

**Art & Culture Department
Government of Bihar**

Notice Inviting Tender for Manpower Services

The Directorate of Museum, under the Department of Art & Culture, Government of Bihar, invites online bids from eligible and experienced agencies for providing skilled and trained manpower on a contractual basis for the smooth operation and management of Buddha Samyak Darshan Museum-Cum-Smriti Stupa, Vaishali, Bihar. The manpower will support museum operations, visitor services, technical support, and administrative functions.

Key Details:

- **Availability of RFP documents:** From 14th August, 2026
- **Last Date for Bids Submission:** 07th September, 2026 up to 04:00 PM
- **Time and Date of opening of technical proposals:** 08th September, 2026 at 11:00AM

For detailed terms and conditions, please visit: [https://www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in;);
<https://state.bihar.gov.in/yac>

Jinodun
13/08/2026
Additional Director
Directorate of Museum
Department of Art & Culture
Government of Bihar

*RFP for Selection of an Agency for supply of Manpower at Buddha Samyak Darshan Museum-Cum-Smriti Stupa -
Vaishali, Bihar*



Directorate of Museum
Under
Department of Art and Culture Govt. of Bihar

Invites
Request for Proposal (RFP)

for
Selection of an Agency for Supply of Manpower
at

Buddha Samyak Darshan Museum-Cum- Smriti
Stupa, Vaishali, Bihar

Through- e-Procurement Portal: <https://www.eproc2.bihar.gov.in>

Tender Ref: 03/Museum/Dept.-2-02/09/Part-II /14-08-2026/ Directorate of Museum
Date: 14-08-2026

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Glossary

RFP	Request for Proposal
NIT	Notice Inviting Tender
BOQ	Bill of Quantities
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
DIRECTORATE OF MUSEUM	Department of Art and Culture
PQ	Pre-Qualification
GoB	Government of Bihar
SOP	Standard Operating Procedure
FRS	Functional Requirement Specifications
SOW	Scope of Work
LoI	Letter of Intent
LoA	Letter of Award
ROC	Registrar of Companies
GST	Goods & Services Tax
GSTN	Goods & Services Tax No
PAN	Permanent Account Number
DSC	Digital Signature Certificate
FY	Financial Year
CV	Curriculum Vitae

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*RFP for Selection of an Agency for supply of Manpower at Buddha Samyak Darshan Museum-Cum-Smriti Stupa -
Vaishali, Bihar*

1. Important Dates and Events

Particulars	Description
Availability of RFP documents	To be available online from 14/08/2026 onwards at https://www.eproc2.bihar.gov.in and department website : https://state.bihar.gov.in/yac
Tender Processing Fee (Non- Refundable)	As per e proc applicable charges
Tender document charges (non-refundable)	The bidder has to pay Tender document charges Rs 5,000/- (non-refundable) through e-Proc only
Bid security/Earnest Money Deposit (EMD)	Rs 9,00,000/-(Rupees Nine Lakh Only) The EMD to be paid through e-payment mode through E-Proc Portal Only
Estimated cost of the project (for 1 year)	Rs 3,15,32,817/-(Rupees Three Crore Fifteen Lakh Thirty-two Thousand eight Hundred Seventeen Only)
Prebid meeting and last date for submission of written queries for clarifications	25-08-2026, 04:00 PM, Address: Art and Culture Department, Room No. 329, Directorate of Museum, 3rd Floor, Vikas Bhawan (New Secretariat) Nehru Path, Bailey Road, Patna – 800015 last date for submission of queries online for clarifications: 25/08/2026 on or before 04:00 PM, the Pre-Bid queries to be sent to the following Email Id: Email ID: directorateofmuseum@gmail.com
Bid validity period	Proposal must remain valid up to 120 days from the last date Of submission of the Bid.
Last date of Submission of Tender Date and Time	07/09/2026 at 4:00PM
Time and Date of opening of technical proposals	08/09/2026 at 11:00AM
Time and Date of opening of Financial proposals	To be notified
Language	Proposal should be submitted in English only.
Contact Person	The Director, Directorate of Museum Department of Art and Culture, Vikas Bhawan, New Secretariat, 3 rd Floor, Room No-329

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	Bailey Road, Patna-800015, Bihar
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2. About Art and Culture Department

The Department of Art and Culture, Government of Bihar, is dedicated to the preservation, promotion, and dissemination of Bihar's rich cultural, artistic, and heritage legacy. Through its directorates i.e. **Directorate of Museum, Directorate of Archaeology and Directorate of Cultural Affairs**, the Department undertakes initiatives aimed at conserving heritage assets, supporting cultural institutions, and making Bihar's vibrant traditions accessible to future generations.

Within this mandate, the **Directorate of Museum** plays a pivotal role in safeguarding and showcasing Bihar's artistic and historical treasures through its network of state museums, specialized institutions, and heritage sites. Museums are envisaged not only as repositories of history but also as dynamic spaces for education, research, cultural exchange, and tourism promotion. The Department has articulated its **Vision** as follows:

- To preserve and promote Bihar's art, culture and museum heritage at national and international levels through sustainable development and management.
- To develop existing museums and heritage destinations to provide unique cultural and tourism experiences.
- To strengthen institutional capacity through professional support, skilled manpower and modern management practices.
- To position Bihar as a leading destination for cultural heritage, knowledge exchange and experiential tourism.

In alignment with this vision, the Department recognizes the necessity of engaging a professional agency for manpower supply to ensure the smooth and effective functioning of the Buddha Samyak Darshan Museum-cum-Smriti Stupa. Upon issuance of the Letter of Award to the successful bidder, all the subsequent processes and management of the contract "Selection of an Agency for Manpower Supply on contractual basis at Buddha Samyak Darshan Museum-cum-Smriti Stupa" shall be undertaken by the Additional Director.

The Buddha Samyak Darshan Museum- cum- Smriti Stupa has been established as a world-class cultural institution that not only preserves Buddhist heritage but also highlights Bihar's central role in the evolution of Buddhist philosophy and traditions. To manage its day-to-day operations, visitor engagement, and technical support functions, there is a need for skilled manpower across various roles.

Accordingly, through this Request for Proposal (RFP), the Department seeks to appoint an agency that will provide qualified manpower on a contractual basis. The selected agency shall support museum operations by supplying trained personnel, ensuring professional management, and contributing to the overall visitor experience and effective maintenance of the museum complex.

The engagement of a manpower supply agency will enable the Department to:

- Ensure seamless museum operations with skilled and trained personnel.

- Maintain professional standards in visitor services, documentation, and collections management.
- Strengthen administrative, technical, and operational capacity of the institution.
- Provide a holistic cultural experience to visitors from India and abroad.

This initiative represents an important step towards realizing the Department's mission of building cultural vibrancy, strengthening institutional capacities and positioning Bihar as a hub of art, culture, and heritage at the national and international levels.

3. Background

The Buddha Samyak Darshan Museum-Cum-Smriti Stupa at Vaishali has been developed by the Department of Art and Culture, Government of Bihar, as a premier institution to preserve and showcase the rich Buddhist heritage of the state. For effective functioning of the museum, there is a requirement of skilled and trained manpower to manage day-to-day operations, visitor services, technical support and administrative functions.

To meet this requirement, the Department intends to engage the services of a professional agency to provide manpower on a contractual basis. The selected agency will ensure timely deployment of qualified personnel, thereby enabling smooth museum operations, enhancing visitor experience, and maintaining professional standards in the management of the institution.

4. Requirement of Manpower

The Department of Art and Culture, Government of Bihar, through the Directorate of Museum, is issuing this Request for Proposal (RFP) for the selection of an Agency to provide **manpower supply on a contractual basis** for the Buddha Samyak Darshan Museum-Cum-Smriti Stupa, Vaishali. The manpower is required to ensure smooth day-to-day functioning of the museum, including housekeeping, Gardening, and miscellaneous requirement.

The selected Agency shall be responsible for timely deployment of qualified and trained personnel as per the requirements of the Vaishali Museum. The engagement shall be **initially for a period of 1 year** which may be extended for a further period as per government rule, subject to satisfactory performance and mutually agreed terms. The proposed manpower requirement includes the following posts:

Sr. No.	Type of manpower	Total Requirement
1.	Grass Cutter Mali (Unskilled)	09
2.	Mali Helper (Semi Skilled)	30
3.	Mali (Skilled)	10
4.	Supervisor gardener	01
5.	Sweeper (unskilled)	73
6.	Supervisor Housekeeping	02
7.	Carpenter	02
8.	Data Entry Operator	05
9.	Office Boy (Unskilled)	04
10.	Driver (Semi Skilled)	02

Total	138
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The selected Agency will be expected to ensure that all personnel deployed are suitably qualified, well-trained and capable of supporting the department objectives of providing a world-class cultural and educational experience to visitors.

5. Scope of Work

The selected Agency shall be responsible for providing qualified and trained manpower on a contractual basis to the Buddha Samyak Darshan Museum-Cum-Smriti Stupa, Vaishali, under the Directorate of Museum, Department of Art and Culture, Government of Bihar. The broad scope of work shall include, but not be limited to, the following:

1. Scope and Objective

- The selected Agency shall provide qualified, trained, experienced, and disciplined manpower as per the approved manpower requirement of the Museum.
- The Agency shall ensure uninterrupted deployment of personnel for housekeeping, Gardening, and other miscellaneous requirement of the Premises.
- The objective of this engagement is to support the Museum in delivering a safe, secure, hygienic, and world-class cultural and educational environment to visitors.

2. General Obligations of the Agency

- The Agency shall deploy personnel strictly as per the sanctioned strength and categories mentioned in the tender document.
- The agency must employ any person between the age of 18 to 50 years for all the post mentioned in Point 6-Manpower Profile , section A and B
- All personnel deployed shall be:
 - (a) Physically and medically fit;
 - (b) Police verified;
 - (c) Suitably qualified and trained for their respective assignments.
- The Agency shall provide uniforms (minimum two set uniform in summer and winter uniform in April and October each year) along with identity cards, and necessary safety equipment to all deployed personnel at its own cost.
- The Agency shall ensure full compliance with all applicable statutory provisions including but not limited to:
 - (a) Minimum Wages Act;
 - (b) EPF Act;
 - (c) ESI Act;
 - (f) Any other law related to manpower services including applicable labour laws and regulations, reservation policy of the state and central government as applicable

- The Agency shall submit monthly documentary proof of wage disbursement and statutory compliance to the Additional Director, Buddha Samayak Darshan Museum-Cum-Smriti Stupa.
- The Agency shall maintain proper attendance registers, wage registers, and statutory records as required under law.
- The Agency shall ensure 100% deployment at all times and provide suitable replacement within 24 hours in case of absence, resignation, or unsatisfactory performance of any personnel.
- The Agency shall appoint a competent Nodal Officer/Manager for regular coordination with the Additional Director of Buddha Samayak Darshan Museum-Cum-Smriti Stupa and department.
- All deployed personnel shall maintain strict discipline, professional conduct, and confidentiality while performing their duties.

3. Housekeeping and Sanitation Services

- The Housekeeping Supervisors shall monitor cleanliness standards and supervise sweepers deployed in the premises.
- Sweepers shall carry out daily cleaning of galleries, offices, corridors, washrooms, and public areas.
- Waste segregation, sanitation, and hygienic disposal practices shall be strictly followed at all times.

4. Technical and Administrative Support Services

- Carpenters shall carry out repair and maintenance of furniture, fixtures, display panels, and wooden structures.
- Data Entry Operators shall maintain digital records, ticketing data, documentation, and prepare reports as assigned.
- Office Boys shall assist in file movement, photocopying, dispatch, and general administrative support.
- Drivers shall operate Museum vehicles safely, maintain logbooks, and ensure proper upkeep of vehicles.

5. Training and Capacity Building

- The Agency shall ensure pre-deployment and periodic training of all personnel.
- Training shall include soft skills, visitor etiquette, fire safety, first aid, disaster management, heritage sensitivity, and operational procedures relevant to assigned duties.
- Records of training conducted shall be maintained and submitted to the Additional Director of Buddha Samayak Darshan Museum-Cum-Smriti Stupa, as required.

6. Performance Monitoring and Penalty

- The performance of the Agency shall be reviewed periodically by the Additional Director of Buddha Samayak Darshan Museum-Cum-Smriti Stupa.
- Any deficiency in services, short deployment, non-compliance with statutory provisions, or breach of contractual obligations shall attract penalties as prescribed in the tender document.
- Repeated non-performance or serious violations may result in termination of the contract as per terms and conditions of the tender.

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6. Manpower Profile

A. Profile and essential for Horticulture and Housekeeping Staff:

Sl. No.	Post	Total Positions	Roles & Responsibilities
1	Grass Cutter Mali (Unskilled)	09	Grass cutting, lawn maintenance, watering plants, basic garden upkeep
2	Mali Helper (Semi Skilled)	30	Assist gardener, planting, weeding, fertilizer application, tool handling
3	Mali (Skilled)	10	Garden maintenance, plant care, pruning, landscaping work
4	Supervisor Gardener (skilled)	01	Supervise gardening staff, plan maintenance schedule, monitor work quality
5	Sweeper (Unskilled)	73	Cleaning roads/buildings, waste collection, sanitation maintenance
6	Supervisor Housekeeping(skilled)	02	Supervise cleaning staff, duty allocation, inspection of premises
7	Carpenter(skilled)	02	Furniture repair, woodwork, installation, maintenance tasks
8	Data Entry Operator(skilled)	05	Data entry, record maintenance, documentation, basic computer work
9	Office Boy (Unskilled)	04	Office support work, file movement, cleaning, assistance duties
10	Driver (Semi Skilled)	02	Vehicle driving, maintenance, logbook handling

B. Other terms and conditions:

- **Educational Qualification Norms:** Candidates must meet qualification criteria relevant to the post, ranging from literate/8th pass for unskilled posts to 12th pass with experience or technical certification for skilled and supervisory posts, with computer knowledge required for Data Entry Operator and a valid driving license for Driver.
- **Identity Proof Requirements:** Each candidate must submit one valid government-issued photo identity proof along with photographs, address proof if required, and a police verification certificate before deployment.
- **Wage Structure:** Wages shall be paid according to the applicable State Minimum Wages notification based on unskilled, semi-skilled, skilled, including statutory benefits such as EPF, ESI.
- **Roles & Responsibilities:** All personnel shall perform assigned duties diligently, maintain discipline, follow safety standards, and carry out work as directed by the competent authority.
- **Statutory Compliance Requirements:** The employer or contractor shall ensure compliance with all applicable labour laws including EPF, ESI, minimum wages, leave provisions, and payment through bank transfer.
- **Service Conditions:** Engagement shall be on contractual basis with 8-hour duty, medical fitness requirement, provision for shift work, and mandatory replacement in case of absence.
- **General Administrative Clauses:** The engagement shall not confer any right to permanent employment and the employer reserves the right to verify credentials, assign duties within skill category, and terminate services for misconduct or non-performance.

Signature

C. Roles and Responsibilities of the Contractor (Manpower Supply)

- The contractor shall be fully responsible for recruitment, deployment, supervision, and statutory compliance of all manpower supplied and shall ensure that personnel provided are physically fit, properly trained, qualified for the assigned duties, and available as per requirement of the organization at all times.
- The contractor shall verify educational qualifications, experience, identity proof, address proof, and conduct police verification of all personnel before deployment and shall maintain complete records for inspection by the competent authority whenever required.
- The contractor shall ensure timely payment of wages to all deployed personnel strictly in accordance with the applicable Minimum Wages notification and shall make payment only through bank transfer along with issuance of wage slips.
- The contractor shall be solely responsible for compliance with all applicable labour laws and statutory obligations including but not limited to EPF, ESI, bonus, leave provisions, insurance, and any other benefits as mandated by law.
- The contractor shall provide uniform, identity cards, safety equipment, and necessary tools or protective gear to personnel wherever required and ensure adherence to safety, hygiene, and workplace discipline standards.
- The contractor shall maintain attendance records, duty rosters, wage registers, statutory registers, and all employment-related documents and shall submit reports to the organization as and when required.
- The contractor shall ensure replacement of any worker who is absent, found unsuitable, medically unfit, or whose services are terminated for misconduct, negligence, or non-performance within 24 hours timeframe.
- The contractor shall ensure that no child labour is engaged and that all personnel maintain proper conduct, discipline, and confidentiality while working within the premises of the organization.
- The contractor shall be responsible for resolving employee grievances, handling disciplinary matters, and ensuring uninterrupted manpower supply without disruption of services.
- The contractor shall indemnify and keep the organization indemnified against all claims, liabilities, legal disputes, damages, or penalties arising out of non-compliance with statutory provisions or employment-related obligations.
- The contractor shall ensure that deployment of personnel does not create any employer-employee relationship between the organization and the manpower supplied.
- The contractor shall comply with all instructions issued by the authorized representative of the organization regarding deployment, work standards, safety measures, and service quality.
- The contractor shall maintain strict confidentiality of organizational information accessed by deployed personnel and shall be responsible for any breach of confidentiality or misconduct.
- The contractor shall ensure continuity of services during the entire contract period and shall not withdraw manpower without prior approval of the organization.
- **Payment terms Clause:** Payment to the contractor shall be made on monthly basis subject to submission of bill along with attendance records, wage payment proof in the form of Bank Statement only, statutory compliance documents and certification of satisfactory performance by the authorized officer on or before 7th day of the next month. No payment shall be released unless statutory obligations including wages, EPF, ESI and other applicable dues have been fully complied with.
- **Penalty and Performance Clause:** In case of deficiency in service, shortage of manpower, non-compliance with statutory provisions, delayed wage payment, or failure to maintain required service standards, the organization reserves the right to impose penalties, deduct payments, or terminate the contract, and continued satisfactory performance shall be mandatory for continuation or renewal of the agreement.

- **Jurisdiction and Administrative Control Clause:** After issuance and acceptance of the Letter of Award (LOA), all aspects related to deployment, supervision, work allocation, attendance monitoring, and operational management of the supplied manpower shall fall under the jurisdiction and administrative control of the Additional Director, Buddha Samyak Darshna Museum-Cum-Smriti Stupa while the contractor shall remain responsible for statutory compliance, wage payment, and employment-related obligations.
- **Sign of Contract agreement**-the successful bidder shall enter into contract and shall execute and sign the contract agreement in accordance with the article of agreement before commencement of the services.

7. Pre-Bid Query

Bidders can seek written clarifications on or before pre-Bid date and time to directorateofmuseum@gmail.com No further clarification whatsoever will be entertained after the pre- bid meeting date.

Sl. No.	Page No.	Section No.	Details as per RFP	Clarification sought
1				
2				

8. E-Procurement Process related instructions

Submission of Proposals (Through electronic mode only)

- The bidder shall submit his bid/tender on e-Procurement platform at : <https://www.eproc2.bihar.gov.in>
- The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e- tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies.
- For user-id the must get registered themselves one-procurement website: <https://www.eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- The bidders shall submit their eligibility and qualification details, technical bid, financial bid in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents, in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- Tender Processing Fee (TPF)/ Tender Fee/ Cost of BOQ to be paid through e- Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- "Earnest Money Deposit (EMD) can be paid through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on e-Proc Portal."

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal <https://www.eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. Directorate of Museum doesn't take any responsibility for the delay/ Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/Holidays or any other reason."

- h) The tender opening will be done online only.
- i) Any corrigendum or date extension notice will be given on the e-Procurement website only.
- j) For support related to e-tendering process, bidders may contact at following address:

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)

Bidders may visit the link: <https://www.eproc2.bihar.gov.in>

9. Bid Security/Earnest Money Deposit(EMD)

Bidders shall submit, along with their Bids, Rs 9,00,000/-(Rupees Nine Lakh Only) can be paid through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

- a) EMD of all unsuccessful bidders would be refunded by the Directorate of Museum within thirty (30) days of issuance of LOI to the successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee (PBG). Bank Details for Payment / EBG Submission:
- b) Name of the Account Holder: Under Secretary, Art and Culture Department, Patna, Bihar, Account Number: 38562259599, Bank Name: State Bank of India, Bank Address: Bishweshraia Bhawan, Bailey Road, Patna, IFSC Code: SBIN0006379, MICR Code: 800002006, Type of Account: Saving Account, Branch Code: 6379, GST No. (for EBG making): 10PTNA01670E1DB
- c) The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement.
- d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e) Bidders who are eligible to be exempted from depositing EMD according to the Bihar-Purchase-Preference-Policy-2024 should submit documentary proof thereof along with technical bid online through e- proc2 portal. Bidder must submit an undertaking on its letterhead regarding exemption as per Bihar-Purchase-Preference-Policy-2024.
- f) The bid / proposal submitted without EMD or without claim of exemption, mentioned above, will be summarily rejected without providing opportunity for any further correspondence to the bidder concerned.
- g) The EMD maybe forfeited:

- i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- ii) In case of successful bidder, if the bidder
 - a) If a bidder fails to sign the contract in accordance with the terms of the bid documents
 - b) Bidder fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the client
 - c) Fails to refuse to honour his own quoted prices for the services or part thereof.

10. Bid Validity

All bids should remain valid for a period of 120 days from the last date of submission of Bids and Directorate of Museum reserves the right to reject a bid valid shorter than 120 days considering as non- responsive without any correspondence. In special circumstances, Directorate of Museum may solicit extension of the period of validity from a bidder.

In case of breach of contract or in the event of not fulfilling the minimum requirements /statutory requirements, the client shall have right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor/service provider and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority of the office of the client.

The contract may be renewed for further period, at the discretion of this office based on satisfactory services provided by and willingness of the contractor. However, the contractor has to provide services at the same rate for the period upto finalization of new contract.

11. General Terms and Conditions

Note: Bidders should read these conditions carefully and comply strictly while submitting their tenders.

- a) The Financial Bids of only those bidders who are shortlisted based on the General-cum-Technical Bid evaluation shall be opened. The bids shall be opened on the scheduled date and time in the presence of available bidders or their authorized representatives, and no postponement shall be made due to absence of any bidder. The Financial Bid shall remain valid for a minimum period of two years from the date of tender opening for the purpose of placing the initial work order.
- b) Directorate of Museum reserves the right to cancel/abrogate the whole or a part of this tender document without assigning any reason (s).
- c) In the event the Bidder/company or the concerned division of the Bidder's Company is taken over/ bought over by another company, all the obligations under the agreement with Directorate of Museum, should be passed on for compliance by the new company in the negotiation for their transfer.
- d) The Bidder will have to enter into written agreement with Directorate of Museum for honoring all aspects of fair-trade practices in executing the purchase orders placed by Directorate of Museum by responding to this tender.
- e) Directorate of Museum will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- f) Directorate of Museum reserves the right to reject any or all the tenders without assigning any reason whatsoever Directorate of Museum would not be under obligation

to give any clarification to such rejected tenders. Directorate of Museum may decide not to procure any particular item even after opening the bids.

- g) The bidder should quote prices in Indian National Rupees (INR) for each category of manpower. If the rate is not quoted for all the category of manpower, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder.
- h) The rate quoted shall be firm and final. The price should be all inclusive of all i.e. minimum wages, EPF, ESIC, Uniform and Liveries, Gratuity, Bonus, Substitute and other statutory changes arising from time to time.
- i) At the time of the payments of the bills, the income tax and any other tax/duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- j) All disputes arising out of or in connection with this tender shall be subject to the exclusive jurisdiction of the courts within the geographical and administrative limits of Patna, Bihar

12. Technical Bid Evaluation

- a) The technical bids shall be evaluated based on the available documents submitted by the Tenderers/Bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers/Bidders, the Directorate of Museum, Bihar may, at its discretion, ask Tenderers/Bidders for a clarification of their bid. Any clarification submitted by a Tenderer/Bidder that is not in response to a request by the Directorate of Museum, Vikas Bhawan, New Secretariat, Patna, Bihar-800014 shall not be considered. The request of Directorate of Museum, Vikas Bhawan, New Secretariat, Patna, Bihar-800014 for clarification and the response shall be in writing only via email as per mentioned timeline and format.
- b) If Tenderer/Bidder does not provide clarifications of their bid by the date and time set in the request of the Directorate of Museum, Vikas Bhawan, New Secretariat, Patna, Bihar-800014 for clarification, their bid may be rejected.
- c) The tender committee of the Directorate of Museum reserves the right to cross-check the correctness of data provided by the tenderers/bidders by making necessary enquiries with the concerned departments and/or by site visits as deemed fit.
- d) The technical bid evaluation shall be done based on the fulfillment of the basic eligibility criteria as defined in the RFP clause. The agencies are required to provide cross reference details of the supporting documents in claim of each eligibility criteria in the prescribed format.
- e) The technical bid not meeting the essential minimum criteria or any other requirements as per the e-tender document shall be rejected and corresponding financial application shall not be opened.
- f) The Tenderer/Bidder who qualified in the technical evaluation stage shall be intimated about the date & time of financial bid opening through portal.
- g) client also reserve right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder eligibility criteria document required.

Jan 2017

13. Financial Bid (Price Bid) Opening & Evaluation Procedure

- The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- The price quoted by the respective Tenderers/bidders shall first be scrutinized /checked for compliance with the lowest price (L1) offer by the bidder for providing manpower services.
- In case of two or more bidder quote the same L1, i.e. lowest financial bid the selection of successful bidder shall be made through a lottery/draw of lots in a fair and transparent manner.
- The financial bid evaluation committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability.
- Any statutory liabilities arising on account of bonus, id applicable shall be borne by bidder and no additional payment shall be made by the department on this account.

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

14. Pre-Qualifications (PQ) Criteria

The Bidder must meet the following pre-qualification requirements to become eligible for further Technical and Financial Evaluation.

The Bidder must possess the requisite experience, strength, and capabilities to provide the services necessary to meet the requirements described in the RFP. The invitation to the bids is open to all the Bidders who qualify the below eligibility criteria:

#	Eligibility Criteria	Supporting Documents
1.	Legal Valid Entity-Bidder should be either: - A company registered under the Indian Companies Act, 2013/1956 - OR - A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 - OR - A partnership firm registered under the Indian Partnership Act, 1932 - OR - Proprietorship Firm Note: Joint Venture/ Consortium is not allowed	Self-attested copy of Registration Certificate under any of these Act: - A company registered under the Indian Companies Act, 2013/1956 - OR - A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 - OR - A partnership firm registered under the Indian Partnership Act, 1932 - OR - Bihar Shops and Establishment Act, 1953 - OR - MSME Act, 2006

2	Registration -Bidder should be registered with: (a) The bidder should be with Goods and Service Tax and also registered under the labour laws under Bihar Jurisdiction. (b) The income Tax, Employee Provident Fund Organization, Employees State Insurance Corporation under Bihar Jurisdiction.	(a) Self-attested copy of GST Registration Certificate and valid labour license Certificate both under Bihar Jurisdiction. (b) Self-attested copy of PAN, EPF Registration, ESIC Registration and ITR for the financial year 2022-23, 2023-24 and 2024-25.
3	Establishment: The bidder must have its registered office actively located in Patna, Bihar. The bidder should submit documentary proof for the same	copy of documentary proof for registered office located in Patna, Bihar Electricity bill in the name of agency shall only be acceptable
4	The bidder should have implementation experience of manpower supply with respect to State/Central government department or semi government organization during the last five years as per following details: - One similar completed project cost in not less than the amount equal to 80% of the estimated Value (Rs. 2.52 Crore) OR Two similar completed projects not less than the amount equal to 50% of the estimated cost (Rs. 1.57 Crore) OR Three similar completed services costing not less than the amount equal to 40% of the estimated cost (Rs.1.26 Crore)	Self-attested copy of Work Order along with Experience Certificate of Completed work. Note: Total amount of work must be explicitly mentioned in one of above two documents.
6	Bidder's average annual turnover must be INR 3.00 Crores or above for the last three financial years (2022-23, 2023-24 and 2024-25) in related services of providing manpower.	Self-attested copy of Audited Balance Sheet and Annual Turnover Certificate (both issued by Chartered Accountant with UDIN) clearly mentioning the turnover for security services.
7	The bidder shall submit an undertaking of not being blacklisted, insolvent or convicted of any criminal offense pending as on date of bid submission	Notarized affidavit on a stamp paper of Rs.100/- stating that the firm has not been blacklisted and that its business dealings with any Government / Ministry / Department have not been banned as per the format mentioned in the bid.

Note: 1- All supporting documents must be page numbered and serialized as per annexure- II

2- The bidder who are eligible to be exempted from depositing EMD according to Bihar-Purchase-Preference-Policy-2024 should submit documentary proof thereof along with technical bid online.

15. Qualifying Criteria for Technical Bid

- a) Prior to the detailed evaluation of the Technical Bids, the Directorate of Museum shall determine whether each bid is: -
- complete
 - is accompanied by the required information and documents
 - are substantially responsive to the requirements set for thin the RFP documents.
- b) Only those Bidders, who fulfill all the Preliminary Eligibility Criteria / requirements mentioned in the bid, shall be eligible and qualified for technical scrutiny
- c) Directorate of Museum may, in its sole discretion, waive any informality or nonconformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- d) Financial bids of only those bidders will be opened whose technical bid complies with the requirements mentioned in the RFP document.

16. Security Deposit/Performance Bank Guarantee

The financially successful bidders, shall be required to give Security Deposit (performance bank guarantee) of an amount equivalent to 10% of the order value within 15 days of issuance of Lol/ work order. Security Deposit will be in the form of Bank Guarantee of any Nationalized / Scheduled Bank drawn in the name of Department of Art and Culture, Patna, Bihar valid till the tenure of the project.

- i) Directorate of Museum will have the right to invoke the BG without assigning any reasons if the selected vendor defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders will be cancelled.
- ii) The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of contract.
- iii) In the event where in the contract is extended by Directorate of Museum beyond 1 years, the selected Vendor shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of contract by Directorate of Museum.
- iv) The performance Security can be forfeited in the event of any breach or negligence or non-observance of any terms/condition of the contract or for unsatisfactory performance or for non-acceptance of the work order

17. Financial Proposal

Based on the technical proposal submitted by bidders, only the bidders qualifying in above technical process will be further considered for financial bid evaluation.

In the event that there are 2 or more proposals have offered the same lowest price, process of selection will be through lottery system. The successful Bidder would be awarded the letter of Intent followed by Work Order (s).

18. Penalty

Rate of Recovery towards Short Supply of Manpower, Equipment and Non-Compliance of Contract Conditions

S. No.	Nature of Default	Penalty / Recovery
1	Delay in disbursement of wages beyond 7 days from the end of the wage month	₹ 5,000 per day × number of days of delay (maximum upto 50000/-)
2	Short supply of manpower against approved deployment (beyond 24 hours)	₹ 500 per person per day × number of days
3	Non-compliance of tender terms and conditions	₹ 5,000 per month of non-compliance
4	Indiscipline or misconduct during duty hours, including violation of code of conduct	₹ 5,000 per incident

19. Confidentiality

As used herein, the term "**Confidential Information**" means any information, including information created by or for the other party, whether written or oral, that relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques, systems, or information concerning the business or financial affairs, methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, or security procedures of either party or its affiliates, or any client of either party.

It is the express intent of the parties that all business processes, methods, technical know-how, or proprietary practices used by the **Selected Agency (Bidder)** in rendering services under this Agreement shall be treated as the **Confidential Information** of the Bidder.

The Bidder shall:

- Not disclose to any third party, and shall keep confidential, the terms and conditions of this Contract Agreement, any amendment thereof, and any annexure or attachment thereto.
- Not disclose or make available to third parties any information provided by or on behalf of the Department that ought reasonably to be treated as confidential and/or proprietary, except as otherwise permitted under this Agreement.
- Confidential Information may, however, be disclosed by either party to the extent that:
 - it is or becomes public other than through a breach of this Agreement,
 - it is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party,
 - it was known to the receiving party at the time of disclosure or is thereafter created independently,
 - it is disclosed as necessary to enforce the receiving party's rights under this Agreement, or
 - it must be disclosed under applicable law, legal process, or professional regulations.

Handwritten signature

The obligations of confidentiality shall remain valid and binding for a period of **three (3) years** from the date of termination or expiry of this Contract

20. Limitation of Liability

The selected bidder (and any others for whom Services are provided) shall not recover from bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

21. Termination

Either Party may terminate this Agreement by giving 30 days prior information notice to the other party. Upon termination bidder shall be entitled to receive payments of the Services performed, working progress and expenses incurred by it, till the date of such termination.

22. Dispute Resolution

If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to Department of Art and culture,

- a) First Dispute Resolution authority will be Secretary, Department of Art and culture.
- b) If the dispute is not resolved under the 1st stage, then, the arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
- c) The place of arbitration shall be the ***Patna or under The Jurisdiction of High Court Patna Bihar.***
- d) The arbitrator's award shall be substantiated in writing and binding on the Parties.
- e) The proceedings of an arbitration shall be conducted in English language.

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Annexture

-I

Acceptance of Tender Conditions (Manpower Services Tender)

To,

The Director
Directorate of Museum
Department of Art & Culture
Government of Bihar, Patna

Subject: Acceptance of Tender Conditions for Providing Manpower Services
Sir/Madam,

We, [**Name of the Bidder / Firm / Agency**], having our registered office at [**Full Address**], hereby submit our acceptance of all the terms and conditions, specifications, eligibility requirements, and instructions contained in the Notice Inviting Tender (NIT) and the Tender Document issued by the Directorate of Museum, Department of Art & Culture, Government of Bihar, for providing Manpower services through the Bihar Government e-Procurement Portal. We confirm that we have carefully read and fully understood all the provisions of the tender document and agree to abide by the same unconditionally. We further undertake that:

1. We shall strictly comply with all statutory requirements, labour laws, and applicable government regulations during the contract period.
2. We agree that the Manpower personnel requirement indicated in the tender is indicative and may increase or decrease during the contract period as per administrative exigencies, without any claim for compensation.
3. We accept that the decision of the Competent Authority of the Directorate of Museum shall be final and binding in all matters related to this tender.
4. We confirm that all information and documents submitted by us in the Technical and Financial Bids are true and correct to the best of our knowledge.
5. We understand that submission of false or misleading information may lead to rejection of our bid and termination of contract, if awarded.

This letter is submitted as a token of our unconditional acceptance of the tender conditions.
Thanking you.

Yours faithfully,

For [Name of the Bidder / Firm / Agency**]**

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Seal of the Agency

Date: _____

Place: _____

Handwritten signature

Annexture-II

Index/ Table of Content

Sl. No.	Documents required as per Tender Conditions	Submitted (Yes/No)	Page No.
1	Self-attested copy of Registration Certificate.		
2	Self-attested copy of GST Registration Certificate under Bihar Jurisdiction		
3	Self-attested copy of valid labour license Certificate under Bihar Jurisdiction		
4	Self-attested copy of PAN		
5	Self-attested copy of EPF Registration Certificate		
6	Self-attested copy of ESIC Registration Certificate		
7	Self-attested copy of ITR of last three financial year 2022-23, 2023-24 and 2024-25.		
8	Self-attested copy of Work Order under Govt./PSU's from FY-2021-22 to 2025-26		
9	Experience Certificate of Work Completion in the department under Govt./PSU's from FY-2021-22 to 2025-26		
10	Self-attested copy of Annual Balance Sheet (audited by Chartered Accountant with UDIN) for the completed three financial years 2022-23, 2023-24 and 2024-25		
11	Self-attested copy of Annual Turnover Certificate for the completed three financial years 2022-23, 2023-24 and 2024-25 (audited by Chartered Accountant with UDIN)		
12	Notarized affidavit on a stamp paper of Rs.100/- stating that the firm has not been blacklisted and that its business dealings with any Government / Ministry / Department have not been banned as per annexture-III		
13	EMD		
14	Annexure-I		
15	Annexure-II		
16	Annexure-III		
17	Annexure-IV		
18	Annexure- V		
19	Exemption requested or not (if Yes, required Documents and undertaking submission is essential)		

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Seal of Firm/Agency: _____

Date: _____

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Annexure-III

Declaration of not being blacklisted / debarred

(To be submitted on the letterhead of the tenderer)

I/We, [Name of the Bidder / Agency], having registered office at [Full Address], do hereby solemnly declare and certify the following for the purpose of participating in the tender for providing Manpower Services on contractual basis at Buddha Samyak Darshan Museum-Cum- Smriti Stoop, Vaishali (Bihar) :

1. That I/We have not been blacklisted, debarred, or barred or insolvent or convicted of any criminal offense pending as on date of bid submission from participating in any tender or contract by any Central/State Government Department, Public Sector Undertaking, Autonomous Body, or any other institution in India.
2. That I/We have not been terminated or had services stopped prematurely in any previous contracts for reasons related to non-performance, misconduct, or unethical practices.
3. That all information and documents submitted in support of this declaration are true, correct, and genuine.
4. That in the event of any information being found false or incorrect, I/We understand that the tender submitted by us may be rejected and the Art and Culture Department, Bihar shall have the right to take any appropriate action, including forfeiture of EMD/security deposit and/or blacklisting.

We understand and accept the terms of this declaration.

Authorized Signatory: _____

Name & Designation: _____

Seal of the Agency: _____

Date: _____

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Annexure-IV: FINANCIAL BID

For Manpower Services at Buddha Samyak Darshan Museum-Cum- Smriti Stoop, Vaishali (Bihar)

A. Schedule of Rates

Type of Service	Days of duties	No. of persons	wages per day per person (In INR)	Monthly wages per person (for 26 days) (In INR)	EPF @ 13 %	ESI@3.25%	Total Monthly wages per person (In INR) (f+g+h)	Monthly Cost of all persons (In INR) (d * i)	Total annual Cost (In INR) (j * 12)
(a)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Grass Cutter Mali (Unskilled)	26	09							
Mali Helper (Semi Skilled)	26	30							
Mali (Skilled)	26	10							
Supervisor Gardener (Skilled)	26	01							
Sweeper (Unskilled)	26	73							
Supervisor Housekeeping (Skilled)	26	02							
Carpenter (Skilled)	26	02							
Data Entry Operator (Skilled)	26	05							
Office Boy (Unskilled)	26	04							
Driver e-cart (Semi Skilled)	26	02							
Total (In INR)									
Service Charges (.....%)									
Total Cost Including Service Charges (In INR)									
GST@18%.....									
Grand Total (INR in round figure)									

B. Important Notes

- Unrealistic or unviable financial bids shall not be accepted.
 - Contractor's Service / Administrative Charges must be more than 3.85% to 7% of the consolidated wages.
 - Wages shall be paid in accordance with the applicable minimum wage notification issued by the government of Bihar(Labour Recourse Department) based on the category of manpower

- engaged (Semi skilled/skilled/unskilled)the wages shall be inclusive of all statutory obligation such as EPF, ESI, and other applicable allowances as per prevailing norms.
2. Quoting in fraction of a rupee is not permitted.
 3. All figures must be clear, legible, and without overwriting or interpolation.
 4. Wages should not be less than the minimum wages rate as issued by Labour Resource and Migrant Workers Welfare Department, Bihar effectively on 01.04.2026

Declaration

I/We hereby certify that the above rates are quoted in accordance with the tender conditions and statutory provisions and that no additional charges shall be claimed beyond the rates quoted above.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Seal of Firm/Agency: _____

Date: _____

Note:-

Total cost includes all the costs such as travel, medical, Insurance etc. to be borne by the selected bidder/agency. Department will not pay any additional amount to be incurred in the project.

Handwritten signature

Annexure-V:- BANKGUARANTEE

Format of Performance Bank Guarantee (BG)

(On non-judicial stamp paper of appropriate value in the name of the Executing Bank)

From:

Name and Address of the Bank: _____

To:

The Director, Directorate of Museum,
Department of Art and Culture, Government of Bihar
Vikas Bhawan, New Secretariat, Bihar, Patna - 800015

Bank Guarantee No.: _____

Date: _____

Beneficiary: Directorate of Museum, Department of Art and Culture, Government of Bihar
Vikas Bhawan, New Secretariat, Bihar, Patna - 800015

At the request of M/s _____ (hereinafter referred to as "the Contractor"),
having its registered office at _____, we, _____ (Name of
Bank), hereby irrevocably and unconditionally guarantee to pay the Beneficiary an amount not
exceeding Rs. _____ (Rupees _____ only) towards due performance of the contract
awarded under Tender/RFP No. _____ dated _____ and subsequent amendments, if any.

This Bank Guarantee shall remain valid for a period of _____ months from _____ to
_____, and shall include a claim period of three months thereafter. Any claim under this
guarantee must be received by us in writing on or before the expiry date, failing which this
guarantee shall automatically stand discharged.

This guarantee may be renewed or extended upon written request of the Contractor and with
consent of the Beneficiary prior to its expiry.

Notwithstanding anything contained herein:

- a) Our total liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____
only)
- b) This Bank Guarantee shall remain valid up to _____ (date).
- c) We shall be liable to pay the guaranteed amount or any part thereof upon receipt of a written
demand from the Beneficiary stating that the Contractor has failed to perform contractual
obligations
- d) The decision of the Beneficiary regarding breach of contract shall be final and binding on the
Bank.
- e) This guarantee is unconditional and payable on first written demand without proof or
justification.

For and on behalf of the Bank

Authorized Signatory: _____

Name & Designation: _____

Bank Seal & Address: _____

Date: _____

Handwritten signature