REQUEST FOR PROPOSAL

LABOUR COMPONENTS FOR MW (CONS.) REPAIRS AND CONSERVATION OF OLD GROUP OF TEMPLES 4, 5, 7 & 8 AT ANJANERI, DIST. NASIK (Group 1 & 3) 3rd Call

F.No. 3/NSK/17/MW(P)/17-18/C-1349 Dated: 18.03.2020

GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA
Aurangabad CIRCLE
NOTICE INVITING TENDERS

Online Tenders on behalf of the President of India are invited in two bids system from established, reputed, experienced bidder for providing Casual labourers for Conservation work of MW (Cons.) Repairs and Conservation of old group of temples 4,5,7 & 8 at Anjaneri, dist.Nasik (Group 1 & 3) 3rd call, a centrally protected Monument. The Bidder should be registered with the appropriate registration authority at heritage sites.

2. Complete Tender Documents can be accessed from CPP Portal https://eprocure.gov.in/eprocure/app.

3. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at 11:30 p.m. on 09.04.2020

4. The Approval Authority reserves 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 DG, ASI in this regard shall be final and binding on all.

Copy to:
a. Notice Board
b. Website of ASI (HQ)/Aurangabad Circle.
Section-1

Table -A: Time and Work Frame

LABOUR COMPONENTS FOR MW (CONS.) REPAIRS AND
CONSERVATION OF OLD GROUP OF TEMPLES 4,5,7 & 8
AT ANJANERI, DIST.NASIK (Group 1 & 3)3rd call.

- Manual bids shall not be accepted.

CRITICAL DATE SHEET

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name Of Work: MW (Cons.) Repairs and Conservation of old group of temples 4,5,7 &amp; 8 at Anjaner, dist.Nasik (Group 1 &amp; 3) 3rd Call.</td>
</tr>
<tr>
<td>2</td>
<td>Tentative Cost of Work</td>
</tr>
<tr>
<td>3</td>
<td>EMD:</td>
</tr>
<tr>
<td>4</td>
<td>Probable time of completion</td>
</tr>
<tr>
<td>5</td>
<td>Date of issue of Tender</td>
</tr>
<tr>
<td>6</td>
<td>Bid Document Download / Sale Start Date</td>
</tr>
<tr>
<td>7</td>
<td>Date of Pre Bid Conference</td>
</tr>
<tr>
<td>8</td>
<td>Start date for submission of filled in tender document.</td>
</tr>
<tr>
<td>9</td>
<td>Bid Submission End Date</td>
</tr>
<tr>
<td>10</td>
<td>Date of opening of Technical bid</td>
</tr>
<tr>
<td>11</td>
<td>Date of opening of financial Bid</td>
</tr>
<tr>
<td>12</td>
<td>Validity of Bid</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS

1. General Instructions:

While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.1 Superintending Archaeologist, Archaeological Survey of India, Aurangabad Circle on behalf of President of India invites Online Bids in the prescribed form under the Two Bid System Technical Bid and Financial Bid for providing Casual labourers for undertaking work of MW (Cons.)Repairs and Conservation of old group of temples 4,5,7 & 8 at Anjaneri, dist. Nasik

1.2 Each page of the tender documents must be signed. Any bid with any of the document not so signed is liable to be rejected at the discretion of the Client.

1.3 All bidders are hereby informed that conditional offers or offers with deviations from the conditions of the contract, the bids not meeting the minimum eligibility criteria, Technical bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.4 The requirement of casual labourers is tentative and may increase or decrease at the sole discretion of the Sub-Circle-Incharge at site.

2. Guidelines:

The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.

Document Download: Tender documents may be downloaded from CPP site https://eprocure.gov.in!eprocure!app as per the schedule as given in CRITICAL DATE SHEET.

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

3. Bid Submission:

Applicants/intending or interested Bidders 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 CPP website: https://eprocure.gov.in!eprocure!app:

Bid documents may be scanned with 300 dpi with black and white option which helps in reducing size of the scanned document.
4. Earnest Money Deposit:

The Hard Copy of original instruments in respect of cost of earnest money must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Aurangabad Circle or Bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/FDR against the submitted Bid.

The interested Companies/Firms/Agencies may deposit /submit the Earnest Money Deposit (EMD) for Rs. 59,838.00 (Rupees Fifty Nine Thousand Eight Hundred Thirty Eight Only) in the form of DD/FDR drawn in the favour of Superintending Archaeologist, Archaeological Survey of India, Aurangabad Circle, in the Deposit box before the last date of the submission in the sealed envelope mentioning the Name of the Work.

Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organization, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME).

No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of Earnest money deposit or security deposit.

1. The successful tenderer will have to deposit in the form of DD/FDR made in favour of Superintending Archaeologist, Archaeological Survey of India, Aurangabad Circle.

2. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.

3. All entries in the tender form should be legible and filled 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 such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

4. In case of any of the above provisions are violated, the Company shall be liable to be debarred from the Aurangabad Circle works.

5. The Approval Authority reserves the right to cancel any or all the bids without assigning any reason.
5. Description of items in the Tender:

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Description and specification of items</th>
<th>Total Estimated quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Stone chiseller [Who knows Temple work/Architecture] (Estimate approved rate is Rs. 900/Unit including GST &amp; All Taxes)</td>
<td>248.00 Units</td>
</tr>
<tr>
<td>1.3</td>
<td>Moplas [Heavy weight stone lifters] (Estimate approved rate is Rs. 800/Unit including GST &amp; All Taxes)</td>
<td>1147.00 Units</td>
</tr>
<tr>
<td>1.4</td>
<td>High skilled labours [Qualified Mazdoor] (Estimate approved rate is Rs. 653/Unit including GST &amp; All Taxes)</td>
<td>460.00 Units</td>
</tr>
<tr>
<td>1.5</td>
<td>Skilled person/Mason (Estimate approved rate is Rs. 593/Unit including GST &amp; All Taxes)</td>
<td>160.00 Units</td>
</tr>
<tr>
<td>1.6</td>
<td>Un-skilled Labours [Mazdoor] (Estimate approved rate is Rs. 448/Unit as per Maharashtra Labour Commissioner Circular)</td>
<td>1914.00 Units</td>
</tr>
</tbody>
</table>

6. The above cited labours to be supplied by the contractors should have a minimum two years experience on the field of conservation and restoration of historic monuments as per conservation manual of Archaeological Survey of India besides the labours should have the knowledge and skill in lime punning works/highly ornamental lime plastering in Arches/lakhori brick masonry/Ariash work/under pinning/water tightening work by liming/lime concreting/stone carving work/expertise in working in risky situation like in slope, high fortification wall doom/stone chajja etc.

7. The contractor has to supply the number of labour as per day to day requirement of Sr. CA in charge and the quality of work cannot be compromised. Even the labours that are not competent enough shall be removed immediately without any payment.

8. Address for communication, are as given below: -

Contact Details:

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>SUPERINTENDING ARCHAEOLOGIST, ASI, AURANGABAD CIRCLE, AURANGABAD.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address for communication</td>
<td>0/O SUPERINTENDING ARCHAEOLOGIST, ARCHAEOLOGICAL SURVEY OF INDIA, AURANGABAD CIRCLE, AURANGABAD PADMAPANI BHAWAN BAMU CAMPUS NEAR NANDANWAN COLONY AURANGABAD,</td>
</tr>
</tbody>
</table>
# MINIMUM ELIGIBILITY CRITERIA

The following shall be the Minimum Eligibility Criteria for selection of the bidders technically:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Requirement</th>
<th>Copy of Relevant Document</th>
<th>Enclosed Yes/No</th>
<th>Page No. of Bid Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Office of Bidder</strong>: The Registered Office or one of the Branch Offices of the Bidder should be located either in Nasik/Maharashtra or anywhere in India.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Registration</strong>: The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Clearance</strong>: The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Experience</strong>: The Bidders should have an experience in execution of complete conservation works in execution of heritage sites/monuments. Restoration and reconstruction of stone ancient temples.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Turn Over</strong>: The Average Annual Turn Over of the bidder should not be less than 50% of the estimated cost put to tender during the last 2 years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous quarter shall be acceptable</strong>.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Documents supporting the Minimum Eligibility Criteria:

i) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 02, attested copies of Company Registration (Limited Company, Private limited Company, JV/Consortium, Proprietorship, Partnership) Heritage Conservation Firms Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.

ii) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 03, attested copies of Service Tax/GST Return, Income Tax Return may be enclosed.

iii) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 04, attested copies of experience in certificates for completed work/on-going work issued by the A.S.I./Government departments shall be acceptable.

iv) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 05, attested copies of turn over certificate from Statutory Auditor shall be acceptable.
Annexure I

APPLICATION FOR TENDER (On Letter Head)

1. Name of Tendering Company/Firm/Agency
   (Attach certificate of registration)

2. Name of proprietor/Director of Company/Firm/Agency:

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. (Attach attested copy)

7. Service Tax Registration No. /GST registration, -------------------------------
   -------------------------------if any (Attach attested copy)

8. E.P.F. Registration Number, if any
   (Attach attested copy)

9. E.S.I, Registration Number, if any
   (Attach attested copy)
10. Financial turnover of the tendering Company/Firm/Agency for the last three Financial Years with documentary proof thereof.
(Attach Certificate from Statutory Auditor):

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover Amount (Rs. Lakh)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Details of client along address, telephone and FAX numbers</th>
<th>Amount value of Contract (Rs. In Lakhs)</th>
<th>Duration of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Signature of authorized person

Date:  
Name:  
Place:  
Seal:
Annexure II

DECLARATION [On 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 conditions of the tender and undertake to abide by them:

3. My agency has not been blacklisted/debarred from participating in tender of any Ministry/Department of Government of India and Government of India undertaking in the last Three Years as on date of opening of this Tender.

4. The information/documents 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. I/We have actually seen the site and are fully adhere with the quality and quantity of work to be executed.

7. I hereby further declare that my/our bid is unconditional in any manner or whatsoever in nature.

Signature of authorized person(s)

Date:
Full Name:
Place: Seal:
ANNEXURE III

TENDER FORM

APPLICATION FOR FINANCIAL BID

(For providing manpower/labour supply)

1. Name of the Firm ________________________.

2. Rates are to be quoted in accordance with the Minimum Wages Act 1948 as notified by the Government of NCT of Delhi as applicable on the date of issue of this tender. A copy of notification may be enclosed.

3. The rate which is not in accordance of the Minimum Wages Act 1948 as applicable on the date of issue of this tender will not be accepted and the financial bid shall not be considered.

4. The agency will ensure that it is complying with all statutory liabilities relating to taxes, relating to taxes, payment of minimum wages and other statutory liabilities.

5. Description of Labours:

<table>
<thead>
<tr>
<th>Categories</th>
<th>Approx Quantity of Labours</th>
<th>Requirement per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone chiseller [Who knows Temple work/Architecture] (Estimate approved rate is Rs. 900/Unit including GST &amp; All Taxes)</td>
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<td>Units</td>
</tr>
</tbody>
</table>

(All figures in Rupees)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Component of Rate</th>
<th>Amount in Rs. per person/ per day</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mason (Skilled)</td>
<td>Bhandhani (Semi-Skilled)</td>
</tr>
<tr>
<td>1.</td>
<td>Daily Wage Rate (Current) including existing Dearness Allowance (in accordance with Minimum Wage Act, 1948)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Employees Provident Fund@13.16 % of (i) above (if applicable)</td>
<td></td>
</tr>
<tr>
<td>111.</td>
<td>Employees State insurance@4.75 % of (i) above (if applicable)</td>
<td></td>
</tr>
<tr>
<td>1111.</td>
<td>Contractors Service Charge...... % of i above.</td>
<td></td>
</tr>
<tr>
<td>11111.</td>
<td>Total of i+ii+iii+iv above</td>
<td></td>
</tr>
<tr>
<td>111111.</td>
<td>GST@18 % of v above or as applicable</td>
<td></td>
</tr>
<tr>
<td>1111111.</td>
<td>Total of v+vi above</td>
<td></td>
</tr>
<tr>
<td>11111111.</td>
<td>Total rate per person per day</td>
<td></td>
</tr>
</tbody>
</table>
Note:

1. Total consolidated monthly amount (including Minimum Current wages (Government of NCT Delhi), ESIC, EPF etc.) per person should be quoted by the bidder under each category separately.

2. Payment shall be made by the client as per the terms and condition of the Tender Documents.

3. The charges shall be on 26 days a month basis (as per norms of labour Commissioner, Maharashtra Government)

4. The contractor shall mandatorily ensure that the cost per head is paid as monthly wage to their employees who are deployed in client’s premises for different services.

Date: ____________________________  Signature of authorized person
Place: ____________________________ Seal:
Full Name: ____________________________
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 rates for providing casual labour services per month mentioned in (viii) of Application for financial bid will be declared L1.
3. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work orders in last 2 years for providing casual labour services in Ministries/Government offices/ Government organizations shall be declared L1. Copies of Order and completion certificate from employer shall be provided along with Technical Bid.
4. The work shall be awarded to L1 bidder.

Notes:

1. In cases where the bidder has submitted "NIL" Service Charges, the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-DDD dated 28th January, 2014.
Terms and conditions of Supply of Labours

General

1. The bidder should quote his rate in words and figures per unit, any correction in the rates should be attested by the dated signature of the bidder. Otherwise, such bids are liable for rejection. The amount for each item should be worked out and requisite of the total should be given.

2. The tenders will be opened at the prescribed time and date.

3. The bidder should be registered as licensed manpower supplier/firm (Labour contractor) with labour department of any State Govt. /Central Govt.

4. The labour supplier must fulfil all conditions require under contract Labour Act.

5. The contracting bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract.

6. The tender will be bound by the details furnished by him/her to his department, while submitting the tender or at a subsequent stage. In case, any document furnished by him/her liable for legal action, besides termination of the contract.

7. This office reserves Right to terminate the contract after giving three days notice to the contracting agency in case of breach of terms of the contract.

8. Tenders which do not fulfil any of the above conditions or incomplete in any respect are liable for summarily rejection.

9. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderer who indulge in canvassing will be liable for rejection.

10. The rates given for the works should be inclusive of all taxes, leads and lifts etc. Nothing extra shall be paid over the rates quoted by the contractor/firm.

11. The contractor/firm to ensure that no damage is caused to the monument by his/their vehicle or labour/party the cost of such damages, if any should be rectified with no claim.

12. No claim whatsoever on account of fluctuations in prices will be entertained.

13. The contractor/firm shall not be entitled to any compassion whatsoever on account of any delay or default in the finalisation and acceptance of work.

14. The Earnest Money and security Deposit of the successful contractor/firm will be forfeited, if he fails to comply with any of the conditions of the contract and work shall be carried out at risk and cost of the contractor/firm.

15. It is understood that the bidder has inspected the site and assessed the volume of work before bidding for the project: no claims whatsoever will be entertained at any stage in this regard.
16. Time shall be considered as the essence of this contract. The entire work must be completed within the prescribed time limit form the date of Award letter, failing which the remaining work can be re-allotted to another contractor/firm at the risk and cost of the contractor/firm with due notice to the contractor/firm.

17. In the event of the tender being submitted by a firm, it must be signed separately be each member thereof, in the event of absence of any partner, it must be signed on his behalf by a person holding a Power-of-Attorney, authorizing him to do some such power of Attorney to be produced with the tender and it must disclose that the firm is duly registered under the India Partnership Act.

18. Receipt for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

19. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

20. Tax should be clearly indicated separately in the tender schedule duly enclosing a copy of NIC issued by concerned VAT/TAX office.

21. No advance will be paid for the commencement of the work.

22. The agency shall insure that the individual manpower deployed is in between the age of 18 years to 60 years and physically fit.

23. The firm/agency/contractor should supply the labourer as and when required for the work and as per the direction of the site in charge.

24. Total working time of labours is eight hours per day.

25. The firm/agency/contractor will ensure that no chemicals /materials/tools/methods shall be used by the labours for treatment without the consultation and information of site in charge, failing which the undersigned shall serve a notice, rescinding the contract, whereupon the Earnest Money Deposit shall be forfeited.

26. The tendering Company/Firm/Agency shall replace immediately and of its person who are found unacceptable to this department because of security risk, incompetence, conflict or interest, improper conduct etc on the instruction of the site in charge.

27. The tenderer shall be required to maintain daily attendance/leave report in the format as prescribed by this office.

28. The archaeological sites are non-smoking /non-plastic area and the manpower supplier must be strictly complaint with such requirements.

29. The site is a national monument and its ambience must be maintained without any damage.
30. The agency/firm/Contractor has to bear with the 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 Archaeological Survey of India, Delhi Mini Circle.

31. The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the client shall not in any manner be liable and all statutory liabilities (ESI & PF etc.) shall be paid by the contractor.

32. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract.

33. The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the client, emergencies exempted.

36. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the client shall own no liability and obligation in this regard.

37. The contractor shall issue identity cards/identification documents to all its employees who will be constructed by the contractor to display the same.

38. The tenderer will be bound by the details furnished by him/her to this office, 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.

39. Approval Authority 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 or any other reason.

40. All the personnel deployed for providing casual labour services in this Office will be paid their wages on monthly basis by the Company/Firm/Agency through individual bank accounts and documentary evidence will be submitted to Delhi Mini Circle before the end of each month. Aurangabad Circle 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 action.

41. Whenever minimum wage is revised by the Government of Labour Commissioner Maharashtra, the rate in the contract and the consequent statutory payments shall automatically get revised keeping the Contractors Service Charge and cost of material including consumables unchanged.
The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of Housekeeping.

1. The contracting bidder shall furnish the following documents in respect of the individuals who will be deployed by it in this office before the commencement of work.
   a. List of persons deployed.
   b. Certificate of verification of antecedents of persons by local police authority.
   c. Identity Cards bearing photograph.
2. In case the persons employed by the successful bidders 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.
3. The tendering bidder shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Department.
4. The agency shall depute a coordinator who would be responsible for immediate interaction with Delhi Mini Circle so that optimal services of the persons deployed by the agency could be availed without any disruption.
5. 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.
6. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (agency).
7. The Service-providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed.
8. This Department shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
9. 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 (his Department or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
10. 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.
11. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
12. Conditional bids shall not be considered and will be rejected in the first instance.
13. The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the bidder.
14. In case the bidder is asked to provide a substitute and it fails to do so within 3 (three) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.
15. The contracting bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of Superintending Archaeologist, Aurangabad Circle. The circumstances for change will be submitted in writing to ASI for approval in the first.

16. The contracting bidder shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in Delhi Mini Circle under the contract. Any such malpractice shall render the contracting bidder liable for termination of contract.

17. The tenderer will be bound by the details furnished to the Aurangabad Circle while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false 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.

18. Approval Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.

LEGAL

19. 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 work. The Agency has to submit copy of deposit of EPF/ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed.

20. The tendering agency shall also be liable for depositing all taxes, levies, cess etc. on amount of service rendered by it to the Aurangabad Circle to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

21. The provisions of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the assigned employees to Aurangabad Circle.
FORCE MAJEURE

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by

"If at any time, during the continuance of this 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, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the order in respect of such non-performance or delay in performance, and 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 and 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".

ARBITRATION

Aurangabad Circle 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 the 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 there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

APPLICABLE LAW

The Work Order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
CHECK LIST TO UPLOAD DOCUMENTS FOR TECHNICAL BID

1. The Registered Office or one of the Branch Offices of the Bidder should be located either in Nasik (Maharashtra State/any where in india).

2. The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.

3. The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

4. Experience:
   The Bidders should have an experience in execution of complete conservation works in execution of heritage sites/monuments.

5. PAN card and GST Registration.

6. The Average Annual Turn Over of the bidder should not be less than 50 % of the estimated cost put to tender during the last 2 years i.e. 2016-17 and 2017-18.

7. Attested copy of manpower wages roll and EPFO Challan in support of available manpower (dully submitted to EPFO) in respect of the previous quarter shall be acceptable.

8. Application for Tender as Annexure-I.

9. Declaration as Annexure-II

10. Application for financial bid as Annexure-III.

NOTE:
   a) All documents as stated above from Sl. No.1 to Sl. No.10 are essentially required for qualifying the technical bid.

   b) No need to upload whole tender (terms & conditions, Critical sheet etc.) For technical bid.