.
18. If penalized for non compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the same at its own level and costs, in no way putting any liability on the NGMA.

19. **The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this department.**
20. The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month **after deduction of taxes deductible at source under the laws in force.**
21. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this department.
22. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this department in fulfilment of the contract from time to time. The agency shall depute a co-coordinator who would be responsible for immediate interaction with the Administrative Officer, NGMA, so that optimal services of the persons deployed by the agency could be availed without any disruption.
23. This department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings equipment or vehicles of the personnel of the service provider.
24. The successful bidder shall deposit an amount of Rs. 4,00,000/- (Rs. Four Lakhs) only as performance security deposit in the form of an account payee demand draft drawn in favour of the Drawing and Disbursing Officer, National Gallery of Modern Art, payable at Delhi /Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the department in all respects. **The security deposit shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the service provider.** The security deposit will be forfeited in case the providing of security and surveillance services is delayed beyond the period stipulated by this department or on non-compliance of the terms of agreement by the service provider.
25. EMD and Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the NGMA on the EMD, Security Deposit or on amounts payable to the Contractor under the contract.
26. This department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, NGMA in this regard shall be final and binding on all.
27. The successful Tenderer shall be required to execute an Agreement within 10 working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the form as prescribed hereto to the effect that the tenderer and the NGMA are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The contract/agreement is extendable for another one year subject to satisfactory performance of the agency and

such amendments as mutually agreed to. The validity of the Contract comes to an end ipso facto by efflux of time unless otherwise renewed/terminated.

28. All the expenses for the preparation and execution of the contract including the stamp duty, concerned fee shall be payable by the Contractor.
29. Director, NGMA, assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
30. The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of this department.
31. The Contract shall be further subject to such other terms, conditions and instructions as may be imposed/issued by the NGMA from time to time.
32. **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 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.**
33. **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 of commence the service on the stipulated time/date, the EMD 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.**
34. 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.
35. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
36. That all the disputes or differences arising between the parties out of or relating to construction, meaning and operation or effect of this Terms & Conditions of Tender and/or subsequent agreement or breach thereof shall be settled by the sole Arbitrator who may be appointed with the consent of both the parties in accordance with the provisions of Arbitration and Conciliation Act, 1966 and any statutory modification or re-enactment thereof. The place of Arbitration shall be New Delhi. The decision of the Arbitrator shall be final and binding upon both the parties. The expenses of the Arbitrator as determined by the Arbitrator shall be shared equally by the Parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. Arbitration award shall be in writing and shall state the reasons for the award.

**Special Terms & Conditions**

1. The Contractor/Agency/Firm will extend co-operation to the In-charges of security maintenance section 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 Administrative Officer, NGMA, New Delhi, along with the authentic documents of each of the persons who should obtain temporary pass for entry in the Campus and building duly endorsed by In-charges of security maintenance section and signed by the Administrative Officer, National Gallery of Modern Art.
3. **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 Matric Pass.**
4. The deployed persons have to perform duty of eight hours on all days including Sundays and gazetted holidays. Security and Surveillance Services would be provided 24 hours. Accordingly, the Agency has to deploy the personnel by making suitable arrangements for providing weekly off to the personnel.
5. 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 Administrative Officer, National Gallery of Modern Art.**
6. 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.
7. Any person deployed by the Agency if found misbehaving or guilty of misconduct on his part will be removed forthwith from the National Gallery of Modern Art by Agency. The Agency shall be held responsible for any losses on this account.
8. Any damage to the National Gallery of Modern Art property caused due to the carelessness of the workers shall be borne by the Contractor/Agency/Firm and such loss should be brought to the notice of the Security In-charge or the Administrative Officer.
9. 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 NGMA. The agency shall constantly keep in touch with the NGMA regarding the service arrangements provided to the NGMA and abide by the instructions and directives issued by the NGMA in this regard from time to time.
10. The agency will provide one Security Supervisor and requisite number of security guards including one lady security guard. The person should be trained and experienced in security duties at similar places/office.
11. The agency should be able to provide additional strength of security personnell at a short notice and should keep a leave reserve ready.
12. The agency should pay all existing and future taxes, rates, cess, charges, assessments, outgoing and in positions of every description for the time being payable in respect of security agency.



13. The agency should comply all time with all statutory and other requirement for ensuring the health, safety and welfare of persons deployed.

### **Duties of the Security Guards**

1. The Personnel supplied ought to be polite but Firm, Disciplined, Physically Fit and Alert, smartly dressed in uniform.
2. To attend with compliments to distinguished visitors, VIP's and Officers.
3. Check, Control and Restrict entries to staff/Workers/Authorized Personnel of Organization/Firm and others by valid passes or searching if required and movement of vehicles and incoming /outgoing Materials (with gate passes, challan) and time keeping.
4. Maintain strict security of men, material and premises and maintain Diary to note all important events/happenings information received/ passed to the management. Entirely responsible for thefts of easily movable items such bathrooms fittings, fans, Exhaust Fans, Telephone Instruments, Fire Extinguishers, or Fire Fighting Systems etc.
5. Will standby management during emergency like Gherao, Picketing, Strike etc. and Security of NGMA staff from any assaults whatsoever.
6. Not to leave the place of duty under any circumstance unless properly relieved. Sign accordingly in handing/taking over Register etc.
7. Prevent misuse of Electricity and water.
8. In case of fire, the Security Guard will immediately alert the staff on duty and the Guards shall inform the nearest Fire Station and Security In-charge.
9. The security guard must watch that there is no unidentified/ unclaimed/suspicious objects/ persons in the building/premises.
10. The security guard shall ensure that all the electrical equipment/instruments/lights and fans should be switched off at the time of closure of the museum.
11. The security guard should ensure that all the offices/rooms are locked at the close of office and opened at the beginning of office hours and there is safe keeping of the keys.
12. The security personnel must be in proper, neat and tidy uniform.
13. Security Supervisor must have a walkie-talkie provided by security agency

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

No.F 29012/2013/NGMA  
**NATIONAL GALLERY OF MODERN ART**  
**JAIPUR HOUSE, INDIA GATE**  
**NEW DELHI-110003**

**TECHINICAL BID**

**Sub:-** Engagement of Private agency for Security & Surveillance Services in the NGMA, New Delhi.

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

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

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

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3. Annual turn-over of **Rs. 4,00,00,000/- (Rs. Four Crores only) per annum** during the last three preceding Financial Years duly certified by C.A. (Enclose Photocopy of Balance sheet and Profit & Loss A/Cs for the last three financial year).

(Attach separate sheet if space provided is insufficient)

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

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

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

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

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

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

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

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

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

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

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

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

12. Details of Earnest money Deposited:-

a) **Amount :- Rs. 25,000/- (Rs. Twenty Five Thousand Only)**

b) Bank Draft/Pay Order\_\_\_\_\_

c) Date of issue of BD/PO\_\_\_\_\_

d) Name of the issuing Authority\_\_\_\_\_

13. Declaration – See Annexure-III.

Signature\_\_\_\_\_

Name:(In block letter)\_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm\_\_\_\_\_

Date:

Place:

Seal:

DECLARATION

1. I, Son *I* Daughter *I* Wife of Shri  
-----'**Proprietor *I*** Director/authorized signatory of the  
agency/Firm, mentioned above, is competent to sign this declaration and execute this tender  
document; -
  
2. I have also carefully read and understood all the terms and conditions of the tender for  
providing security & surveillance services to the NGMA, New Delhi and undertake to abide by  
them;
  
3. The information *I* documents furnished along with the above application are true and authentic  
to the satisfaction of my knowledge and belief. I, we, am *I* are well aware of the fact that  
furnishing of any false information *I* fabricated document would lead to rejection of my tender  
at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Full name:

Seal:

**No.F 29012/2013/NGMA**  
**NATIONAL GALLERY OF MODERN ART**  
**GOVERNMENT OF INDIA**  
**MINISTRY OF CULTURE**  
**JAIPUR HOUSE, INDIA GATE**  
**NEW DELHI-110003**

**APPLICATION-FINANCIAL BID**

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

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

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

Sl. No.	Component of Rate	Amount for Security Supervisor	Amount for Security Guard	Amount for Armed Security Guard
1.	Basic per month			
2.	Employees Provident Fund @ % of above			
3.	Employees State Insurance @ % of Sl. No. 1 above			
4.	Bonus @ or %age			
5.	Service Tax Liability @% of Sl. No. 1 above			
6.	Any other liability (PI. Indicate)			
7.	Contractors Adm./Service Charge			
	Total			

Date:

Signature of authorized person

Place:

Name:

Seal :

Notes:

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

Reference No. :

ANNEXURE - V

**AGREEMENT**

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

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

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

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

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

Above written:

( )  
Signature on behalf of NGMA, New Delhi

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

( )  
Signature on behalf of Contractor

Name:

Designation:

Seal:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

Signature & Seal of the Tenderer