

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

Sub : **Tender document with details specifications and terms & conditions for engagement of Fine Art Handling Agent for the movement of art object of NGMA.**

Introduction

The National Gallery of Modern Art (NGMA) came into existence on March 29, 1954 and the gallery is the premier institution of its kind in India with a collection of more than 17000 works of art and is growing. The NGMA has two branches, one at Mumbai and the other at Bengaluru. NGMA is a repository of the cultural ethos of the country and showcases the changing art forms through the passage of the last hundred and fifty years starting from about 1857 in the field of visual and plastic arts. NGMA organizes special exhibitions at various places within India and abroad at regular intervals. The exhibits include sculptures, paintings, drawings, graphics, photographs etc., which are of varied weight and dimensions. NGMA intends to hire the services of a competent fine art handling agent capable of handling the movement of art works and other exhibition related jobs for organizing the exhibitions within the country and abroad.

General Terms & Conditions

1. Issue of tender form does not necessary mean that the tenderer is an eligible party.
2. The 'Tenderer' and/or 'Party' and/or Service Providers as used in the tender document, shall mean the one who has signed the tender Form and Format in response to our Tender Notice.
3. The individual signing the tender or other documents in connection with the tender must certify his / her signature as (a) sole proprietor of the firm or constituted attorney of such sole proprietor, (b) constituted attorney of the firm, if it is a company, (c) authorized signatory of the firm.
4. Any tenderer giving tender in different names will be disqualified and his tender will be rejected.
5. The Tender Forms submitted by the tenderer shall contain all requisite information along with supporting documents and including Balance Sheet of the company of last five financial years.

6. The tenderer should be an established Agency / Firm dealing with the categories of works published in the Tender Notice or having infrastructural facilities including manpower in case of Service Provider. The agency must have a local office at Delhi, Bangalore and Mumbai with a regular telephone at office and residence.
7. The tenderer shall have to submit a declaration stating that he/she is not a relative of any serving employee of National Gallery of Modern Art (NGMA), being a partner in the tendered company.
8. The tenderer shall give the official mailing address, phone, fax number, email address to which all correspondence shall be made by the NGMA. Also, if address is changed the same shall have to be immediately intimated to the National Gallery of Modern Art (NGMA).
9. The incomplete or conditional tenders would not be accepted and are liable to be rejected.
10. Bids received by the NGMA after the specified date and time, will not be considered.
11. Tender without Earnest Money Deposit will not be accepted and is liable to be rejected summarily.
12. Tenders not conforming to the requirements mentioned in the Tender Form will be rejected and no correspondence shall be entertained in this regard.
13. The tender form should be clearly filled in ink legibly or typed. The Tenderer should quote the number, rates and amount tendered by him / them in figures as well as in words. Alterations, if any in the tender should be attested properly by the tenderer failing which the tender is liable to be rejected. Attested copies of the Registration Number for the firm along with TIN No. allotted by the Sale Tax authority PAN No. and Service Tax No. allotted by the Income Tax /Customs Department and copy of the last Income Tax Clearance Certificate, Satisfactory Performance Certificate issued by the concerned agency(s) organizations where such type of works/jobs have been performed by the tenderer earlier shall also be enclosed.
14. The tenderer shall have to produce documentary proof i.e., Telephone Bill / Electricity Bill / Income tax clearance certificate, if he is an assessee under Income Tax Act, in support of proof of address of the firm.

15. The tenderer should take care that the rate and amount should be written in such a way the interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.
16. It will not be binding to accept the tender in totality. It can be accepted in parts.
17. False information / documents provided for consideration would result in disqualification of the bidder.
18. Forwarding letter should clearly indicate the list of enclosures. Every paper of the tender should be signed by the tenderer with seal of Agency / Firm.
19. The Tenderer/Agency/Firm shall not sublet the work to other Tenderer/Agency/Firm after the award of the work.
20. The National Gallery of Modern Art will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 as applicable from the Tenderer.
21. The successful tenderer shall provide a non-judicial stamp paper of Rs. 10/- for prepared a Rate Contract Agreement. who on acceptance of his tender by the Accepting Authority, shall within 15 days from the date of written communication issued to him, sign the contract consisting of the notice inviting tender, all the documents including specification and additional conditions, if any, acceptance and related correspondence will form the part of the contract including other essential requirements mutually agreeable to both the parties. Any change in the contract will be applicable only if the amendment is made in writing by both the parties.
22. 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.
23. The National Gallery of Modern Art reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory execution of the work. The decision if the Director, NGMA will be final in this regard.
24. The Agency, if asked, should arrange in advance the amount of insurance premium of exhibits while bringing the exhibits from the Lending Institutions to National Gallery of Modern Art (within India) or otherwise on behalf of National Gallery of Modern Art in certain cases due to under emergent circumstances.

The National Gallery of Modern Art will be responsible for finalizing the insurance premium of exhibits through the Nationalized Insurance Company of India. Hence, charges, if any, for paying the amount of insurance premium should be quoted by the Agency on percentage basis.

Specific Terms & Conditions

25. The tenderer must have proven expertise in handling of fine art objects for national and International Exhibitions. The firms which do not have the necessary expertise experience and background of the project will not be considered. Agency should furnished the details of the Museums/Galleries with whom they have handled the Fine Art Objects both in India and abroad during the last 10 years.
26. The Agency should have the required infrastructure, handling equipment, fork lifts, closed body container truck, dollies, trolleys etc. exclusively for handling art works and is required to furnish the details of the same.
27. **Fabrication of wooden boxes per cu. ft. with and without packing material :** The boxes 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") thermocoal (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.
28. **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 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 tender, 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 NGMA.

29. The Agency should have his own establishment with sufficient skilled and technical workforce duly trained in fine art handling. 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
30. The Agency must be ready to perform the jobs/service during day and night on all 7 days of the week, including Holidays.
31. The tenderer should have minimum 10 years of experience in fine art handling and should have an annual turnover of atleast Rs. 3 Crores or above for the last 5 years.
32. The tenderer should preferably be a member of the National or International Association in Fine Art Handling and transportation network etc. such as Overseas Moving Network International (OMNI), International Convention of Exhibitions and Fine Arts Transport (ICEFAT), FIDI, FAIM, IATA, etc. Copies of testimonials/certificates be attached with the technical bids.
33. The tenderer should be an accredited Custom House Agents approved by Commissioner of Customs.
34. The technical and financial bids should be submitted in separate sealed envelopes which may be put together in a larger envelope super-scribing "Technical & Financial bid for engagement of Fine Art Handling Agent". The bids in sealed cover along with EMD may be submitted by Registered Post or submitted in the office of Administrative Officer NGMA against receipt/acknowledgment on any day except Holidays between 10 AM and 5 PM.
35. The technical bid will be opened on 18-08-2010 at 15.00 Hrs by the Purchase Committee in presence of concerned parties / their authorized representatives who would like to be present.
36. The financial bids of only those firms who qualify in the technical bids will be considered.
37. The Agency, which is technically qualified and offers the lowest rates, will be awarded the above mentioned jobs/services in their entirety or part of the jobs/services relating to any exhibition (s). The Director, National Gallery of Modern Art reserves the right accept/reject the whole or any part of the tender without assigning any reasons whatsoever and the tender shall be bound to perform the same at the rate quoted.
38. **Earnest Money:** The tender will furnish along with the Tender Form, earnest money of Rs. 50,000/- in the form of DD/Pay Order only drawn in favour of Drawing & Disbursing Officer, National Gallery of Modern Art. The earnest

money of successful tenderer will be liable to be forfeited if the tenderer does not abide by the terms and conditions or withdraws, impairs or derogates from the tender in any respect within the period of validity of the tender.

39. **Security Deposit:** The tenderer/Tenderer shall deposit a security of Rs.2,00,000/- by Pay Order/Bank Draft in favour of Drawing & Disbursing Officer, National Gallery of Modern Art, New Delhi or in the form of Bank Guarantee / Fixed Deposit for the due performance of the contract. In the event of any breach/violation of any terms and conditions contained herein by the tenderer, the said security deposit shall be forfeited by the Director, National Gallery of Modern Art. The Earnest Money can be adjusted against the security money. No interest shall be paid by the National Gallery of Modern Art on earnest money or security deposit.
40. **Contract Validity:** The contract shall be initially valid for a period of Two years that may be extended by an advance notice of 7 days at the sole discretion of the National Gallery of Modern Art or a further period of one year and at the same terms and conditions and the extension shall be based on the satisfactory performance of the contract. The validity of contract comes to an end ipso facto by efflux of time unless otherwise renewed/terminated.
41. **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 contracted work., due to negligence in the performance of 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.
42. **Arbitration:** Disputes, if any, shall be referred to the sole Arbitrator who may be appointed with the consent of the both parties in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modifications for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Delhi in India. The award will be binding upon the parties.
43. The Director, National Gallery of Modern Art reserves the right to reject all or any tender without assigning any reason.

DIRECTOR
National Gallery of Modern Art

National Gallery of Modern Art
Jaipur House, India Gate, New Delhi-110003.

TECHNICAL BID

**FORMAT FOR TECHNICAL BID FOR ENGAGEMENT OF FINE ART
HANDLING AGENT IN THE NATIONAL GALLERY OF MODERN ART.**

1.	Name of the Firm	:	
2.	Complete Address	:	
a)	Date of incorporation / Establishment of the firm		
b)	Telephone No(s).	:	
c)	Fax No.	:	
d)	Email Id.	:	
e)	Website	:	
3.	Whether the company is a proprietorship firm, Pvt. Firm, Ltd Co, if so the names of the owner / Directors etc., be furnished.	:	
4.	PAN No.	:	
5.	TIN No.	:	
6.	Service Tax No.	:	
7.	Profile of the Firm	:	Attach a separate sheet alongwith brochure

8.	Financial Status (Annual Turn Over)	:	<table border="0"> <thead> <tr> <th data-bbox="898 237 1086 271"><u>Year</u></th> <th data-bbox="1145 237 1390 271"><u>Annual Turnover</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="898 300 1070 333">2009 – 2010</td> <td data-bbox="1145 300 1390 333">: Rs. _____</td> </tr> <tr> <td data-bbox="898 383 1070 416">2008 – 2009</td> <td data-bbox="1145 383 1390 416">: Rs. _____</td> </tr> <tr> <td data-bbox="898 465 1070 499">2007 – 2008</td> <td data-bbox="1145 465 1390 499">: Rs. _____</td> </tr> <tr> <td data-bbox="898 548 1070 582">2006 – 2007</td> <td data-bbox="1145 548 1390 582">: Rs. _____</td> </tr> <tr> <td data-bbox="898 631 1070 665">2005 – 2006</td> <td data-bbox="1145 631 1390 665">: Rs. _____</td> </tr> </tbody> </table> <p data-bbox="898 703 1449 779">(Attach attested copies of balance sheets / IT returns for the last 5 years).</p>	<u>Year</u>	<u>Annual Turnover</u>	2009 – 2010	: Rs. _____	2008 – 2009	: Rs. _____	2007 – 2008	: Rs. _____	2006 – 2007	: Rs. _____	2005 – 2006	: Rs. _____
<u>Year</u>	<u>Annual Turnover</u>														
2009 – 2010	: Rs. _____														
2008 – 2009	: Rs. _____														
2007 – 2008	: Rs. _____														
2006 – 2007	: Rs. _____														
2005 – 2006	: Rs. _____														
9.	Infrastructure facilities														
a)	Office space available in Sq. ft. (attach photographs)	:													
b)	List of equipments available (Attach separate sheet)	:													
c)	Workshop facilities available in Sq. ft. (Attach photographs)	:													
d)	Manpower details (Attach organization chart)	:													
e)	Warehouse Facility in Sq. ft. (attach photographs)	:													
f)	No. of covered truck and fork lift, cranes available	:													
10.	Experience in handling Domestic / International Exhibitions during the last 10 years	:													
a)	Name of the Museums	:													
b)	Nature and type of exhibition handled	:													
c)	Description of various exhibitions related jobs undertaken	:													
d)	Cost involved	:													
e)	Time frames	:													
f)	Attach photographic proof / appreciation / satisfactory performance letters issued by	:													

	the concerned organizations.		
11.	Affiliations and Membership of International / National Associations of Art Movers / Air travel associations and other related organization and ISO certifications, if any. (Attach testimonials)	:	
12.	Accreditation of Custom House Agency	:	
a)	Whether the tenderer is an accredited Custom House Agent approved by the Customs Authorities ? (if Yes, attach proof/ testimonials)	:	YES / NO
13.	Earnest Money		
a)	Demand Draft No.	:	
b)	Date	:	
c)	Drawn on	:	
d)	Rupees in figure & words	:	Rs. _____ (Rupees _____ _____)

Place :

Date :

Signature : _____

Name & Address with Seal

National Gallery of Modern Art
Jaipur House, India Gate, New Delhi-110003.

FINANCIAL BID

**FORMAT FOR FINANCIAL BID FOR ENGAGEMENT OF FINE ART
HANDLING AGENT IN THE NATIONAL GALLERY OF MODERN ART.**

S.No.	Description of Job		Quoted Rates		
			Daily	Weekly	Monthly
1.	Documentation charges on the basis. As per bill of entry /shipping bill.	:			
2.	Site examination charges of Customs Officer and related expenditure on the basis of per bill of entry / shipping bill.	:			
3.	Repacking charges of valuable art objects in professional manner in original readymade boxes after custom examination/per cubic feet).	:			
4.	Warehousing Charges on the basis of volume weight.		Rates in Rupees		
			Daily	Weekly	Monthly
a)	Upto 500 Kgs.	:			
b)	501 Kgs. – 1000 Kgs.	:			
c)	Above 1000 Kgs.	:			
5.	Air Freight Charges (In Rupees)	:			
6.	Airport terminal charges (In Rupees)	:			
7.	Railway Freight Charges (In Rupees)	:			
8.	Agency charges on the basis of per shipping/ airway bill on Gross/ Volume weight (whichever is higher)	:			
a)	Upto 100 Kgs.	:			
b)	101 Kgs. – 500 Kgs.	:			
c)	501 Kgs. – 1000 Kgs.	:			
d)	Above 1000 Kgs.	:			

9.	Other Charges, if any.	:	
10.	Charges of Local transportation in Secured containerized from IGI Airport to NGMA and vice versa.	:	
a)	Upto 100 Kgs.	:	
b)	101 Kgs. – 500 Kgs.	:	
c)	501 Kgs. – 1000 Kgs.	:	
d)	Above 1000 Kgs.	:	
e)	Night detention charges	:	
9.	Examination at NGMA & Sealing on basis of bill of entry /per Shipping bill.	:	
10.	Outstation transportation charges by Road/Per Km. by secured containerized trucks.		<u>Rate Per Km.</u>
a)	Large full body containerized Truck (20 ft. in length & 1000 cu.ft. inside capacity.	:	
b)	Full body containerized truck (Per Km.). 17 ft. in length & 700 cu. Ft. inside capacity	:	
c)	Containerized Truck 14 ft. in length & 450 cu.ft. inside capacity.	:	
d)	Containerized Mini truck 10 ft. in length & 300 cu.ft. inside capacity.	:	
11.	Charges for Fork lift (2.5 Ton Capacity) per shift (For loading & unloading at Gallery /Exhibition Premises).	:	
a)	Per Shift of 8 Hrs.	:	
b)	Per Shift of 12 Hrs.	:	
12.	Special Hydra Crane (10 to 15 Tons capacity) Charges. (For lifting heavy objects/sculptures)	:	
a)	Per shift (8 hrs.).	:	
b)	Per shift (12 hrs.).	:	
13.	Escorting charges (Per escort).	:	
14.	Labour charges for loading / unloading at the Gallery / Exhibition premises (per Kg.)		
15.	Complete Packing & unpacking of Heavy objects / sculptures etc. (Per Cubic. Feet)	:	

16.	Fabrication of wooden boxes	:	
17.	Wooden Boxes /Crates with 6mm water & termite proof branded plywood and board as per NGMA specifications.	:	
a)	Wooden Boxes /Crates with 12mm water & termite proof branded plywood and board as per NGMA specifications.	:	
b)	Wooden Boxes /Crates with 18mm water & termite proof branded plywood and board as per NGMA specifications.	:	
c)	Agency charges for arranging insurance	:	
18.	Taxes applicable	:	
19.	Volume to weight ratio	:	
20	Exclusions, if any.	:	

Place :

Date :

Signature : _____

Name & Address with Seal
