

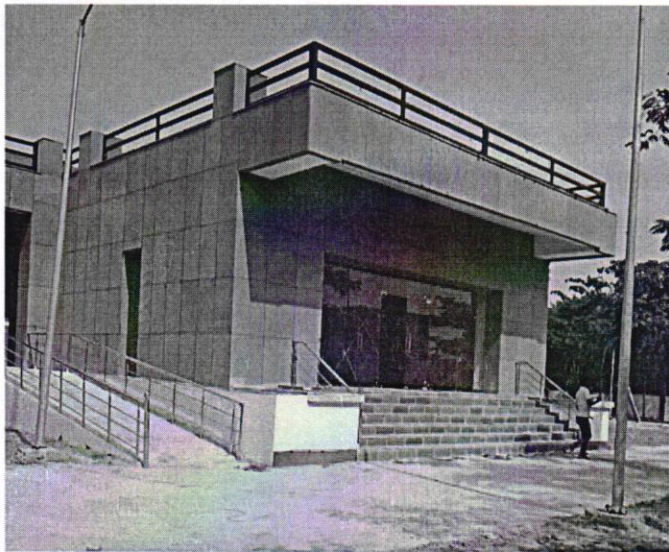


**Department of Art, Culture and Youth,
Government of Bihar**

**Under
Directorate of Archaeology**

**Invite
Request for Proposal (RFP)**

**For Selection of an Agency for
Landscaping and Horticulture Development work at
Telhada Site Museum and Telhada Site Excavation Area, Nalanda**



Through EPROC

Date: 24/06/2025

Art, Culture & Youth Department, Govt. of Bihar
3rd Floor, Vikas Bhawan, New Secretariat,
Bailey Road, Patna-800015, Bihar (T):0612-2215353 (F):0612-2211619
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RFP DOCUMENT

1. Introduction

1.1. Background and Context

The Department of Art, Culture and Youth, Government of Bihar, through its Directorate of Archaeology, has been at the forefront of conserving, protecting, and promoting the rich cultural and archaeological heritage of the state. Bihar, known for its ancient historical significance, is home to several important archaeological sites that trace back to early civilizations, religious movements, and scholastic traditions.

Among these, **Telhada**, located in the Nalanda district, holds immense archaeological and historical importance. The site has yielded significant findings through systematic excavations that highlight its role in ancient trade, cultural exchanges, and possibly as a centre of religious and educational activities. In recognition of its value, the **Telhada Site Museum** has been developed to preserve and display the artefacts unearthed from this site, aiming to enhance public understanding and scholarly research.

To further augment the aesthetic appeal, visitor experience, and environmental quality of the museum premises and the adjoining excavation area, the Directorate of Archaeology intends to undertake **landscaping and horticultural development work** at Telhada. This initiative aims to create a well-curated and ecologically sensitive landscape that aligns with the historical character of the site, supports preservation efforts, and provides a serene and educational environment for visitors and researchers alike.

Accordingly, the Department invites proposals from experienced and technically sound agencies with proven expertise in landscaping, horticulture, and site-sensitive development work in heritage or archaeological zones. The selected agency will be entrusted with the planning, design, execution, and maintenance of landscape and horticultural features across the **Telhada Site Museum campus and the designated Excavation Area**.

- 1.2 This RFP outlines the scope of work, qualification criteria, deliverables, timelines, and other contractual obligations necessary for the successful execution of the proposed development
- 1.3 All Proposals submitted in response to the RFP document must be accompanied by an EMD of amount specified in this RFP, paid through e-Payment mode (i.e. NEFT / RTGS, Net-Banking, Credit / Debit Card) via e-Proc2 Portal. Bids submitted without adequate EMD will be liable for rejection.
- 1.4 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2. Important Dates and Information

S. No.	Information	Details
1.	RFP No. and Date of Availability	Tender No: Telhada/DACY/Directorate of Archaeology/2025/....., Available for download from 24 th June 2025
2.	Date of Pre-Bid Conference	04th July 2025, 04:00 PM, Address: Art, Culture and Youth Department, Room No. 329, Directorate of Archaeology, 3rd Floor, Vikas Bhawan (New Secretariat) Nehru Path, Bailey Road, Patna – 800015
3.	Last Date for Submission of Written Queries for Clarifications	04th July 2025, 05:00 PM,
4.	Release of Response to Clarifications	08th July 2025, 5:00 PM
5.	Last Date of Submission of Bid	15th July 2025, 4:00 PM
6.	Opening of Technical Bids	16th July 2025, 5:00 PM
7.	Opening of Financial Bids	To be intimated
8.	EMD (Earnest Money Deposit)	₹ 1,00,000/-(One Lakh Only)
9.	Tender document fee (non-refundable)	₹ 5,000/-(Five Thousand Only)
10.	Tender processing fee (non-refundable)	As per E-Proc Website
11.	E-Proc Support Details	Email Id: eproc2support@bihar.gov.in Toll Free - 1800 572 6571, Help Desk Address: Mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays)

3. Scope of Work

The selected agency shall be responsible for the comprehensive maintenance, landscaping, and horticulture development of the Telhada Site Museum campus and the adjoining Excavation Area, under the Directorate of Archaeology, Department of Art, Culture and Youth, Government of Bihar. The scope of work includes, but is not limited to, the following:

- 3.1 Duration of Work:** The agency will provide maintenance services for an initial period of **two (2) years**, which may be extended further based on satisfactory performance and mutual agreement.
- 3.2 Planning and Execution:** The bidder will develop a detail site plan for landscaping and horticulture development of Telhada Site Museum and Excavated Telhada Sites considering the esthetic value of the site and ensure plantation of horticulture herbs, shrubs and trees in the site based on species prevalent in those areas. The plan will be prepared in coordination with the department and implement it under department supervision.
- 3.3 Garden and Landscape Maintenance:** Daily upkeep and maintenance of lawns, ground covers, shrubs, hedges, flower beds, and trees within the museum and excavation area. Activities to include watering (using hosepipe from the nearest point), weeding, mowing, manuring, pesticide/fungicide application (at regular intervals), pruning, thinning, trimming, designer hedge cutting, and replacement of dead or damaged plants.
- 3.4 Special Maintenance Areas:** The agency shall also be responsible for the horticultural upkeep and maintenance of the plants located at museum as well as excavation areas of Telhada, Nalanda, as part of the project mandate.
- 3.5 Beautification Initiatives:** The agency shall share monthly proposals and initiatives for the beautification and enhancement of the museum and excavation site through horticultural improvements and innovation.
- 3.6 On-Site Representation:** The agency must ensure that at least two authorized representatives is present at the site at all times to receive instructions from departmental officials and oversee the quality and progress of the work.
- 3.7 Skilled Manpower Deployment:** The agency shall deploy a minimum of 10 gardeners (semi-skilled/unskilled), divided into morning and evening shifts (approx. 8 hours each), to ensure round-the-clock maintenance. All workers must be adequately skilled and trained in horticulture tasks as outlined in this scope.
- 3.8 Cleanliness and Leaf Collection:** Daily sweeping and removal of dried leaves and garden debris from the lawn and surrounding areas, particularly those shed by standing trees.
- 3.9 Worker Management and Conduct:** The agency must provide its workers with proper uniforms and identity cards (with photographs). All personnel must maintain cleanliness and discipline while on duty. The agency shall take full responsibility for the behavior, conduct, and performance of its staff. The Department reserves the right to seek the replacement of any worker found unsuitable, incompetent, or misbehaving.
- 3.10 Substitution Policy:** In case of absenteeism or exit of any deployed worker, the agency must arrange a suitable substitute within 3 working days, failing which penalties may be levied.
- 3.11 Safety and Liability:** The agency will be entirely responsible for any accidents, injuries, or mishaps involving its personnel while on duty. The Department shall bear no liability in such cases.
- 3.12 Compliance with Statutory Provisions:** The agency shall ensure strict compliance with all applicable statutory provisions including Minimum Wages Act, Provident Fund (PF), Employees' State Insurance (ESI), GST, Maternity Leave Benefits, etc. The minimum age of the employed staff shall be 18 years and above.
- 3.13 Extended Working Hours:** The deployed personnel may be required to attend duties on holidays or beyond regular working hours as per site requirements. No additional remuneration shall be provided for such duties.
- 3.14 Pre-Deployment Documentation:** Before the commencement of work, the selected agency shall submit the following documents to the Department in respect of each individual to be deployed at the site:
- List of persons proposed for deployment
 - Biodata of each individual
 - Attested copies of certificates/documents showing age, educational qualifications, and work experience

- Certificate of police verification of antecedents issued by the local Police Authority
- Identity card bearing a photograph of the individual
- Copy of the **Aadhar Card** (Aadhar number) of each individual

3.15 Transportation, Food, and Medical Requirements: The **transportation, food, medical expenses**, and any other **statutory obligations** in respect of each personnel deployed at the site shall be **entirely borne by the bidder**.

3.16 Grievance Redressal: The **bidder shall be solely responsible** for addressing and resolving any **grievances or disputes** arising in connection with the personnel deployed by them.

3.17 Compliance with Labour Laws: The bidder must ensure that **all personnel deployed are paid at least the minimum wages** and are granted all statutory benefits as per the **Labour Laws Act** and any other laws in force. The agency shall be responsible for **ensuring full compliance** with these legal obligations.

3.18 Restrictions on Arbitrary Transfers: The bidder shall **not arbitrarily transfer or shift** any employee from their designated duties without prior **written consultation with DACY (Directorate of Archaeology) authorities**. Additionally, the agency must ensure that the **antecedents of all staff are verified** by the local police authorities.

3.19 Provision of Grass: The selected agency shall be responsible for providing **grass (as required)** during the maintenance period. The **cost will be reimbursed** by Directorate of Archaeology upon submission of **valid invoices** and mutual agreement.

3.20 Pest- and Disease-Free Landscape: The selected agency shall ensure that the entire **landscaped area remains neat and free from pests and plant diseases**, by deploying **adequate manpower and necessary interventions**.

3.21 Plant Watering Practices: The agency shall water all plants based on the **season, weather conditions, and growth stage** of the plants. Newly planted materials must be properly watered **before and after planting** to maintain **optimal soil moisture** throughout the contract period.

3.22 Weed Removal: The bidder must ensure **complete weed removal**, including roots, and **dispose of weeds away from planted areas**. In seasons requiring frequent weeding, the agency shall continue this activity diligently **until the trees mature** and no longer require regular weeding.

3.23 Manuring and Mulching:

- Only **well-decayed and fully decomposed organic manures** shall be used.
- Manuring must be done in **small doses every three months**.
- **Raw manure must not directly touch** any plant.
- Approved organic **mulches** shall be applied in **50 mm layers** over shrub and ground cover areas.
- Initial mulching must be completed **within 2 days** of planting.
- Re-mulching shall be done **every three months** during the maintenance period.

3.24 Chemical Use and Safety: The agency shall ensure that chemicals (fertilizers, pesticides, etc.) are stored and applied **strictly as per the manufacturer's instructions and comply with guidelines from the Fertilizer & Pest Control Board, Government of India**.

3.25 Tools and Equipment: The selected agency shall arrange its own **tools and equipment** required for work, including:

- Hose pipes, lawn mowers (petrol/diesel/kerosene operated)
- Garden shears, secateurs
- Sprayers, dusters, weeding hooks
- Brooms, buckets, etc.

DACY(Directorate of Archaeology) will not provide any tools or equipment unless explicitly specified.

3.26 Contract Period and Termination

- The **contract period shall be two (2) years** from the date of issuance of the **Letter of Intent (LoI)**.
- **Department reserves the right to terminate the contract** with a **one-month prior notice** without assigning any reason.
- During the notice period, the agency must **continue operations** without disruption and ensure **complete withdrawal of personnel and equipment** at the end of the contract to avoid any hindrance to the Department

3.27 List of Gardening Tools and Equipment (Per 10 Personnel): The selected agency shall ensure the availability and supply of the following **tools and equipment per 10 personnel** deployed for horticulture and garden maintenance work at proposed locations:

S. No.	Item Description	Quantity (Per 10 Personnel)
1.	Roller Grass-Cutting Machine	2 Units
2.	Hand-Cutting Machine	2 Units
3.	Hose Pipe (Standard Length)	10 Units
4.	Plastic Tub	10 Units
5.	Khurpi	10 Units
6.	Hasua (Sickle)	5 Units
7.	Gayta (Hoe)	5 Units
8.	Chapad (Spade)	5 Units
9.	Rama (Pickaxe)	5 Units
10.	Gardening Sprayer Jar – 5 Litres	5 Units
11.	Gardening Sprayer Jar – 2 Litres	5 Units
12.	Trolley	5 Units
13.	Lawn Roller – Big Size	1 Unit

Note: The agency shall ensure that all equipment provided is in good working condition and shall replace or repair faulty tools promptly to ensure uninterrupted maintenance services.

4. Penalty Clause

S. No.	Description	Penalty
1.	In the event of contract personnel being on leave or absent, the contractor shall ensure suitable alternative arrangements to make up for such absence.	Failure to provide alternative staff immediately shall attract a penalty of 2 days' salary per staff who is found missing/absent from duty till the substitute joins.

Note: The penalties imposed will be deducted from the monthly bill of the contractor. Repeated violations may also lead to termination of contract.

5. Timelines

- The selected bidder shall begin landscaping work and deploy the required manpower at Telhada Site Museum and Excavation Site of Telhada, Nalanda within 2 weeks from the issuance of the Work Order/Purchase Order.

6. Liquidated Damages

- Liquidated damages are levied as a measure of compensation for potential loss incurred by **Department** due to **delay or non-performance** by the selected bidder under the agreed contract terms.
- If the bidder fails to deliver the services within the stipulated time frame, 1% of the total order value per week (or part thereof) shall be deducted as liquidated damages.
- The maximum penalty shall be limited to **4 weeks**. Beyond this period:
 - The **order will be canceled**,
 - The **EMD will be forfeited**, and
 - The **bidder will be debarred** from participation in future tenders of the Department

7. Payment Terms and Conditions

- **Monthly Consolidated Payment:** Department will make consolidated monthly payments for the manpower and services provided by the agency.
- **Invoice Submission:** The agency shall submit the original invoice along with the following documents:
 - Attendance Sheet (duly signed by the authorized representative),
 - Proof of PF and GST deposit/payment (if applicable),
 - Any other relevant supporting documents.
- **No Advance Payment:** No advance payment shall be made under any circumstances.

8. Indemnification

8.1 General Indemnity: The Bidder shall, at its own cost, **defend, indemnify, and hold harmless DACY (Directorate of Archaeology) (Directorate of Archaeology)** against any third-party claims arising out of:

- Any **damages or compensation** payable due to accidents or injuries sustained by:
 - The Bidder's employees or agents, or
 - Any third party as a result of gross negligence and/or willful default by the Bidder or its personnel.
- Any and all claims made by employees, workmen, contractors, sub-contractors, vendors, or agents of the Bidder under the Labor Laws including claims relating to wages, salaries, remuneration, or compensation.

8.2 Specific Areas of Indemnity: The Bidder shall **indemnify and hold DACY (Directorate of Archaeology) harmless** from any loss, damages, legal costs, expenses, or proceedings (including reasonable attorney's fees) arising out of the following:

- Gross negligence or willful default of the Bidder, its employees, agents, or consortium members in the performance of the services under this contract
- Breach of any **terms, conditions, representations, or warranties** made in the tender document or contract by the Bidder.
- Use of any deliverables or services provided by the Bidder.
- Violation or infringement of any **patent, trademark, copyright**, or any other statutory rights in respect of any components or services supplied.

8.3 Damage to DACY (Directorate of Archaeology) Property

- The Bidder shall further **indemnify DACY (Directorate of Archaeology)** against any **proven loss or damage** caused to DACY (Directorate of Archaeology)'s premises or property, due to:
 - Gross negligence or willful default of the Bidder's employees or representatives,
 - Where such negligence or action occurred **under express direction of the Bidder.**
 - The Bidder shall further indemnify DACY (Directorate of Archaeology) against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on **DACY, (Directorate of Archaeology)** for malfunctioning of the equipment at all points of time.

9. Termination and Blacklisting

- 9.1 DACY (Directorate of Archaeology) reserves the right to terminate the contract and blacklist or debar the vendor upon occurrence of any of the following events. In such cases, a written notice of not less than 30 days shall be provided to the vendor:
- 9.2 If the vendor commits a material breach of contract and does not remedy the same within 30 days of notice.
- 9.3 If the vendor is declared insolvent or enters into liquidation.
- 9.4 If, in the opinion of DACY (Directorate of Archaeology), the vendor has engaged in corrupt or fraudulent practices during bidding or execution of the contract.
- 9.5 If the vendor submits false or misleading information which materially affects DACY (Directorate of Archaeology)'s rights, obligations, or interests.
- 9.6 If the vendor fails to disclose any conflict of interest or places itself in a position of conflict of interest.
- 9.7 If the vendor fails to deliver quality services as outlined in the contract agreement.
- 9.8 Serious discrepancies or delays in service delivery or performance that adversely affect the functioning of DACY (Directorate of Archaeology) may lead to termination and blacklisting.
- 9.9 Failure to mobilize manpower, non-compliance with local laws, poor execution of work, or disregard for public and employee safety shall also constitute grounds for termination and blacklisting.
- 9.10 Failure to comply with lawful instructions or directives issued by DACY (Directorate of Archaeology).

Note: Blacklisting/Debarment shall be a natural consequence of contract termination. The duration of blacklisting shall be specified by DACY (Directorate of Archaeology). However, prior to blacklisting, with or without termination, DACY (Directorate of Archaeology) shall issue a notice allowing **15 days for response** from the vendor.

10. Penalties

DACY (Directorate of Archaeology) may impose appropriate penalties on the vendor for any failures or deficiencies in performance as mentioned above. These penalties may be recovered from the vendor's pending bills or encashed from the submitted bank guarantee/performance security.

Note: Before imposing a penalty exceeding **INR 1,00,000 (One Lakh Rupees)**, DACY (Directorate of Archaeology) shall issue a **15-day prior notice** to the vendor for explanation or corrective action.

11. Termination Payments: In the event of termination, DACY (Directorate of Archaeology) may:

- **Encash and appropriate** the performance security or bank guarantee submitted by the vendor.
- **Clear dues of subcontractors or sub-vendors** of the vendor from such encashment or the vendor's pending bills.
- **Settle any valid and verified dues** of the vendor **only after** clearing liabilities towards subcontractors and third parties engaged under this contract.

12. Blacklisting without Termination: DACY (Directorate of Archaeology) may **blacklist or debar the vendor without terminating the contract**, for any significant failure, default, or misconduct as described under the terms of this agreement.

13. Foreclosure by Mutual Consent

- 13.1 DACY (Directorate of Archaeology) and the vendor may mutually agree to **foreclose (terminate)** the contract without liability if such termination does not arise from any default by either party.
- 13.2 A party desiring foreclosure must give written notice. Upon receiving the notice, the other party must respond within **15 days**, either consenting to the foreclosure or raising objections in writing.
- 13.3 In either case—whether the other Party agrees to the proposed foreclosure or not—the Parties may negotiate the foreclosure terms and **sign a Supplementary Agreement** to the main Contract Agreement within **30 (thirty) days** from the date of mutual consent. **The foreclosure shall only come into effect once the Supplementary Agreement is signed.**
- 13.4 Any effort toward mutual foreclosure shall be **without prejudice to the rights and obligations** of the Parties under this Agreement. The initiation of such a process shall not release either Party from continuing to discharge their duties until such foreclosure is legally effected.
- 13.5 For clarity, it is explicitly stated that such foreclosure **will not prejudice the Vendor's standing** or eligibility in future projects of DACY (Directorate of Archaeology). The Vendor may continue to participate in future bids as long as no breach or misconduct is involved.

14. Fraud or Corrupt Practices

- 14.1 The Bidders shall observe the **highest standards of ethics** during the bidding process, post the issuance of the Letter of Intent (LOI)/Work Order (WO), and throughout the duration of the Agreement.

Notwithstanding anything in the RFP, LOI/WO, or the Agreement, **DACY (Directorate of Archaeology)** reserves the right to:

- Reject a bid,
- Withdraw the LOI/VO,
- **Debar the bidder for a period of one (1) year** from participating in future projects,
- Terminate the Agreement,

if it is found that the bidder, directly or indirectly or through an agent, has engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practices. In such an event, DACY (Directorate of Archaeology) may forfeit and appropriate the Bid Security or Performance Security as a pre-estimated genuine compensation for the time, cost, and efforts incurred during the RFP process.

14.2. Without prejudice to DACY (Directorate of Archaeology)'s rights under the above clause and other legal remedies, if any Bidder is found—during the selection process or post-issuance of LOI/VO or execution of the Agreement—to have engaged in any corrupt, fraudulent, coercive, undesirable, or restrictive practices, **such Bidder shall be ineligible to participate in any future tenders or RFPs issued by DACY (Directorate of Archaeology) for a period of one (1) year** from the date of such finding.

14.3 For the purposes of this clause, the following definitions apply:

- **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the bidding process or during contract execution.
- **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that misleads or attempts to mislead the other party to gain undue advantage or benefit.
- **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or execution of the contract.
- **“Undesirable Practice”** means establishing contact with external entities or persons (other than DACY (Directorate of Archaeology)) with the intent of influencing the evaluation process.
- **“Restrictive Practice”** means forming a cartel or agreement to suppress competition or manipulate bidding outcomes.
- **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value or applying pressure to influence the action of a public official during the tendering process or the execution of the project.

14.4 **“Fraudulent practice”** means a misrepresentation or omission of facts, or disclosure of incomplete facts, with the intent to influence the Selection Process.

14.5 **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence a party's participation or action in the Selection Process.

14.6 **“Undesirable practice”** means:

- i. Establishing contact with any person associated with, employed, or engaged by DACY (Directorate of Archaeology) or the Government of Bihar, with the objective of canvassing, lobbying, or otherwise influencing the Selection Process; or
- ii. Having a conflict of interest.

- 14.7 **“Restrictive practice”** means forming a cartel or entering into any arrangement or understanding with other bidders with the intent to restrict or manipulate fair and open competition in the Selection Process.

15. Dispute Resolution

- 15.1 The bids and any contract resulting therefrom shall be governed by and construed in accordance with the laws of India.
- 15.2 Any dispute or difference arising between the Parties in connection with the interpretation, execution, operation, or effect of this Offer/Contract—whether during execution, post-completion, or even after termination—shall first be attempted to be resolved **amicably** between **DACY (Directorate of Archaeology)** and the Vendor.
- 15.3 In the event the Parties fail to resolve the dispute amicably within **30 days** from the date of receipt of notice by the other Party, the dispute shall be resolved as follows:
- 15.3.1 **Conciliation:** All disputes shall first be attempted to be resolved through **conciliation** in accordance with the Rules of Arbitration of the Indian Council of Arbitration. The outcome of the conciliation process shall be binding unless otherwise escalated to arbitration.
 - 15.3.2 **Conciliation Authority:** The dispute shall initially be referred to the **Additional Director, Directorate of Archaeology (DACY (Directorate of Archaeology), Patna**, who shall act as the Conciliator and conduct proceedings at Patna, Bihar.
 - 15.3.3 **Arbitration:** If conciliation fails, the dispute shall be referred to **arbitration** in accordance with the **Arbitration and Conciliation Act, 1996** and subsequent amendments. The arbitration shall be conducted at **Patna, Bihar**.
 - 15.3.4 **Jurisdiction:** All legal disputes shall fall under the exclusive jurisdiction of courts at Patna, Bihar.
 - 15.3.5 **Binding Award:** The arbitral award shall be final and binding on both Parties.
 - 15.3.6 **Continuation of Work:** The Vendor shall continue executing the work under the contract during the arbitration proceedings, unless explicitly directed otherwise by DACY (Directorate of Archaeology) in writing, or unless the dispute is such that continuing the work is impractical until resolution. Except for disputed amounts, DACY (Directorate of Archaeology) shall not withhold payments otherwise due during arbitration proceedings.

16. Terms and Conditions

16.1 Earnest Money Deposit (EMD)

- 16.1.1 Bidders shall submit, along with their bids, an **Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakh only)** via **e-payment mode (i.e., NEFT / RTGS / Net Banking / Credit or Debit Card)** through the **e-Procurement Portal**, on or before the last date and time of tender submission. The EMD should remain valid for a period of **180 days** from the due date of the RFP.
- 16.1.2 Bids submitted without adequate EMD shall be **liable for rejection**.
- 16.1.3 **Exemption for MSME/Startups:**
 - i. **MSME and Startup agencies** registered with the **Government of Bihar** for undertaking similar work are **exempted** from submission of EMD.
 - ii. This exemption is applicable **only upon submission of valid registration certificates** along with the bid.
 - iii. MSMEs registered **outside the jurisdiction of the Government of Bihar** shall **not be exempted** and are required to submit the EMD as per clause 16.1.1

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16.1.4 Refund of EMD:

- EMDs of all **unsuccessful bidders** shall be refunded by **DACY (Directorate of Archaeology)** within **30 days** of notification of the unsuccessful status.
- The EMD of the **successful bidder** shall be returned only upon **submission of the Performance Bank Guarantee (PBG)** in the prescribed format provided in the RFP.
- The EMD may be **forfeited**:
 - If the bidder **withdraws** the bid during the validity period; or
 - If the successful bidder **fails to execute the contract** after award of work.

16.2 Right to Terminate the Process

16.2.1 DACY (Directorate of Archaeology) reserves the right **to** terminate the RFP process at any time, without assigning any reason whatsoever. DACY (Directorate of Archaeology) makes no commitment, express or implied, that this RFP will result in a business transaction with any participating bidder.

16.2.2 This RFP does not constitute an offer by DACY (Directorate of Archaeology). Participation by a bidder in this RFP process does not automatically entitle such bidder to be selected or awarded any work.

16.3 RFP Document Fees

The RFP document can be downloaded from the website www.eproc2.bihar.gov.in after payment of:

- **Tender Fee:** ₹5,000/- (Rupees Five Thousand only)
- **Processing Fee:** ₹590/- (Rupees Five Hundred Ninety only)

Both fees must be paid online through the aforementioned website. Proposals received without payment or with inadequate RFP Document Fees shall be summarily rejected.

16.4 Performance Bank Deposit

Upon receipt of the Letter of Intent (LOI) from DACY (Directorate of Archaeology), the successful bidder shall furnish a Performance Security in the form of a Bank Guarantee **or** Demand Draft, equivalent to 5% of the total contract value.

- The Performance Security must be submitted before signing of the contract, typically within 15 days of issuance of LOI, unless otherwise specified.
- Failure to submit the Performance Guarantee within the stipulated time may lead DACY (Directorate of Archaeology), at its sole discretion, to cancel the LOI/LOA, forfeit the EMD, and take further actions as permitted under the RFP.

16.5 Submission of Proposals

16.5.1 Bidders shall submit their proposals in the formats prescribed in the RFP and must include:

- a) **Technical Proposal**
- b) **Commercial Proposal**

16.5.2 The Commercial Proposal must not be included in the Technical Proposal. Inclusion of price details in the Technical Proposal shall result in rejection of the bid.

16.5.3 All pages of the proposal must be sequentially numbered and include a Table of Contents with page references. Any incomplete documentation may lead to disqualification.

16.5.4 All bids must be uploaded online via <http://eproc2.bihar.gov.in> in accordance with the instructions provided on the portal.

16.6 Venue and Deadline for Submission of Proposals

Proposals, complete in all respects as specified in the RFP, must be submitted online through <http://eproc2.bihar.gov.in> only. No physical submission will be accepted.

16.7 Late Bids

- Bids received after the due date and time (including any extension granted) shall not be accepted under any circumstances.
- Proposals submitted via fax, telex, telegram, or email shall not be considered.
- No correspondence will be entertained regarding late submission.
- DACY (Directorate of Archaeology) reserves the right to modify or amend any of the above-stipulated conditions depending on project priorities and urgent requirements.

16.8 Tender Validity

The bids submitted by the bidders shall remain valid for a minimum period of 180 (One Hundred Eighty) days from the last date of submission of the proposal, unless extended by mutual agreement in writing.

16.9 Selection of Agency: The selection is an evaluation process based on the lowest cost method.

17. Proposal Eligibility Criteria

S. No	Requirement Criteria	Documents Required
1	Legal Entity: The Bidder should be a legal entity registered and operating under relevant laws of India	a) Certificate of Incorporation / Registration from an authority of State / Central Government. b) GST Registration Certificate.

	for the last 3 years. Note: Number of years of operation may be relaxed for MSMEs/Startups with valid registration.	c) PAN. d) Form 2: Particulars of the Bidder. e) Form 4: Affidavit. f) Valid MSME certificate / Startup registration certificate (if applicable).
2	Turnover: Bidder's average annual turnover for the last three financial years (up to 31st March 2024) must not be less than INR 20 Lakh . Note: Turnover criteria is relaxed for MSMEs/Startups with valid registration certificates.	a) CA Certificate with valid UDIN confirming the turnover. OR b) Valid MSME certificate / Startup registration certificate.
3	Experience: The bidder should have executed at least two projects of similar nature, i.e., maintaining landscaping and horticulture work, for any Government Department/ PSU / reputed government/private institute covering at least 5 Acres . Note: Experience criteria is relaxed for MSMEs/Startups with valid registration certificates.	a) Work Order / Contract Copy / Completion Certificate. OR b) Valid MSME certificate / Startup registration certificate. c) Form 5: Experience Certificate format.
4	Not indicted / blacklisted by Court / Government: Bidders must not have been blacklisted by any central/state government or government institutions/organizations as of the bid submission date.	Self-Declaration from the bidder (Form 3: Non-Blacklisting Declaration).
5	Subcontracting / Consortium Any form of consortium or subcontracting is not allowed without prior written approval of DACY (Directorate of Archaeology) .	Self-Declaration from the bidder (Form 1: Undertaking on Total Responsibility).

18. Financial Bid Evaluation

18.1 The Financial Bids of qualified bidders, as per the Eligibility Criteria, will be opened on the prescribed date in the presence of bidder representatives.

18.2 Only fixed-price financial bids indicating the total price for all deliverables and services specified in this bid document will be considered.

18.3 The bid price will include all taxes and levies and shall be quoted in Indian Rupees, with taxes mentioned separately.

18.4 Any conditional bid will be rejected.

18.5 Errors & Rectification:

- If there is a discrepancy between the unit price and the total price (calculated by multiplying the unit price by quantity), the unit price shall prevail, and the total price will be corrected accordingly.

- If there is a discrepancy between words and figures, the amount in words shall prevail.

18.6 If no price is quoted for any material or service, the bid shall be declared disqualified.

18.7 The Total Bid Price, as computed by the Purchaser, shall be used for the financial evaluation of bids.

19. Award Criteria

The contract will be awarded on the Lowest Cost Method. The bidder quoting the lowest value will be awarded the job. DACY (Directorate of Archaeology) reserves the right to empanel more than one agency at the L1 rate.

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

DACY (Directorate of Archaeology) reserves the right to accept or reject any proposal and to annul the tendering or public procurement process and reject all proposals at any time prior to awarding the contract, without incurring any liability to the affected bidders or any obligation to inform them of the grounds for such action.

21. Contract Finalization and Award

- DACY (Directorate of Archaeology) reserves the right to negotiate with the bidder(s) whose proposal is the most responsive. Based on this, the draft contract agreement will be finalized for award and signing.
- DACY (Directorate of Archaeology) may also increase or decrease the quantity of any item in the Scope of Work defined in the RFP. Accordingly, the total contract value may change based on the rates provided in the financial proposal.

22. Signing of Contract

After notifying the successful bidder of acceptance of their proposal, DACY (Directorate of Archaeology) shall enter into a contract incorporating all clauses, pre-bid clarifications, and the bidder's proposal. The draft legal agreement is provided separately as a template.

23. Failure to Agree with the Terms and Conditions of the RFP

- Failure of the successful bidder to agree with the draft legal agreement and terms and conditions of the RFP shall be sufficient grounds for annulment of the award. In such an event, DACY (Directorate of Archaeology) may award the contract to the next best value bidder or call for new proposals.
- In such cases, DACY (Directorate of Archaeology) shall invoke the Performance Bank Guarantee of the most responsive bidder.

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24. Annexures

Annexure I: Technical Bid Templates

Bidders must respond to the RFP using the forms given in this section along with all documents supporting the Technical Evaluation Criteria.

Technical Proposal shall comprise the following forms:

- Form 1: Undertaking on Total Responsibility
- Form 2: Particulars of the Bidder
- Form 3: Non-Blacklisting Declaration
- Form 4: Format for Affidavit
- Form 5: Format of Experience Certificate

Annexure II: Financial Proposal Template

Forms to be used in Commercial Proposal:

- Form 1: Financial Proposal
- Form 2: Performance Bank Guarantee

Annexure III: Glossary

Form 1: Undertaking on Total Responsibility

No. _____

Date: _____

To,
The Director,
Directorate of Archaeology,
Department of Art, Culture & Youth (DACY)
Patna, Bihar

Subject: Self-Certificate Regarding Total Responsibility

Dear Sir/Madam,

This is to certify that we undertake total responsibility for the landscaping and horticulture development work and annual maintenance of Telhada site museum and Excavation area of Telhada, Nalanda, Bihar premises as per the requirements, terms, and conditions of the RFP.

We confirm that no part of the work will be subcontracted to any agency without prior written approval from DACY (Directorate of Archaeology).

Thanking you.

Yours faithfully,

(Signature of the Authorized Signatory of the Bidding Organization)

Name: _____

Designation: _____

Date: _____

Time: _____

Seal: _____

Business Address: _____

Form 2: Particulars of the Bidder

S. No	Details	Information to be Filled by Bidder
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company	(Public Ltd / Pvt. Ltd / Others - specify)
4.	Details of Incorporation	(Date & Registration Authority)
5.	Valid GST Number	
6.	Permanent Account Number (PAN)	
7.	Name & Designation of Contact Person	
8.	Telephone No. (with STD Code)	
9.	E-Mail of Contact Person	
10.	Fax No. (with STD Code)	

Form 3: SELF-DECLARATION ABOUT NON-BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/uploaded online)

Date: _____

To,
The Director,
Directorate of Archaeology,
Department of Art, Culture & Youth (DACY)
Patna, Bihar

Subject: E-Tender for <Tender Name>, Tender No: <Tender No>, dated: <Tender Date>

Sir/Madam,

In response to the tender under reference, I/We hereby declare that presently our firm has an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/State Government Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions, or Commercial Organizations.

We further declare that presently our firm is also not blacklisted/debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/State Government Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions, or Commercial Organizations.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, my/our performance security may be forfeited in full and the tender, if any, to the extent accepted may be cancelled.

Yours faithfully,

(Signature)
(Name of the Authorized Signatory)

(Designation)
(Seal/Stamp of the Bidder)

Form 4: FORMAT FOR AFFIDAVIT
(On Non-Judicial Stamp Paper of Rs. 100/-)

A F F I D A V I T
UNDERTAKING REGARDING GENUINENESS OF DOCUMENTS

I/We, _____, Partner/Director/Legal Attorney/Accredited Representative
of M/s. _____, solemnly declare that:

1. I/We are submitting Tender for the work against Tender No. _____.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct, and true.
3. All documents/credentials submitted along with this Tender are genuine, authentic, true, and valid.
4. If it is found at any point of time that our documents are not genuine, then in that case, our tender will be rejected, earnest money deposited by us will be forfeited, and we will be debarred from participating in further/future tenders and/or any action as deemed fit by DACY(Directorate of Archaeology) may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security Deposit, and banning/delisting of our entity and all related persons, etc.
5. I/We on behalf of _____ (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.

SIGNATURE OF THE BIDDER WITH SEAL

Date: _____

Place: _____

Form 5: Format of Experience Certificate

Contract No./Supply Order No.	Name of the Client	Description of Work	Total Area Covered for Horticulture Services (in Acres)	Value of Contract (Rs. in Lakhs)	Date of Issue of Work Order	Stipulated Period of Completion	Actual Date of Completion

Note:

- Please fill in all columns accurately.
- The certificate should be issued by the authorized signatory of the client organization.
- Attach supporting documents like Work Order/Contract Copy/Completion Certificate as proof.

ANNEXURE – II

Form 1: Financial Proposal (As Per Square Feet Charges)

Part A: Landscaping and Horticulture Development Work (Per Sq. Ft. Charges)

S. No.	Description of Work	Rate per Sq. Ft. (INR)	Applicable GST (INR)	Total Amount per Sq. Ft. (INR)
1	Landscaping & Horticulture Development (including grass laying, flower beds, shrub plantation, soil preparation, etc.)			
2	Supply & Application of Soil Conditioners, Manure, and Fertilizers			
3	Supply & Application of Pesticides, Weedicides, Neem/Mustard Powder, DAP, Bone Meal			
4	Seasonal Flower Plantation (including flower bed preparation)			

Total Cost per Sq. Ft. (inclusive of GST): ₹ _____

Part B: Monthly Maintenance Charges (Per Sq. Ft.)

S. No.	Item	Rate per Sq. Ft./Month (INR)	Applicable GST (INR)	Total Amount per Sq. Ft./Month (INR)
1	Monthly Maintenance Charges (inclusive of consumables, pruning, watering, etc.)			

Total Monthly Maintenance Cost per Sq. Ft. (inclusive of GST): ₹ _____

Part C: Manpower Charges (Per Person/Month)

S. No.	Manpower Category	Rate per Person/Month (INR)	Applicable GST (INR)	Total Amount per Person/Month (INR)
1	Semi-Skilled Gardener / Mali			
2	Skilled Horticulturist / Supervisor			

Total Monthly Manpower Cost (inclusive of GST): ₹ _____

Important Notes:

- All rates should include:
 - Cost of material, transportation, taxes, service charges, manpower, tools, and equipment required for execution.

- Compliance with all statutory obligations under labor laws, GST Act, and environmental regulations.
- 2. **Monthly Maintenance Charges per Sq. Ft.** must cover:
 - Regular watering, mowing, pruning, pest control, weeding, manure application, and seasonal flower bed management.
- 3. **Additional planting material** like potted plants, shrubs, or trees, if not covered in development, shall be supplied at market rates and paid **on actuals**, post-approval from DACY (Directorate of Archaeology).
- 4. **Area of landscaping** and manpower requirement may increase or decrease depending on site development and seasonal needs.
- 5. Final billing shall be based on actual **measured area (in sq. ft.)** and certified manpower deployment.

List of Gardening Tools and Equipment (Per 10 Personnel): List of items that need to be provided for per 10 person:

S. No.	Item Description	Quantity (Per 10 Personnel)
1.	Roller Grass-Cutting Machine	2 Units
2.	Hand-Cutting Machine	2 Units
3.	Hose Pipe (Standard Length)	10 Units
4.	Plastic Tub	10 Units
5.	Khurpi	10 Units
6.	Hasua (Sickle)	5 Units
7.	Gayta (Hoe)	5 Units
8.	Chapad (Spade)	5 Units
9.	Rama (Pickaxe)	5 Units
10.	Gardening Sprayer Jar – 5 Litres	5 Units
11.	Gardening Sprayer Jar – 2 Litres	5 Units
12.	Trolley	5 Units
13.	Lawn Roller – Big Size	1 Unit

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Form 2: Performance Bank Guarantee

(To be submitted on non-judicial stamp paper of appropriate value issued by a scheduled bank)

PERFORMANCE SECURITY

To,
The Director,
Directorate of Archaeology,
Department of Art, Culture & Youth (DACY)
Patna, Bihar
Phone: <Insert Phone No.>
Email: <Insert Email ID>

Subject: Performance Bank Guarantee for <Name of Assignment>

Whereas <Name of the Bidder>, having its registered office at <Full Address of the Bidder> (hereinafter called "the Bidder"), has undertaken, in pursuance of Contract No. <Insert Contract No.> dated <Insert Date>, to provide implementation services for <Name of the Assignment> to **Department of Art, Culture and Youth (Directorate of Archaeology), Bihar, Patna** (hereinafter called "the Beneficiary").

And whereas it has been stipulated in the said contract that the bidder shall furnish a Performance Bank Guarantee from a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of the Bank>, a banking company incorporated under the Banking Regulation Act and having its Head/Registered Office at <Address of Registered Office>, and having one of its branch offices at <Address of Local Branch>, do hereby irrevocably guarantee and undertake to pay the Beneficiary any sum or sums not exceeding **Rs. <Insert Amount> (Rupees <Insert Amount in Words> only)** upon receipt by us of your first written demand declaring the bidder to be in default under the contract and without cavil or argument or needing to prove or show grounds or reasons for your demand or the sum specified therein.

We hereby irrevocably waive any requirement for you to demand the said amount from the bidder before presenting us with the demand.

We further agree that any change, addition, or modification of the terms of the contract or of any contract document which may be made between you and the bidder shall not in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until <Insert Expiry Date>.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only)**.
2. This Bank Guarantee shall be valid up to **<Insert Expiry Date>**.
3. We must receive a written claim or demand under this guarantee on or before **<Insert Expiry Date>**, failing which our liability under this guarantee shall automatically cease.

Authorized Signatory

(Signature with Name and Designation)

Seal of the Bank

Date: _____

Place: _____

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Annexure III: Glossary

Acronym	Full Form
DACY	Department of Art, Culture and Youth, GoB
RFP	Request for Proposal
EMD	Earnest Money Deposit
LOI	Letter of Intent
WO	Work Order
IT	Information Technology
AMC	Annual Maintenance Contract
GST	Goods and Services Tax
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
LI	Lowest Financial Bidder (Technically Qualified)
HR	Human Resources
ROI	Return on Investment
SLA	Service Level Agreement
T&C	Terms and Conditions
TDS	Tax Deducted at Source