RE-NOTICE INVITING TENDER

On Behalf of the President of India, the Archaeological Survey of India, Ranchi Circle is inviting Tender for execution of following work:

Name of Work: Providing R.R. stone retaining wall in remaining area including water tightening and painting to all existing grill, gate at Baradari, Distt. Sahibganj

The related information and the tender form may be obtained/downloaded from Central Public Procurement e-Portal https://eprocure.gov.in/eprocure/app and eligible bidders may upload their tender documents online only at CPP Portal.

(Siv Kumar Bhagat)
Superintending Archaeologist (l/c)
REQUEST FOR PROPOSAL

PROVIDING R.R. STONE RETAINING WALL IN REMAINING AREA INCLUDING WATER TIGHTENING AND PAINTING TO ALL EXISTING GRILL, GATE AT BARADARI, DISTT. SAHIBGANJ

REFERENCE NO: 8/389/W/2018-19/ MW (CON)

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

Signed: [Signature]
Date: 04.08.2020

ARCHAEOLOGICAL SURVEY OF INDIA
Ranchi Circle
PROVIDING R.R. STONE RETAINING WALL IN REMAINING AREA INCLUDING WATER TIGHTENING AND PAINTING TO ALL EXISTING GRILL, GATE AT BARADARI, DISTT. SAHIBGANJ

Manual bids shall not be accepted.

**CRITICAL DATE SHEET**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name of Work:</strong></td>
<td>PROVIDING R.R. STONE RETAINING WALL IN REMAINING AREA INCLUDING WATER TIGHTENING AND PAINTING TO ALL EXISTING GRILL, GATE AT BARADARI, DISTT. SAHIBGANJ</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Estimated Cost:</strong></td>
<td>Rs.63,23,876=00</td>
</tr>
<tr>
<td>3.</td>
<td><strong>EMD:</strong></td>
<td>Rs.1,26,478=00</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Probable time of Completion:</strong></td>
<td>365 Days</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Date of issue/ Publish date of Tender:</strong></td>
<td>04.08.2020</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Bid Document Download/ Sale Start Date:</strong></td>
<td>05.08.2020 at 10:00 hrs.</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Date of Pre Bid Conference For clarifying issues and doubts, if any, about specification of material and services projected in Bid document:</strong></td>
<td>N.A.</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Start date for submission of filled-in tender document/ Bid Submission Start Date:</strong></td>
<td>05.08.2020 at 10:00 hrs.</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Bid submission End Date</strong></td>
<td>28.08.2020 at 18.00 hrs.</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Bid Opening Date:</strong></td>
<td>31.08.2020 at 11.30 hrs.</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Date of meeting with Bidders post Financial Bid opening for Document Verification:</strong></td>
<td>N.A</td>
</tr>
<tr>
<td>12.</td>
<td><strong>Validity of Bid:</strong></td>
<td>180 Days</td>
</tr>
<tr>
<td>13.</td>
<td><strong>Address for communication:</strong></td>
<td>Superintending Archaeologist, Archaeological Survey of India, Ranchi Circle, Jain Villa, Near Guru Nanak School, P.P. Compound, Ranchi – 834001 E-mail: <a href="mailto:circle.ranchi.asi@gmail.com">circle.ranchi.asi@gmail.com</a> Website: <a href="http://www.asiranchi.org">http://www.asiranchi.org</a></td>
</tr>
</tbody>
</table>
RE-OPEN TENDER NOTICE
(Two Cover System-Technical Bid & Financial Bid)

On behalf of the President of India, the Superintending Archaeologist, Ranchi Circle, Ranchi invites online item rate E-Tender with specification in sealed cover from contractors registered with CPWD, Railways, P. & T. Department, M.E.S. Local PWD or Irrigation Department. The tenders can be uploaded upto 06.00 P.M. on 28.08.2020, which will be opened on 31.08.2020 at 11.30 A.M. in the office of the Superintending Archaeologist, ASI, Ranchi Circle, P.P. Compound, Ranchi

Name of work: Providing R.R. stone retaining wall in remaining area including water tightening and painting to all existing grill, gate at Baradari, Distt. Sahibganj

Estimate Cost: Rs.63,23,876=00 (Rupees sixty three lakh twenty three thousand eight hundred seventy six ) only.

Earnest Money: Rs.1,26,478/- (Rupees one lakh twenty six thousand four hundred seventy eight) only.

<table>
<thead>
<tr>
<th>Item. No.</th>
<th>Items of work</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolishing damaged stone rubble masonry manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge</td>
<td>213.84 Cum</td>
</tr>
<tr>
<td>2</td>
<td>Earth work in excavation by manual means in foundation trenches, banking excavated earth in layers not exceeding 20 cm in depth, breaking elods, watering, rolling each layer with ½ tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions. lead upto 50 m and lift upto 1.5 m</td>
<td>378.00 Cum</td>
</tr>
<tr>
<td>3</td>
<td>Supplying, filling, spreading &amp; leveling gravels of size range 5 mm to 10 mm over the dressed surface, in required thickness, for all leads &amp; lifts, all complete as per direction of Engineer-in-charge.</td>
<td>151.20 Cum</td>
</tr>
<tr>
<td>4</td>
<td>Supplying, filling, spreading &amp; leveling coarse sand of size range 1.5 mm to 2 mm in required thickness over gravel layer, for all leads &amp; lifts, all complete as per direction of Engineer-in-charge</td>
<td>151.20 Cum</td>
</tr>
<tr>
<td>5</td>
<td>Providing and laying 10 cm thick cement concrete over sand layer and in base concrete of foundation in 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing</td>
<td>55.80 Cum</td>
</tr>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>6</td>
<td>Providing coursed rubble masonry with hard stone (first or second sort) in foundation and superstructure above plinth level and upto floor five with 1:4 cement mortar with making expansion joints including finishing, curing etc. complete.</td>
<td>588.60 Cum</td>
</tr>
<tr>
<td>7</td>
<td>Flush/ Ruled pointing on stone work with cement mortar 1:3 (1 cement: 3 fine sand) including finishing, curing etc. complete.</td>
<td>756.00 Sqm</td>
</tr>
<tr>
<td>8</td>
<td>Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:1.5:3 (1 cement :1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).</td>
<td>16.20 Cum</td>
</tr>
<tr>
<td>9</td>
<td>Steel reinforcement using Thermo-Mechanically Treated bars of grade Fe-500D or more for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.</td>
<td>1908.00 Kg.</td>
</tr>
<tr>
<td>10</td>
<td>Providing, fitting and fixing in position Chlorinated Polyvinyl chloride (CPVC) pipe 100 mm inner dia for weep hole in stone masonry to drain out water from sub soil etc. complete.</td>
<td>38.00 R.m.</td>
</tr>
<tr>
<td>11</td>
<td>Removing dry or oil bound distemper, old blistered paint from the surface of existing M.S. Grill and the like by scraping, sand papering and preparing the surface smooth etc. complete.</td>
<td>487.29 Sqm</td>
</tr>
<tr>
<td>12</td>
<td>Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content with ready mixed red oxide zinc chromatic on steel /iron works having VOC content less than 250 grams/litre.</td>
<td>487.29 Sqm</td>
</tr>
<tr>
<td>13</td>
<td>Painting two coats with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.</td>
<td>487.29 sqm</td>
</tr>
</tbody>
</table>

(Quantity may be increase or decrease)

The execution of work will be done at Archaeological Site Baradari, Distt. Sahibganj. The tenderers who do not deposit earnest money as mentioned above along with the tender forms in favour of the Superintending Archaeologist, Archaeological Survey of India, Ranchi Circle, Ranchi in shape of Demand Draft will be **summarily rejected**. No tender shall be entertained after the deadline under any circumstances whatsoever. The tender form may be downloaded from CPP Portal [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and eligible bidders may upload their tender documents online only at CPP Portal [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) (w.e.f. 05.08.2020 to 28.08.2020) which will be accepted along with Demand Draft of Rs. 1000/- only in favour of Superintending Archaeologist, ASI, Ranchi Circle, Payable at Patna.

The Bid is of two cover system- Cover 01: **Technical bid** and Cover 02: **Financial bid**. **Technical Bid** will contain valid EMD. Cost of tender paper, copy of experience certificate, registration certificate, PAN Card, authenticated proof of turnover amount, Character certificate, Tax clearance certificate etc. **Financial Bid** will contain BOQ as per prescribed format with item wise rate which will be both **in figure and words** and signed by the bidder in appropriate space. Cutting should be attested by the bidder positively. Technical / Financial Bid of tender will be opened at Office of the Superintending Archaeologist, Archaeological Survey of India, Ranchi Circle, Jain Villa, Near Guru Nanak School, P.P. Compound, Ranchi -834001 in the presence of bidders/ authorized representative of bidders as they may wish to be personally present.

The **Financial bid** of bidders who have qualified in the Technical bid, will be opened only and rest will be rejected. The opening of Financial bid (Cover – 02) will either on same day or intimated later as decided by the competent Authority.
Credentials and Eligibility of the bidders shall be assessed based on the “Essential qualifying Criteria" as per Annexure-A

The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and Financial Bid should be sealed by the bidder in two separate covers. On the top of both the covers, bidder should be clearly mentioned Technical bid, Financial Bid and name of work. Thereafter both sealed covers should be kept in main cover of large size and sealed properly and “Superscribed” the name of work and addressed to the Superintending Archaeologist, Archaeological Survey of India, Ranchi Circle, Jain Villa, Near Gurunanak School, P.P. Compound, Ranchi-834001.

ASI 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 Superintending Archaeologist, ASI, Ranchi Circle in this regard shall be final and binding on all parties in all circumstances.

Copy to:

1. Notice Board, ASI, Ranchi Circle, Ranchi.
2. The Web Manager, ASI, 24 Tilak Marg, New Delhi.
3. All Ministries/Department.

Superintendent Archaeologist
Archaeological Survey of India
Ranchi Circle, Ranchi
for and on behalf of the President of India

07.03.2020
SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Superintending Archaeologist, Archaeological Survey of India Ranchi Circle, Ranchi invites online item rate E-Tender with specification in sealed cover from contractors registered with CPWD, Railways, P. & T. Department, M.E.S., Local PWD or Irrigation Department.

2. The Contractor/Firms/Agencies should have certificate for Income tax clearance.

3. The Contractor/Firms/Agencies should have GST Registration Number.

4. The Contractor/Firms/Agencies should be registered with labour department.

5. The Average Annual Financial Turnover of the Contractor/Firms/Agencies during the last three years, ending 31st March of previous financial year should be at least 30% of the estimated cost.

6. The Contractor/Firms/Agencies should have good experience certificate of having successfully completed similar works during last 7 years ending last days of month previous to the one in ancient site/monuments.

7. The Contractor/Firms/Agencies should have financial standing through latest I.T.C.C, Annual report (Balance sheet and profit & loss account) of last three years.

8. The tendering Contractors/Suppliers/Firms/Agencies are required to enclose photocopies of the following documents along with the tender documents, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:-
   a) Contractor registration certificate from CPWD, Railways, P. & T. Department, M.E.S., Local PWD or Irrigation Department having working experience in heritage building/sites.
   b) Copy of PAN card.
   c) Copy of IT return filed for the last three assessment years along with proof of annual turnover of the firm for last three years.
   d) Copies of the GST registration certificate along with the latest service tax/sales tax clearance certificate.
   e) Copy of registration with labour department.
   f) Copies of the EPF and ESI Registration certificates
   g) The Contractor/Firms/Agencies should have financial standing through latest I.T.C.C, Annual report (Balance sheet and profit & loss account) of last three years
   h) Declaration regarding black listing as per format attached.
   i) Experience certificate of having successfully completed works during last 7 years ending last days of the month previous to the one in ancient site/monuments.

9. Before execution of work contractor must sign the agreement in this office along with security deposit.

10. The materials pertaining to this work should be checked by the competent officer.

11. Security Deposit will be 10% of total awarded value.

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

13. 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 Bid application must be intimated by the person authorized to sign the tender Bids.

14. In case of the above provision are violated, the company shall be liable to be blacklisted from the Government of India.


16. Tenders from Joint ventures are not acceptable.

17. Tenderers should have satisfactorily completed similar nature of work.

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

19. ASI shall have the right to ask for removal/replacement of any person of the agency, who is not found to be suitable and orderly in the discharge of his/her duty.

20. The agency staffs/labours shall carry out duties as entrusted to them by ASI from time to time under the supervision of site In-charge.

21. Each page of the tender documents including NIT must be signed and stamped by the bidders.
22. Bidders who are exempted from submitting Tender Fee/EMD, may submit copy of their exemption certificate (MSME/NSIC/Others) to the SA, Ranchi Circle before the date and time of closing of tender.

23. The Superintending Archaeologist, Archaeological Survey of India, Ranchi Circle, Ranchi reserves the right to cancel any or all the bids without assigning any reason.

[Signature]
Superintending Archaeologist
ASI, Ranchi Circle, Ranchi
APPLICATION FOR TENDER

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:

4. Full Address of Operating Branch:

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 Contractor/Firm/Agency for the last three financial years with documentary proof thereof. (Attach separate sheet if space provided is insufficient):

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual turnover Amount (Rs.Lakhs)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

[Signature]

[Stamp]
11. Give details of the major similar contracts handled by Contractors/Firms/Agency during the last seven years in the following format with documentary proof thereof:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of client Along, address, Telephone and Fax No.</th>
<th>Amount value of contract (Rs. In Lakhs)</th>
<th>Duration of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>From</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To</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)

..........................................................

Certified that all information furnish is true to the best of my/our knowledge and belief. If any information found false, the tender will be summarily rejected by the Competent Authority of Archaeological Survey of India, Ranchi Circle, Ranchi and action will be taken as per rules.

Signature of Contractor

Date:   Name:   Address:
Place:

Seal:
**TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING COMPANY/ FIRM/ AGENCY**

The tendering company/ Firm/ Agency should fulfil the following ELEGIBILITY requirement and furnish self-attested copies of documents with technical bid.

Name of Work: 

Name of contractor/ Firm/ Agency: 

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>REQUIREMENT</th>
<th>COPY RELEVANT DOCUMENT</th>
<th>ENCLOSED YES/NO</th>
<th>PAGE NO. OF BID DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contractors/Company/ Firm/ Agency should be registered with the appropriate registration authority.</td>
<td>Copy of Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Contractors/Company/ Firm/ Agency should be registered with Service Tax/sales tax/GST</td>
<td>Copy of Registration Certificate/ Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Contractors/Company/ Firm/ Agency should be registered with labour department</td>
<td>Copy of Registration Certificate with labour department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.</td>
<td>Copy of Registration Certificate/ Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>PAN Card</td>
<td>Copy of PAN card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>The Bidder to submit copy of IT Returns of last three years (i.e. Financial Year 2017-18, 2018-19, 2019-20) and GST Challans of year 2019-2020. If 2019-20 is not filed due to any reasons pl indicate the same and Income Tax Return for financial year 2016-17 will be taken into consideration.</td>
<td>Copy of IT Returns and GST Challans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Character Certificate</td>
<td>Certificate from Competent Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which application are invited should be either of the following:-</td>
<td>Copy of work order and completion certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Three (03) similar completed works, each of costing not less than the amount equal to 40% of the estimated</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Annexure-A**
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>b)</strong> Two (02) similar completed works, each of costing not less than the amount equal to 60% of the estimated cost.</td>
<td></td>
</tr>
<tr>
<td><strong>OR</strong></td>
<td></td>
</tr>
<tr>
<td><strong>c)</strong> One similar completed works costing not less than the amount equal to 80% of the estimated cost</td>
<td></td>
</tr>
</tbody>
</table>

In addition to above criteria regarding Satisfactory performance of works, personnel, establishment, plant, equipment etc. may be incorporated according to the requirement of the works.

| 9. | The Average annual financial turn over during the last three years, ending 31st March of previous financial year should be at least 30% of the estimated cost. Attested copy of the audited balance sheets. Turnover certificate audited/ certified by registered CA for the completed three financial years i.e. for 2017-18, 2018-19 and 2019-20 required to be enclosed. Is 2019-20 is not audited 2016-17 will be taken into consideration. |
| Certificate from Statutory Auditor |

Date: (Signature of the Bidder with official Seal)

Place:
DECLARATION

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 (3) 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 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/ materials to be executed/ supplied.

7. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto so far as applicable, and/ or in default thereof to forfeit and pay to the President of India or his successors office the sums of money mentioned in the said conditions. A Sum of Rs. ......................... * is herewith forwarded in Cash/Treasury Challan as Earnest Money. If I/We fail to commence the work specified in the above memorandum or if I/We fail to deposit the amount of security deposit specified against (ii) (a) in the above memorandum in accordance with clause I of the said conditions of contract, I/We agree that the said President or his successors in Office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards such security deposit, I/We further agree that said President or his Successors in Office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount as aforesaid.

8. 

Signature of authorized person(s)

Date: 

Full Name: 

Place:

Seal:
EVALUATION CRITERIA

1. The bidder who fulfills Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidders will be opened on given date and time.

2. The bidder who quotes lowest rate for financial bid will be declared as L1.

3. In case of tie in lowest rate, the Contractor/Firm/Agency who has completed more similar works in last three years for same line of work in Centre/ State Government or PSU’s shall be declared L1. Copies of work order and completion certificate issued by the Government department/PSU’s shall be provided along with Technical Bid.

4. In case of further tie among L1, bidder having maximum average annual turnover during the last three years will be declared L1. Turn over certificate duly certified by the statutory auditor shall be provided along with Technical Bid.

5. The work shall be awarded to the 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 the Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28th January, 2014

2. The payment shall be made on satisfactory certificate given by the site engineer/officer-in-charge of execution of the work and verification and check measured by the Officer of ASI, Ranchi Circle/ authorized officers.

Superintending Archaeologist
ASI, Ranchi Circle, Ranchi

24/06/2021
Terms and conditions of contract

GENERAL

1. Bidders are advised to inspect and examine the site and satisfy themselves in all respect before submitting their tender. Rates should be quoted inclusive of all taxes.
2. Bidders are informed that near relatives of any employee of this office will not eligible to participate in tender process of ASI, Ranchi Circle.
3. Bidders may note that they are liable to be disqualified at any time during Bid process in case any of the information furnished by them not found TRUE. EMD of such bidder shall be forfeited. The decision of the competent Authority in this regard shall be final and bidders shall be bound to accept the same.
4. The contracting Company/firm/Agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract.
5. 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.
6. 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.
7. All the personnel deployed in this Department will be paid their wages on monthly basis by the company/ Firm/ Agency through individual bank accounts and documentary evidence will 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 action.
8. Whenever minimum wage is revised by the State Govt. of Jharkhand / Chief Labour Commissioner (Central), Govt. of India as applicable, the rate in the contract and the consequent statutory payments shall automatically get revised keeping the Contractors Service Charge unchanged.
9. Workers/Labourers engaged for the work by the contractor are to be paid as per latest minimum wages issued by the Govt. of India time to time. All tools & plants for execution of work shall be arranged by the bidder. If any loss and damaged occurred during execution of work, recovery will be made by concerned bidder and action will be taken against them by the competent authority.
10. The bidder/ firm to ensure that no damage is caused to the site/ monument by his/ their vehicle or labour/party. The cost of such damages, if any, should be rectified with no claim. The bidder should aware about the all ACT, rules and regulations of the Archaeological Survey of India whiles executing the said work. Otherwise, disciplinary action may be taken against them as per rule.
11. 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.
12. All case pertaining to the tender will be subject to Ranchi jurisdiction only. Contract may terminate at any time without any prior notice if service of bidder not found satisfactory.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

13. The contracting agency shall ensure that the individual manpower to be deployed, have completed 18 years of age with documentary proof as well as physically fit to discharge duties and their age.
14. In case the persons employed by the successful Company/ Firm/ 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.

15 The tendering Company/firm/agency 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.

16 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.

17 The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority. This Department or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.

18 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.

19 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.

20 The manpower supplied under this Contract shall possess the qualification as mentioned in the tender.

21 Conditional bids shall not be considered and will be rejected in the first instance.

22 The contracting Company/Firm/Agency 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 ASI. The circumstances for change will be submitted in writing to ASI for approval in the first.

23 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.

24 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 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.

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

26 It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the persons deployed by it in the ASI. The ASI will have no liability in this regard.

27 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 whatsoever.

LEGAL

28 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 authorities every month as an evidence of payment in the accounts of persons deployed.

29 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 extant rules and regulations on the matter.
30 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 ASI.

FORCE MAJEURE

31 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 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 (here in after 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

32 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 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

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

MISCELLANEOUS

34 Other terms and conditions of contract will be followed as per GFR 2017 and Archaeological Works Code.
Instruction for online bid submission for bidders

1. Registration:
The Technical Bid and Financial/Price Bid to be submitted on-line at Central Public Procurement e-Portal http://eprocure.gov.in/eprocure/app. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal:-

a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c) During enrolment/registration, the bidders should provide the correct/true information including valid email id & mobile no. All the correspondence shall be made directly with the Consultants/bidders through email-id provided.

d) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/ TCS/nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.

e) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

f) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

g) Bidders can then log into the site through the secured login by entering their user ID/password and the password of the DSC/ e-Token.

2. Searching for Tender documents:

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) 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.

c) 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.

3. Preparation of Bids:

a) Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids. After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.

b) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.
c) Any clarifications if required then same may be obtained online through the tender site, or through the contact details given in the tender document required for bid submission process.

4. Submission of Bids:
   a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
   b) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before opening of bid with relevant documents. The details of the DD/BC/BG, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
   c) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
   d) Bidder shall select the payment option as ‘offline’ to pay the Tender Fee/ EMD as applicable and enter details of the instrument.
   e) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
   f) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
   g) Utmost care shall be taken for uploading Schedule of Quantity & Price and any change/modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantity & Price file is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
   h) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
   i) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
   j) Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
   k) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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. Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of Bids shall be posted on the portal http://eprocure.gov.in/eprocure/app. Bidder(s) are advised to visit the portal regularly before the deadline for submission of Bids.
   l) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

m) Upon the successful and timely submission of bids (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.
n) 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.

5. **Assistance to bidders**
   a) Any queries relating to the tender document and the 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.
   b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

   The Superintending Archaeologist, Archaeological Survey of India, Ranchi Circle reserves the right to cancel the tenders/increase and decrease the quantity without assigning any reason.

[Signature]
Superintending Archaeologist
ASI, Ranchi Circle, Ranchi
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
The Superintending Archaeologist
Archaeological Survey of India
Ranchi Circle, Ranchi

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: __________________________

Name of Tender / Work:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’
   from the web site(s) namely:
   _______________________________________________________________________
   _______________________________________________________________________
as per your advertisement, given in the above mentioned website(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/ organisation too have also been
   taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /
   corrigendum(s) in its totality / entirety.

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

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the
   information is found to be incorrect/untrue or found violated, then your department/ organisation shall
   without giving any notice or reason therefore or 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)