

Bihar Museum, Patna

(An Autonomous Society under the Department of Art, Culture & Youth, Government of Bihar)
Nehru Path (Bailey Road), Patna-800001
Notice Inviting Short Tender.

NOTICE INVITING SHORT TENDER FOR Engagement of Fine Art Handling Agent for the Movement of Artifact from Bihar Museum to Astana, Kazakhstan and back for the exhibition.

Sealed short tenders are invited from reputed agencies under "single-bid" system - for Engagement of Fine Art Handling Agent for the Movement of Artifact from Bihar Museum to Astana, Kazakhstan and back for the exhibition. Detailed information of the Tender Document can be downloaded from the website <http://biharmuseum.org> / <http://prdbihar.gov.in/https://state.bihar.gov.in/yac>. The bidder has to submit non-refundable tender processing fee of Rs. 5,000/- (Rupees five thousand only) and Bid Security Fee of Rs. 1,000,00/- (Rupees one Lakh Only) through demand draft in favour of Bihar Museum Society, payable at Patna. Bid Security money will be returned to the all unsuccessful Agencies after 30 days of finalization of the tender. Tender Document complete in all respects in a sealed envelope is to be submitted by Speed Post/Registered Post/ by hand at the Office of the Director General, Bihar Museum, Bailey Road, Patna - 800001. The tenders received late/tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The Director General, Bihar Museum, Patna reserves the right to accept or reject any or all tenders without assigning any reason.

Important Dates for the selection process:

- (i) Last date for submission of Tender- 04/10//2024 up to 03.00 p.m.
- (ii) Date of opening Bid--04/10/2024 at 03.30 p.m.

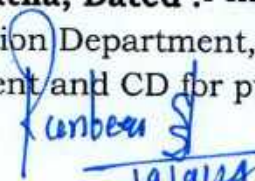
Memo No. - बि० सं०/

2021/88/ 2017 अ.म. 967

Patna, Dated :-

19.09.2024

Copy to - The Director, Information & Public Relation Department, Bihar with 08 (eight) additional copies of the advertisement and CD for publication in national dailies.


(Ranbeer Singh Rajput)
Additional Director Admin
Bihar Museum

Government of Bihar
Department of Art, culture & Youth
Bihar Museum Society, Patna
Bailey Road Patna, Patna-800001

Sub : Tender document with details specifications and terms & conditions for engagement of Fine Art Handling Agent for Engagement of Fine Art Handling Agent for the Movement of Artifact from Bihar Museum to Astana, Kazakhstan and back for the exhibition.

Introduction

Bihar museum run under the Department of Art, Culture and Youth, Govt. of Bihar. It would be an important contribution to the cultural landscape of Bihar and India. Bihar museum acknowledges the important role of Bihar in the evolution of the history and culture of the Indian subcontinent. The Bihar Museum, designed and constructed as per world-class standards, is intended to celebrate this glorious heritage and serve as a point of pride for all Biharis and indeed, all Indians. In present the cultural saga of Bihar and its contribution to the material culture of Indian subcontinent, the Bihar Museum has been conceptually planned to comprise 'History Gallery' and 'Art Gallery' along with 'Biharis Diaspora Gallery' etc. Museums have to strike a fine balance and reinvent themselves to maintain relevance. Museums are not only centre of education but infotainment.

Bihar Museum organizes special exhibition in collaboration/on loan art objects with Astana, Kazakhstan. The exhibits include paintings, photographs and sculpture, all are modern art etc., which are of varied weight and dimensions. Bihar Museum 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.

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 three 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.
7. The tenderer shall give the official mailing address, phone, fax number, email address to which all correspondence shall be made by the Office of The Director General, Bihar Museum, Patna. Also, if address changed the same shall have to be immediately intimated to the Office of Director General, Bihar Museum, Patna.
8. The incomplete or conditional tenders would not be accepted and are liable to be rejected.
9. Tender without Earnest Money Deposit will not be accepted and is liable to be rejected summarily.
10. Tenders not conforming to the requirements mentioned in the Tender Form will be rejected and no correspondence shall be entertained in this regard.
11. Should not be blacklisted/debarred/suspended/ banned by any Ministry/Department of State or Central Government/PSU on the last date of filing of responses to this tender.
12. 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 GST No., 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.
13. False information / documents provided for consideration would result in disqualification of the bidder.
14. List of the art work is attached on Annexure -C with size for your reference.
15. The Tenderer/Agency/Firm shall not sublet the work to other Tenderer/Agency/Firm after the award of the work.
16. The Office of The Director General, Bihar Museum, Patna will deduct Income Tax (TDS) at source under section 194-C of the Income Tax Act, 1961 as applicable from the Tenderer.
17. 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.
18. The Tenderer/Agency/Firm shall not sublet the work to other
19. The successful tenderer shall provide a non-judicial stamp paper of Rs. 1000/- for prepared a Rate Contract Agreement, who on acceptance of his tender by the Accepting Authority, shall within 10 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.

20. 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.
21. The Office of the Director General, Bihar Museum, Patna reserves 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 Bihar Museum, Patna will be final in this regard.
22. **Specific Terms & Conditions:** 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 with whom they have handled the Fine Art Objects both in India and abroad during the last 5 years.
Transportation :
23. The Agency must be ready to perform the jobs/service during day and night on all 7 days of the week, including Holidays.
24. The tenderer should have minimum 5 years of experience in fine art handling and should have an annual turnover of at least Rs. 5 Crores or above for the last 3 years.
25. The tenderer should preferably a member of National or International Association of Fine Art Handling & Transportation network.
26. Drawing & Disbursing Bihar Museum Society, Patna. 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.
27. **Security Deposit:** The tenderer/Tenderer shall deposit a security of Rs.5,00,000/- (Five Lakh only) by Pay Order/Bank Draft in favour of Drawing & Disbursing Bihar Museum Society, Patna 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 General, Bihar Museum Society, Patna. The Earnest Money can be adjusted against the security money. No interest shall be paid by the Bihar Museum on earnest money or security deposit.
28. **Contract Validity:** The contract shall be initially valid for only proposed exhibition.
29. **Opening of Financial Bids:** After completion of evaluation of technical part, Financial bid should be submitted in the prescribed format duly filled in as given at **Annexure-B** with signature and stamp by the Agency.

30. **Termination Clause:** The contract can be terminated with three months prior notice by the tenderer and one month's notice by the Bihar Museum. 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 Bihar Museum shall have the right to terminate the contract forthwith and engage another supplier/service provider to carry out the work/services.
31. **Arbitration:** Disputes, if any, shall be referred to the sole Arbitrator who may be appointed with the consent of the both parties in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Patna, Bihar. The award will be binding upon the parties. The Director General, Bihar Museum, Patna reserves the right to reject all or any tender without assigning any reason.
32. The Director General, Bihar Museum reserves the right to reject all or any tender without assigning any reason.
33. Any changes with respect to this tender will be notified through News Paper and the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in> only.
34. For any queries related to tender please e-mail to additional.director.admin@biharmuseum.orgm

Annexure – ‘A’
Government of Bihar
Department of Art, culture & Youth
Bihar Museum Society, Patna

(An Autonomous Organization under the Department of Art, Culture & Youth, Govt. of Bihar, Registered under Societies Registration Act, 21, 1860).

TECHNICAL BID

**FORMAT FOR TECHNICAL BID FOR ENGAGEMENT OF FINE ART
HANDLING AGENT IN THE BIHAR MUSEUM, PATNA**

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.	GST No.	
6.	Profile of the Firm :	Attach a separate sheet along with brochure
7.	Financial Status (Annual Turn Over)	Year Annual Turnover 2021- 2022: Rs. _____ 2022 - 2023 : Rs. _____ 2023- 2024 : Rs. _____ (Attach attested copies of balance sheets / IT returns for the last 3 years).
8.	Experience in handling Domestic / International Exhibitions during the last 5 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.	
9.	Affiliations and Membership of International / National Associations of Art Movers / Air travel associations and other related organization and ISO certifications, if any. (Attach testimonials)	
10.	Earnest Money	
11.	a) Demand Draft No. : b) Date : c) Drawn on : d) Rupees in figure & words :	Rs. _____ (Rupees _____ _____)

Place :

Date :

Signature : _____

Name & Address with Seal

Annexure – 'B'
Bihar Museum Society, Patna

(An Autonomous Organization under the Department of Art, Culture & Youth, Govt. of Bihar, Registered under Societies Registration Act, 21, 1860).

FINANCIAL BID
FORMAT FOR FINANCIAL BID FOR ENGAGEMENT OF FINE ART
HANDLING AGENT IN THE BIHAR MUSEUM SOCIETY, PATNA.

Sl no	Description of item	Rates including all aspect.	Remarks
1	Art handling, packing and transportation of 59 (45 paintings and 14 sculpture) number of contemporary artworks from Bihar Museum Patna to Astana, Kazakhstan and back for the exhibition. As per (annexure-C)		

- Quated rates are inclusive packing, unpacking, repacking, Installation, crates etc.
- Quoted rates are inclusive of GST, other taxes, costume charges, transportation, Labor, accessories etc. for all complete work.

Place :

Date :

Signature : _____

Name & Address with Seal

Annexure – 'C'
List of objects with detail

SL. No.	Details of Artwork (L x B x H) cm	Photographs
1	1. Title : Day and Night 2. Medium : Oil on Canvas 3. Measurement : 287 x 189 cm 4. Artist : Arpana Caur	
2	1. Title : Radha 2. Medium : Mixmedia on Canvas 3. Measurement : 105 x 136 cm 4. Artist : Suhas Ray	
3	1. Title: A local Vayedh (Medicine Man) 2. Medium: Mineral Pigments – Tempera on Canvas 3. Measurement: 173 x 173 cm 4. Artist Name: G. Sidharth	
4	1. Title: Tempered Branches 2. Medium: Acrylic on Tarpaulin 3. Measurement: 169 x 5 x 138 cm 4. Artist: G R Iranna	
5	1. Title Babu & Bibi 2. Medium: Tempera 3. Measurement: 64 x 5 x 85 cm 4. Artist: Lalu Prasad Shaw	

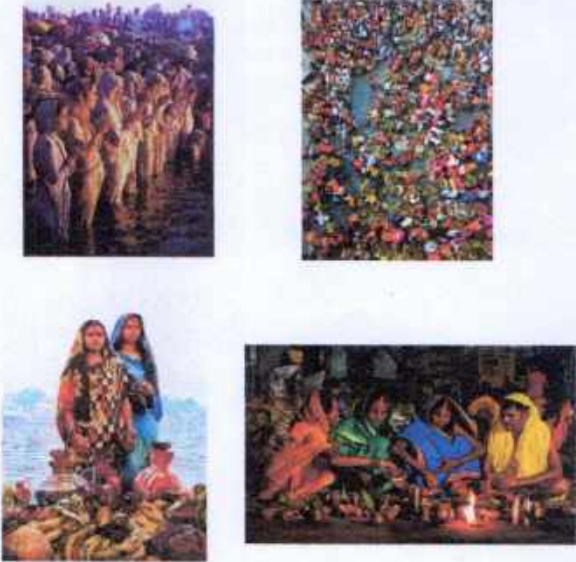
6	1. Title: Dialogues 2. Medium: Watercolour on Paper 3. Measurement: 79 x 99 cm 4. Artist: K.G. Subramaniam	
7	1. Title: Untitled 2. Medium: Watercolour on Paper 3. Measurement: 111 x 5 x 108 cm 4. Artist: Ganesh Haloi	
8	1. Title: Aadiyogi Shiv 2. Medium: natural sustainable khaddar fabric with organic indigo colour and dye. 3. Measurement: 275 x 79 cm 4. Artist: Sangeeta Gupta	
9	1. Title: Bari – The Place of Belonging 2. Medium: Acrylic on Canvas 3. Measurement: 147 x 94 cm 4. Artist: Tarshito	
10	1. Title: Fossilized Whispers 2. Medium: Clay, glazed 3. Measurement: 127 x 65 cm 4. Artist: Brahmedeo Pandit	

11	1. Title: Ganga Ghat 2. Medium: Fibre Glass and Colour 3. Measurement: 36 x 32 x 58 cm 4. Artist: Sachindranath Jha	
12	1. Title: Udaan (Her Wings to Take Flight) 2. Medium: Acrylic on Canvas 3. Measurement: 127 x 65 cm 4. Artist: Anil Bihari	
13	1. Title: Eak Noor Se sab Jag Upja ("From One Light, the Entire World Emerged") 2. Medium: Block Print 3. Measurement: 127 x 65 cm 4. Artist: Shyam Sharma	
14	1. Title: The Buddha – Tranquil Reflection 2. Medium: Charcoal on Paper 3. Measurement: 122 x 92 cm 4. Artist: Sanjay Kumar	

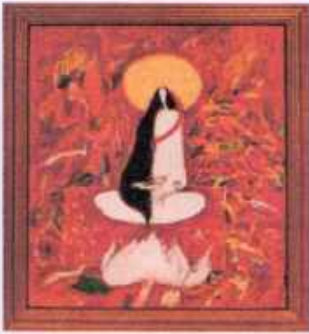
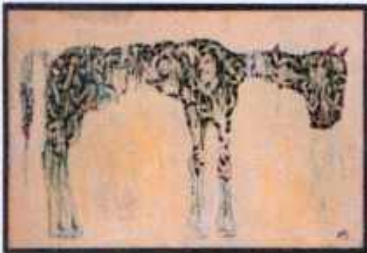
15	1. Title: "Harvest Guardians" 2. Medium: Mix - media (Acrylic, Clay) 3. Measurement: 92 x 77 cm 4. Artist: Alok Bhushan	
16	1. Title: Village Companions 2. Medium: Acrylic on Canvas 3. Measurement: 122 x 92 cm 4. Artist: Chandan Chaudhary	
17	1. Title: Celestial Symphony 2. Medium: Acrylic on Canvas 3. Measurement: 141 x 103 cm 4. Artist: Tribhuvan Deo	
18	1. Title: Floating Landscapes 2. Medium: Watercolour on Canvas 3. Measurement: 138 x 107 cm 4. Artist: Umendra Pratap Singh	
19	1. Title: Metamorphosis 2. Medium: Acrylic on Canvas 3. Measurement: 133 x 97 cm 4. Artist: Narendra Pal Singh	

20	1. Title: Alchemy of Words 2. Medium: Acrylic on Canvas 3. Measurement: 59 x 69 cm 4. Artist: Milan Das	
21	1. Title: Vat Savitri 2. Medium: Acrylic on Paper 3. Measurement: 93 x 72 cm 4. Artist: Dulari Devi	
22	1. Title: Festival 2. Medium: Acrylic on Canvas 3. Measurement: 122 x 122 cm 4. Artist: Chandra Bhushan Srivastava	
23	1. Title: Vat Savitri - The Monochrome Elegance 2. Medium: Acrylic on Paper 3. Measurement: 51 x 70 cm 4. Artist: Godavari Dutta	

24	1. Title: Matsya Avatar – The First Incarnation of Vishu (The Hindu God) 2. Medium: Acrylic on Paper 3. Measurement: 86 x 66 cm 4. Artist: Bau Devi	
25	1. Title: Krishna Leela 2. Medium: Acrylic on MDF 3. Measurement: 89 x 71 cm 4. Artist: Ashok Biswas	
26	1. Title: Pitrapaksh (Top Two); Pawapuri (Bottom Two) 2. Medium: Photograph printed in colour on archival paper 3. Measurement: 51 cm x 76 cm 4. Artist: Ranjit Kumar	
27	1. Title: "Pawapuri: The Sacred Abode of Jainism" 2. Medium: Photograph printed in colour on archival paper 3. Measurement: 51 x 76 cm 4. Photographer: Ranjit Kumar	

28	1. Title: "The Sacred Illumination of Bodhgaya Temple 2. Medium: Photograph printed in colour on archival paper 3. Measurement: 51 x 5 x 76 cm 4. Photographer: Bijoy Jain	
29	1. Title: Chhath Puja: A Devotion to the Sun God 2. Medium: Photograph printed in colour on archival paper 3. Measurement: 95 x 69 cm 4. Photographer: Shalendra Kumar	
30	1. Title: Sri Harmandir Shahib, Patna: A Beacon of Sikh Heritage 2. Medium: Photograph printed in colour on archival paper 3. Measurement: 76 x 5 x 114 cm 4. Photographer: Ganesh Khatriwal	
31	1. Title: Behold 2. Medium: Bronze 3. Measurement: H. 58.5 cm x 31 cm x 31 cm 4. Artist: Seema Kohli	

32	1. Title: "Nature Gods: The Sacred Bond between Nature and Human Worship" 2. Medium: Terracotta 3. Measurement: 4. Artist: Rajat Ghosh	
33	1. Title: Common Crowd 2. Medium: Acrylic on canvas 3. Measurement: 122 x 183 cm 4. Artist: Ranjeeta Kumari	
34	1. Title: Sanghamitra – The Bearer of Knowledge 2. Medium: Acrylic on canvas 3. Measurement: 122 x 92 cm 4. Artist: Bireswar Bhattacharya	
35	1. Title: Abstract Contemplation 2. Medium: Bronze 3. Measurement: 31 x 16 x 13 cm 4. Artist: Himmat Shah	

36	1. Title: Sharda – The Enlightened 2. Medium: Acrylic on Canvas 3. Measurement: 87 x 71.12 cm 4. Artist: Dhiraj Chowdhury	
37	1. Title: The Horse – Ethereal Steed 2. Medium: Mix Media on Canvas 3. Measurement: 96.52 x 127 cm 4. Artist: Jai Zharotia	
37	1. Title: Illuminating Thoughts 2. Medium: Etching 3. Measurement: 91.44 x 91.44 cm 4. Artist: Atin Basak	
39	1. Title: Moments of Everyday Life 2. Medium: Acrylic on canvas 3. Measurement: 91.44 x 91.44 cm 4. Artist: Obayya	

40	1. Title: Guardian of Ancient Wisdom 2. Medium: Mix medium on Canvas 3. Measurement: 121.92 x 91.44 cm 4. Artist: Rajat Ghosh	
41	1. Title: Fragmented Whispers 2. Medium: Mix Medium on Canvas 3. Measurement: 91.44 x 91.44 cm 4. Artist: Yusuf	
42	1. Title: Nature and Struggle 2. Medium: Acrylic on Canvas 3. Measurement: 76.5 x 76.5 cm 4. Artist: V. Nagdas	
43	1. Title: Unveiled Realities 2. Medium: Mixmedium on Canvas 3. Measurement: 91.44 x 60.96 cm 4. Artist: R. Srivastava	

44	1. Title: "Worship of the Setting Sun: Chhath Puja Celebration" 2. Medium: Acrylic on canvas 3. Measurement: 121.92 x 182.88 cm 4. Artist: Anandi Prasad Badal	
45	1. Title: Autumn 2. Medium: Acrylic on canvas 3. Measurement: 59 x 45 cm 4. Artist: Amritansh	
46	1. Title: Yakshi (Replica) 2. Medium: Fibre Glass 3. Measurement: 4. Artist: Rashmi Singh	

FORM OF AGREEMENT
(To be executed on Rs 1000 Stamp Papers)
AGREEMENT

This agreement is made on between Bihar Museum Society, Patna (Hereinafter called BMS, Patna which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from

1. Whereas BMS, PATNA has invited tender for providing Engagement of Fine Art Handling Agent for Engagement of Fine Art Handling Agent for the Movement of Artifact from Bihar Museum to Astana, Kazakhstan and back for the exhibition.
2. BMS, PATNA has approved the tender for the work at an amount as mentioned in the financial bid in separate works/assignment as and when required. The work is to be carried out as per the direction of the competent authority.

PAYMENT TERMS

- The payment to contractor shall be made as per actual and not exceed quoted price.
 - The Contractor shall raise bill by the ending of assigned project/work and satisfactory report by the client. The payment shall be made within Fifteen (15) days of submission of bill. Any disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, rest amount shall be released by due date.
 - Bill should be submitted to the Bihar Museum before 5.00 p.m. otherwise bill will 16(next working day), be deemed to be submitted on the next working day.
 - Payment from Bihar Museum shall be made by cheque, electronic fund transfer to the supplier's account by NEFT or RTGS for which contractor is expected to submit their complete bank details.
 - Payment will be as per assigned work/project basis and approved by the Director General, Bihar Museum and representative.
 - TDS and other taxes as applicable will be deducted from bill as per Govt. instructions from time to time.
3. The contract shall be for Engagement of Fine Art Handling Agent for the Movement of Artifact from Bihar Museum to Astana, Kazakhstan and back for the exhibition.
 4. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the insurance agency and contractor, as per situation, Director General, Bihar Museum will be sole authority for final decision.
 5. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the BMS, PATNA.
 6. The contractor has furnished a Performance Security of -----
----- in shape of Bank Guarantee ----- duly pledged and renewed up to -
----- in favour of BMS, PATNA, Patna which shall carry no interest.
 7. The Performance Security amount shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the contractor. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.

8. In case of any change of constitution of the Agency, the rights of Bihar Museum Society (Govt. of Bihar) should not suffer.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Director General, BMS, PATNA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceedings shall be at Patna.
10. The contractor will not sub-let the contract of these services to any other agency or individual(s).
11. The Contract amount of this work is as per the rate approved with services charges.
12. Contractor will ensure that all trained staff to be deploy for handling art work as per assigned work.
13. Contractor or his representative will remain in constant touch with concerned official of BMS, PATNA for better understanding and effective work.
14. Decision of BMS, PATNA in regard to interpretation of the Terms and Conditions and the Contract agreement shall be final and binding on the contractor.
15. That in case of any loss being suffered by BMS, PATNA or the violation of the terms and conditions of contract; the BMS, PATNA shall have right to deduct all claims against contractor for the security and BMS, PATNA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
16. That in case if the contractor withdraws from the contract within the period of contract, the BMS, PATNA shall forfeit the security amount without any refund.
17. **Termination:** The Contract may be terminated by giving one months' notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Any violation of instruction/agreement or suppression of facts.
 - d. Contractor being declared insolvent by competent court of law.
18. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by Director General, BMS, PATNA.

THIS WITNESS WHERE OF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

For BMS, PATNA, Patna

For (Agency)