

**REQUEST FOR TENDER PROPOSAL**

**Name of work: - Providing man power supply (unskilled labourers) for day to day up keeping work of MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.**

**RCP Approval no: Conservation portal, Goa Circle, serial number:**

**Technical/Financial Approval number: 5/26/2018-19/Est – 276, dated – 5/06/2018.**

**Tender reference number: - 12/2018-19/Goa Circle/Ponda.**



**GOVERNMENT OF INDIA  
MINISTRY OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA  
GOA CIRCLE  
CHURCH COMPLEX, OLD GOA, GOA**

GOVERNMENT OF INDIA  
MINISTRY OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA  
GOA CIRCLE

**NOTICE INVITING e- TENDERS**

The Superintending Archaeologist, **Archaeological Survey of India, Goa Circle**, on behalf of the President of India, invite e-tender for outsourcing/supply of labourers of different categories for the work of Providing man power supply (unskilled & skilled labourers) for day to day up keeping work of the MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla from the Registered Contractors (CPWD/PWD/RAILWAY/MES)/Firms/outsourcing agency/Bidders.

Estimated amount:5,08,641.00

EMD: - Rs.10,200/- Period of completion up to 31/03/2019; and may be extended for another three more months up to 30.06.2019 period as per the necessity;

Last date of e- tender submission: 19/06/2018.

For more information visit: <https://eprocure.gov.in/eprocure/app>  
[www.asi.nic.in/www.asigoacircle.gov.in](http://www.asi.nic.in/www.asigoacircle.gov.in)

In case of any corrigendum/addendum issued on the above advertisement, it will be published on all web sites mentioned above.

**Superintending Archaeologist**

**(Not to Publish)**

The advertisement should only be published in classified columns

In any case width of press notice shall not exceed width of 2 columns

Main title "**ASI.**" and "**NOTICE INVITING e-Tenders**" with black background in white letters should not be more than 9 font size and should be in bold letters.

(b) Rest of the matter should not be more than 8 font size and should be in normal form.

(c) Website address **www.asi.nic.in** or **www.eprocure.gov.in** should be in bold letters and size should not be more than 8 font size.

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**Table – A: Time and Work Frame****CIRCLE: GOA**

**Name of work: -** Providing man power supply (unskilled & skilled labourers) for day to day up keeping work to **MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.**

**(Manual bid will not be accepted)**

**CRITICAL DATE SHEET**

|    |  |  |
|----|--|--|
| 1. | Date of issue of Tender  | 08/06/2018   |
| 2. | Bid Document Download/ Sale /Submission Start Date   | 08/06/2018   |
| 3. | Bid document download/close/end date   | 19/06/2018   |
| 4. | Bid submission End Date  | 19/06/2018   |
| 5  | Date of opening of Technical Bid   | 20/06/2018 at 10.00 hrs  |
| 6. | Date of opening of Financial bid   | 20/06/2018   |
| 8. | Validity of Bid  | 90 days from the date of opening   |
| 9  | Price of Tender-Demand Draft   | 1   Rs.500.00 in favour of Superintending Archaeologist, ASI Goa payable at Canara Bank, Old Goa-cost of Tender (non-refundable) |
| 10 | Earnest Money Deposit(EMD)   | 2   Rs.10,200/- in favour of Superintending Archaeologist, ASI Goa payable at Canara Bank, Old Goa (refundable)                  |
| 11 | DD hard copy (original) of 1). Rs.500/- & 2) Rs.10,200/- must be delivered in sealed cover and should either drop in the tender box or reach on or before 19/06/2018 [of Technical bid opening date]. The hard copy of original instruments in respect of cost of earnest money and cost of tender paper must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Old Goa, Goa on or before 19/06/2018 as mentioned in critical date sheet. Tender shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted Bid.<br>The offer without EMD will be summarily rejected. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organisation, National Small Industries Corporation (NSIC) or Ministry of Culture. |  |
| 12 | Contract agreement to be executed  | Within 15 days from the date of tender acceptance letter/AOC issued  |
| 13 | Site handed over   | NA   |
| 14 | Date of submission of Performance Guarantee Certificate & Amount   | Within 15 days from the date of tender acceptance letter/AOC issued; 8% of Order value   |
| 15 | Work completion period   | up to 31/03/2019.  |

**F. No: 5/26/2018-19/Est**  
**Government of India**  
**Ministry of Culture**  
**Archaeological Survey of India, Goa Circle**  
**Old Goa**  
**\*\*\*\*\***

**Dated: 08.06.2018**

**DOCUMENTS TO BE UPLOADED WITH TENDER**

***Name of Work: - Providing man power supply (unskilled & skilled labourers) for day to day up keeping work to MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.***

***Place of Work: - Tambdisurla.***

| SI No | Details of Documents   | Enclosed/not, Page numbers  |
|-------|--|---|
| 1     | Copy of the Company/Contractor's Registration certificate and its validity period  |   |
| 2     | Copy of the GST Registration certificate   |   |
| 3     | Copy of the EPF Department Registration certificate  |   |
| 4     | Copy of the ESI Department Registration  |   |
| 5     | Copy of the Labour Department Registration   |   |
| 6     | Copy of PAN Card   |   |
| 7     | Application for Tender (all executed works to be recorded) as per attached format in NIT   |   |
| 8     | Copy of work completion certificate issued by the client stating value of amount, duration of contract etc. <b>Work order</b> copy will not be counted as work experience certificate and <b>should not be uploaded.</b> | Work completion certificate issued by the authority will only be counted for work experience and to be uploaded |
| 9     | Copy of Statutory Auditor for 2015-16;2016-17;&2017-18 Financial year turn over as per the attached format   |   |
| 10    | Self-declaration certificate   |   |
| 11    | Acceptance letter  |   |
| 12    | Demand draft for cost of Tender  |   |
| 13    | Demand Draft for EMD <b>OR</b>   |   |
| 14    | <b>Serial no: 10 OR</b> Copy of Registration certificate with Central Purchase Organisation or National Small Industries Corporation (NSIC) or Ministry of Culture.  |   |
| 15    | Scanned copy of Tender schedules (36 pages)  |   |

**Address for communication for submission of Demand Draft, are as given below:-**

**Contact Details:**

| Contact Person  | Address for Communication   |
|---|---|
| Superintending Archaeologist  | O/o Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church Complex, Old Goa, Goa – 403 402<br>Phone No. 0832-2285333, 0832-2285302<br>e-mail <a href="mailto:circlegoa.asi@gmail.com">circlegoa.asi@gmail.com</a> |
| <u>Senior Conservation Assistant (only for site/ work location)</u> | <u>O/o the Senior Conservation Assistant, Archaeological Survey of India, Old Goa Sub Circle, Church complex Old Goa</u>  |

GOVERNMENT OF INDIA  
ARCHAEOLOGICAL SURVEY OF INDIA  
CHURCH COMPLEX, OLD GOA  
**NOTICE INVITING TENDER**

Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church complex, Old Goa, Goa on behalf of the President of India invites item rate tender for ***Providing man power supply (unskilled & skilled labourers) for day to day up keeping work to MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla:*** from the registered contractors/companies in CPWD/ PWD/MES/Public works/Man power supply agencies/ contractors up to 09:00 hrs of 19/06/2018 and will be opened on 20/06/2018 at 10:00 hrs. **The eligible and registered Contractors may upload their tender documents online only at CPPP web site: <https://eprocure.gov.in/eprocure/app> up to 10:00 hrs of 19/06/2018 and technical bid will be opened on dated 20/06/2018 at 10:00 hrs**

Name of work: - **MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.**

Estimated amount:5,08,641; EMD: - Rs.10,200/- Period of completion up to 31/03/2019; and may be extended for another three more months up to 30.06.2019 period as per the necessity; Last date of e- tender submission: 19/06/2018.

Tenderer who do not deposit earnest money and cost of drawing sheet in the form of DD issued on or before last date of selling the tender form will be summarily rejected. Conditions and details of the work can be had from the office of the Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church Complex, Old Goa, Goa during the office hours of all working days till 19/06/2018.

The tender document is also available on web site CPPP web site: <https://eprocure.gov.in/eprocure/app>; [www.asi.nic.in](http://www.asi.nic.in) and [www.asigoacircle.gov.in](http://www.asigoacircle.gov.in). which may be downloaded and uploaded in e procure portal along with the copy of DD for EMD and cost of tender form.

If the date of opening of the tender happens to be holiday, the tenders will be opened on the next working day. The right to accept or reject any or all tenders including lowest one without assigning any reason thereof is reserved. Canvassing in any form would be considered as demerit and the tender is liable to be cancelled.

Superintending Archaeologist  
Archaeological Survey of India  
Goa Circle, Old Goa, Goa  
For and on behalf of the President of India

Copy to:

1. Office Notice Board
2. [www.asi.nic.in](http://www.asi.nic.in), [www.asigoacircle.gov.in](http://www.asigoacircle.gov.in)., <https://eprocure.gov.in/eprocure/app>
3. The Pay and Account Officer, ASI, Hyderabad
4. The Regional Director(South), ASI, Bangalore
5. Sr.CA, ASI, Old Goa.

## TENDER DOCUMENT DETAILS

**Name of work:** - Providing man power supply (unskilled labourers) for day to day up keeping work to **MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.**

| Sl no | Name of the Monument         | Requirement per day(Average)   | Total units as per the sanctioned estimate | Place at which Labour to be supplied | Period of contract  |
|-------|------------------------------|--|--|--------------------------------------|---|
| 1     | Mahadev Temple, Tambdisurla. | 1. Unskilled mazdoor<br>3 units per day; July 2018 to March 2019 .<br>2. 4 units per day for 15 days.<br>(Sep./Oct.2018.)<br>3. Unskilled mazdoor<br>24 units during Mahashivratri festival. | 813 units                                  | Mahadev Temple, Tambdisurla.         | Initially up to 31/03/2018; and extendable up to 31/06/2019 |
|       |                              | 1. 1 units per month for 9 months electrician<br>2. 1 units per month for 9 months plumber   | 18 units                                   | Mahadev Temple, Tambdisurla.         | Initially up to 31/03/2018; and extendable up to 31/06/2019 |



**TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING  
COMPANY/FIRM/AGENCY/CONTRACTOR**

The tendering agency/contractor/company should fulfil the following ELIGIBILITY requirement and to furnish/upload/attach self-attested copies of documents with technical bid.

| SL | Requirement  | Copy of relevant document  | Enclosed Yes/No | Page numbers of the bid document   |
|----|--|--|-----------------|--|
| 1  | Proof of the Contractors/firms/Manpower company registration with appropriate registration authority & Validity  | Copy of registration certificate   |                 | Please state as Annexure 1,2,3   |
| 2  | Proof of GST Registration  | Copy of the Registration certificate   |                 |  |
| 3  | Proof of Registration with Employees Provident Fund Department & Validity period   | Copy of the Registration certificate   |                 |  |
| 4  | Proof of Registration with Employees State Insurance Department & Validity period  | Copy of the Registration certificate   |                 |  |
| 5  | Proof of Registration with Labour Department   | Copy of registration certificate/Number  |                 |  |
| 6  | Proof of PAN Registration  | Copy of PAN card   |                 |  |
| 7  | Application for Tender (all works to be recorded) as attached format   |  |                 |  |
| 8  | The company/Firm/ Agency should have completed three work orders of manpower supply ( <b>minimum six labourers per day and not less than Five months in each financial year</b> ) in Government Organisation/ Major conservation contract work executed/ material supply (Not less than Rupees 25,00,000.00 Twenty Five Lakhs in each financial year) in ASI handled by the contractor/Firm during 2015-16;2016-17 & 2017-18 (Three years) | Work completion certificate issued by the authority will only be counted for work experience [Year 2015-16;2016-17;&2017-18] |                 | Work completion certificate issued by the authority will only be counted for work experience. work order will not be counted for work experience |

|    |  |   |  |  |
|----|--|---|--|--|
| 9  | <p>Copy of Statutory Auditor for 2015-16;2016-17;&amp;2017-18 Financial year turn over as per the attached format</p> <p>The annual Turnover of the company/Firm/Contractor/ should not be less than Rupees 25,00,000.00 (Twenty Five Lakhs) in each financial year for last three years(2015-16 to 2017-18)</p> | Certificate from statutory Auditor as per the attached sheet in NIT |  |  |
| 10 | Self-declaration certificate(attached)   |   |  |  |
| 11 | Acceptance letter (attached in NIT)  |   |  |  |
| 12 | Proof of DD towards EMD ( <b>OR 12</b> )   | Scanned copy of DD  |  |  |
| 13 | Proof of the Registration of Company with Central Purchase Organisation, National Small Industries Corporation (NSIC) or Ministry of Culture   | Copy of the Registration  |  |  |
| 14 | Proof of DD towards the cost of Tender   | Scanned copy of DD  |  |  |

## SCOPE OF WORK AND GENERAL INSTRUCTION FOR TENDERERS

### 1. SCOPE

1. The Archaeological Survey of India, Goa Circle invites Online Bids in the prescribed form under the Two Bid system **Technical Bid and Financial Bid** for providing different category labourers to Archaeological Survey of India for the work of **MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.**

### 2. DOCUMENT TO DOWN LOAD

1. The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.
2. **Document Download: Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in critical data sheet.**

### 3. CRITICAL DATE SHEET.

1. Technical Bid should, inter alia, contain all technical details of service and solution to be provided along with such documentary proofs. Financial Bid should, inter alia, indicate term-wise price and other commercial / financial terms against the items mentioned in the Technical Bid.

### 4. BID SUBMISSION

1. Applicant/intending or interested Bidder are invited to submit their online proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid, separately, clearly mentioning (i) 'Technical Proposal' and (ii) 'Financial Proposal' respectively. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document **as given in CRITICAL DATE SHEET. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### 5. EARNEST MONEY DEPOSIT

1. The hard copy of original instruments in respect of cost of earnest money (EMD) and cost of tender paper must be delivered in sealed cover to the Superintending Archaeologist, Archaeological Survey of India, Goa Circle, CHURCH COMPLEX, Old Goa, Goa on or before 19/06/2018 as mentioned in critical date sheet.
2. The Tender offer without EMD and cost of Tender paper will be summarily rejected. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organisation, National Small Industries Corporation (NSIC) or Ministry of Culture. The EMD be submitted separately as under:

3. The EMD should be in the favour of “**The Superintending Archaeologist, Archaeological Survey of India, Goa Circle, church complex, Old Goa, Goa**” payable at Old Goa should be deposited in the shape of Demand Draft of nationalized bank only.

## 6. GENERAL

1. Tender of the Work Order shall be a period up to 31/03/2019; and may be extended for another three more months/up to 30.06.2019 period as per the necessity.
2. **Estimated Cost Of Tender: Rs.5,08,641/-** (Rupees five lakh eight thousand six hundred and forty one only)
3. The Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church complex, Old Goa, Goa - 403 402 invites tenders from reputed, well established and financially sound manpower providing Companies /Firms /Agencies for providing Labourers of different categories for the work of Providing man power supply (unskilled labourers) for day to day upkeep of the MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.
4. The contract will be for a period of **up to 31.03.2019** from the date of award contract. The Period of contract may further be extended for three more months depending upon satisfactory work as per the necessity.
5. The ASI has requirement for services of Labourers (**who are resident of Tambdisurla and having experience of working at Tambdisurla Monuments**) of different categories and well conversant with sweeping, cleaning, uprooting of vegetation's, climbing on the monuments, etc essentially in good health and able to discharge the daily output as per prescribed. They should have AADHAR Number for biometric Attendance system.
6. Bio-Data of Labourers shall be submitted before commencement of services. Service Provider shall ensure that no Police/ Criminal case is there against them. The Service provider shall be fully responsible for their integrity.
7. His/her antecedents should have been got verified by the agency from the local police authorities and a copy each of the character-in –Antecedent Report in respect of candidates from the police should be furnished to the department.
8. Payment shall be made by Service provider to Labourers by 7<sup>th</sup> of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
9. Payment shall be made to the Contractor on monthly basis based on (i) Work Completion Certificate (ii) Attendance Record of Labourers.
10. No placement charges shall be collected by the firm from the prospective candidates.
11. In case any of the above provision is violated, the company shall be liable to be blacklisted from the Government of India.

12. The Technical Bid of tenders shall be opened on 20/06/2018 10.00 hrs at Office of Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church complex, Old Goa, Goa - 403 402, in the presence of the authorized representatives of The Companies/Firms/Agencies, who are present on the spot at that time.
13. The Tax at source (TDS) and Labour Cess shall be deducted as per the provisions of the Income Tax Department & Labour Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
14. The **Superintending Archaeologist, Archaeological Survey of India, Goa Circle, church complex, Old Goa, Goa** reserves the right to cancel any or all the bids without assigning any reason.
15. Labourers (Age-between eighteen to sixty years) will be engaged for periodical cleaning of the monument, attending watch & ward duty in and around the monument during night hours, sweeping, floor cleaning, fitting & fixtures, toilets, signage boards, garbage removal from the site, Incinerator operation and other service during day and night hours whenever necessary, and their services will be productively used for any other work assigned by the site in charge.
16. Normal working hours is 8.30 hours to 17.30 hrs with one hour Lunch break and it will be depend upon the requirement of site, and they should adhere the instructions of the site in charge. No accommodation/transportation facilities will be provided by ASI. In case of any mishaps/accidents occurred during discharging of duties by the labourers, the compensation liabilities will solely rest with contractor and no compensation/aid will be paid by the department and redressal of grievances shall be by contractor agency only. The contractor/agency shall not sublet the work. ASI shall have the full right to ask for removal/replacement of any person of the agency, who is not found to be fit/suitable and orderly in the discharge of his/her duty. Lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider.
17. Since it is a part of the conservation work of the centrally protected ancient monuments and not modern works like CPWD, it is understood that **the bidder has inspected the site and assessed the volume and nature of work before bidding for the project**; no claim whatsoever will be entertained at any stage, in this regard.
18. The contractor while furnishing the list of workers shall also submit copy of their aadhar card.
19. The labour deployed in this department will be paid their wages fortnightly/monthly basis by the contractor/agency/company through individual bank account and copy of the payment details, receipts ESI, EPF etc. of each labour will be submitted to the office along with bill attached with a certificate from the concerned in charge, and if not satisfied ASI shall withhold the payment due to the service provider besides other legal action.
20. The ASI site is a National Monument and its ambience must be maintained without any damage to the monuments ASI sites are non-smoking area/non plastic area and the agency must be strictly complaint with such requirement.
21. The agency has to bear with abrupt repeal of funds by the Government and has to wait till fresh allotments are made. No interest payment for the delay in payment will be made by the ASI. The quantum of work can be modified as per availability of the funds and need of the work.
22. ASI reserves its right to regulate (scale down) hiring of labours as per their requirement and the payment will be as per actual utilisation of man power/labour units and the contractor will not have any claim beyond the actuals.
23. TDS & Labour cess will be deducted from the respective bills as per applicable by this office.

## TENDER NOTICE

1. Sealed tenders on behalf of the President of India are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/Agencies/Contractors for providing Labourers of different category required for maintenance and up keeping of monuments/sites at Tambdisurla. Archaeological Survey Of India, Goa Circle, Goa for the period of Up to 31/03/2019 , from date of award of contract, which is extendable for another three months on daily rate basis as per necessity.
2. Complete Tender Document can be downloaded from the website of this Department.
3. Interested manpower providing Companies/ Firms/ Agencies may submit/ deposit the Earnest Money Deposit (EMD) in sealed cover Rs.10,200/- (2% of the estimated cost of tender) & cost of tender paper for Rs.500.00 and other requisite documents on or before 19/06/2018 up to **18:00 hours** to the tender box at O/o the Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church complex, Old Goa, Goa-403 402.
4. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened on **20/06/2018 at 10.00** hours followed by financial bid at the Office of the Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Church complex, Old Goa, Goa in the presence of authorised representative of Bidders as may wish to be personally present.
5. The tender form can be downloaded from web site -[www.asi.nic.in](http://www.asi.nic.in); [www.asigoacircle.com](http://www.asigoacircle.com) and e-portal <https://eprocure.gov.in>.
6. Issue of tender form will be stopped one day before the date fixed for opening the tenders.
7. ASI reserved the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintending Archaeologist, ASI, Goa Circle in this regard shall be final and binding on all parties in all circumstances.
8. The successful tenderer will have to deposit Performance Security Deposit @ 8% of order value in the form of Demand Draft/Bank Guarantee or Fixed Deposit Receipt (FDR) made in the name of the Company/Contractor but hypothecated to the Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Old Goa, 403402 covering the initial period or Demand Draft in favour of “Superintending Archaeologist, Archaeological Survey Of India, Goa Circle, Goa. The FDR will have to be accordingly renewed by the successful tenderer.

9. The tendering company/contractors are required to up load photocopies of the following documents and Demand Draft, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.
  - 1).Registration certificate; 2), Copy of pan/GIR/TIN/GST; 3).copy of IT filed for the last three years; 4).Copies of service tax registration certificate; 5).copy of the registration with labour department; 6). Declaration regarding black listing as per format attached.7) copy of DD (two numbers)
10. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit EMD & cost of tender paper in sealed envelopes super scribing “Technical Bids for providing “man power supply services to the ASI” . The sealed envelope super scribing “**Tender for providing Man power supply Services; and addressed to The Superintending Archaeologist, Archaeological Survey of India, Goa Circle, church complex, Old Goa, Goa - 403 402” Due date – 15/11/2017.**
11. The **Superintending Archaeologist, Archaeological Survey of India, Goa Circle, church complex, Old Goa, Goa** reserves the right to cancel any or all the bids without assigning any reason.
12. The contractor should take utmost care and to see that no damage is caused to any part of the monument while execution of work.
13. Conditional bids shall not be considered and will be rightly rejected in the very first instance.
14. All entries in the tender form should be legible and filled is clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In the Technical Bid Application must be initialled the person authorized to sign the tender bids.
15. The Technical &Financial Bid of tenders shall be opened on **20/06/2018 at 10.00 hrs** at Office of Superintending Archaeologist, Archaeological Survey of India, Goa Circle, **Old Goa, Goa - 403 402**, in the presence of the authorized representatives of The Companies/Firms/Agencies/contractors, if any, who are present on the spot at that time.
16. The **Superintending Archaeologist, Archaeological Survey of India, Goa Circle, , Old Goa, Goa** reserves the right to cancel any or all the bids without assigning any reason.
17. In case any of the above provision is violated, the company shall be liable to be blacklisted from the Government of India.
18. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
19. All the rates including all taxes shall be quoted on the proper form of the tender alone.
20. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer of ASI shall be communicated to the Superintending Archaeologist.
21. All taxes in respect of this contracts shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.
22. The contractor must produce Income tax clearance certificate and permanent A/C number (PAN).

23. The contractor with relatives working for ASI, who are responsible for award and execution of work contracts, shall not be permitted to tender for works in the Archaeological Survey of India. He shall also intimate the names of persons who are working with him in capacity or are subsequently employed by him, who are near relatives to any Gazetted officer in ASI or in the Ministry of Culture. Otherwise he will be liable to be removed from the approved list of contractors of this department. The contractors shall give a list of Non-Gazetted employees related to him.
24. The tender of works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or make any modifications in the terms and conditions of the tender, which are not acceptable to the department, then the Government shall forfeit 100% of the EMD.
25. Contractors exempted from payment of EMD/PGC/SD in individual cases should attach proof of record with tender an attested copy of the certificates from concerned organization and should produce the original whenever called upon to do so.
26. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have rendered for the same work. Failure to observe this condition would render of the contractors tendering as well as witnessing the tender liable for rejection.
27. In case of tie in lowest rate, the Company/ Firm/ Agency/contractor who has completed more quantum of conservation work, executed/carried out in last 3 years for conservation work of the centrally protected monuments in Archaeological Survey of India organization shall be declared L 1. Copies of the Completion certificate from the authority shall be uploaded in the cpp portal by the contractor along with Bid as directed in the Eligibility Criteria.
28. In cases where the bidder has submitted “zero” Service charges the bid shall be treated as unresponsive and will not be considered. Further zero percentage included all derivatives of zero upto 0.9999 and thereof. Any service charges not adhering to the above guidelines should consider as unresponsive and such bid should not be considered for evaluation
29. The work shall be awarded to the L 1 bidder.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and contract clauses annexed hereto so far as applicable and or in detail 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.....(Rupees.....) is herewith attached/forwarded in DD vide number .....Dated..... as Earnest Money. If I/We fails to commence the work as specified in the above memorandum or is I /We fail to deposit the amount of security deposit/Performance Certificate specified in the above memorandum in accordance with conditions of the contract. I/We agree that the President of India or his successor in office shall/without prejudice to any other right or remedy, be at liberty to forfeit the said EMD shall be retained by him towards such security /PG deposit. I/We further agree that the said President of India or his successor in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security/PG amount as aforesaid.



Place: DATED SIGNATURE OF THE CONTRACTOR with seal

PAN NO:

PHONE NUMBER:

Mobile number:

Dated Signature & address of witness to signature of Tenderer

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

Dated the .....of.....2018.

Dated Signature of the officer by whom the tender is accepted and Seal

**Superintending Archaeologist  
Archaeological Survey of India  
Goa Circle, church complex, Old Goa, Goa  
For and on behalf of the President of India**

## APPLICATION FOR TENDER

1. Name of Tendering Company/ Firm/ Agency/Contractor :
2. Category & class of the contractor, Financial limit :
3. Full Address of Regd. Office :
- Telephone No :  
Fax No :  
E-Mail Address :
4. Full address of Operating Branch :
- Telephone No :  
Fax No :  
E-Mail Address :
5. (a) Banker of Company/ Firm/ Agency (Full Address) -----
- (b) Telephone Number of Banker -----
6. PAN/GIR NO. -----
7. GST registration, -----
8. E.P.F. Registration Number, -----
9. E.S.I. Registration Number, -----
10. Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof thereof.

| Financial Year | Annual Turn over Amount (Rs. Lakhs) | Remarks, Please attach in Eligibility statement/Auditor report |
|----------------|-------------------------------------|--|
| 2015-16        |                                     |  |
| 2016-17        |                                     |  |
| 2017-18        |                                     |  |

11. Give details of the major similar Man power contracts/Conservation contracts/ASI work execution/supply handled by the tendering Company/ Firms /Agency during the last three years in the following format:

| S<br>L<br>N<br>O | Name of Agency & agreement number | Date of commencement | Date of completion |        | Reason for delay & compensation levied if any | Tendered amount | Gross amount of the completed work | Net amount received |
|------------------|-----------------------------------|----------------------|--------------------|--------|---|-----------------|------------------------------------|---------------------|
|                  |                                   |                      | stipulated         | Actual |   |                 |                                    |                     |
| <b>2015-16</b>   |                                   |                      |                    |        |   |                 |                                    |                     |
|                  |                                   |                      |                    |        |   |                 |                                    |                     |

| S<br>L<br>N<br>O | Name of Agency & agreement number | Date of commencement | Date of completion |        | Reason for delay & compensation levied if any | Tendered amount | Gross amount of the completed work | Net amount received |
|------------------|-----------------------------------|----------------------|--------------------|--------|---|-----------------|------------------------------------|---------------------|
|                  |                                   |                      | stipulated         | Actual |   |                 |                                    |                     |
| <b>2016-17</b>   |                                   |                      |                    |        |   |                 |                                    |                     |
|                  |                                   |                      |                    |        |   |                 |                                    |                     |

| S<br>L<br>N<br>O | Name of Agency & agreement number | Date of commencement | Date of completion |        | Reason for delay & compensation levied if any | Tendered amount | Gross amount of the completed work | Net amount received |
|------------------|-----------------------------------|----------------------|--------------------|--------|---|-----------------|------------------------------------|---------------------|
|                  |                                   |                      | stipulated         | Actual |   |                 |                                    |                     |
| <b>2017-18</b>   |                                   |                      |                    |        |   |                 |                                    |                     |
|                  |                                   |                      |                    |        |   |                 |                                    |                     |

|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|

(If the space provided is insufficient, a separate sheet may be attached)

This is to certify that no adverse action on any of the above mentioned works has been taken by the concerned department against me/us. I/we understand that if any information is found incorrect our contract is liable to be cancelled.

12. Additional information, if any  
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

**CERTIFICATE OF CHARTERED ACCOUNTANT/ STATUTORY AUDITOR**

Certified that following is the turnover on civil work/outsourcing work/conservation

Works of the individual/firm/company

(.....) as per returns filed with  
Income Tax for the past three years.

Name and Registered address of individual/firm/company:

| SL NO | Financial year | Accounting year | Turn over |
|-------|----------------|-----------------|-----------|
| 1     |                |                 |           |
| 2     |                |                 |           |
| 3     |                |                 |           |
|       |                | TOTAL           |           |

(Signature)

Name

For the Chartered Accountant

Membership NO of ICAI

Date and Seal

## DECLARATION

### (company/contractors letter head)

1. I -----Son/ Daughter of Shri -----signatory of the Agency/firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and condition of the tender and undertake to abide by them.
3. My agency has not been black listed/ debarred from participating in tender of any Ministry/Department of Government of India undertaking in the last three (3) Years as on date of opening of this tender.
4. The information/ document furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/ We am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
6. The agency/contractor will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal:



**Application for Financial Bid**  
**For providing Man Power supply skilled/Unskilled Labour**

1. Name of tendering Company/ Firm/ AGENCY-----  
-----
2. Details of Earnest Money Deposit: Rs..... D.D/P.O. No. & Date:  
Drawn on Bank:
3. For the purpose of comparison in the financial rates to be quoted in accordance with the Minimum Wages Act, 1948 notified by the Chief Labour Commissioner, Government of India vide Notification No. 1/13(1)/2017-LS-II dated 20.04.2017 as applicable to Goa state on the date of issue of this tender for Mazdoor (Unskilled & skilled Labours). Copy of notification may be enclosed.
4. The rates which is not in accordance of Minimum Wages Act. 1948 notified by the Chief Labour Commissioner, Government of India vide Notification No. 1/13(1)/2017-LS-II dated 20.04.2017 as applicable on the date of issue of this tender in the Goa for Mazdoor Labourers (unskilled & skilled Labourers ) will not be accepted and financial bid shall not be considered.

Further, actual amount payable to the bidder shall not be less than Central minimum wages as per rules applicable in the respective states/city as per Ministry of Labour and Employment. Where the Central minimum wages for un-skilled category are lower than the rates notified under State Government minimum wages, the higher rates shall be protected and treated as minimum rate of wages. For the purpose of evaluation of financial bid, the Bidders shall be required to submit copy of the latest notification of minimum wages for all categories for Goa Region, as Notified by the Chief Labour Commissioner, Government of India based on which rates, the financial bid is to be quoted.

5. The agency will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities. **Necessary TDS & Labour cess or any other taxes declared by the Government will be applicable and will be deducted from the contractors/Firm bill as per rule and rate.**
6. Break up of rate

| Sl. No | Component of Rate   | Amount in Rs. Per person/per day                |
|--------|---|---|
| i      | Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wage Act,1948)for Mazdoor (Un Skilled Labour) | Rs. DRAFT COPY ONLY. Not to quote the rate here |
| ii     | Employees Provident <a href="#">Fund@13.16%</a> of basic rate   | Rs.   |
| iii    | Employee State <a href="#">Insurance@4.75%</a> of Basic rate  | Rs.   |
| iv     | Contractor Service Charge----- % of basic rate  | DRAFT COPY ONLY. Not to quote the rate here     |

|      |   |     |
|------|---|-----|
| v    | Labour cess @ 1% of basic rate plus contractors profit (i+iv)   | Rs. |
| vi   | GST Tax @ 12% of (i & iv) of basic rate plus contractors profit   | Rs. |
| vii  | Grand Total of i+ii+iii+iv+v+vi   |     |
| viii | Total of vii above <b>.Rate per Labour per day inclusive of all. Amount rounded off to next figure.</b> | Rs. |
| ix   | Total Amount as per Contract (.....Units X viii above)  | Rs. |

| Sl. No | Component of Rate  | Amount in Rs. Per person/per day            |
|--------|--|---|
| i      | Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wage Act,1948)for Skilled Labour | Rs.   |
| ii     | Employees Provident <a href="#">Fund@13.16%</a> of basic rate  | Rs.   |
| iii    | Employee State <a href="#">Insurance@4.75%</a> of Basic rate   | Rs.   |
| iv     | Contractor Service Charge----- % of basic rate   | DRAFT COPY ONLY. Not to quote the rate here |
| v      | Labour cess @ 1% of basic rate plus contractors profit (i+iv)  | Rs.   |
| vi     | GST Tax @ 12% of (i & iv) of basic rate plus contractors profit  | Rs.   |
| vii    | Grand Total of i+ii+iii+iv+v+vi  |   |
| viii   | Total of vii above <b>.Rate per Labour per day inclusive of all. Amount rounded off to next figure.</b>            | Rs.   |
| ix     | Total Amount as per Contract (.....Units X viii above)   | Rs.   |

Date:

Signature of authorised person

Seal:

Full Name

Place:

## EVALUATION CRITERIA

1. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
2. The bidder who quotes lowest rate as per person per day mentioned in Para 6 (viii) of Application for financial bid will be declared L 1.
3. In case of tie in lowest rate, the Company/ Firm/ Agency who has completed more work order value in last 3 years for conservation/contract works in ASI/CPWD/Government Department shall be declared L1. Copies of work completion certificate from employer shall be up loaded with Technical bid for evaluation.
4. The work shall be awarded to the L 1 bidder.

### **Notes:**

1. In cases where the bidder has submitted “zero” Service charges the bid shall be treated as unresponsive and will not be considered. Further zero percentage included all derivatives of zero up to 0.9999 and thereof. Any service charges not adhering to the above guidelines should consider as unresponsive and such bid should not be considered.
- 2 The payment shall be made on monthly basis, based on attendances duly certified by concerned sub circle incharge .
- 3Necessary TDS and labour cess or any other taxes declared by the Government will be applicable and will be deducted from L1 bill as per rule and rates.

## SCHEDULE OF WORK/MAN POWER SUPPLY/ BOQ

Tender Inviting Authority: Superintending Archaeologist, Archaeological Survey of India, Goa Circle, Old Goa

Name of Work: Providing man power supply (unskilled labourers) for day to day up keeping work **MWAR to the Annual Maintenance and Upkeep of Mahadev Temple, Tambdisurla.**

Contract No

| Name of the Bidder/Company/Firm address |   | <b>PRICE SCHEDULE</b><br>(DOMESTIC TENDERS-RATES ARE TO BE GIVEN IN RUPEES(INR) ONLY<br>(This BOQ template must not be modified/replaced by the bidder and the same should be up loaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only. |       |  |   |  |   |                      |  |          |                           |          |            |   |                       |      |         |         |         |      |
|---|---|--|-------|--|---|--|---|----------------------|--|----------|---------------------------|----------|------------|---|-----------------------|------|---------|---------|---------|------|
| NUM BE R                                | TEXT  | NUMB ER  | TEXT  | NUMB ER  | NUMB ER   | NUMB ER                                | NUMB ER   | NUMB ER              | NUMB ER  | NUMB ER  | NUMB ER                   | NUMB ER  | NUMB ER    | NUMB ER   | NUMB ER               | TEXT | NUMB ER | NUMB ER | NUMB ER | TEXT |
| SL. NO                                  | Item Description  | Quantity   | Units | Minimum wages rate fixed in this column shall be replicated in column by the Bidder in INR | DAILY WAGE RATE with VDA (in accordance with Minimum wage ACT,1948) in Figures to be entered by the Bidder in INR (i) | PROVIDENT FUND @13% Amount in INR (ii) | ESI State insurance @ 4.75% Amount in INR (iii) | Labour Cess @ 1% (v) | CONTRACTOR SERVICIAL CHARGE AMOUNT in INR (iv) | SUBTOTAL | GS TAX @12% of (i) & (iv) | SUBTOTAL | TOTAL RATE | TOTAL AMOUNT with Taxes in INR Column 3 x column 14 | TOTAL AMOUNT IN WORDS |      |         |         |         |      |
| 1                                       | 2   | 3  | 4     | 5  | 6   | 7                                      | 8   | 9                    | 10   | 11       | 12                        | 13       | 14         | 15  | 16                    |      |         |         |         |      |
| 1                                       | Name of the Monuments Mahadev Temple, Tambdisurla.  |  |       | <b>SAMPLE. BIDDERS ARE REQUESTED NOT TO QUOTE RATE HERE..THIS IS A SAMPLE OF BOQ</b>       |   |  |   |                      |  |          |                           |          |            |   |                       |      |         |         |         |      |
| 1                                       | 1. unskilled madoor 3 units per day; July 2018 to March 2019 ;<br>2. unskilled mazdoor 4 units per day for 15 days.(Sep./ Oct.2018.)<br>3. unskilled mazdoor 24 units for Maharatri festival. | 813  | unit  |  |   |  |   |                      |  |          |                           |          |            |   |                       |      |         |         |         |      |
|   | 1 1 units per month for 9 months electrician<br>2. 1 units per month for 9 months plumber   | 18   | unit  |  |   |  |   |                      |  |          |                           |          |            |   |                       |      |         |         |         |      |
| Total in Figures                        |   |  |       |  |   |  |   |                      |  |          |                           |          |            |   |                       |      |         |         |         |      |
| Quoted Rate in words                    |   |  |       |  |   |  |   |                      |  |          |                           |          |            |   |                       |      |         |         |         |      |

## **Terms and condition of contract**

### **1. GENERAL**

1. The contract may be extended, on the same terms and conditions for a further period of Three months on daily basis on satisfactory performance and as per necessity.
2. The contracting Company/ Firms/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract.
3. The tenderer will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.
4. ASI reserves right to terminate the contract during initial period also after giving three days' notice to the contracting agency in case of breach of terms of contract.
5. All the workers deployed in this Department will be paid their wages on monthly basis by the Company/ Firm/ Agency through individual bank accounts and Documentary evidence should be submitted to ASI before the end of each month. ASI shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider, besides other legal actions.
6. Whenever minimum wage is revised by the CLC, Government of India, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the Contractor Service Charge unchanged.

### **2. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

1. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of Un skilled Labourers/Mason/Painter/Plumber/Electrician/Stone Dresser, etc.
2. The contracting Company /Firms/ Agency shall furnish the following document in respect of the individual worker who will be deployed by it in this Department before the commencement of work.
  - a. List of persons deployed:
  - b. Bio-data of the persons.
  - c. Attested copy of matriculation certificate containing date of birth.
  - d. Character certificate from two Group "A"/Class-I officers of the Central/State Government;
  - e. Certificate of verification of antecedents of persons by local police authority.
  - f. Identity Cards bearing photograph.
  - g. AADHAR Card Copy.

3. In case the persons employed by the successful Company/ Firms/ Agency commits any Act omission / commission/ which amounts to misconduct/ indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary Legal action against such persons, including their removal from site of work, if required by the Department.
4. The tendering Company/ Firm/ Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, Incompetence, conflicts of interest, improper conduct etc. on instruction of the Department.
5. Company shall be required to maintain daily attendance/leave report in the format as prescribed by ASI. The person deployed by the manpower Agency shall have to mandatorily log-in-his/her attendance on Aadhar-Enabled Biometric Attendance System (AEBAS) for which Aadhar enrolment is mandatory condition. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wages shall be deducted. They should report for attendance 15 minutes before the scheduled time of work
6. The agency shall depute a coordinator who would be responsible for immediate interaction with ASI so that optimal service of the person deployed by the agency could be availed without any disruption.
7. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day or leaving the job due to personal reasons.
8. It will be the responsibility of the service providing agency to meet all expenses for transportation, food, Medical and any other requirement during the work period in respect of the persons deployed by it (agency).
9. The Service-providing Agency shall be solely responsible for the redressal of Grievances/ resolution disputes relating to person deployed.
10. This Department shall not be responsible for any damages, losses, claims, financial Injury/accident to any person deployed by service providing agency in the course of their Performing the functions / duties, or for payment towards any compensation.
11. The tendering agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A Compliance certificate in this regard will be submitted along with the bills every month.
12. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc.
13. The manpower supplied under this contract shall possess the qualification as mentioned in the tender. Conditional bid shall not be considered and will be rejected in the first instance.

14. The contract shall commence within 10 days of the date of acceptance of the work order or within 15 days from the date of issue of date of order whichever is earlier, by the Company/Firm/Agency.
15. In case of the company /Firm/Agency is asked to provide a substitute and it fail to do so within three days, than a penalty equals to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.
16. The contracting Company/Firm/Agency shall not allow transferring, assigning, and pledging or subcontracting its rights and liabilities under this contract to any other agency without the prior written consent of ASI. The circumstances for change will be submitted in writing to ASI for approval before hand.
17. All assigned manpower will wear Identity card provided by ASI while performing all duties at the arranged place of work.
18. The contracting Company/Firm/Agency shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in ASI under the contract. Any such malpractice shall render the contracting Company/Firm/Agency liable for termination of contract.
19. The tender will be bound by the details furnished to the ASI while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be falls at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.
20. Authority reserves right to terminate the contract during the period of contract after giving a month notice to an agency.
21. Vender shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If a deployed source is on leave than the vender shall provide a suitable substitute.
22. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the person deployed by the agency are availed without any disruption.
23. It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the person deployed by it in the ASI will have no liability in this regard.
24. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The ASI shall, in no way be responsible for settlement of such issued whatever.

### **3. LEGAL**

1. Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/ specified contract amount etc. in respect of the person deployed by it in the ASI. **The agency has to submit copy of deposit of EPF/ESI with concerned authority every month as an evidence of payment in accounts of person deployed.**
2. The tendering agency shall also be liable for depositing all taxes, levies, cess etc. on amount of service rendered by it to the ASI to the concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
3. The provision of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the employees assigned by the vendor to ASI.

### **4. FORCE MAJEURE**

1. Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by ASI:- “ If at any time, during the continuance of contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (here in after referred to ‘events’) provided notice of the happening of such events is given by either party. This shall be reason enough to entitle both to terminate this contract and either party will not have any claim for damage against the other in respect of such non – performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DG ASI as to whether the deliveries have been so resumed or not, shall be final or conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days , either party may at its option terminate the contract.”

### **5. ARBITRATION**

1. ASI and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions such dispute shall be referred to the arbitrator as appointed by DG ASI and the award of arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

### **6. APPLICABLE LAW**

1. The work order will be governed by the laws and procedures established by the Govt. Of India, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.



## **Instruction for Online Bid Submission**

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid digital signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CCP Portal, prepare their bid in accordance with the requirements and submitting their Bids online on the CCP Portal.

More information useful for submitting online Bids on the CCP Portal may obtained at: <http://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enrol on the e Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app> ) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CCP Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digitals Signature Certificate (Class II or Class III Certificate with signing key usage) issued by any Certifying Authority recognised by CCA India (e.g.Sify / NCode / EMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SERCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CCP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameter’s such as Organisation Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the Bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification /help from the Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally, they can be PDF /XLS /RAR /DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents ( e.g. PAN card copy ,annual reports ,auditor certificates etc.) has been provided to the Bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a Bid, and need not be uploaded again and again .This will lead to a reduction in the time required for Bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the time i.e. on or before the Bid submission time. Bidder will be responsible for any delay to other issues.
2. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “office” to pay the tender fee /EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted / couriered /given in person to the concerned official, latest by the last date of BID submission or as specified in the tender documents. The details of the DD /any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the upload bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the Bid will be rejected.

6. The server time (which is displayed on the Bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
7. All the documents being submitted by the Bidders would be encrypted using PKL encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / Bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised Bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
9. Upon the successful and timely submission of Bid (i.e after Clicking "Freeze Bid submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid No. and the date & time of submission of the Bid with all other relevant details.
10. The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24 X 7 CPP Portal Helpdesk Mobile Number - + 91 8826246593 Tel : 24 X 7 Help Desk Number 0120-4200462, 0120-4001002.

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

Date:

TO,

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Sub: Acceptance of Terms & Conditions of Tenders.

Tender Reference No: \_\_\_\_\_

Name of Tender /Work:

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Dear Sir,

1. I / We have downloaded /obtained the tender document the tender document (s) for the above mentioned 'Tender / Work 'from the web site (s) namely.

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\_\_\_\_\_ as per your advertisement, given in the above mentioned web site(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents From Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure (s), schedule (s), etc.), which form part of the contract agreement and I /We shall abide hereby by the terms /conditions /clauses contained therein.

3. The corrigendum (s) issued from time to time by your department /organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We do hereby declare that our Firm has not been blacklisted /debarred by any Govt. Department / Public sector undertaking.

5. I / We certify that all information furnished by the our Firm is true & correct in the event that the information is found to be incorrect / untrue or found violated, then your department /organization shall without giving any notice or reason therefore can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)