## Government of Bihar Department of Art, Culture and Youth

The Directorate of Museum, Department of Art, Culture and Youth, Government of Bihar, invites e-Tenders under a two-bid system from reputed and eligible agencies for the "Selection of an Agency for Making Replicas of Selected Museum Artifacts." The detailed tender documents can be downloaded from <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> or <a href="https://state.bihar.gov.in/yac">https://state.bihar.gov.in/yac</a>.

# Key Dates and Details regarding tender:

Sl. No.	Information	Details	
1	Start Date of Tender	10/07/2025	
2	Pre-bid Conference	17/07/2025, 04:30 PM	
	Venue	3rd Floor, Room Number-329, Vikas Bhawan (New Secretariat), Nehru Path, Bailey Road, Patna – 800015	
3	Last Date for Bid Submission	04/08/2025, 04:00 PM	
4	Opening of Technical Bids	05/08/2025, 05:00 PM	
5	Opening of Financial Bids	08/08/2025, 05:00 PM	
6	Bid Submission Process	Online via e-Procurement Portal Only	

Interested and eligible agencies are encouraged to participate and contribute to bring Bihar's artistic and historical legacy closer to the public by creating authentic replicas of treasured artifacts:

Regional Deputy Director
Directorate of Museum
Department of Art, Culture and Youth

Government of Bihar



## Department of Art, Culture and Youth, Government of Bihar

## Under Directorate of Museum

Invite
Request for Proposal (RFP)
For Selection of Agency to Make Replicas of Selected Museum Artifacts

Through EPROC

Date: 09/07/2025

Art, Culture & Youth Department, Govt. of Bihar 3rd Floor, Vikas Bhawan, New Secretariat, Bailey Road, Patna-800015, Bihar (T):0612-2215353 (F):0612-2211619 (E Mail): secart-bih@nic.in

### 1. Background

The **Department of Art, Culture and Youth**, Government of Bihar, is entrusted with the mandate to preserve, promote, and propagate the rich heritage, traditions, and artistic legacy of Bihar. The Department functions through various directorates, academies, and cultural institutions, undertaking a wide range of activities including conservation of heritage, promotion of traditional and classical arts, literary development, youth empowerment, and museum administration.

One of the key verticals under the department is the **Directorate of Museum**, which oversees the functioning, development, and modernization of state-run museums across Bihar. The Directorate is responsible for safeguarding the state's invaluable archaeological, historical, ethnographic, and art collections, and for making them accessible to scholars, students, and the public.

The State of Bihar boasts a glorious cultural and historical legacy dating back to ancient times—being the cradle of Buddhism, Jainism, the Mauryan Empire, and world-renowned institutions like Nalanda and Vikramshila Universities. Museums under the Directorate house rare artifacts and antiquities that narrate this rich past—from the Mauryan polished sculptures and Gupta-era bronzes to medieval stone icons and terracotta pieces.

### 2. Objective and Purpose of the Replica-Making Project

In alignment with the Government of Bihar's vision to promote cultural literacy and public appreciation of its heritage, the Directorate of Museum is initiating a project to develop **museum-quality replicas** of selected **masterpieces from its collection**. These replicas will be displayed in key government establishments—such as Secretariat buildings and other public-facing government offices—to:

- Disseminate the historical and cultural legacy of Bihar to a wider audience.
- Create visual interest and awareness among officials, visitors, and youth.
- Prevent excessive movement or risk to original antiquities by using accurate replicas.
- Foster pride in Bihar's rich artistic and archaeological wealth.

The selected replicas will be made using scientifically approved methods such as 3D scanning, molding, or traditional modeling and sculpting—ensuring historical accuracy in proportions, style, and finish. The selected agency shall work under the technical supervision of museum experts and heritage conservators.

This initiative represents a key step toward **mainstreaming heritage in governance spaces**, and promoting the values of cultural continuity, public engagement, and respect for Bihar's enduring legacy.

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# 3. Instructions to the Tenderers/Bidders for E-Submission of Bids through the E-Procurement Portal

- i) The Directorate of Museum, Department of Art, Culture and Youth, Government of Bihar, invites E-Tenders in a Two-Bid System (Technical and Financial) from reputed, experienced, and eligible agencies for the "Selection of an Agency for Making Replicas of Selected Museum Artifacts". Tender documents can be downloaded from:
- eProcurement Portal: https://eproc2.bihar.gov.in
- Department Website: https://state.bihar.gov.in/yac
- ii) The tenderers/bidders are required to submit soft copies of their bids electronically through the eProcurement website using valid Class-III Digital Signature Certificates (DSC). Manual/offline submission of bids will not be accepted.
- iii) For any technical support related to e-submission or registration, bidders may contact the Help Desk at:

# iv) Help Desk (eProcurement Support):

Mjunction Services Limited

RJ Complex, 2nd Floor, Canara Bank Campus,

Khajpura, Ashiana Road, P.S. - Shastri Nagar,

Patna - 800014, Bihar

Email: eproc2support@bihar.gov.in

Toll Free: 1800 572 6571

Working Hours: 8:00 AM to 7:00 PM (All days except Sundays and selected state holidays)

### 4. Schedule of Bid Process

Sl. No	Information	Details
1.	Download of RFP Document	From eProcurement Portal: https://eproc2.bihar.gov.in
		Or from Department website: https://state.bihar.gov.in/yac
2.	Bid Submission Process	Through E-Proc Portal
3.	Start Date of Tender	10/07/2025
4.	Pre-bid Conference	17/07/2025, 04:30 PM
		Venue: 3rd Floor, Vikas Bhawan (New Secretariat),
_		Nehru Path, Bailey Road, Patna – 800015
5.	Last Date for Submission of Bids	04/08/2025, 04:00 PM
6.	Opening of Technical Bids	05/08/2025, 05:00 PM
7.	Opening of Financial Bids	08/08/2025, 05:00 PM
8.	E-Proc Bid Processing Charges	As per e-Proc Website
9.	Tender Document Fee	₹5,000/- (to be paid via e-Proc Portal)
10.	EMD (Earnest Money Deposit)	₹50, 000/- (to be paid via e-Proc Portal)

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The **Technical Bid and Financial Bid** must be submitted online within the stipulated time as per the above schedule. It is the sole responsibility of the bidders to ensure timely submission. No offline submission will be entertained under any circumstances.

The **Technical Bids** will be opened in the presence of designated officials at the Directorate of Museum, Department of Art, Culture and Youth, Government of Bihar, at **05:00 PM on 05/08/2025**, for evaluation. Only technically qualified agencies shall be invited for the opening of **Financial Bids** scheduled on **08/08/2025**, **05:00 PM**.

The **Directorate of Museum**, Department of Art, Culture and Youth, Government of Bihar, reserves the right to accept or reject any or all bids, fully or partially, without assigning any reason. Selection shall not be based solely on the lowest financial quote; equal weightage shall be given to the technical soundness, replica-making expertise, and methodological and artistic excellence of the bidder. Final selection will emphasize execution quality.

#### 5. RFP Document Fees

A non-refundable document fee of ₹5,000/- (or as per the prevailing rate mentioned on the e-Proc portal) shall be paid online only through the e-Procurement platform. Any proposal submitted without the requisite document fee or with inadequate payment shall be rejected outright and not considered for further evaluation.

### 6. Earnest Money Deposit (EMD)

- i. Bidders are required to submit an Earnest Money Deposit (EMD) of ₹50,000/- only, through the e-Procurement Portal.
- ii. Proposals submitted without the EMD will be summarily rejected.
- iii. The EMD shall be forfeited under the following conditions:
  - If the bidder withdraws its bid during the validity period.
  - If the successful bidder fails to sign the contract within the stipulated time period.
  - If the successful bidder fails to furnish the required **Performance Security** within the specified time.
  - If the bidder is found to have submitted false or misleading information.

#### 7. Tender Validity

The bid submitted by the participating agency shall remain valid for a minimum period of 180 days from the date of bid submission. Bids with a shorter validity period shall be considered non-responsive and will be rejected.

#### 8. Pre-Bid Queries

Interested bidders may submit queries related to the RFP document and process via email to the Department at <u>directorateofmuseum@gmail.com</u> by 17/07/2025, 6:00 PM in the format specified in **Annexure-II**. Queries submitted in any other format will not be entertained.

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Additionally, bidders may raise their queries in person during the **pre-bid meeting scheduled on 17/07/2025, 4:30 PM** at the Directorate of Museum, , Room number-329, Vikas Bhawan (3rd Floor), Patna. Clarifications and corrigenda (if any) shall be uploaded on the **e-Procurement portal** and the **Department's website** only. No further queries or requests for clarification shall be accepted after the pre-bid meeting.

### 09. Process of Proposal Submission

- a) Bidders must submit their proposals in two parts:
- Technical Proposal
- Financial Proposal
- b) The Financial Proposal must not be included in the Technical Proposal. Any violation of this may result in disqualification.
- c) All pages of the proposal must be sequentially numbered and should include a Table of Contents. Any incomplete documentation may lead to rejection.
- d) Both the Technical and Financial Proposals shall be submitted **online only** via the e-Procurement Portal. Financial quotes should be uploaded **only at the designated place** under the Financial Bid section. Inclusion of financial details in any other section (e.g., Terms & Conditions acceptance) will lead to rejection.
- e) No physical/offline submission of proposals will be accepted.

### 10. Preparation and Submission of Proposal

#### i. Proposal Preparation Costs

- All costs associated with the preparation and submission of the proposal, including attending pre-bid meetings, technical presentations, and any related correspondence, shall be borne solely by the bidder.
- The Directorate of Museum shall not be responsible or liable for any such costs, irrespective of the outcome of the bidding process.

#### ii. Language

• All documents must be submitted in **English**. If any supporting documents are in another language, a **certified English translation** must be provided. In case of any discrepancy, the English version shall prevail.

#### iii. Tender Opening

- Bids submitted online by the due date and time shall be opened by a designated committee.
- Representatives of bidders may be present at the time of bid opening and must carry valid **ID proof or an authority letter** from their organization.

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# 11. Tender Evaluation for Responsiveness

I. Initial Scrutiny: Bids shall be examined for the following:

- Submission in the prescribed format
- Completeness of documentation
- Presence of required declarations and certificates
- Adherence to bid validity
- Inclusion of required EMD and document fee

Bids not meeting these requirements will be treated as non-responsive and rejected.

#### **II. Detailed Evaluation**

Responsive bids will be evaluated by a technical committee as per the **evaluation criteria** specified in the RFP. The committee's decision will be **final and binding**.

### 14. Criteria for Evaluation

- i. Technical Evaluation- Bidders will be assessed on the basis of:
  - a) Relevant experience in replica making or museum exhibition work
  - b) Organizational strength and staffing
  - c) Past performance in similar assignments
  - d) Methodology and technical approach used for making replica
  - e) Proposed materials and finish quality

Bidders failing to meet the minimum technical qualification will be disqualified.

- ii. Disqualification- Proposals may be rejected if the bidder:
  - a) Provides false/misleading information
  - b) Is blacklisted or involved in fraudulent practices
  - c) Has not honored contractual obligations in previous projects

#### iii. Financial Evaluation

- a) Only technically qualified bidders shall be considered for Financial Evaluation.
- b) The Financial Proposals of disqualified bidders shall be returned unopened.
- c) Selection will be based on **Least Cost Selection (L1)** among technically qualified bidders, with considerations of quality and artistic fidelity.
- iv. Conditional Bids: Conditional proposals shall not be accepted and will be summarily rejected.
- v. **General Evaluation Elaboration:** An evaluation committee so constituted by the Client will evaluate the bids as per the following pattern:
  - a) Bids not in compliance with this RFP process will be rejected.

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b) In case of multiple numbers of bidders qualifying in the technical bid and scoring lowest quote or willing to work at the lowest quote, the same shall not be deemed/considered as mandatory for the client to empanel all such bidders. It shall be solely at the discretion of the client to allow for empanelment or not, or if empanelment is allowed to limit number of the bidders, at client's discretion, which shall be awarded empanelment.

c) The tenderer is expected to submit all documents along with general bid for General Evaluation, in case document is not provided or an invalid document is provided, then the same parameter shall not be considered for marking for the specific bidder. It is the Bidder's responsibility that all documents pertaining to every required parameter needs to be submitted and tagged/referenced to the

evaluation parameter.

d) The tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

## 15. Eligibility Criteria

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Sr.	Eligibility	Details	Verification
<b>No.</b> 1	Condition Legal Registration	(Proprietorship/Partnership/LLP/Company/Trust/Society) in India engaged in heritage conservation, art & craft production, museum exhibition design, or artifact/model	Copy of Registration Certificate / Certificate of Incorporation / Trade License
2	Experience in Replica Making / Museum Projects	replication.  The bidder must have successfully completed at least 2 similar assignments related to replica making / sculpting / museum exhibition fabrication for government museums, heritage institutions, or cultural organizations within the last 5 years.	Copy of Work Orders and Work Completion Certificates / Performance Certificates
		Each project must be of minimum contract value ₹10.00 lakh, and minimum contract duration of 3 months.	Certificate from a
3	Financial Turnover	The agency must have an average annual turnover of ₹30 lakh or more in the last 3 financial years (FY 2021-22, 2022-23, 2023-24), and must have a positive net worth in each of those years.	Chartered Accountant, and Audited Balance Sheets & P&L Statements for 3 financial years
4	Skilled Manpower	The bidder must have at least 10 full-time professionals or artisans engaged in replica making, sculpting, model making, or museum-related fabrication as on 31st May 2025.	Self-declaration on letterhead and HR affidavit / EPF Statement / List of artisans with designation and experience
5	PAN / GST Registration	The agency must have a valid PAN and be registered under GST.	registration certificate
6	Power of Attorney	A Power of Attorney authorizing the signatory to submit and sign the bid on behalf of the bidding organization must be provided.	Original Power of Attorney or Copy of Board Resolution



	aration	Central / State Government, 150, or any	Authorized Signatory
Inte	flict of rest laration	The bidder must declare that there is <b>no conflict of</b> interest with respect to this assignment given in the RFP	Declaration (as per Tech-6) signed by the Authorized Signatory

#### Note:

Any form of Consortium, Joint Venture, Sub-Contracting or Sub-Letting is strictly not permitted.

Bidders not meeting the eligibility criteria shall be considered non-responsive and

disqualified from further evaluation.

Bidder should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of the required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to read all the instructions, forms, terms and conditions and other important information as mentioned in the RFP document. The proposal must be complete in all respect, indexed. Each page should be numbered and signed by the authorised representatives

### 15. Scope of work

The selected agency shall be responsible for the design, fabrication, finishing, documentation, and delivery of accurate replicas of selected artifacts from museums under the Directorate of Museum, Department of Art, Culture and Youth, Government of Bihar. The replicas are intended for permanent display in prominent government buildings and public institutions to promote awareness and appreciation of Bihar's heritage.

# The detailed scope of work includes the following components:

1. Artifact Study & Technical Documentation- The agency shall begin the project by conducting an in-depth study of each selected artifact. This includes visiting the museums for direct observation, measurement, and documentation. Where permitted, the agency may carry out 3D scanning, high-resolution imaging, and detailed surface texture analysis to ensure that every aspect of the artifact is captured accurately. The agency shall prepare scaled technical drawings, reference renderings, and a proposed reproduction methodology for approval by the Directorate of Museum before initiating the fabrication process.

2. Replica Design & Material Selection- Based on the documentation and approved design plans, the agency must choose suitable materials that best replicate the original artifact in appearance and durability. Material selection may include fiberglass, high-grade resin, metallic composites, terracotta-like polymers, or other museum-grade materials. These materials should be long-lasting, non-toxic, and suitable for permanent indoor display. The replicas must closely mirror the original artifact's size, form, surface texture, and visual aesthetics, preserving historical accuracy and artistic integrity.

- 3. Fabrication & Finishing-The agency shall fabricate the replicas using methods appropriate to the selected materials and the intricacies of the original design. Techniques such as hand-sculpting, casting, 3D printing, or a hybrid of modern and traditional practices may be employed. The surface finish must include appropriate coloration, patination, and fine detailing to authentically match the original artifact. The finished replicas should be life-size and indistinguishable from the original in visual perception, subject to approval by museum experts.
  - 4. Mounting, Labeling, and Display Readiness-Each replica shall be accompanied by a suitable pedestal, support frame, or mounting solution for stable and aesthetic display. The agency must also provide bilingual (Hindi and English) museum-standard labels that include essential artifact information such as name, period, material, place of origin, and the source museum. The replicas should be delivered in a display-ready condition, with recommendations for optimal placement and lighting, ensuring that the installation environment enhances the visual impact and educational
  - Packaging, Transportation & Delivery-After quality checks and final approvals, the replicas must be securely packaged using climate-resilient and shockproof materials to ensure safe transit. The agency shall be responsible for the transportation and installation of the replicas at designated government locations as directed by the Directorate of Museum. Coordination with respective authorities for smooth delivery, placement, and onsite adjustments shall be part of the agency's
  - 6. Documentation & Reporting- The agency shall submit a comprehensive dossier for each artifact replica. This shall include the entire documentation process from study to final delivery — highresolution photographs, 3D visuals (if applicable), material and process details, review/approval records, and artifact-specific maintenance instructions. A final completion report summarizing the progress, challenges, and handover acceptance from the Directorate of Museum shall also be submitted in both hard and soft copies.
  - Compliance & Supervision-All activities must comply with the ethical standards and professional norms of museum-quality artifact reproduction. The agency must not alter, commercialize, or distort the form or meaning of any artifact. The entire execution will take place under the direct supervision of officials from the Directorate of Museum, who will conduct periodic reviews and technical inspections. The agency must incorporate any changes suggested during these reviews without claiming additional charges.
  - Timeline & Execution Plan- The total duration for the completion of all deliverables is expected to be between 90 to 120 days from the issuance of the work order. The agency must submit a detailed execution plan including timelines, resource allocation, and milestone deliverables. Timely execution is critical, and unjustified delays may attract penalties as per the contract terms, unless delay is due to force majeure conditions duly approved by the competent authority.

# 16. Commercial Bid Evaluation

- The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives (if they opt to be present and arrive timely on the
- Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies (other than GST) and shall be in percentage c. terms only.
- d. Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between words and figures, the amount in words will prevail".
- If there is no price quoted or lower or higher rate quoted that the specified limit, the bid shall be declared as disqualified. 9 | Page

# 17. Award Criteria

The Contract shall be awarded on basis of Lowest cost method. The contract shall be awarded to the qualified responsive tenderer who have quoted lowest rate and agreed upon terms and condition set in tender document. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer. In case of Same Lowest Financial Quotation of multiple bidders, L1 will be decided on the basis of lottery system.

# 18. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Client reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Client action.

# 19. Contract Finalization and Award

- a) The Client shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b) Performance Security: The selected bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the work order value on or before signing of the contract typically within 15 days from the notification of LOI, unless specified to the contrary. In case of future work orders, 5% of the work order value shall be additionally deposited with the client. The PBG shall be payable on the service charges payable during the contract period as specified in the work order. The PBG shall be claimed for a period of 6 months beyond the contract completion date.

# 20. Signing of Contract

After the Client notifies the successful bidder that its proposal has been accepted, the Client will enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Client and the successful bidder.

# 21. Failure to Agree with the Terms and Conditions of the RFP

- I. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- II. In such a case, the Client shall invoke the PBG of the most responsive bidder

A. Dispute Resolution:

The bids and any contract resulting there from shall be governed by and construed according to the applicable laws of Bihar State and Government of India.

ii. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this offer or in the discharge of any obligation arising under this offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the agreement) shall be resolved amicably between client and the agency's representative.

iii. In case of failure to resolve the disputes and differences amicably within 30 days of the

receipt of notice by the other party, then the same shall be resolved as follows:

**B. Conciliation:** All disputes or differences whatsoever arising between the parties out of or relating to the work allocated, effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The dispute shall be first referred to an independent adjudicating authority decided by Client for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.

- **C. Arbitration:** In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
  - All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
  - ii. The Arbitral award shall be final and binding on both the parties.
  - iii. Work under the contract shall be continued by the agency during the arbitration proceedings unless otherwise directed in writing by client or/and unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

### D. Fraud or Corrupt Practices:

a) The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Not with standing anything to the contrary contained in this RFP, or in LOA or the Agreement, Client may reject a bid, withdraw the LOA, blacklist/debar the bidder for a specific period from participating in the tenders of the government of Bihar or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security or such other compensation and damages payable to the client for, inter alia, time, cost and effort of the client, in regard to the RFP, including consideration and evaluation of such bidder's proposal and clients.

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- b) Without prejudice to the rights of client under clause above and the rights and remedies which client may have under the LOI or the Agreement or based on this RFP, if a Bidder, is found by client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the agreement, such bidder shall not be eligible to participate in any tender or RFP issued by client during a specific period from the date such bidder, is found by client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
  - ii. "Fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. "Coercive practice" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
  - iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

### E. Termination & Blacklisting:

The Client may terminate the Agreement and Blacklist/Debar the agency, in case of occurrence of any of the events specified below. In the event of such an occurrence, the client may give not less than 30 days' written notice of termination to the agency.

- a) If the agency is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b) If the agency becomes insolvent or goes into compulsory liquidation
- c) If the agency, in the judgement of Client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- d) If the agency submits to Client a false statement which has material effect on the rights, obligations, or interests of the Client.
- e) If the agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- f) If the agency fails to provide Quality services as envisaged under this Agreement.
- g) Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Call Centre.

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h) Failure of the agency mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.

i) Failure to abide by any lawful directions of the Client.

Note:- Blacklisting/Debarment of the agency can be a natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the client provided that before placing the agency in the blacklist, with or without the termination of the contract, the Client shall issue a show cause notice to be responded within 15 days of time to the agency.

#### F. Penalties:

The Client may impose a suitable penalty not exceeding 10% of bill value of the agency of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the agency. This penalty shall be separate from any deduction made on account of non-payables on account of incomplete services delivery.

G. Termination Payments:

These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, the client may encash the performance security/bank guarantee etc.

#### H. Foreclosure with Mutual consent:

a) Without prejudices to any provisions of this agreement, Client and the agency may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.

b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.

c) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties form discharging their contractual obligations

under this Agreement.

d) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Agency and shall not affect the Agency in any way if it wishes to bid in future projects of the Client.

#### I. Transition and Exit Plan:

The agency shall ensure that the transition is smooth in case the contract is complete, terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Client reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further:

a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

b) The transition plan along with the period shall be mutually agreed between agency and the Client when the situation occurs. Agency shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

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#### J. Payment Terms:

- a) Payment to the firm/agency shall be made after completion of work through account payee cheque/NEFT/RTGS/CFMS
- b) The Invoice to be submitted by the selected agency needs to provide as supporting against work assigned.

# K. Documents/Formats for Submission along with Technical proposal and Financial proposal:

• Annexure - Checklist of Documents to be Uploaded with Bid

Sl. No.	Document Description	Annexure / Form Reference	
1	Summary Table of Replica Artifacts	Annexure-A	
2	Filled-in Bid Submission Checklist in Original Annexure-I		
3	Pre-bid Queries (in prescribed format)	Annexure-II	
4	Covering Letter on Bidder's Letterhead requesting participation in selection process		
5	Copy of Certificate of Incorporation / Registration	Registration Certificate	
6	Copy of PAN Card	PAN Copy	
7	Copy of GSTIN (Goods and Services Tax Identification Number)	GSTIN copy	
8	Copies of Income Tax Returns for the last three Financial Years (FY 2021–22, 2022–23, 2023–24)	Audited financial report of past three financial year	
9	General Details of the Bidder	Tech-II	
10	Financial Details of the Bidder with Supporting Documents	Tech-III	
11	Power of Attorney / Board Resolution	Tech-IV	
12	List of Completed Assignments of Similar Nature with Work Orders / Completion Certificates	Tech-V	
13	Self-Declaration Regarding Conflict of Interest	Tech-VI	
14	Self-Declaration Regarding Non-Blacklisting	Tech-VII	
15	Details of Key Professionals to be Engaged	Tech-VIII	
16	Financial Proposal	Annexure-III / Fin-I and Fin-I	



Sl. No.	Sculpture Image	Name of Artifact	Size / Dimensions (cm)	Proposed Replica Material	Quantity
1		Didarganj Yakshi	45x158x45	Fiberglass and resin and finished with various colors and textures	01
2		Maitreyaye (Pala Period)	84x110x43	Fiberglass and resin and finished with	01
				various colors and textures	
3		Dancing Ganesha (Pala Period)	35x64x13	Fiberglass and resin and finished with various colors and textures	,

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U		\$ c*			
4	Policiological de la cologica del cologica de la cologica de la cologica del cologica de la cologica del cologica de la cologica de la cologica del cologica de	Lady with Parrot	50x81x38	Fiberglass and resin and finished with various colors and textures	01
5		Tara (Pala Period)	83x154x37	Fiberglass and resin and finished with various colors and textures	01
6		Dashvatar Vishnu	61x122x22	Fiberglass and resin and finished with various colors and textures	01

$\cup$				
7	Lion Capital (Maurya Period)	40x39x48	Fiberglass and resin and finished with various colors and textures	01
8	Uma Maheshvara (Medieval Period)	61x122x22	Fiberglass and resin and finished with various colors and textures	01
9	Buddha (Pala Period)	113x147x60	Fiberglass and resin and finished with various colors and textures	01

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<u> </u>	Ć4			
10	Buddha (Kushan Period)	38x66x27	Fiberglass and resin and finished with various colors and textures	01
11	Shalbhanjika (Shunga Period)	47x132x37	Fiberglass and resin and finished with various colors and textures	01
12	Gargoyle (Pala Period)	132x54x57	Fiberglass and resin and finished with various colors and textures	01

Note: The department reserve the right to increase or decrease the quantity of each replica based on the requirements. The rate remains same for each including its preparation, transportation, installation with content briefing about the replica display board

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# Annexure I: Bid Submission check list in original

Sr. No.	Description	Submitted (Yes/No)	Page No.
	Technical Proposal (Original Proposal Control Proposal Proposal	inal)	
1	Filled in Bid Submission Check List (Annexure- I)		
2	Covering Letter (Tech- I)		
3	Bid Processing Fee as per E-PROC website (receipt of payment)		
4	Copy of PAN		-
5	EMD of Rs. 50,000/- via E-PROC (receipt of payment)		
6	Copy of Certificate of Incorporation/Registration of the Bidder		
7	Copy of PAN		
8	Copy of Goods and Services Tax Identification Number (GSTIN)		
9	Copies of IT Returns for the last 3 FYs (2021-2022, 2022-2023, 2023-2024)		
10	General Details of the Bidder (Tech-II)		
11	Financial details of the bidder (Tech- III) along with supportive documents (Profit & Loss Statement, etc.)		
12	Power of Attorney (Tech- IV) in favour of the person signing the bid on behalf of the bidder		
13	List of completed assignments of similar nature (Past Experience Details) (Tech-V)		
14	Self-Declaration on Potential Conflict of Interest (Tech- VI)		
15	Self-Declaration for Blacklisting (Tech- VII)		
16	List of Key Professionals (Tech- VIII)		
	Financial Proposal (Origin	nal)	
1	Covering Letter (Fin- I)		
2	Summary of Financial Proposal (Fin- II)		
Unde	ertaking		

- All information has been submitted as per the prescribed format and procedure.
- Each file are properly named and separately attached to E-PROC, pages are numbered as mentioned in this sheet.
- All pages are sealed and signed by the authorized representative.

### **Authorized Signatory**

Name and Designation with Date & Seal

## **Pre-Bid Queries Format**

Sr. No.	Section/ Point Page Number	Content of RFP Requiring Clarification	Change/Clarification Requested	Remarks
1		[Provide the exact content from the RFP for which clarification is needed]	[Clearly state the specific change or clarification requested]	[Optional remarks or additional
2				context]
3				

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### Tech-I: Cover Letter (On Bidder's Letter Head)

Ref No.

Date:

To,

The Director,
Directorate of Museum,
Art, Culture and Youth Department
Vikas Bhawan, New Secretariat,
Patna - 800014

Dear Sir/Mam,

We the undersigned, offer to provide the services for [insert title of assignment] in accordance with your request for proposal dated [insert date]. We are hereby submitting our proposal, which includes this technical proposal and a financial proposal and requisite bid security and bid document fees.

We hereby declare that all the information and statements made in this proposal are true and except that any misinterpretation contained in it may lead to our disqualification.

We fully understand and agree to comply that on verification if any of the information provided here is found to be misleading the selection process. We are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate. Our proposal is binding upon us and subject to modifications resulting from contract negotiations.

We understand you are not bound to accept any proposal you receive.

We remain, Yours Sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name

Designation

Date

Seal

**Business Address** 

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# Tech- II: General details of the bidder

<u>Sr</u>	<u>Particulars</u>	Page No.	Details /Attached (Yes/No)
1.	Nome of Dilli		<u>(168/110)</u>
1.	Name of Bidding Agency		
2.	Year of Incorporation		
3.	Type of Company /Firm/LLP registered in India		
4.	Name of the Director of the Company /Firm/LLP registered in India		9
5.	Registered Address of the Bidding Agency		
6.	Patna Office Address(if any), if not undertaking by the company for opening of the local office in Patna within a month from the date of receiving work order		
7.	Office E-Mail Address and Phone Number		
8.	EPF & ESI Registration Number		
9.	Valid GST no.		
10.	Permanent Account Number (PAN)		
11.	Name & Designation of the contact person to whom all references shall be made regarding this tender		
12.	Contact person E-Mail and Phone Number		
13.	Are you presently debarred / blacklisted by any Government Department / PSU / any other State/Central Government entity		
14.	Total Number of successfully completed similar assignments		
15.	Willing to carry out assignment as per scope of work of the RFP		
16	Willing to accept all the terms and conditions as specified in the RFP		

Yours Sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name : Designation : Date : Seal : Business Address :

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Tech-3

# Tech-III: Financial Turnover Details of the Bidder

# ON THE LETTERHEAD OF THE STATUTORY AUDITOR OF THE AGENCY

# TO WHOMSOEVER IT MAY CONCERN

We,	M/s[Auditor Firm Name	], are currentl		auditors of M/s Name]. Based on the
review	of Financial Statements		tify that relevant	
SERIAL No.	FINANCIAL YEAR	TOTAL TURNOVER AS PER AUDITED FINANCIAL STATEMENTS (IN RS. LAKHS)	RELEVANT TURNOVER [sculpture replica making] (IN Rs. LAKHS)	STATUS OF NET WORTH (POSITIVE/NEGATIVE)
1	2023-2024	(2.230.2.111.0)		
2	2022-2023	251 0		* *
3	2021-2022		a a	
TOTAL (In Rs. L	TURNOVER IN 3 YEARS AKHS)		2	N.
	GE ANNUAL TURNOVER IN 3 (In Rs. Lakhs)	44		

Signature and seal of the company Auditor with date in original

Authorised Signatory (in full initials, date and seal):

Communication Address of the Bidders:

Bidders should submit the required supporting documents as mentioned above in E-PROC. Non submission of any required documents as listed above and RFP clause will lead to rejection of the bid

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### Tech-IV: Format for power of Attorney

(On Bidder's Letterhead)

This Power of Attorney is executed by (**Designation**) of (**Name of the Organization**) in witness whereof it is certified that **Name of person>** is authorized to execute the attorney on behalf of **Name of Organization>**.

Under the authority conferred by the Notification/Authority Order No. <Reference number>dated <date of reference>, the <Designation of the person of the company acting for and on behalf of the company> has signed this Power of Attorney at place> on this <day> of <month>, <year>.

The signatures of <Name of person>, in whose favour the authority is being made under this Power of Attorney, are hereby certified below.

## Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

#### **CERTIFIED:**

Signature, Name & Designation of the person executing the attorney:

#### Address of the Bidder:

**Note:** A board resolution confirming the authority of the signatory to submit the proposals could also be provided as a substitute for the Power of Attorney.

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Tech-V

# Tech-V: List of Complete Assignment/Past Experiences

Assignment Name					
Country	12.5			- X	
Name of Client					
Address					
Start Date [month/year]			1		
Completion Date [month/year]	-54				
<b>Duration of Assignment (months)</b>					
Number of replica made (details				-	
with name, image, material and					
dimension)	6				
Professional Staff engaged in the	-46				
work/assignment					
Narrative description of the project		2		0	
Description of actual services	.,,				 
provided by your company within					
the assignment	۵				
Total Assignment Value (In INR)	-				
Total Fees received (In INR)	- We				
Name of the Senior staff involved					
and corresponding positions					

Please attach copy of Work Order, and Certificate from Client as a proof for the assignment. Use separate sheet for each assignment

Yours Sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name

Designation

Date

Seal

**Business Address** 

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# **Tech-VI: Conflict of Interest and Activities**

(On Bidder's Letterhead)

Are there any activities carried out by your agency which are of a conflicting nature as mentioned in Fraud or Corrupt Practices and Termination & Blacklisting

If **Yes**, please furnish details of such activities below: (Provide details if applicable)

If No, please certify as follows:

(On Bidder's Letterhead)

I hereby declare that our agency is not indulged in any activities that can be termed as conflicting activities as mentioned in RFP

I also acknowledge that in case of misrepresentation of any of the information, our proposal/contract shall be rejected/terminated by the Client, and such action shall be binding on us.

**Authorized Signatory:** 

[In Full Initials with Date and Seal]

Address of the Bidder:

#### Note:

Bidders must submit the required supporting documents as mentioned above. Non-submission of the required documents will lead to the rejection of the bid.

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# Tech-VII: Self-Declaration on Non-Black-Listing

(On the Letterhead of the Bidder)

Date :						
<b>T</b>						
To,						
The Direct	tor,					
Directorate	e of Museum,					
Art, Cultur	re and Youth De	epartment				
Vikas Bha	wan, New Secre	etariat,				
Patna - 80	0014					
Subject: E-Tender	r for (write title o	of the tender) Te	ender Notice N	No.:Tei	nder No:	
3						
Sir/Madam,						
In response to ter unblemished rec indefinitely or fo Undertakings, And We further declar ineligible for any Client, Public Commercial Org	ord and is not or a particular putonomous Boure that present reason other to Sector Under anizations.	declared ine- deriod of time dies, Academatly our firm is han corrupt & takings, Aut	ligible for co by any Centr ic Institution also not bla fraudulent p onomous B	orrupt & fra ral/ State Go as and Comm acklisted/ de oractices by odies, Aca	audulent provided and control of the	actices either Public Sector ganizations. not declared 1/ State Govt. titutions and
be taken, my/ ou extent accepted n	ir performance	security may	be forfeited	l in full and	the tender	if any to the
Yours Sincerely,						
(Signature of the A	Authorized signa	atory of the Bid	lding Organiz	ation)		
Name	•					
Designation	:					
Date						
Seal						
Business Address	:					

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# Tech-VIII: Format for List of Key Professionals Proposed for the Assignment

[To be submitted on the Letterhead of the Bidder and signed by the Authorized Signatory]

Sl. N o.	Name of the Professio nal	Designat ion / Role in Project	Relevant Qualifica tion	Years of Relevan t Experie nce	Area of Expert ise	Brief Description of Work Done (Replica/Mus eum	Employment Type (Full- Time/Contrac tual)
1						Projects)	
2							
3							
4				5-4			
5							

Annexure-III

## Fin I: Financial Proposal Submission Form

(On the Letterhead of the Bidder)

Date:

To,

The Director,
Directorate of Museum,
Art, Culture and Youth Department
Vikas Bhawan, New Secretariat,
Patna - 800014

Dear Sir/Mam,

We the undersigned offer to provide the assignment for the [insert title of the assignment] in accordance with your request for proposal, dated [insert date] and our technical proposal. Our attached Financial Proposal is [Insert value of total cost of assignment]. Financial bid price is exclusive of GST only. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial to pursue share result in rejection of our financial proposal.

Our financial proposal shall we binding upon us, subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., 180 days.

We understand that you are not bound to accept any proposal you receive.

Yours Sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name

.

Designation

Date

.

Seal

.

Business Address

29 | Page

dy

# Fin II: Summary of Financial Proposal

# A. Item-wise Financial Quotation

Sl. No.	Name of Artifact	Quantity	Total Cost (Incl. Fabrication, Installation, Signage, Transport) (INR)
1	Didarganj Yakshi	1	₹
2	Maitreyaye (Pala Period)	1	₹
3	Dancing Ganesha (Pala Period)	1	₹
4	Lady with Parrot	1	₹
5	Tara (Pala Period)	2	₹
6	Dashvatar Vishnu	1	₹
7	Lion Capital (Maurya Period)	1	₹
8	Uma Maheshvara (Medieval Period)	1	₹
9	Buddha (Pala Period)	1	₹
10	Buddha (Kushan Period)	1	₹
11	Shalbhanjika (Shunga Period)	1	₹
12	Gargoyle (Pala Period)	1	₹

### **B.** Cost Summary

Total Page Control of the Control of	Amount (INR)
Total Base Cost (Sum of all artifacts)	₹
GST @ 18%	₹
Grand Total (Inclusive of GST)	₹

#### **Terms & Conditions**

- Quoted cost is inclusive of all components: replica fabrication, surface finishing, installation at designated sites, signage/labeling in Hindi and English, secure packaging, and transportation.
- 2. Prices are firm and final, valid for 180 days from the bid submission date.
- 3. All taxes, levies, and statutory charges including GST are included in the quoted price.

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4. The agency will ensure safe delivery, secure installation, and display readiness of each replica.

5. All work will conform to the scope defined in the RFP and be subject to inspection by the Directorate of Museum.

6. No conditional bids shall be accepted. No hidden charges will be entertained.

Name .

Designation :

Date :

Seal :

Business Address

Dly.