

**DIRECTORATE OF CULTURE
(DEPARTMENT OF TOURISM, ART, CULTURE, SPORTS & YOUTH
AFFAIRS)
(GOVERNMENT OF JHARKHAND)**

**REQUEST FOR PROPOSAL
FOR
SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND
MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA
BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE,
RANCHI.**

Dated : 01/06/2018

**Directorate of Culture
(Department of Tourism, Art, Culture, Sports & Youth Affairs)
3rd Floor, M.D.I. Building, H.E.C. Campus, Ranchi
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1. SECTION 1:- INTRODUCTION

1.1 Background

- 1.1.1 The State of Jharkhand is endowed with immense bio-diversity, moderate climate, rich cultural and historical heritage, religious places of worship and ethnic aspects to make the State the ultimate destination for tourists. Jharkhand is full of surprises. Archaeologists have unearthed pre-Harappan pottery, and pre-historic cave paintings and rock-art, that hint at ancient, cultured civilizations inhabiting these parts. Jharkhand is known for its wood work, bamboo works, pitkar paintings, tribal ornaments and stone carving. The beautifully carved wood products and bamboo products show the craftsmanship of the people.
- 1.1.2 With an endeavor for promotion of art and culture of Jharkhand State, Directorate of Culture (DoC) intends to issue this Request for Proposals (RFP) to select a reputed agency (for a period of three years) for Selection of Agency For Landscaping, Gardening and Maintenance of Campus of Dr. Ram Dayal Munda Kala Bhawan, State Museum, Hotwar, Ranchi & Audrey House, Ranchi. Period may be extended on yearly based on satisfactory performance and mutually agreed terms and conditions.
- 1.1.3 RFP document is available at website :www.jharkhand.gov.in under Tender Section or Interested parties may contact “Directorate of Culture (DoC), M.D.I. Building, H.E.C. Dhurwa, Ranchi”. and submit their Proposals before due date.
- 1.1.4 **Earnest Money Deposit (EMD) cum Performance Security amounting of Rs. 50,000/- (Rupees Fifty Thousand only) as Bank Draft in favour of “Secretary, Jharkhand Kala Mandir, Ranchi”** from any Nationalized / scheduled bank, payable at “**Ranchi**” along with bid documents.
- 1.1.5 The scope of services to be provided by the Agency are general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP and work order. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope of services shall be as stated in **Annexure-1**.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in RFP or DoC’s rights to amend, alter,

change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DoC.

- 1.1.7 DoC shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and any addenda issued subsequent to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by DoC, and all Proposals shall be prepared and submitted in accordance with such terms.

1.2 Brief Description of Selection Process

DoC has adopted a single stage selection process (referred to as the "**Selection Process**") for identifying a suitable Agency for Three years. DoC invites eligible Bidders to submit their Proposals in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Culture (DoC) office upto 22/06/2018 12:00 hrs in accordance with the terms of this RFP document.

Contact Information & Address for communication:-

The Director

Directorate of Culture

(Department of Tourism, Art, Culture, Sports & Youth Affairs)

Room no. 310, 3rd Floor, M.D.I. Building, H.E.C. Campus, Ranchi - 834004

Phone: 0651-2401917

E-MAIL: dirjharkhandculture@gmail.com

- 1.2.1 During this Bid Stage, Bidders are invited to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Right.
- 1.2.2 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

1.3 Schedule of Selection Process

DoC shall endeavour to adhere to the following schedule:

Date and time of sale of Tender Document	02/06/2018 till 15:00 Hrs
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Last date for submission of Proposals (the “ Proposal Due Date ”)	22/06/2018 12:00 Hrs
Date, Place and time of opening of Technical Proposal and Financial Proposals	22/06/2018 15:00 Hrs at Directorate of Culture (Department of Tourism, Art, Culture, Sports & Youth Affairs) 3rd Floor, M.D.I. Building, Room no. 310, H.E.C. Campus, Ranchi Phone: 0651-2401917 E-MAIL: dirjharkhandculture@gmail.com
Validity of Proposals	180 days from the Bid Due Date
Cost of Tender Document	The bidder shall have to deposit amounting of Rs. 5,000/- (Rupees Five Thousand only) as Bank Draft in favour of “Secretary, Jharkhand Kala Mandir, Ranchi, payable at Ranchi as cost of tender document. This shall be non-refundable. Agency will submit in technical bid.
Earnest Money Deposit	The bidder shall have to deposit amounting of Rs. 50,000/- (Rupees Fifty Thousand only) as Bank Draft in favour of “Secretary, Jharkhand Kala Mandir, Ranchi” payable at Ranchi.

2. SECTION 2:- INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

2.1.1 In order to participate in the Selection Process, the Bidder’s should be a single business entity (the “Single Business Entity”). The term Bidder used herein would apply to a Single Business Entity.

A Single Business Entity shall mean a company incorporated under Companies Act, 1956/2013 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

Note:

1. No Consortium or Joint Venture is allowed to participate in the Selection Process
2. If the Bidder is:
 - i. A company should furnish copy of the certificate of incorporation and

memorandum of association as a proof of identity.

- ii. A sole proprietorship firm, and a Limited Liability Partnership firm should furnish copy of the registration certificate, Sales/VAT registration/Service tax and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- iii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.

2.1.2 A Bidder is required to fulfill the criteria specified below. Any Bidder who does not meet the criteria set out below shall be disqualified.

A. Technical Specification

- a) The Bidder must have minimum 5 years of experience in Landscaping, Gardening and Maintenance in India for any government department/organizations and should have own Standard Nursery.
- b) The Agency / Firm should have experience in the maintenance of at least 20 thousand sq.mt. per annum in last five financial years in India for any government department/organizations.
- c) The Bidder must be registered in India. (supporting documents must be furnished) Should have GST and PAN Registration.
- d) The bidder must provide proof of Income Tax paid for in the last three financial years 2014-15, 2015-16 and 2016-17.
- e) Firms shall be single entity. Consortium/Joint Venture are not allowed to participate in the selection process.

B. Financial Specification

- a) The Bidder must have achieved an average Annual Turnover of Rs. 50 (Fifty Lakh Only) during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Bidder during last 3 years shall be divided by 3. Turnover certificate must be issued by Chartered Accountant.

2.1.3 Any Agency which has been barred by the Central Government/Government of Jharkhand or any entity controlled by them, from participating in any

project/provision of service and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

2.1.4 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Bidder.

2.1.5 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix-VI**, authorising the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor or a duly authorized person, the Power of Attorney is required to be submitted in the format at **Appendix- VI**
- (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Company.

2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

2.3 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Selection Process. DoC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Right to Accept any Proposal and to Reject any or all Proposals

2.4.1 DoC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons thereof.

2.4.2 DoC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of DoC to undertake such verification

shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DoC thereunder.

2.5 Conflict of Interest

2.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DoC shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to DoC for, inter alia, the time, cost and effort of DoC including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to DoC hereunder or otherwise.

2.5.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) a constituent of such Bidder is also a constituent of another Bidder; or
- b) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Bidder.

2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify DoC in writing and e-mail to the address before 7 days of due date of submission of bid. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: RFP for “SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI”.

2.6.2 The responses will be provided in Directorate of Culture (DoC) Office without identifying the source of the enquiry. However, DoC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DoC to respond to any question or to provide any clarification.

2.6.3 All clarifications and interpretations issued by DoC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DoC or its employees or representatives shall not in any way or manner be binding on DoC.

2.7 Amendments to RFP

- 2.7.1 At any time prior to the Proposal Due Date, DoC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda will be available from Directorate of Culture (DoC) Office. Any Addenda issued will be available from Directorate of Culture (DoC) and the same shall be binding on the Bidders.
- 2.7.2 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, DoC may, at its discretion, extend the Proposal Due Date.

2.8 Payment Schedule

- 2.8.1 No advance shall be given.
- 2.8.2 50% of the cost of plants & flowers after plantation & survival of plants for 15 days.
- 2.8.3 30% of the cost of above items shall be released after one month of plantation only for plants & flowers which shall survive.
- 2.8.4 20% in proportion to survival after the flowering season or 6 months, whichever is earlier.
- 2.8.5 100 % of the cost of maintenance work & plant materials shall be paid on the first week of every month which is due for a month.
- 2.8.6 Potted plants shall be properly placed as per shades or light loving nature of the plants.
- 2.8.7 All payment will be made after submission of satisfactory completion certificate received from DoC for each work/months. Submit along with the bill and supporting documents.

3. PREPARATION AND SUBMISSION OF PROPOSAL

3.1 Language and Currency

- 3.1.1 The Proposal and all related correspondence and documents shall be written in English language. supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.2 Validity of Proposal

- 3.2.1 The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"), in the format set out

in **Appendix-1**. DoC reserves the right to reject any Proposal that does not meet this requirement.

3.2.2 Prior to expiry of the Proposal Validity Period, DoC may request the Bidders to extend the period of validity for a specified additional period.

3.2.3 The Selected Bidder shall, where required, extend the validity of the Proposal till the date of completion of services as per scope of work.

3.3 Earnest Money Deposit

3.3.1 The Bidder shall furnish an Earnest Money Deposit of **Rs. 50,000/- (Rupees Fifty Thousand only)** as Bank Draft in favour of “**Secretary, Jharkhand Kala Mandir**” payable at “**Ranchi**” along with bid documents. DoC shall not be liable to pay any interest on the EMD so made and the same shall be interest free.

3.3.2 The EMD amount shall remain valid for a period of 90 (ninety) days from the Proposal Due Date, or beyond any period of extension subsequently as determined by DoC from time to time. The Proposal shall be summarily rejected if it is not accompanied by the EMD.

3.3.3 The EMD shall be returned to the unsuccessful Bidders after selection of the Selected Bidder. The EMD submitted by the Selected Bidder shall be retained as till EMD validity. As per instruction of DoC, the selected bidder shall be required to extend the validity of the demand draft.

3.3.4 The EMD shall be forfeited, if the Bidder:

- i. furnishes any information or document which is misleading or untrue in any material respect;
- ii. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified; and
- iii. Unable to accept the work order after selection, withdraws its bids after due date

3.4 Performance Security

3.4.1 The Selected Agency shall for due performance and fulfillment of the terms of the LOI/Work Order furnish to DoC, an unconditional and irrevocable Performance Bank Guarantee not exceeding 5% of the total LOI/Work Order Price quoted by the Selected Agency. The Performance Security Guarantee is required to be taken from a Nationalized Bank or a Scheduled Bank in India, drawn in favour of “**Secretary, Jharkhand Kala Mandir**” payable at “**Ranchi**”. The Performance Security Guarantee will be payable on demand and be valid for a period of 42 Month (Forty Two Months) from the date of signing the LOI/Work Order with the Authority.

3.4.2 The Performance Security shall be forfeited, if the Bidder:

- i. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified; and
- ii. Unsatisfactory performance, poor work

3.5 Bidder's Responsibility

3.5.1 It shall be deemed that prior to the submission of Proposal, the Bidder has:

- a) made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document;
- b) received all such relevant information as it has requested from DoC ; and
- c) made a complete and careful examination of the various aspects of the Assignment.

3.5.2 DoC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.6 Format and Signing of Proposal

3.6.1 Bidders would provide all the information as per this RFP in the specified format(s). DoC would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

3.6.2 All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Signatory as detailed below:

- (a) by a duly authorized person holding the Power of Attorney, in case of a Company; or
- (b) by the proprietor or a duly authorized person holding the Power of Attorney, in case of a sole proprietary firm.

3.7 Submission of Proposals

3.7.1 The bidders shall be required to submit a “**Technical & Financial Bid**” in separate sealed envelopes put in a bigger sealed envelopes super scribed as “**RFP FOR SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI.)**”.

3.7.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Culture office upto 22/06/2018 12:00

hrs on the Proposal Due Date as indicated. The documents accompanying the Proposal(s) submission shall include:

A. “Technical Proposal”, consisting of the following: (Envelope-1)

- a. Letter of Proposal in the prescribed format at **Appendix - I**;
 - b. Details of Bidder in the prescribed format at **Appendix – II**;
 - c. Financial Capacity of the Bidder in the prescribed format at **Appendix – III**;
 - d. Experience of the Bidder in the prescribed format at **Appendix – IV**.
 - e. Self-declaration in the prescribed format at **Appendix – V** for not being blacklisted
 - f. Power of Attorney for signing of Proposal in the prescribed format at **Appendix – VI**;
- In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
 - In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of either the registration certificate, Sales/VAT/Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - In case of a registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
 - Copy of the Bidder’s duly audited annual reports for the preceding 3 (three) Financial Years (Along with CA Certificate).

B. “Financial Proposal:- (Envelope-2)

- a. The Financial Proposal in the prescribed format at **Appendix – VII** on the letter head of the Bidder and signed by the authorised signatory.

3.7.3 The Financial Proposal should specify the total amount of service fee (the “Service Fee”) exclusive of GST/any other applicable taxes required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total Service Fee in both figures and words, and signed by the Agency’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.7.4 Bidders may note that DoC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to

have accepted the terms and conditions of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- 3.7.5 DoC reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.
- 3.7.6 Part 'A' (Appendix - VII) contains the type of plants, flowers and planting materials that may be used for plantation in due course.
- 3.7.7 The bidder will have to give the financial quote (unit price and total cost) of each of the items given in Annexure 'I'. The total cost of all the items will be part 'A' of the Financial Bid.
- 3.7.8 For maintenance works of Garden Flowers (both seasonal & perennial), Lawns, Plants (trees, shrubs & hedge), potted plants, flowers bed, ground covers & careful collection & disposal of dead leaves, dried seasonal flowers, pruned branches & others from inside and outside the premises, the cost should be fixed accordingly per month. Bidder has to quote monthly basis for maintenance works for 36 months.
- 3.7.9 Total amounts of price bid shall be divided in two parts : As Part 'A' & Part 'B'.
- 3.7.10 In Part 'A' Total cost of all items given in Annexure 'I'.
- 3.7.11 In part 'B' - Cost of maintenance works of lawn & flowers (both perennial & seasonal) plants, flowers bed & others shall be given in per month for three year. (Areas shown in Annexure 'II').
- 3.7.12 Bidder must quote rates for all the items of price bid 'A' & 'B'. If inadvertently a bidder misses to quote rate against an item / items, in that case highest rate quoted in the tender against that item / items will be considered for evaluation, taking into consideration all offers of the tender.
- 3.7.13 Financial Bid will be evaluated in following ways:- Total Financial Bid = (Total Cost of Part 'A' + Total Cost of Part 'B') (Financial evaluation will be done on yearly quote.

3.8 Proposal Due Date

- 3.8.1 Proposals should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Culture (DoC) office upto 22/06/2018 12:00 Hrs on the Proposal Due Date as indicated, in the manner and form as detailed in this RFP Document.

3.8.2 DoC, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with the provisions of this RFP.

3.9 Late Proposals

Applications submitted after the Due Date shall not be entertained. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.10 Modifications/ Substitution/ Withdrawal of Proposals

3.10.1 The Applicants will not allow Modifications/ Substitution/ Withdrawal of Applications after submission of application.

3.10.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will not be allowed.

3.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DoC in relation to, or matters arising out of, or concerning the Selection Process. DoC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. DoC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DoC.

3.12 Clarifications

To assist in the process of evaluation of Proposals, DoC may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation.

4. SECTION 3: EVALUATION OF PROPOSALS

4.1 Opening and Evaluation of Proposal

- 4.1.1 DoC shall open the Proposals on the date specified in **Clause 1.3**, in the presence of the Bidders who choose to attend.
- 4.1.2 DoC will examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- 4.1.3 To facilitate evaluation of Proposals, DoC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 4.1.4 Any information contained in the Proposal shall not in any way be construed as binding on DoC , its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

4.2 Tests of Responsiveness

- 4.2.1 Prior to evaluation of Proposals, DoC will determine whether each Proposal is responsive to the requirements of the RFP.
- 4.2.2 DoC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoC in respect of such Proposal.
- 4.2.3 Bids of a single business entity which are found to be non-responsive shall be rejected.

4.3 Evaluation of Experience of the Bidder

- 4.3.1 The Proposals/Bids received will be scrutinized to assess their eligibility based on the qualifying criteria. Those Proposals/Bids which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.
- 4.3.2 DoC will finalize agencies on basis of their technical credentials. This assessment will be done by a special Selection Committee of DoC.
- 4.3.3 Financial bids of the technically qualified applicants would be opened.

4.4 Evaluation of Financial Proposals

- 4.4.1 The Financial Proposals of only the qualified Bidders shall be opened in the presence of the Bidder's representatives. The name of the Bidder and the proposed financial offer shall be read aloud and recorded.

- 4.4.2 Final Bid shall be evaluated on following basis:- Total Financial Bid = Part ‘A’ + Part ‘B’ of the Financial Bid. Bidders will quote the service fee for one year and same rate will be applicable for next two years, based on the satisfactory performance.
- 4.4.3 For financial evaluation, the Service Fee exclusive of GST/Service Tax/other applicable taxes indicated in the Financial Proposal shall be evaluated.
- 4.4.4 DoC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services mentioned in this RFP is within the total quoted Service Fee shall be that of the Agency.

4.5 Selection of Bidder

- 4.5.1 The Bidder quoted the **Lowest Service Fee (L1) (Yearly Fee)** shall be declared as Selected Agency for a period of three years.
- 4.5.2 In the event that the L1 Bidder withdraws its Bids or is not selected for any reason in the first instance, DOT may invite the second ranked Bidder for negotiations.

4.6 Letter of Award (LOA) / Work Order

- 4.6.1 After selection, a Letter of Award (the “**LOA**”) / Work Order shall be issued, in duplicate, by DoC to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DoC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.7 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time DoC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorised contact by any means with DoC and/ or their employees/ representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. If any attempt by the Bidder

causing extraneous pressure on DoC shall be sufficient reason to disqualify the Bidder.

4.8 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DoC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. DoC, GoJ may also, in its sole discretion, debar the Bidder (including its Associates) in participating in any of the bidding/ tender processes in the state for any time period determined by it.

4.9 Other Conditions

- 4.9.1 In the event – Director, Directorate of Art & Culture is not satisfied with the work the work may be terminated by giving 90 days of notice to the agency.

ANNEXURE-1:- Scope of Work

A. Scope of work for selected agency :-

1. Selected Agency has to do the landscaping and plantation work in whole area of Kala Bhawan, State Museum, & Audrey House.
2. The selected agency has to supply all gardening materials, do the plantation work and maintain all the plants and lawns inside and outside of the Jharkhand Kala Bhawan, State Museum, Hotwar, Ranchi & Audrey House, Ranchi for three years.
3. Selected agency has to procure all seasonal flowering plants & do the plantation at the designated sites.
4. Selected agency has to keep his own work force for gardening & maintenance work.
5. Daily watering, Hoeing, weeding & all maintenance works shall be the responsibility of the bidder.
6. In case of house plants (potted plants) it shall be supplied in earthen pots (Gamlas) not less than 12" height. The plant height must be not less than 18". The pots sizes & colour should be uniforms and should contain uniform base for each pots.
7. Seasonal flowers of different varieties has to be grown in different seasons. Preparation and maintenance of beds shall be the responsibility of the selected agency. Selected Agency will have to supply manure, fertilizer etc. for maintenance of beds. Work plan for the same will be finalized with consultation with DoC.
8. Plants & flowers must be of good breed and quality.
9. Ground maintenance will be done by the selected bidder.
10. The bidder shall have all related infrastructures such as trained work force, grass-cutting machines, garden equipments etc.
11. The bidder has to give detail of work force and supervisors, list of machines & equipments they shall keep for plantation and maintenance.
12. The bidder do the landscaping work with the consultation to Director, Culture.
13. Responsibility arrangement and management of Supply of Water, Power should be responsibility of the selected agency.

14. For any other work in addition to the scope of work shall be paid to agency as per Prorata Basis rate and shall be paid over and above the quoted amount with the consultation of DoC.

5. SECTION 4:- FORMATS FOR SUBMISSION OF PROPOSAL

5.1 Appendix – I – Letter of Proposal

(On the letterhead of the Bidder)

Dated:

To

Directorate of Culture

Department of Tourism, Art, Culture, Sports & Youth Affairs

3rd Floor, M.D.I. Building, H.E.C. Campus, Ranchi

Dear Sir,

Sub: Proposal for “SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI.”

- 1 With reference to your RFP document dated____/____/_____, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices is true and correct.
- 3 I/We shall make available to DoC any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/We acknowledge the right of DoC to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- 5 I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Services, without incurring any liability to the Bidders.
- 6 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DoC in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
- 7 I/We offer a tender fee of **Rs. 5,000/- (Rupees Five Thousand only)** and EMD of **Rs. 50,000/- (Rupees Fifty Thousand only)** to DoC in accordance with the RFP Document.
- 8 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the activities/ Right is not awarded to me/us or our Proposal is not opened.
- 9 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.

10 I/We agree and undertake that the authorised signatory in Appendix- VI shall represent the company in all matters pertaining to the Selection Process. No third person, consultant, agency shall represent the company in all matters pertaining to the Selection Process.

11 I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

5.2 Appendix – II- Details of Bidder

(On the letterhead of the Bidder)

1.
 - (a) Name:
 - (b) Place of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities for providing the Service

3. Details of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

Note:

The Bidder must submit the following document to establish the legal status along with this Form:

- a. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- b. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate, Sales/VAT/Service tax and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- c. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years.

5.3 Appendix – III – Financial Capacity

Sl. No.	Financial Years	Annual Turnover (Rs.)
1	2014-15	
2	2015-16	
3	2016-17	
	Average Turnover	

Certificate from the statutory Auditor

This is to certify that ----- (name of the Applicant)
has annual Turnover is as shown above the respective years.

Date:

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

(Supporting financial statements and relevant documents are to be furnished.)

5.4 Appendix – IV – Experience of the Bidder

(On the letterhead of the Bidder)

Sl. No.	Particulars	Description
1	Name of the Organization	
2	Address of the contact details of Organization	
3	Details of Work Experience (2016-17, 2015-16 & 2014-15).	
	Sl. No. -01	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	Sl. No. -02	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	(Project details to be furnished in similar Format) Separate sheets may be added)	

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

5.5 Appendix –V- Self Declaration

(Should not have been black listed)

(On the letterhead of the Bidder)

I / We agree that the decision of the Authority in relation to RFP for “**SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI**”, addition or deletion will be final and binding to me / us. I / We confirm that we have not been blacklisted by Central or State Governments & PSUs.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

5.6 Appendix –VI- Format for Power of Attorney for Signing of Proposal

(On Stamp paper of relevant value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “**SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI.**”, proposed by the Directorate of Culture , Government of Jharkhand (the “DoC ”) including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to DoC , representing us in all matters before DoC , signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing DoC in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

1

2

Accepted _____
(Signature)
(Name, Title and Address
of the Attorney)

[Notarised]

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

5.7 Appendix- VII- Format for Financial Proposal
(On the Letter head of the Bidder)

Date:

To
Directorate of Culture
Department of Tourism, Art, Culture, Sports & Youth Affairs
3rd Floor, M.D.I. Building, H.E.C. Campus, Ranchi

Dear Sir,

Sub: Proposal for “SELECTION OF AGENCY FOR LANDSCAPING, GARDENING AND MAINTENANCE OF CAMPUS OF DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI.”

- We are pleased to quote our (Yearly) Services Fee for each category of work in the below mentioned table **PART ‘A’ (VARIABLE ITEMS) and PART ‘B’ (FIXED ITEMS)** (The “**Service Fee**”) for the scope of work for the entire period for the above mentioned Assignment. The Service Fee is exclusive of GST/any other applicable taxes. **Estimated Cost Of Garden Maintenance For A Period Of Three Years at DR. RAM DAYAL MUNDA KALA BHAWAN, STATE MUSEUM, HOTWAR, RANCHI & AUDREY HOUSE, RANCHI.”**

PRICE-BID : PART ‘A’ (VARIABLE ITEMS)

Cost for One Year

Sl. No.	Description of Items	Qty.	Rate (in Rs.)	Amount (in Rs.)
1.	Supplying and stacking of good earth at site including royalty and carriage (earth measured in stack will be reduced by 8 % for voids).	300 Cubic Meters (Cum.)		
2.	Supplying and stacking of manure (cow dung) at site including royalty and carriage (manure measured in stack will be reduced by 5% for voids).	80 Cubic Meters (Cum.)		
3.	Supplying Lawn Grass and Grassing with turfing of specified grass (selection no. 1) including watering with new establishment of sprinkler system for lawn areas only and maintenance of the lawn till the grass forms a thick carpet free of weeds and fit for mowing including mandatory maintenance of lawns for 12 months.	8200 Square Meters (Sq.Mtr.)		
4.	Supply of Fertilizers & Medicine as below :			
	FERTILIZERS :-			
	i) Urea	500 KG		
	ii) D.A.P. (N.P.K.)	300 KG		
	iii) Single Super Phosphet	150 KG		
	iv) Potas	150KG		
	v) Neem Cakes	300 KG		
	vi) Karanj Cakes	300 KG		

	vii)	Bone Meal	150 KG		
	viii)	Organic Mahure (Vermi Compost)	1500 KG		
	ix)	Lime	150 KG		
	INSECTICIDES :				
	i)	Fenvenrate – 20 Ec	8 Ltr.		
	ii)	Celcron	8 Ltr.		
	iii)	Thimite	75 Kg		
	iv)	Humic il	8 Ltr		
	v)	Dhanvan- 20 EC/Dursban- 20 EC	30 Ltr.		
	vi)	Roger	8 Ltr.		
	vii)	Game xin	250 Kg.		
	FUNGICIDES :				
	i)	Bavistin	15 Kg		
	ii)	Diathen M 45	8 Kg		
	iii)	Comi (Total Weeds Killer) or Gramoxon or Excell	15 Ltr.		
5.	Supply & fixing of Seasonal Flowers as below :-				
	FOR SUMMER SEASON				
	i)	Portulaca	800 Pcs.		
	ii)	Compherena	300 Pcs.		
	iii)	Gillardia	300 Pcs.		
	iv)	Zinnia (all variety)	2000 Pcs.		
	v)	Sunflower Double Dward	400 Pcs.		
	vi)	Kochia	2000 Pcs.		
	vii)	Gledulus	800 Pcs.		
	viii)	Balsum	300 Pcs.		
	ix)	Cocks Comb	500 Pcs.		
	x)	Cosmos	1500 Pcs.		
	xi)	Celocia	800 Pcs.		
	FOR WINTER SEASON :				
	i)	Guldaudi	1500 Pcs.		
	ii)	Dehlia	1500 Pcs.		
	iii)	Aster Double	1500 Pcs.		
	iv)	Verbena	800 Pcs.		
	v)	Hazara Marigold	7500 Pcs.		
	vi)	Inka Marigold	2500 Pcs.		
	vii)	Poppy	800 Pcs.		
	viii)	Pitunia	500 Pcs.		
	ix)	Candituff	800 Pcs.		
	x)	Carnation	800 Pcs.		
	xi)	Pansy	800 Pcs.		
	xii)	Geranium (Hybrid)	800 Pcs.		
	xiii)	Gajania	300 Pcs.		
	xiv)	Dianthys	800 Pcs.		
	xv)	Rose	300 Pcs.		
6.	Supply & fixing of Ornamental & Evergreen plants (Indoor & Outdoor) :-				
	i)	Zenedo (Mixed)	100 Pcs.		
	ii)	Arica Palms	150 Pcs.		
	iii)	Cycus Circinalis	30 Pcs.		
	iv)	Crotton (Banglore/Golden)	200 Pcs.		
	v)	Raphis Palms	100 Pcs.		
	vi)	Saplera Green/Golden	250 Pcs.		
	vii)	Duranta Hedge	3000 Pcs.		
	viii)	Begonvillia	150 Pcs.		
	ix)	Aralia (Mixed)	150 Pcs.		
	x)	Cephalus Cadamb	300 Pcs.		

	xi)	Trangular Palm or Foxtail Palm	100 Pcs.		
	xii)	Hamelia Patens	100 Pcs.		
	xiii)	Singonium or Acalypha	150Pcs.		
	xiv)	Fleus Balcki (Topiary)	150 Pcs.		
	xv)	Alstonia Scholaris	150Pcs.		
	Total Cost = Total Cost of Part 'A' (Variable Items) from column No. 1 to 6 will form part 'A' of Financial Bid 'A'.		12 Month		

PRICE-BID PART 'B' (FIXED ITEMS)

SL. No.	Description of Items	Qty.	Rate (in Rs.)	Amount (in Rs.)
1.	Maintenance of lawn including weeding, cheeling the grass from the ground top dressing with sludge or manure of the same with the forked soil watering & maintenance of lawn for to keep healthy & rich growth free from weeds & disposal of rubbish as per directed including supplying good earth if needed but excluding cost of good earth, sludge, manure etc. as per direction of Department.	Per month entire campus (Area: 25000 Sq. Mtrs)		
2.	Careful tending and maintenance of all trees, shrubs, hedge including hoeing, water, pruning unwanted branches and treating soil with manure applying pesticides, insecticides, fungicides, anti termite treatment etc.	Per month entire campus (No. of Tree, Shrubs & Hedge 4000Pcs.)		
3.	Careful collection and disposal of dead leaves dried seasonal flowers plants, purned branches of hedge trees, shrubs, collected from inside & outside the premises.	Per month entire campus (Area : 25000 Sq. Mtrs.)		
4.	Careful maintenance of potted plants both indoor & outdoor is to be done by cleaning, mopping of the pots and leaves of the plants, Watering, manuring, pruning, hoeing, weeding of unwanted growth etc. and painting of pots to keep it in shining appearance through out the period of contract.	Per month entire campus (No. of pots 3000 Pcs.)		
5.	Careful maintenance of flower beds, both seasonal and perennial as per the scope of work. This will including planting throughout the season/ year as the case may be by applying good horticultural practices like manuring, watering, hoeing, removing unwanted weeds etc.	Per month entire campus (Area : 3000 Sq. Mtrs.)		
6.	Careful maintenance of Ground covers both seasonal and perennial as per the scope of work.	Per month entire campus (Area : 2500 Sq. Mtrs.)		
	Total Cost = Total cost of Part 'B' (Fixed Items) from column No. 1 to 6 will form Part 'B' of Financial Bid 'B'	Per Month		
	Total Cost = Total cost of Part 'B' (Fixed Items) from column No. 1 to 6 will form Part 'B' of Financial Bid 'B'	12 Month		

Grand Total = Total of Part 'A' (Variable Items (12 Month)) + (Total of Part 'B' (Fixed Items) (12 Month))

(Grand Total 'A' + 'B') =Rs. _____ (Per Year)

2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Proposal and conform that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.
3. I/ we agree that my/our Financial Proposal shall remain valid for a period of 180 (One hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
4. I/ we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP.
5. I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment.
6. We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP, if the Assignment is awarded to us.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

**Note: Lowest Service Fee (L1) (Yearly Fee) shall be declared as Selected Agency for a period of three years.*