**F.No. 64/1/2016-SUR.**
**GOVERNMENT OF INDIA**
**ARCHAEOLOGICAL SURVEY OF INDIA**
**VADODARA CIRCLE, VADODARA**

**TENDER NO. 73** **DATE: 18/2/2017**

# SHORT TENDER NOTICE

On behalf of the President of India, the Superintending Archaeologist, Archaeological Survey of India, Vadodara Circle, Puratattva Bhavan, opp. Apna Bazar, Mandvi, Vadodara-390006, invites the tender rate in sealed cover for the **Work of 360° survey plan of the Protected Monumnets/Sites as required under AMASR-Competent Authority Plans Rules, 2011, 100mtrs, 200mtrs and 300mtrs of protected monuments and sites under the ASI , Vadodara Circle** from the well qualified and experience party having the knowledge of preparing the survey plan 360° using with modern technology such as LiDAR for faster and accurate maps or experienced party worked in the ASI protected monuments preparing in the survey plans of monuments and sites with work experienced contractors of registered in ASI Deptt., on or before 3.00 pm of (**-Technical BID) Dt. 23/2/2017** and Financial BID on **24/2/2017** the same will be opened at 3.30 pm.

**Work of 360° survey plan of the Protected Monumnets/Sites as required under AMASR.**

| Estimated Cost | Earnest money* | Tender fee | Time limit |
|---|---|---|---|
| Rs. 25,00,000/- | Rs. 62,500/- | Rs. 1000/- | 120Days |

Tender document can be had from the office of the Superintending Archaeologist, Archaeological Survey India, "Puratattva Bhavan",, Mandvi, Vadodara this office on or before- **Dt. 22/2/2017** during any working day between 10.00 to 18.00hrs after depositing the tender fee as mentioned above. The Tender Document can also be downloaded from ASI website <asi.nic.in>, and can be deposited at specified date and time along with the DD, obtained from either Scheduled Bank or Nationalized Bank of Tender Fee and Earnest money separately in favour of Superintending Archaeologist, Archaeological Survey of India, Vadodara Circle, Vadodara.

The application must be accompanied with the attested copy of registration certificate, IT Clearance certificate, experience certificate, PAN No.

The undersigned reserve the right to accept or reject any tender without assigning any reason.

**Superintending Archaeologist**

**NOT TO BE PUBLISHED**

**Copy to:-**

1. Cash Section, Vadodara Circle, Vadodara with Five (5) Sets of tender document for sale to eligible Contractors, before issue of tender, verify the registration certificate, IT Clearance certificate, PAN No & Tin No., GST & CST, VAT also along with work experience certificate.
2. Notice Board Vadodara circle.
3. Web Site.

**Superintending Archaeologist**

*Earnest money in favor of S.A, ASI, Vadodara Circle should be deposited in the shape of Demand Draft of any scheduled/ nationalized bank only.

प्रत्नकीर्तिमपावृणु

**GOVERNMENT OF INDIA**
**Office of the Superintending Archaeologist**
**Archaeological Survey of India**
**Vadodara Circle, "Puratattava Bhavan", Mandvi,**
**Vadodara, Gujarat.**

Date :

**TENDER: F. No. 64/1/2016-SUR- OC (PLAN) (AMASR)**

**NAME OF WORK:** **O.C.- (PLAN)(AMASR) TO PROVISION FOR TOPOGRAPHICAL AND CONTOUR SURVEY OF PROTECTED , PROHIBITED & REGULATED AREA AROUND CENTRALLY PROTECTED MONUMENTS/SITES, VADODARA**

**NAME OF CENTRALY PROTECTED MONUMENTS/SITES (SURVEY TO BE EXECUTED)**

1. Jami Masjid, Dholka.
2. Dwarkadhish Group of Temple, Dwarka.
3. Tomb of Rao Lakha Chhatri, Bhuj.
4. Sidi Saiyed's Mosque, Ahmedabad.
5. Dargah known as Khawaja Dana Saheb's Rouaza, Surat.
6. Saiyed Ushman's Mosque and tomb, Ushmanpura, Ahmedabad
7. Achyut bibi's masjid and tomb, Ahmedabad

| | | |
|---|---|---|
| 1. | Cost of application | **Rs. 1000/-** |
| 2. | EMD | **Rs. 62,500/-** |
| 3. | Estimated Cost | **Rs. 25,00,000/-** |
| 4. | Performance Security | **As per rule** |
| 5. | Tender System | **Two Cover** |
| 6. | Date of publication in Press | 24.01.17 |
| 7. | Date of uploading in web site | 24.01.17 |
| 8. | Date of downloading from web site | 24.01.17 |
| 9. | Closing time for submission of tender | 23.2.2017<br>**3.00 PM** |
| 10. | Date and time of opening of the tender | 23.02.17<br>**3.30 PM** |
| 11. | Date and time of Technical Evaluation Committee Meeting | 23.02.17 |
| 12. | Date and Time of opening of financial bids | 24.02.17 |
| 13. | Venue of pre-bid meeting, meeting of Technical Evaluation Committee and opening | **At the above address** |

# Instructions to Bidders

**F. No. 3-11/4/2016-17-A/C- OC (PLAN) (AMASR)**

## ***Chapter 1 Background and Scope***

### A. Introduction

Archaeological Survey of India (ASI) is planning to prepare a topographic map for the **protected area, the prohibited and regulated area** around the following centrally protected monuments/ sites under jurisdiction of Vadodara circle including the contour, using **Total Station & DGPS**.

| S.No. | Name of Monuments | Dense Area (in Acres) | Open Area (in Acres) | Remarks |
|---|---|---|---|---|
| 1 | Jami Masjid, Dholka | 108 | 16 | Area may be changed. Actual area should be calculated after the mapping. |
| 2 | Dwarkadhish group of temples, Dwaraka | 70 | 21 | |
| 3 | Tomb of Rao Lakha Chhatri, Bhuj | 158 | 22 | |
| 4 | Sidi Saiyed Mosqu, Ahmedabad | 54 | 25 | |
| 5 | Dargah known as Khwaja Danasaheb, Rouaza, Surat | 77 | 20 | |
| 6 | Saiyed Ushman's Mosque and tomb, Ushmanpura, Ahmedabad, | 77 | 20 | |
| 7. | Achyut bibi's masjid and tomb, Ahmedabad | 80 | 20 | |
| | **Total Area** | **624** | **144** | |

The following **parameters** shall be adhered to and incorporated in survey plan:-

1. Contouring at I meter interval.
2. Fixing of Bench mark and survey points on the ground and map.
3. Protected area needs to be mapped in such a manner that property and feature within the area can easily be identified. Therefore the area shall be required to be gridded both on map and ground. Grids can be 20X20 meters. Scale 1: 2000
4. Mapping of structures on plan.
5. Other features like tank, embankment, mud fortifications, remains of ancient structures etc. should be shown.
6. Roads and pathways.
7. Garden area.
8. Trees (with an inventory-tree- type, girth and height)
9. Telephone Lines
10. Sewerage Lines
11. Water supply lines, etc.
12. Contouring /Relative heights of certain areas.
13. Any other feature that is required to be incorporated in consultation with the competent authority.

Tenders are invited from reputed and experienced firms fulfilling the eligibility conditions to conduct the survey as per the terms and condition (including above parameters) given below.

**B. Scope of Work**

**Contouring**

1. The bidder shall carry out spot level surveying on all traverse stations and on salient points located at random over the area (ground points). Contours are to be interpolated at 1.0 m intervals after the above points are plotted.
2. The contours shall not be just interpolated but properly surveyed on the ground so that features falling between the two successive levels are also picked up. Sufficient points properly distributed over the entire area shall be located and levels taken so that accurate contouring can be done at places of sharp curvature or abrupt change in direction and elevation, points selected shall be close to each other. Salient points on ridge lines and valley lines shall also be measured.

**Procedure for Survey**

1. The survey procedure to be followed in Total Station and DGPS and LiDAR.

**Total Station Survey**

1. Follow the procedure detailed as mentioned in DGPS survey. Each BP must be fixed from at least 2 known locations.
2. Geo-reference / plot the data using GCPs. GCPs shall be collected using dual frequency DGPs receivers in real-time as per procedure detailed above in DGPS survey.
3. The accuracy desired is 5 mm/km and angles to 1° / 360°.
4. The distance between the Total Station and the target shall not be more than 50 m.

**DGPS Survey**

1. The Survey shall be carried along the above said area which is invariably shown by the concerned official of Archaeological Survey of India with reference to the layout maps.
2. The survey should preferably be started from the first BP (Base Point) which is well defined.
3. In case real-time DGPS rovers are used, the Dual Frequency DGPS can be used alone and reading taken when accuracy is within 25 cm.
4. The height above Mean Sea Level (MSL) shall also be recorded for permanent location.

**Conditions to be observed for Survey**

1. As far as possible similar DGPS instruments shall be used for collection of GCPs and all DGPS equipment must be set-in to GCS –WGS84 Datum uniformly.
2. RAW and post-processed DGPS readings along with original source file for each location shall be submitted. As soon as the work is completed, in case to TS, original downloaded file and a CSV file must be submitted along with raw data clearly depicting the occupies station, back station and the co-ordinates in NEZ format.

**Specification of TSM Survey Machine**

1. Least count should be 1 sec with an accuracy of 5 mm.
2. With proper calibration certificate.

**Specifications of DGPS Machine**

1. Must be of Dual frequency taking L1 & L2 channels.
2. Must be able to work in RTK mode with Radio connections.
3. Minimum 72 channel parallel tracking receiver.
4. DGPS must be activated for receiving both GPS and GLONASS Satellites.

**Output of the Mapping: Preparation & Submission of Survey Maps**

1. The bidder shall submit key plan of the site in 1:1000 scale. All plans, indicating the contour lines, demarcating all permanent features as mentioned above. Contour Plan with contour drawn at 0.5m interval for specific feature.
2. All the maps and drawings should be prepared in digitized forms using Inkjet / Pen plotter and standard computer software like Auto Cad (latest version) on standard A0 size polyester base film.
3. Contour maps at site – The grids for the survey work shall be established in N-S & E- W direction (Corresponding to magnetic North) and the survey reference shall be spheroid WGS 84
4. The bidder shall submit three hard copies and two soft copies in CD/DVD of all draft reports for review and approval.
5. After approval, specified prints of all the final maps on polyester base film / high quality paper along with two sets in soft format in a CD/DVD shall be submitted. **Drawings**
1. All drawings shall be prepared on AutoCAD. The Auto CAD drawings shall have different layers for different features as mentioned above and in consultation with the officer- in-charge.
2. X, Y, Z co-ordinates of all spot / ground points shall be provided in CSV file as directed by Engineer in-charge with point numbers and feature coding as per list of codes given by Engineer in-charge.
3. The drawings should contain the features as given in B.4.**Softcopy**
   1. **A**ll the raw data generated through DGPS/TS survey should be processed to provide the output. All the raw and processed data in forms becomes the property of ASI and must be handed over to ASI. All electronic data should be copied in a Hard disk and given to ASI.

## ***Chapter 2 Tendering Process***

**A. Eligibility Criteria**

1. The bidder should fulfill the following eligibility criteria (proof of each to be submitted):
2. The Bidder should be a registered company.
3. Bidder should have valid PAN Number.
4. The Bidder should also have Service Tax Number.
5. The Bidder shall possess necessary survey equipment such as Total Station and DGPS.
6. The bidder must have trained and experienced engineers/ surveyors/technical staff, field staff, DGPS, Total Station, computers and necessary software to complete the survey and deliver the reports in the required format within the stipulated time.

7. ***The bidder must have undertaken at least two projects of topographical survey with DGPS, Total Station Survey for government/reputed public sector companies or similar bodies. The area covered should be 200 Acre and above individually.***
8. The bidder should ensure that no relative of him or his relatives are staff of ASI in any capacity.
9. Documentary Evidence must be submitted in the form of Work Orders and experience Certificates in support of above claims. Any statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be shortlisted technically.

**B. Site Visit**

1. Any site information given in this tender document is for reference only. The Bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility and cost all information that may be necessary for preparing the tender and for the execution of the assignment. The bidder shall be deemed to have inspected the site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the tender.
2. The costs of visiting the site shall be borne by the Bidder.
3. The Bidder and any of his personnel or agents may contact the In-charge of Sub Circles for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel and agents, will release and indemnify the Engineer or his representatives from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
4. It is the responsibility of Bidders to visit the site and obtain all information necessary for the purpose of preparing Tenders. Bidders must inspect and fully satisfy themselves as to the requirements and extent of the assignments.

**C. Tender Documents**

1. The tender document can be only be downloaded from the departmental web site www.asi.nic.in and Central Public Procurement Portal http://eprocure.gov.in/. The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments issued subsequently.

   a) Instruction to Bidders

   b) Annexure I Details of the Bidder c)

   Annexure II Price Bid

   d) Annexure III Terms of Reference
2. The Bidder shall examine carefully all the contents of the tender documents including instructions, conditions, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk and tender submission will render the tender liable for rejection. Pursuant to Clause 3 above, tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

**D. Clarification of Tender Documents**

1. At any time prior to the deadline for submission of tenders, the Superintending Archaeologist, ASI, Vadodara may, for any reason, whether on his own initiative or in

response to a clarification by a prospective Bidder, modify the tender documents by issuing addenda.

2. A Bidder requiring any clarification regarding the tender documents contact the Superintending Archaeologist, ASI, Vadodara Circle (circlevad.asi@gov.in) through e-mail only. The queries will be responded which were received 3 days prior to the deadline for submission of tenders. The queries will be uploaded in the web site www.asi.nic.in only including a description of the enquiry, but without mentioning the source of the enquiry. It is to be noted that no queries, clarifications will be received after the period stipulated above.
3. All prospective bidders are requested to browse the web site for information. It is deemed that they are fully aware of the corrigendum so issued once they bid for the work
4. Any amendments thus issued will be hosted on the website up to two days prior to the dates specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendment/modifications have been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/modification(s) if any shall be binding on the Bidder. No separate notice/intimation of amendments/modifications will be sent to those who have downloaded the document from the web.
5. If any addendum is issued, reasonable time will be given to Bidders to take the corrigendum into account in preparing their tenders, in which case, the authorities may extend the deadline for submission offenders.
6. While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

**E. Submission of Bids/Tender**

1. The bid in hard copy only shall be submitted separately in two envelopes as follows.
2. The tender, and all correspondence and documents, related to the tender, exchanged between the Bidder and the Superintending Archaeologist, ASI Vadodara Circle shall be written in the English language only.
3. Any litigation arising out of this assignment shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Gujarat, Ahmedabad Bench. Bids in open condition or through e-mail or in any other form will not be accepted.
4. The completed bid must reach the O/o the Superintending Archaeologist, Archaeological Survey of India, Mandvi, near central Library, Vadodara-390006 on **or before 3:00 PM on 23/02/2017**. The bids will be opened and processed thereafter as per the schedule given above.
5. The bids may be sent by courier/speed post/dropped at the tender box in person as per the convenience of the bidder. However, ASI will not be responsible for the non- receipt or delayed receipt of the tender. Any tender received beyond the closing hours through courier or post will not be received and will be returned to the sender.
6. In the event of the date for the submission of tender is declared a holiday, the bids will be received up to the appointed time on the next working day. Other schedules will be changed accordingly.

7. The bidders shall bear all costs associated with the preparation and submission of its bid, including cost of technical presentation, preparation of the samples etc. ASI will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.
8. No bid may be modified subsequent to the submission of bids.

**Cover A**

1. Superscripted "**Technical Bid** (**F.No. 64/1/2016-SUR - OC (PLAN) (AMASR)** ***documents for the Work:*** **O.C.- (PLAN)(AMASR) To Provision for Topographical and Contour Survey of Protected , Prohibited & Regulated Area Around Centrally Protected Monuments/Sites, Vadodara"**. The name and the address of the firm should be clearly stamped/ printed on this cover.
2. The cover should contain:
   a) FDR in favour of the Superintending Archaeologist, ASI, Vadodara Circle and payable at Lucknow for **Rs 62,500/-** towards EMD
   b) Separate Demand Draft drawn in favour of the Superintending Archaeologist, ASI, Vadodara Circle and payable at Vadodara for Rs. 1000/- towards the cost of tender form downloaded from the website.
   c) Duly filled Annexure – I giving the eligibility details supported by documents as listed there in.
   d) Duly signed terms and conditions Annexure – III

**Cover B**

1. This cover will have the Memorandum providing the price bid. The price bid should be unconditional.
2. The cover should be superscripted "**Financial Bid** (**F.No. 64/1/2016-SUR - OC (PLAN) (AMASR)** ***documents for the Work:*** **O.C.- (PLAN)(AMASR) To Provision for Topographical and Contour Survey of Protected , Prohibited & Regulated Area Around Centrally Protected Monuments/Sites, Vadodara.** The name and the address of the firm should be clearly stamped/ printed on this cover.
3. This cover should contain the duly filled in price bid Annexure – II supported by the documents requested there in.

**Outer Cover:**

1. The two covers (Cover A and Cover B) must be placed in a sealed outer cover super scribed "**TENDER** (**F.No. 64/1/2016-SUR - OC (PLAN) (AMASR)** ***documents for the Work:*** **O.C.- (PLAN)(AMASR) To Provision for Topographical and Contour Survey of Protected , Prohibited & Regulated Area Around Centrally Protected Monuments/Sites, Vadodara**. The cover must be addressed to The Superintending Archaeologist, Archaeological Survey of India, Vadodara Circle, Puratattva Bhavan, Mandvi, Vadodara-390006. The name and address of the firm should be clearly stamped or printed on the face of the cover. It must be securely sealed with gum and further in a tamper proof manner either by sealing tapes or using sealing wax.

**F. Bid Opening**

1. The technical bids will be opened at Vadodara on **23/02/2017** at in the O/o the Superintending Archaeologist, Archaeological Survey of India, Vadodara Circle, Puratattva Bhavan, Mandvi, Vadodara-390006 in two sessions as per the schedule given above, in the presence of bidders' representatives (only one per bidder) who chose to attend the bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign the register evidencing their attendance.

2. Prior to opening the names of bidders, who have given advance notice for modification or for withdrawal of their bids from the tendering process well before the deadline for the submission of bids. Bid envelopes, of the bidders who wish to withdraw from the tendering process, shall be returned to their representatives, if present or sent by post unopened to their addresses.
3. All the received covers and dropped in the Tender Box kept for the purpose will be opened.
4. Cover A will be opened thereafter for verification of EMD, application money, qualification to participate in the technical evaluation.
5. On satisfying the qualification, the bidder's background and previous work will be evaluated by the Technical Evaluation Committee.
6. Technical evaluation
7. The bidder shall make a presentation before the Technical Evaluation Committee (TEC) about his technical resources and the survey work performed before. He may also show the outputs to the Technical Evaluation Committee along with the photographs of the site. The firm may also highlight the difficult or significant work done by them
8. TEC may, at its discretion, call for additional information/clarifications from the bidders. Such information has to be supplied within the time frame set out by the TEC, otherwise TEC shall make its own reasonable assumptions at the risk and cost of the bidders and the bid is liable to be rejected.
9. For verification of information submitted by the bidders, the TEC may visit their sites/premises of the firm to verify the facilities, if required at its own cost. The TEC may verify confidentially the credentials and performance with their previous clients.
10. The bidders shall provide all the necessary documents, samples and reference information as desired by the TEC. The bidders shall also assist the TEC in getting relevant information from the bidders' references. Seeking clarifications cannot be treated as acceptance of the instrument/bid.
11. After due evaluation of Technical capabilities of the bidders, through a marking system, the TEC would submit its recommendation clearly bringing out the technically accepted bids.
12. After evaluation by the committee, the financial bids of short listed bidders will be opened either on the same day or on the subsequent day.

**G. Earnest Money Deposit and Performance Security**

**<u>Earnest Money Deposit</u>**

1. The bid must be accompanied by one FDR drawn in favour of the Superintending Archaeologist, ASI, Vadodara Circle and payable at Vadodara for **Rs. 62,500/-** (**Rs. Sixty two Thousand five hundreds only**) towards EMD and a DD of Rs. 1000/- towards the cost of tender form respectively.
2. No interest will be payable on the amount of the EMD. The EMD of unsuccessful bidders shall be returned without any interest on finalization of tender, through Speed Post/Registered Post with letter clearly indicating that the FDR is released. If the unsuccessful bidder desires to collect the same through some other means he may inform in writing and in advance.
3. EMD of the successful bidder shall be returned on submission of performance security deposit as per rule of the value of the price quoted in the form of FDR. (In the case of works costing more than Rs.2,00,000/-, 10% on the first Rs.1,00,000/-, 7 ½ on the next Rs. 1,00,000/- and 5% on the balance, subject to a maximum of Rs. 1,00,000/- only )

4. If the successful bidder withdraws his bid in writing or fail to undertake the works within the stipulated time as mentioned in the supply order or did not submit the Performance security, his EMD will be forfeited.

**Performance Security Deposit**

1. The successful bidder should give an undertaking that the data observed and submitted are genuine, accurate and are not interpolated. High level of accuracy of data, which should only be empirical and not interpolated, is expected, binding on the bidder and he should ensure the same.
2. The successful bidder must deploy the instruments and manpower to initiate the work within the stipulated time.
3. The performance will be evaluated by an Experts Committee constituted for this purpose in a given schedule of time. If the Experts Committee is of the opinion that the standard of data generated by the bidder is below standard or inaccurate or arbitrary, the work order will be cancelled and the performance security will be forfeited.
4. The Experts Committee will devise its own method of verification of data submitted by the firm and the decision of the Committee is final and binding on the firm. The data generated may also be checked and verified by an officer deputed by this office on day to day basis.
5. The successful bidder shall be required to submit performance security equivalent to as per above said rule of the order value for the satisfactory performance/completion of the complete order in the form of FDR drawn in favour of the Superintending Archaeologist, ASI, Vadodara Circle and payable at Vadodara seven days before the initiation of the work. On the production of performance security the FDR EMD will be returned to the bidder.
6. If the performance security amount is not placed, the EMD will be forfeited.
7. Performance security may be invoked if the firm did not initiate or complete the work within the stipulated time or their work is not up to the standards in the periodic evaluation by Experts Committee.

**H. Other Conditions**

1. Any bid received by ASI after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder at the address mentioned on the outer cover by Speed Post/Registered Post.
2. ASI will not be responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.
3. A bidder cannot modify the bid after the submission. Bidder may withdraw his bid through a written submission to the opening authority before the expiration of deadline prescribed for submission of bids.
4. Bids shall be valid for 60 days from the date of opening. ASI holds the right to reject a bid valid for a period shorter than 60 days as nonresponsive without any correspondence.
5. ASI reserves the right to accept any bid, and to cancel / abort the Tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected agency or agencies, of any obligation to inform the affected agency of the grounds for ASI action and without assigning any reason.
6. The bid shall be submitted in the form of printed document. Bids submitted other modes or in unsealed envelopes shall not be entertained.

7. Any effort by a bidder to influence ASI in its decisions on bid evaluation, bid comparison or award of the contract may result in the bid rejection.
8. No pre bid meeting will be held. However queries will be answered through e mail/ telephone only.

**I. Delivery Schedule and Penalty**

1. The successful bidder will initiate and complete the work within the stipulated time. Any delay in initiation or completion will be allowed at the sole discretion of the Superintending Archaeologist, ASI, V a d o d a r a Circle. If the request is rejected, the work order may be cancelled or penalty may be levied.
2. At the discretion of the ASI, any delay beyond the approved time limit, will invite a penalty @ 0.2% of the order value per day of default. This amount will be deducted from the invoice.
3. The work will be checked at the field condition by ASI officials and Expert Committee for accurate performance.

**J. Payment**

**Calculation of Surveyed Area**

1. Since the areas of the above said centrally protected monuments/sites are not well defined and highly irregular, the payment will be made on the basis area calculated from the final drawing.
2. The area calculated by the successful bidder may be submitted to experts from an external agency for verification. The decision arrived at by the independent expert will be final and binding on either side.
3. The payment will be released after the completion of the work in all respects. Part payment will be considered on the recommendations of the Experts Committee/evaluation of the data generated by the Department officials. The quantum will be decided by the ASI and there will be no negotiations on this aspect.
4. The payment will be made through a FDR or remitted to the bidders account through NEFT/RTGES on production of a mandate form from the Bank within reasonable time.
5. All statuary deductions like TDS will be done as per rules.

**K. Arbitration**

1. All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to arbitration by either party only after notice in writing to the other, clearly mentioning the nature of the dispute/differences. Such arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators one arbitrator to be appointed by each Party, and the third arbitrator to be nominated by Director General, Archaeological Survey of India, Government of India. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Vadodara and courts at Vadodara shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

**Annexure I**

**F. No. 64/1/2016 -SUR**
O.C.- (PLAN)(AMASR)

प्रत्नकीर्तिमपावृणु

**GOVERNMENT OF INDIA**
**Office of the Superintending Archaeologist**
**Archaeological Survey of India**
**Vadodara Circle, Puratattva Bhavan**
**Vadodara**

**Name of Work:** **O.C.- (PLAN)(AMASR) TO PROVISION FOR TOPOGRAPHICAL AND CONTOUR SURVEY OF PROTECTED , PROHIBITED & REGULATED AREA AROUND CENTRALLY PROTECTED MONUMENTS/SITES, VADODARA**

**Qualification Details of the Bidder**
**(ALL ENCLOSURES ARE TO BE SIGNED WITH SEAL ON EACH PAGE)**

| Sl.No | Description | FDR No. and date | Name of Bank | Amount Rs |
|---|---|---|---|---|
| 1. | EMD | | | |
| 2. | Cost of application | | | |

Note : All the enclosures should be signed by the authorized signatory with seal of the firm

| | | |
|---|---|---|
| 1. | Name of the firm participating in the bid | |
| 2. | Details of incorporation (Year and Place) (State Sole Proprietor, Partnership, Private Limited or Limited Firm)<br>Attach Certificate of Incorporation | |

| | | |
|---|---|---|
| 3. | Whether any Legal/Arbitration proceedings are instituted against the agency on the Agency has lodged any claim in connection with works carried out by them if yes, please give details. | |
| 4. | Address | |
| 5. | Name of the top executive with designation | |
| 6. | Telephone No: Mobile No: | |
| 7. | E-mail address: | |
| 8. | Service Tax No: | |
| 9. | TIN | |
| 10. | PAN | |
| 11. | Total number of TS survey executed for Government departments / agencies (Attach copies of work orders / performance certificate) | |
| 12. | List of Engineers/Surveyors employed (along with their CV as separate attachment) | Attach separate sheet, if required |
| 13. | List of owned Equipments in possession with make, model, year of manufacture, accuracy/specifications | Attach separate sheet, if required |
| 14. | List of Documents in support of the above | |

Certified that no relatives of any members of my firm are employees of Archaeological Survey of India in any capacity.

Signature and seal of authorized signatory

**Annexure-II**
**F. No. 64/1/2016 -SUR**

PRICE OF TENDER: Rs. 500/-

CPWD- 9 Tender

**GOVERNMENT OF INDIA**
**Office of the Superintending Archaeologist**
**Archaeological Survey of India**
**Vadodara Circle, Puratattva Bhawan, Mandvi, Vadodara-390006**

**NAME OF WORK:** **O.C.- (PLAN) (AMASR) TO PROVISION FOR TOPOGRAPHICAL AND CONTOUR SURVEY OF PROTECTED , PROHIBITED & REGULATED AREA AROUND CENTRALLY PROTECTED MONUMENTS/SITES, VADODARA**

I/We hereby tender for execution of work for the President of India described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the conditions of the contract.

**MEMORANDUM**

(i) Earnest Money: **Rs. 62,500/-**
(ii) Security Deposit: **Rs. 1,32,500/-**
(iii) Time Allowed: **50 days**
(iv) PLACE OF WORK: Centrally Protected Monuments/Sites in Vadodara Circle (as per attached list).

| S.No. | Description of Work | Estimated Quantities | Rate (in Rs.) In figure and words | Unit | Amount in Rs. In figures and words exclusive of taxes | Remarks if any indicate the tax to be paid by ASI |
|---|---|---|---|---|---|---|
| 1 | Topographical and contour Survey by T.S. & DGPS and preparation of Survey Plan (with specified parameters) | | | Per Acres | | |
| A. | **Dense Area** (including protected area, prohibited and regulated area of the centrally protected monument) | 624 -Acres | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| B. | **Open Area** (including protected area, prohibited and regulated area of the centrally protected monument) | 144-Acres | | | | |

*****Note: Areas of the above said centrally protected monuments/sites are indicative. The actual area should be calculated after the mapping and abased on map as per clause 1.12 of Terms and conditions.***

**Signature of Bidder/Firm/Company**

I / We have perused the complete proposal document and am / are willing to undertake and complete the assignments as per terms and conditions stipulated in the proposal document.

a. Our offer is inclusive of all taxes, incidentals, overheads, travelling and lodging expenses of deployed persons, printing and binding of reports, all sundries, all other expenditure for execution of this services / assignment, but excluding Service Tax to complete the works as per terms and condition and scope of work including deliverables.

b. We undertake, if our Bid is accepted, to achieve completion of the various sections of the assignments within the periods specified in this Schedule.

c. If our Bid is accepted we will furnish a Performance Security Deposit of 10% of the Order value within 7 days of receipt of assignment order in the form of FDR in favour of the Superintending Archaeologist, Archaeological Survey Indian, Vadodara Circle, Vadodara drawn from only Scheduled Bank in India as Security for the due performance of the work assigned.

d. We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and maybe accepted at any time before the expiration of that period. Should we fail to abide by our Bids during the above said period of 90 days or such extended period as mutually agreed to ASI shall be at liberty to forfeit the Earnest Money deposited by us.

e. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

f. We understand that the ASI, Vadodara Circle reserves the right to amend the scope of Bid and value of contract under this assignment and reject or accept any bid including the lowest or cancel the Bid process and reject all Bids.

g. We agree that the ASI, Vadodara Circle will not be liable for any such action and will be under no obligation to inform the Bidder of the grounds for such action.

h. If our Bid is accepted we understand that we are held fully responsible for the due performance of the Contract.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto so far as applicable, and/or in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the said conditions. A sum of **Rs. 62,500/-** is herewith forwarded in FDR as earnest money. If I/We fail to commence the work to specify in the above memorandum or if I/We fail to deposit the amount of security deposit specified in the above memorandum. I/We agree that the said President or his successors in office shall, without prejudice to any other right or remedy, shall be retained by his towards such security deposit. I/We further agree that the said President or his successors in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount to aforesaid.

Signature of authorized signatory

Dated the 2017

The above tender is hereby accepted by me behalf of the President of India.

Signature of the officer by whom the tender is accepted

**Annexure-III**

**F. No. 64/1/2016-SUR** - O.C.-(PLAN)(AMASR)

**GENERAL TERMS AND CONDITIONS**

**1.0** In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

a) WORK means "Topographical mapping of centrally protected monuments/sites in Vadodara as defined in the Scope of work in Chapter 1 of Instructions to Bidders"

b) "ASI/DEPARTMENT" - means the Archaeological Survey of India, represented by the Superintending Archaeologist, Vadodara Circle

c) "TENDER / BID" means the valuer's priced offer to the Department for the execution and completion of the valuation assignment works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance –Award letter.

d) "BIDDER/S" means the person or persons, firm, corporation, consortium or company who submits the BID for the subject services/assignment.

e) "CONTRACTOR / SURVEYOR" means the persons or firm or company whose tender has been accepted by ASI and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.

f) "LETTER OF ACCEPTANCE", "Award letter" refers to the letter communicating the formal acceptance of the bid by the Employer.

g) "AWARD PRICE" means the sum named in the Bid/proposal submitted by the Successful Bidder with any modification there of or addition thereto or deduction there from as may be made under the provisions contained in the proposal document.

h) "OFFICER IN CHARGE" means any official of the ASI, Vadodara circle deputed by the Superintending Archaeologist, ASI, Vadodara Circle.

i) "Consultancy services/Services/Assignment" means the services to be provided by the Valuers as detailed in this bid document and under Terms of Reference brought out in Section - III of this document.

j) Note:

k) *Singular and Plural*: Words importing the singular also include the plural and vice versa where the context so requires.

l) *Headings*: The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

m) ***Protected Area***: Notified area of the monument/site.

n) ***Prohibited Area*:** Declaration of prohibited area and carrying out public work or other works in prohibited area- Every area, beginning at the limit of the protected area r the protected monument, as the case may, be and extending to a distance of **100 meters** in all directions shall be the prohibited area in respect of such protected area or protected monument.

o) ***Regulated Area*:** Every area, beginning at the limit of prohibited area in respect of every ancient monument and archaeological site and remains, declared as of national importance under sections 3 and 4 and extending to a distance of **200 meters** in all directions shall be regulated area in respect of every ancient monument and archaeological site and remains.

**1.2 Commencement and Completion of Assignments**

a) The successful bidder shall commence the work within 7 days from the date of issue of the award letter by the employer (i.e. intimation of the acceptance of the Bid) and carry out the same expeditiously at whatever point or points and in such portion as employer may direct. The surveyor shall complete the works within 60 days from the date of commencement. During the assignment, the surveyor shall submit the Report as per the Terms of Reference.

**1.3 Care and Diligence**

a) The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Department for the proper, efficient and effective execution of their duties.

**1.4 Taxes and Duties**

a) The surveyors shall pay all taxes, levy, duty which they may be liable to pay to the Government of Uttar Pradesh and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of the work. The surveyors shall further be liable to pay such increase in the taxes, levy, duty etc. under the existing law or which may become payables a result of introduction of any law. Increase in taxes, levy, duty, etc. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any extra or additional costs nor a ground or excuse for extension of time for completing the work. The surveyors are deemed to have included/ considered all payments to be made to them while quoting the proposal except Service Tax, which will be reimbursed as applicable over the quoted price.

**1.5 Confidentiality**

a) The surveyors shall treat all the documents and information received from the Department, submitted to Department and all other related documents /communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The surveyors shall not divulge any such information without the prior written permission of Department. The surveyors shall return all the documents received from the Department from time to time after completion of the related works.

**1.6 Suspension of the Contract**

a. If any of the following events shall have happened and be continuing, then Department may, by written notice to the surveyors, suspend in whole or in part, payment due thereafter to the surveyors under the contract.

1. A default shall have occurred on the part of the surveyors in the execution of the contract.
2. Any other condition which makes it unable for either party by reason of "Force Majeure" to successfully carry out the assignment/s or to accomplish the purpose of the contract.

**1.7 Termination of Contract**

a. Termination of Contract by Department during the period of contract, if the performance of the contractor not satisfactory or not up to the expectation of the Superintending Archaeologist, ASI, Vadodara Circle or his representative or the Experts Committee, the contract will be terminated forthwith and the payment will be assessed by the Superintending Archaeologist, ASI, Vadodara Circle on the recommendation of the Expert Committee for the value of work done. The decision of the Superintending Archaeologist, ASI, Vadodara Circle in this regard is final and binding.

**1.8 Termination procedure:**

a. Upon termination of the Contract under Clause-1.7, the surveyors shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.

b. Upon termination of the contract (unless such termination shall have been occasioned by the default of the surveyors), the surveyors shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

**1.9 Force Majeure:**

a. If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 7(Seven) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.

c. The term "Force Majeure" as employed herein, shall mean "Act of God, Strike, Lock- outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Landslides, Earthquakes, Storms, Lightning, Floods, Wash Outs, Civil Disturbances, Explosions andany other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome".

d. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such party's sub-Valuers or agents or employees, nor any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder:

**1.10 Responsibility of Surveyors during the assignment:**

a. During the validity period of the surveyor services, the surveyors shall hold discussions with the Officer in Charge and/or the Experts Committee and make presentations on the reports/findings.

**1.11 Facility to be made available to Surveyors:**

a. The Department shall provide the following resources and facilities to the surveyors:

b. A limited space without affecting the day to day activities of the public visiting the monuments or living in the fort will be made available to the surveyor subject to availability at the discretion of the officer in charge. No rental charges will be levied for the working area spared to the surveyor during the tenure of the contract including extended period, if any granted.

c. The Department may also provide a small space in a building, subject to availability and suitability of accommodation to keep his instruments and other wares. The safety of the material kept in the space provided will be at the risk of the surveyor.

d. The Department may undertake to remove minimum vegetation whenever there is a problem of sighting. Such request should come well before to the officer in charge.

**1.12 Terms of payment:**

**Procedure for Calculation of Surveyed Area**

a. Since the areas of the centrally protected monuments/sites in Vadodara are not well defined and highly irregular, the payment will be made on the basis area calculated from the final drawing.

b. The area calculated by the successful bidder on the above basis may be submitted to expert from an external agency for verification. In that event, a representative from the successful bidder and ASI may present the method of calculation to the expert.

c. After hearing the sides, the decision arrived at by the independent expert will be final and binding on either side.

d. The payment will be released after the completion of the work in all respects. The right to Part payment is reserved with ASI. The quantum, if demanded, will be arrived on/at the recommendations of the Experts Committee/evaluation of the data generated by the Department officials. The quantum thus arrived at may be accepted or reduced or rejected by the ASI and there will be no negotiations on this aspect.

e. The payment will be made through a FDR or remitted to the bidders account through NEFT/RTGES on production of a mandate form from the Bank within reasonable time.

f. All statuary deductions like TDS will be done as per rules the surveyors shall be paid the lump sum fee/charges (to be quoted by the bidder) for providing the services against the deliverables as stated in the Terms of Reference.

**1.13 Extension of Time for Completion,**

a. In the event of The surveyor shall commence the assignment within the period named in the tender after the receipt by him of an order in writing to this effect from the ASI and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Department or be wholly beyond the control of the surveyor.

i. The surveyor shall maintain the Total amount of progress required at per schedule. If the progress of assignment is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the surveyor, such as war, stormy weather and for other reasonable causes in the opinion of the ASI, ASI may at his discretion grant to the surveyor such extension of time as he considers reasonable for the completion of the assignment.

b. The amount or nature of extra or additional work, or any cause of delay referred to in these conditions, or any delay, impediment or prevention by the Employer, or other special circumstances which may occur, other than through a default of or breach of contract by the surveyors or for which he is responsible, being such as fairly to entitle the surveyors to an extension of the Time for Completion of the Assignments, or any Section or part thereof, the ASI shall, after due consultation such extension and shall notify the surveyors accordingly.

c. The execution of the assignment during the extended period also, shall be only under the conditions and at the Total amount specified in the contract. The grant of such extension of time will not bestow on them any right to claim compensation or extra payment at a future date whatsoever. No claim shall be made by the surveyor on the grounds of executing the assignment beyond the completion period stipulated in the contract.

**1.14 Total amount of Progress**

a. If for any reason, which does not entitle the surveyors to an extension of time, the Total amount of progress of the Assignments or any Section is at any time, in the opinion of the ASI, shall so notify the surveyors who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The surveyors shall not be entitled to any additional payment for taking such steps.

**1.15 Compensation for delay:**

a. If the surveyor fails to complete the assignment in all respects within the time specified or within the extended time that may be allowed by the ASI as per clause 1.13, the surveyor shall pay or allow to ASI a sum equivalent to 0.5% (half percent) per day inclusive of holidays) or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract as liquidated damages/late delivery charges and ascertained damages and not by way of penalty, for every day thereof beyond the said period or extended period as the case may be during which the assignment shall remain unfinished. Such damages will be deducted from any amount payable to or to be payable to the surveyor including any securities / guarantees if any available with ASI. The payment of such damages does not relieve the surveyor of his obligations to complete the assignments or from any other of his obligations or liabilities under this contract.

**1.16 Remedy on surveyor's failure to carry out the assignment required**

a. The progress of the assignment at each stage will be subject to the approval of the ASI whose decision as to the Total amount of progress at each stage shall be final and binding on the surveyor. ASI reserves to himself, the right to cancel the contract for unsatisfactory progress in the assignment at any stage.

**1.17 Completion Certificate**

a. Completion certificate shall be issued by the officer in charge on expiry of all the tasks and submission of all reports/Drawings/documents as indicated in Terms of Reference enclosed to this bid document, to the satisfaction of the ASI.

**1.18 Release of Performance Security Deposit:**

a. The amount deposited by the surveyor, as Security Deposit under this Assignment will be refunded to the surveyor only after satisfactory completion of the assignment pursuant to sub clause 1.15 & 1.16. In case of non-completion of the surveying job within the specified period of 90 days or extended period of time for completion (as per clause 1.13), the Security deposit will be forfeited.

**1.19 Special conditions of contract**

***1.19.1 Work Program***

a. The bidder shall submit the program of work and inspection report including methodology to be adopted before the start of work.

***1.19.2 Safety precautions during progress of works***

a. The bidder shall take all precautions to ensure safety of the staff, existing utility services, adjoining structures etc., during progress of work. The bidder shall also makenecessary

arrangement for the safety of his workers, if any accident occurs, the entire responsibility fall on the part of the bidder.

b. The bidder shall take a note that some parts of the fort may be structurally weak and dilapidated. While surveying the Surveyors or his workers should take adequate care while climbing over them for taking reading. They should check very carefully the condition of the building ahead. At any point, if there is serious problem that may critically affect the survey, the same may be brought to the notice of the officer in charge.

c. The Surveyors and his workers should not cause any inconvenience to the visitors who visit the monuments or public residing inside the fort.

***1.19.3 Damage to Government property or private life & property***

a. The bidder shall be responsible for all risks to the works and for trespasses and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Government (including Utility Services).

b. ASI is not responsible for the lives of persons or property of others whatsoever may be the cause in connection with or as a result of the execution of works even though all reasonable and proper precautions may have been taken by the bidder. Such cost, loss or damages or compensation (including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as omission on the part of the contractor, is to be borne by the bidder.

c. The amount of any costs or charges (including costs and charges in connection with legal proceedings), which may incur in reference thereto, shall be charged to the or to defend or comprise any claim or threatened legal proceedings or in anticipation of legal proceedings being instituted consequent to the action or default of the bidder to take such steps as may be considered necessary or desirable to ward off mitigate the effect of such proceedings, charging to the bidder as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or comprise and the incurring of any such expenses shall not be called in question by the bidder.

***1.19.4 Risks and Cost***

a. In case bidder fails to complete work as per schedule, ASI has discretion to get the work done completed by any other agency at risk and cost of the agency to which the work has initially been awarded by giving 7 days notice.

***1.19.5 Alteration to scope of work***

a. The department or representative shall have rights to make any alteration, omission addition substitution for the original work. No claim whatever on account of above shall be entertained except the payment for the actual work done.

***1.19.6* Other conditions**

a. In case of premature termination, no extra compensation shall be payable. Payment of remuneration in that case will be made to the extent the services rendered till that time can be made use of by ASI, limited to the period for which the agency had actually rendered the service and subject to the intermediate targets being adhered to as per the work schedule mutually agreed to. No notice of termination or remuneration thereof will be necessary and continuance shall be solely at the discretion of Chennai Port Trust.

b. The drawings, reports, data, etc., used for the survey work shall be the sole property of Archaeological Survey of India and the bidder will not reproduce or pass on these to any other person or firm etc.,

c. The format and titles of all the drawings to be submitted by the bidder shall be as per the guidelines and demand of ASI.

d. All field books, note books, floppies, drawings and other documents containing field data gathered during traverse survey shall be handed over to ASI and bidder shall have no claim or use whatsoever. The bidder shall not reproduce any data collected from the work in any form.

e. In case of any discrepancy in the description of work in the tender documents, the decision made by Archaeological Survey of India shall be final and binding on the bidder.

f. Any error in description, quantity or rate in schedule of quantity or any omission there from shall not vitiate the contract or release the bidder from the execution of the whole or any part of the contract or works comprised there in according to drawings and specifications or from any of his obligations under the contract.

g. All the documents and drawings created out of the assigned work will become the sole property of ASI and ASI will be free to use the same in any manner deemed fit.

h. The agency will exercise all responsible skill, care and diligence in the performance of the service under this work and shall carry out all the responsibilities with recognized latest professional standards.

I, as authorized signatory, have read the above conditions fully, *particularly the Clause 1.12 Terms of Payment and the procedure adopted for calculation of area.* I have fully understood them and agree to abide by them.

(Signature of authorized signatory and seal)