

**File No: 19-373/2021-NM (EC) Part II**  
**GOVERNMENT OF INDIA**  
**MINISTRY OF CULTURE**  
**NATIONAL MUSEUM**  
**Janpath, New Delhi – 110011**

**REQUEST FOR PROPOSAL / TENDER DOCUMENT**

**Invitation of Bids for Empanelment of Fine Art Handling Agency/Agencies for the Movement of Antiquities and Art Objects within India & abroad**

Bids (Technical & Financial) in separate sealed covers are invited from Firms/Companies/Entities registered in India, by the National Museum (NM), Ministry of Culture, Government of India, New Delhi for Empanelment of Fine Art Handling Agency/Agencies (FAHA) for the movement of antiquities and art objects for holding art exhibitions & other purposes, within India & abroad, based on the criteria mentioned in Part-II of this RFP. Detailed scope of Work is mentioned in Annexure-I of this RFP.

Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid. The bids should be submitted in separate sealed envelopes along with the soft copy in CD. **All the envelopes should be enclosed in another sealed envelope super scribed with the RFP number and due date.**

**Brief of the National Museum:**

The National Museum, located at Janpath, New Delhi is a subordinate office of the Ministry of Culture, Government of India and houses an impressive collection of over 2,00,000 antiquities and artefacts belonging to different era. It also plays a great role in Conservations and Preservation of the art objects. National Museum is generally appointed as Nodal Agency to organise exhibitions in India and abroad.

The Collection of the Museum is divided across various departments viz. Pre-historic Archaeology, Archaeology, Numismatics & Epigraphy, Painting, Jewellery, Decorative Arts, Textiles, Manuscripts, Arms & Armour, Anthropology, Central Asian Antiquities and Pre-Columbian & Western Art. Along with the collection departments are other departments like a well- equipped Conservation Laboratory, and separate branches of Publication, Hindi, Public Relations, Lecturing and Education, Library, Exhibition, Display, Modelling, Photography, Security and Administration.

The National Museum also organises special exhibitions, sends or receives the exhibitions and deals with a variety of exhibits (art objects, antiquities and photographic representations). The exhibits include various categories, namely, Sculptures (Stone and Metal), textiles, Costumes, glass, ivory, jade objects, decorative arts, paintings, terracottas, stuccos, coins, jewellery, epigraphic objects (Copper plates and stone inscriptions), arms and armour, manuscripts, anthropological objects, pre-historic antiquities, photographic representation etc., which are of varied weight, dimensions, smaller/bigger in size and heavy/light in weight. Several exhibits like sculptures are heavy and large, and are required to be packed alone in a single wooden box, while others like coins, jewellery etc. are to be packed in a smaller suitable box or boxes and then put together in a bigger wooden box. Though these objects are moved from one place to another for the purpose of exhibitions, these are invariably sent or received after getting proper insurance

cover. However, to take utmost precaution the art objects are required to be moved by an experienced art handler who can handle them with utmost care. It is, with these reasons, that the bid is being invited to engage a Fine Art Handling Agency/Agencies who would be able to do justice with these priceless art objects of national importance.

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

|    |   |   |
|----|---|---|
| a. | Bids/queries to be addressed to           | Administrative Officer, National Museum, Janpath, New Delhi |
| b. | Postal address for sending the Bids       | Janpath, New Delhi -110011                                  |
| c. | Name/designation of the Contact Personnel | Ms Vintee Sain, Director, (E&PR), National Museum           |
| d. | Telephone number of the Contact Personnel | 011- 23019272 (Extn: 240)                                   |
| e. | e-mail ids of Contact Personnel           | <a href="mailto:dir.nmnd@gmail.com">dir.nmnd@gmail.com</a>  |

2. This RFP is divided into five parts as follows:

- Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, EMD, place of submission and opening of tenders, validity period of tenders, and eligibility criteria for the agencies intending to participate in the Tender etc.
- Part II: Contains essential details of services required, Scope of work (also see Annexure I), list of deliverables etc.
- Part III: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder.
- Part IV: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
- Part V: Contains Evaluation Criteria for Technical and Financial Bids (Format of Price Bids – Annexure IV).

3. This RFP is being issued with no financial commitment and the National Museum reserves the right to change or vary any part thereof at any stage. NM also reserves the right to withdraw the RFP at any stage.

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## Part I – General Information

**1. Last date and time for submitting the Technical & Financial Bids: August 22, 2024**

The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

**Important Dates:**

|  |   |
|--|---|
| RFP Issue Date                               | August 27, 2024   |
| Pre-Bid Meeting                              | September 10, 2024  |
| Last date for Queries/Suggestions by bidders | September 13, 2024  |
| Last Date for Submission of Bids             | September 17, 2024  |
| Date of Opening of Technical Bids            | September 17, 2024  |
| Date of Technical Bid Presentation           | September 26-27, 2024<br>(Tentative. To be confirmed directly to the qualified bidders) |
| Date of Opening of Financial Bids            | October 03, 2024<br>(Tentative. To be confirmed directly to the qualified bidders)      |

**2. Manner of depositing the Bids:** Sealed Bids (Technical and Financial) should be submitted at the address mentioned in Point 1 of this RFP, by hand or by registered post so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.** Only those bids which are submitted to the mentioned address within due date and time will be opened.

**3. Time and date of opening of Technical Bids and Technical Presentation: As mentioned above**

(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the NM.)

**4. Place of opening the Bids & Presentation:**

**Conference Room, NM, Janpath, New Delhi -110011**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Technical Bids on the due date and time. The eligible agencies will be decided based on the

qualification documents and other eligibility parameters. All the eligible agencies will be called for Technical presentations at the allotted time slot which shall be intimated to the agencies and also put on the website of NM. **The Bidders will have to come prepared for the Technical presentation on the mentioned date. This event will not be postponed due to non-presence of representative of any Bidder.**

5. **Forwarding of Bids:** Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like PAN Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.
6. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to – [dir.nmnd@gmail.com](mailto:dir.nmnd@gmail.com) referring the RFP title, number and date, not later than 10 days before the opening date of the Technical Bid. Copy of the queries and NM's clarification will be posted on NM's website – <https://nationalmuseumindia.gov.in> for information of all prospective bidders.
7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by NM prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach NM not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**
8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, NM may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**
10. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
11. **Validity of Bids:** The Bids should remain valid for a period of three months from the last date of submission of the Bids.

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## **12. Earnest Money Deposit:**

- a) An Earnest Money Deposit (EMD) of **Rs. 2,00,000/- (Rupees Two Lakhs only)**, refundable (without interest), should necessarily be accompanied with the Technical Bid of the Company/Firm/Agency in the form of Demand Draft/Pay Order/Banker's Cheque from any of the Scheduled Commercial Bank drawn in favour of "**DDO, National Museum, New Delhi**" **valid for a period of 120 days**. Bids not accompanied by Earnest Money Deposit of the requisite amount with proper validity will be summarily rejected. Extant /Admissible Govt. guidelines for exemption to EMDs to eligible bidders shall be applicable.
- b) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.**

**13. Two-bid system:** It is a two-bid system. The technically eligible agencies will be decided based on the qualification documents and other eligibility parameters. All the eligible agencies will be called for Technical Presentations at the allotted time slot which shall be intimated to the agencies and also put on the website of NM. The proposal of the Agencies will be evaluated based on their eligibility parameters and the Technical Presentation. Date of opening of financial/price bid shall be intimated on the website of the National Museum and also be conveyed directly to the technically qualified bidders. The Financial Bids shall be opened in the Conference Hall, NM, Janpath, New Delhi. **Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable/eligible after technical evaluation is done by NM. (as per criteria mentioned in Part-V of the RPF).**

**14. Preparation of Proposal:** The Respondent shall comply with the following related information during preparation of the proposal:

- a. The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- c. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

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## **Part II – Essential Details of Services Required**

1. **Aim & Objective:** The National Museum (NM), Ministry of Culture (MoC), Government of India (GoI) is a subordinate office of the MoC, GoI. NM invites technical and financial proposals from Firms/Companies/Entities registered in India for engagement of Fine Art Handling Agency/Agencies (FAHA) for the movement of antiquities and art objects for holding art exhibitions & other purposes, within India & abroad, based on the criteria mentioned in Part-II of this RFP. The details regarding the above mentioned deliverables are mentioned in the Annexure-I of this RFP.

### **2. Eligibility Criteria (Terms & Conditions):**

#### **The Bidder/Agency should have:**

- I. PAN,VAT,GST and TIN registration.
- II. **Average annual turnover of at least Rs. 5.00 Crore (Rupees Five Crore) in last 5 (Five) financial years i.e FY 2019-20/2020-21/2021-22/2022-23/2023-24.** At least 25 per cent of this turnover should be from international business.The bidder shall submit audited balance sheets, P&L statements & Income Tax Returns for all five years and also clearly mention the turnover figures for all 5 years in a separate table duly signed by the authorised signatory. In case the Balance Sheets/ITRs for FY 2023-24 are not available, the FY 2018-19 shall be considered instead, on a specific request and undertaking of the bidder to submit the audited BS/ITR for FY 2023-24 before December 31, 2024.
- III. The bidder must have a Custom House Agent License approved by Commissioner of Customs at Delhi & preferable at other Metros as well. (Furnish the details along with documentary evidence) or have a valid Agreement for a minimum period of three years with a Third Party having the same (documentary evidence of the same along to be provided by the Bidder).
- IV. The bidder should preferably be a member of the National or International Association in Fine Art Handling and transportation. Such as International Convention of Exhibitions and Fine Arts Transport International Convention of Exhibition and Fine Art Transporters (ICEFAT), Overseas Moving Air Transport (OMNI), FIDI is the global alliance of quality-certified international moving and relocation companies, specialized in moving from one country to another, Foundation for the advancement of Integrative Media (FAIM), International Air Transport Association (IATA). Copies of testimonials/certificates are attached with the technical bids.
- V. **In case of JV/Consortium:**
  - Separate identity/name shall be given to the Joint Venture firm.
  - Number of members in a JV firm shall not be more than three.
  - A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
  - The tender form shall be purchased and submitted only in the name of JV firm and not in the name of any constituent member.

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- One of the members of the JV firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV firm.
  - The other members shall have a share of not less than 20%.
  - A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender.
  - The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- VI. **Five (5) years' Work experience in the field of fine art handling:** At least Five (5) years' Work experience in the field of handling, installation, uninstallation, packaging, transportation etc. of antiquities and fine art objects, in general and specifically for the purpose of Art Exhibitions - Nationally & Internationally. The bidder should furnish the details of the Museums/Galleries for whom it has handled such works. The standing of the organizations dealt with, number of work orders handled, value of work orders handled, number of art objects handled, successful execution of works etc. shall be taken into consideration while evaluation of the technical bid by the Technical Evaluation Committee (TEC) under this head. The bidder shall also give all such details in a tabular format duly signed by the authorized signatory. **Copies of the work order along with the satisfactory completion certificates are to be necessarily provided.**
- In case of Joint Venture/ Consortium, work experience of any member will be considered. However, work experience of earlier JV/Consortium cannot be claimed by any individual member of the JV/Consortium. The experience of a JV/Consortium will be available to the same JV/Consortium only.
- VII. Team of skilled professionals having experience in the field of art handling. Credentials of the Project Lead and other Team Members to be provided by the Bidder for the purpose of Technical Evaluation.
- VIII. The **required infrastructure**, handling equipment, fork, lifts, closed body climate controlled (attached photographs) container truck, dollies, trolleys etc. exclusively for handling art works and is required to furnish the details of the same. Agency should have climate controlled storage facility (Attached Photographs).
- IX. **A registered office in Delhi NCR and preferably in all other Metro Cities** (documentary evidence of the same along with floor area of the office to be provided by the Bidder). The Bidder/s would be required to raise their invoice from the Delhi office.
- X. **Own Fleet Strength of at least 10 trucks as per specifications provided in Part IV of the RFP or have a valid Agreement for a minimum period of three years with a Third Party having the same** (documentary evidence of the same along to be provided by the Bidder).
- XI. **CHA License Registered in Delhi and preferably in all other Metros or the Agency may have a valid Agreement for a minimum period of three years with a Third Party having the same** (documentary evidence of the same along to be provided by the Bidder).
3. A) **Fabrication of wooden boxes per cu. ft. with and without packing material** :The boxes

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in 6mm/12mm/18mm are to be prepared of waterproof and termite proof plywood and board with water resistant coating wherever required for various categories of exhibits and are to be 'knock-down' boxes equipped with nuts & bolts, handles for easy lifting and bottom strengthened with two wooden batons fit to lift them with forklift smoothly (wherever required), and angle clamp with appropriate stenciling and stickers. The packing material include variety of synthetic foam (EP Sheets/Spiro foam) (4" or 2"); Thermocol (2"), bubble air plastic sheets, polythene, acid free tissue paper, cotton, brown paper and masking tape etc. and silica gel is also to be placed inside the boxes as per international standards for transportation of art objects.

**3B) Specifications of the Material to be used:**

1. Packing Materials: a.) Non-woven cloth b.) Synthetic foam: Eva sheet/Foam sheet/Styrofoam (various Sizes and thicknesses), 2. High grade acid free: Tissue paper/Butter paper/White paper, 3. Cotton, 4. Polythene Roll, 5. Bubble Wraps, 6. Corrugated Box, 7. Corrugated Sheet, 8. Corrugated bubble (CB) Roll, 9. Polyester film, 10. Use of Tapes of Different Grades: Archival Tapes/Polypropylene Tapes/Cello Tapes/Masking Tapes, 11. Locking Belt, 12. Rollers (6" dia.)
4. **Transportation:** Transportation of exhibits/exhibition material may be done by air/train/road. Hence, the agency will have to clearly quote rates for each mode of transport. In case of transportation by road, the rates will have to be quoted as per km. mentioning the size/capacity of the of truck (10 ft./14ft./17ft./20ft.), closed body, lockable and secured. It may also be noted that the trucks may have to be detained at times at the place of exhibition or other sites if required and hence detention charges have to be quoted clearly. In the case of future increase in the fuel prices above 10% of the existing rates at the time of award of the bid, a proportionate increase in the approved per Km. rates can be considered on mutual consent based on calculating the fuel consumption involved in the transportation of exhibition materials to and fro National Museum.
5. The Agency should have his own establishment with sufficient skilled and technical workforce duly trained in fine art handling. The Agency should have experience in handling fine art objects across various genres such as sculptures, paintings, textiles, coins etc. Agency should furnish the details of such technical workforce and the quality certificates/performance certificate from recognized institutions, be they Government bodies or other bonafide institutions.
6. The Agency must be ready to perform the jobs/service during day and night on all 7 days of the week, including Holidays.
7. **Scope of Work: As per Annexure –I of the RFP**
8. **The Task / Schedule of Requirements:** The Agency must execute all the works as mentioned in scope of work and the accepted technical proposals as per the timelines that shall be provided by the National Museum.
9. **Period of Contract:** The Contract would be valid for a period of 3 (Three) years from the Effective Date of Contract, extendable by another one year on mutual consent of both the parties. Please note that the Contract can be cancelled unilaterally by the NM being customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period.

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### **Part III – Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder/s (i.e. Contractor/Supplier in the Contract) as selected by NM. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

4. **Penalty for use of Undue influence:** The Agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NM or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offence by the Agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NM to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation. A decision of NM or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Agency towards any officer/employee of NM or to any other person in a position to influence any officer/employee of NM for showing any favour in relation to this or any other contract shall render the Agency to such liability/penalty as NM may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by NM.

5. **Agents/Agency Commission:** The Agency confirms and declares to NM that the Agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

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The Agency agrees that if it is established at any time to the satisfaction of NM that the present declaration is in any way incorrect or if at a later stage it is discovered by NM that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the Agency will be liable to refund that amount to the NM. The Agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. NM will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Agency who shall in such an event be liable to refund all payments made by NM in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The NM will also have the right to recover any such amount from any contracts concluded earlier by Agency with the Government of India or with NM.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of NM that the Agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Agency, on a specific request of NM shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of NM, the Agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, NM may, at its discretion, withhold any payment until the completion of the contract. NM may also deduct from the Agency as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** NM shall have the right to terminate this Contract in part or in full in any of the following cases:

- a. The delivery of the services are delayed for causes not attributed to Force Majeure for more than 5 (Five) days after the scheduled date of deliverable fixed by NM.
- b. The Agency is declared bankrupt or becomes insolvent.
- c. The delivery of services is delayed due to causes of Force Majeure by more than one month.
- d. NM has noticed that Agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. As per Para (8) of Part IV of RFP.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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11. **Transfer and Sub-letting:** The Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Intellectual Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify NM against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the Agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to NM by the Agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon NM.
- c. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between NM & successful Agency / Bidder. This is a binding agreement between NM and Agency for specific contracts in which NM promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with NM to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the NM (Principal) and successful Bidder for this specific activity (the successful Bidder);
- b. An undertaking by the Principal (i.e. NM) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;

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- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding Agency will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
  - i) Denial or loss of contracts;
  - ii) Forfeiture of the bid security and performance bond;
  - iii) Liability for damages to the principal (i.e. NM) and the competing Bidders; and
  - iv) Debarment of the violator by the Principal (i.e. NM) for an appropriate period of time.
- h. Bidders are also advised to have a Company Code of Conduct (clearly rejecting the use of bribes and other unethical behaviors) and Compliance Program for the implementation of the Code of Conduct throughout the company.

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## Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. the Agency in the contract) as selected by NM. Failure to do may result in rejection of Bid submitted by the Bidder.

**1. Performance Guarantee:** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the contract amount or as specifically stipulated within 15 days of the issue of formal Letter of Acceptance (LoA) and before signing of contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.

**2. Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.

**3. Paying Authority:** The payment would be made by NM on submission of following documents:

(i) Ink signed copy of the Agency's bills

(ii) Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract)

(iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(iv) Any other document / certificate that may be provided for in the Job Order / Contract.

(viii) Copy of PBG.

4. **No advance payment will be made** in any circumstances. Any extra expenditure incurred for getting the work done from open market due to failure of the tenderer to complete the job within the scheduled times as mentioned in the order will be recovered from the tenderer along with administrative charges.

5. The National Museum has the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory execution of the work. The decision of the Director General, National Museum will be final in this regard.

6. **Fall Clause:** The following Fall Clause will form part of the contract placed on successful Bidder:

(a) The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including NM or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.

(b) If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including NM or any department of the Central Government or any Department of the State Government or any Statutory undertaking of

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the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.

- (c) The Agency shall furnish the following certificate to NM along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including NM or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

**9. Risk & Expense Clause:**

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, NM shall, after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by NM during the check proof tests to be done by NM, NM shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, NM shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by NM.

**8. Force Majeure Clause:**

- a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

*Bolita*