OPEN TENDER NOTICE

Name of work:

MW(Cons) AR to Bhubaneswari temple at Rajnagar, Udaipur, Gomati, Tripura for 2020-21.

Tender No 07/2020.

REFERENCE NO: A-44/May/20/4083655.

GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA
AIZAWL CIRCLE
AIZAWL, MIZORAM.
**Table A: Time and Work Frame**

**MW(Cons) AR to Bhubaneswari temple at Rajnagar, Udaipur, Gomati, Tripura for 2020-21.**

**CRITICAL DATE SHEET**

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1.</td>
<td>Date of issue of Tender</td>
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<tr>
<td>2.</td>
<td>Bid Document Download/Sale Start Date</td>
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<tr>
<td>3.</td>
<td>Date of Pre Bid Conference For clarifying issues and doubts, if any, about specification of material and services projected in Bid document.</td>
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<td>4.</td>
<td>Start date for submission of filled-in tender document.</td>
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<td>5.</td>
<td>Bid Submission End Date</td>
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<td>6.</td>
<td>Date of opening of Technical/Financial bid</td>
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<td>7.</td>
<td>Date of meeting with Bidders post Technical Bid opening for presentation and Document Verification</td>
</tr>
<tr>
<td>8.</td>
<td>Validity of Bid</td>
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</tbody>
</table>

[Signatures and stamps of Archaeological Survey of India, Aizawl Circle]
Dear Sir,

1. Archaeological Survey of India, Aizawl Circle invites Online Bids in the prescribed form under the Two Bid System for the work namely MW(Cons) AR to Bhubaneswari temple at Rajnagar, Udaipur, Gomati, Tripura for 2020-21.

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

3. The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid. **Document Download:** Tender documents may be downloaded from CPPP site [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and [www.asiaizawlcircle.org](http://www.asiaizawlcircle.org/) as per the schedule as given in **CRITICAL DATE SHEET.**

4. 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.

5. **Bid Submission:**

   (A) 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.**

   (B) **Bids shall be submitted online only at CPPP website:** [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

   (C) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. **Earnest Money Deposit:**

   (A) The Hard Copy of original instruments regarding Earnest Money Deposit must be delivered in a sealed cover with the full name & address of the bidder and name of work superscribed on the cover to the Deputy Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle on or before 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 etc. against the submitted Bid.

   (B) EMD is to be submitted by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC), MSME OR Ministry of Culture or otherwise exempted by Government of India. Certificate should be attached with self attested.
7. The EMD be submitted separately as under:

   b) Time period for the work/supply shall be up to 31st March-2021.

8. Estimated Cost of Tender: Rs. 639570/- (Rupees Six Lakh Thirty Nine Thousand Five Hundred and Seventy) Only.

Address for communication, are as given below:

Contact Details:

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>1. Dr. Sujeb Nayan, Deputy, Superintending Archaeologist.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>E-mail: <a href="mailto:circleaizawl.asi@gmail.com">circleaizawl.asi@gmail.com</a></td>
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<tr>
<td></td>
<td><a href="mailto:circleaizawl.asi@gov.in">circleaizawl.asi@gov.in</a></td>
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Dy. Superintending Archaeologist
Archaeological Survey of India
Aizawl Circle, Aizawl.

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BID NOTICE

1. Online bid on behalf of the President of India, are invited under Two Bid System i.e. Technical Bid and Financial Bid from eligible Manpower supplying Companies/Firms/Agencies for the work namely MW(Cons) AR to Bhubaneswari temple at Rajnagar, Udaipur, Gomati, Tripura for 2020-21 for a period of 11 month from the 1st May-2020 to 31st March-2021 which is extendable for further one/two or more years depending upon satisfactory service/work on yearly basis after approval of the Competent Authority. The list of offices and their location, spread all over the State of Tripura is given in the tender document (Annex-I).

2. The time period for execution of the work is up to 31st March-2021.

3. Complete Tender Document can be downloaded from the website of CPPP & of this Department [https://eprocure.gov.in/eprocure/app and www.asiaizawlcircle.org/].

4. Interested contractors/suppliers/Firms/Agencies may submit their online proposal complete in all respects within the stipulated date and time as mentioned in the Tender documents as given in CRITICAL DATE SHEET. Bids shall be submitted online only at CPPP website https://eprocure.gov.in/eprocure/app.

5. Two Nos of separate D.D./Pay Order (Issued from any Nationalized Bank) (issued after publication of NIT) as the (i) Earnest Money Deposit (EMD) Rs.12792/- (Rupees Twelve Thousand Seven Hundred and Ninety Two only,) & (ii) Tender cost (Non-refundable) Rs.500/- (Rupees Five Hundred only) in favour of “Deputy Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle, Aizawl” to be submitted to the Office of Dy. Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle, Aizawl, H.No. T/126, Tuikhuahtlang, Aizawl, Mizoram-796001 prior to the opening date of the tender. The bid without EMD & Tender cost will be rejected summarily.

6. No tender shall be entertained after the deadline under any circumstances what so ever. The Technical Bid of tender will be opened at this office on 18/09/2020 at 11.00 hrs. at Archaeological Survey of India, Aizawl Circle, H.No. T/126, Tuikhuahtlang, Aizawl, Mizoram-796001 in the presence of authorized representative of Bidders as may wish to be personally present.

7. This 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 Dy. Superintending Archaeologist, ASI, Aizawl Circle in this regard shall be final and binding on all parties in all circumstances.

Deputy Superintending Archaeologist
Archaeological Survey of India, Aizawl Circle
For and on behalf of the President of India

Copy to:

2. OFFICE NOTICE BOARD, A.S.I., Aizawl Circle, Aizawl.
3. Office Notice Board, A.S.I., all Sub-Circle Offices under Aizawl Circle.
4. Office Copy.
TERMS AND CONDITIONS OF THE BID

- The authorized signatory of tender document will be deemed to have carefully read and understood the entire tender documents along-with all the terms and conditions and thereafter he/she has filed the tender document for bid process.

- The right of acceptance of tender will rest with the competent authority of Archaeological Survey of India.

- Archaeological Survey of India reserves the full right to accept or reject the whole or any part of the bid and successful bidder shall be bound to perform the same at the rates quoted.

- All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

- All the pages of this bid document, technical bid, attached documents to the technical bid and the Tender acceptance letter (printed on the letter head) should be sealed & signed either physically or digitally before uploading. Unsigned documents will not be considered and the bid will be rejected.

- All correspondences regarding pre and post bid clarifications will be entertained only through the mail id circleaizawl.asi@gmil.com or circleaizawl.asi@gov.in.

- Corrigendum in the terms and conditions of the bid will be uploaded only in https://eprocure.gov.in/eprocure/app. Please follow it carefully.

- Any Contractors/Suppliers/Firms/Agencies/Companies who have any case with any circle office of Archaeological Survey of India or blacklisted by any circle of ASI or any Govt. department will be not entitled for this tender.

A. Scope of work:

1. The Dy. Superintending Archaeologist, ASI, Aizawl Circle, Aizawl requires online E-Tenders from reputed, well established and financially sound Contractors/Suppliers/Firms/Agencies/Companies who have at least one (1) year experience in successfully along with matching completion certificate (prior of the current financial year) in providing manpower to central/state Ministries/Goverment Offices/Goverment Organization / Goverment departments/ banks during last 3 (Three) years for the work namely MW(Cons) AR to Bhubaneswari temple at Rajnagar, Udaipur, Gomati, Tripura for 2020-21.

2. Only Copy of work order without matching completion certificate will not be considered as experience. The work order No., Amount, & date of completion of work should be mentioned in completion certificate.
Note:

**Location and variation in quantity**

a) The bidder(s) are informed to go through the *Annexure-I* giving the details of monument and quantity of manpower required. They are further informed that majority of the location are interior places spread all over the State of Tripura. They may search the Google map for the exact location and satisfy themselves with their capability to deploy manpower at the locations.

b) The quantity may increase or decrease due to site conditions, requirement or other administrative reasons. In case of decrease in quantity, the successful bidder will be informed in writing to withdraw the prescribed quantity of manpower with immediate effect or as directed. The Dy. Superintending Archaeologist, ASI, Aizawl Circle will try to ensure advance information about the withdrawal. However, it is not binding as the notice for withdrawal may be issued with immediate effect.

c) Similarly, in case of increase or readjustment of location within the quantity of this bid, reasonable time will be given to deploy additional quantity or readjusting within the locations.

d) **Payment will be released on the basis of the actual quantities of manpower as deployed.**

3. It is informed that the successful bidder shall have to give preference to the present contractual working since more than a year. The list of details of the Applicants may obtained from the Aizawl circle office.

4. The nature of work to be performed by the unskilled/ watch and ward manpower:
   - For unskilled:-
     a) Sweeping and cleaning (removal of garbage, dry leaves etc) in the area around the monument,
     b) Cleaning the monument floor area, removal of cobwebs, vegetation grown on monuments, Removal of jungle/rank vegetation grown on monuments or in the premises,
     c) Performing duties for round the clock surveillance on the monuments, peripheral areas and any property of ASI, as and when required in three shifts including night shift,
     d) To assist Officers/Sub-Circle In-Charges or other staffs in conservation work, housekeeping work and other official work as and when required,
     e) Cleaning & Maintenance of toilet blocks,
     f) The above-mentioned tasks are very general and it may vary from site to site. The deployed persons should perform any other task as provided by the Officers, Sub Circle in charges or other staffs posted at the site.
• For watch & ward:
  a) Performing duties for security purpose for round the clock surveillance on the monuments, peripheral areas and any property of ASI, as and when required in three shifts including night shift;
  b) To assist Officers/Sub-Circle In-Charges or other staffs in conservation work, to maintain the visitor register & visitor’s activities, and other official/site work as and when required,

B. Validity of bid:

1. The validity of bid will be for a period up to 31st March-2021. The period of contract may further be extended for one/two or more years depending upon satisfactory service/work on yearly basis after the approval of the competent authority. The decision of the competent authority is final and absolute in this regard.

2. The Dy. Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle reserves the right to reject any or all received bids without assigning any reasons.

C. Earnest Money Deposit:

1. Every bidder shall submit the (EMD) Earnest Money Deposit equal to Rs.12792/- (Rupees Twelve Thousand Seven Hundred and Ninety Two only) & (ii) Tender cost (Non-refundable) Rs.500/- (Rupees Five Hundred only) in the form of Demand Draft/Pay order only issued from any Nationalised Bank (issued after the date of publication of NIT) drawn in favour of “Deputy Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle, Aizawl” to be submitted to the Office of Dy. Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle, Aizawl, H.No. T/126, Tuikhuatlang, Aizawl, Mizoram- 796001 prior to the opening date of the tender.

3. The EMD shall be submitted in sealed envelope duly superscribed with the name of the work alongwith the full name and complete address of the bidder.

4. The EMD of all the unsuccessful bidders will be returned on approval of lowest one bidder (L-1) by the competent authority.

5. The EMD DD/Pay order may be handed over by hand/Speed Post/Couriers/any other means convenient to the bidder. However, the timely delivery of the same should be ensured by the bidder himself/herself. The officers assigned the task of opening the bids shall not open the technical bids of those bids whose EMD DD/Pay order was not received before opening of the technical bids. No representation in this regard will be entertained. If any difficulties arises may be communicated through mail.
6. In the event of cancellation of bidding process by the competent authority, the EMD of all the bidders will be returned by Speed Post.

7. If any bidder is registered with Central Purchase Organization, National Small Industries Corporation (NSIC), MSME OR Ministry of Culture or otherwise exempted by Government of India, a copy of certificate duly attested by him, should be submitted as per para 5 above.

D. Performance Bank Guarantee (Security Deposit):

1. Performance Bank Guarantee (Security Deposit) at the following rate on total bid amount (rounded off) shall be submitted by the successful bidder (L1) before signing the Agreement in the form of Fixed Deposit/Term Deposit/ Bank Guarantee (at least one year) issued by any Nationalised Bank and should be pledged in the favour of Deputy Superintending Archaeologist, ASI, Aizawl Circle.

   Security Deposit – 10% of 1st 1,00,000/-.  
   7.5% of 2nd 1,00,000/-  
   5% of remaining amount of tender cost.

2. The work order will be cancelled in the event of delay in submission of Performance guarantee or non-submission. The EMD will not be returned and accordingly the work will be awarded to the L-2 Bidder.

3. After the submission of Performance Security, the EMD will be released to the successful bidder.

E. SIGNING OF CONTRACT AGREEMENT:

1. The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the work/services.

2. The successful Bidder shall submit the duly concurred copies of the draft Articles of Agreement (as provided by the ASI, Aizawl Circle) before commencement of work/service, duly printed on Rs.500/- Non-judicial Court Stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

3. The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

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F. Submission of Bids:

i) Eligibility Criteria:

1. The tendering Company/Firm/Agency shall fulfil the following technical specifications for Technical Bid:

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<tr>
<th>Sl.No</th>
<th>Criteria</th>
<th>Supporting documents (with self attested)</th>
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<tbody>
<tr>
<td>1.</td>
<td>The manpower Company /Firm /Agency should be registered with the appropriate registration authority. (It may be registered with CPWD /PWD of state Govt./MES/Railways /Govt. Department /Registered under companies Act 2013).</td>
<td>Copy of valid Registration certificate of the Company/Firm/Agency.</td>
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<tr>
<td>2.</td>
<td>Manpower license/ Labour Registration Certificate from the Regional Licensing Authority for the contract under Contract Manpower (Regulation &amp; Abolition) Act, 1970</td>
<td>Copy of the valid manpower license/certificate from the appropriate authority.</td>
</tr>
<tr>
<td>3.</td>
<td>The Company/Firm/Agency shall have been registered with the GST Tax Department</td>
<td>Copy of the GST registration certificate.</td>
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<tr>
<td>4.</td>
<td>The Company/Firm/Agency shall have PAN card in the name of firm/ self proprietorship etc.</td>
<td>Copy of PAN card.</td>
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<tr>
<td>5.</td>
<td>Income Tax Return for the last one years (for 2019-20)</td>
<td>Copy of IT Returns.</td>
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<td>6.</td>
<td>The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act</td>
<td>Copy of the registration certificate from the appropriate authorities Proof of remittance of EPF and ESI dues shall be provided.</td>
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<tr>
<td>7.</td>
<td>The Contractors/Suppliers/Firms/ Agencies/ Companies shall have at least one (1) year experience in successfully alongwith matching completion certificate (prior of the current financial year) in providing manpower to central/state Ministries/ Goverment Offices/Goverment Organization / Goverment departments/ banks during last 3 (Three) years</td>
<td>Copies of Work Award letters and matching Completion Certificates (The Work award certificates should clearly mention the quantity of manpower supplied, amount &amp; work order number and quality of performance. Only Copy of work order without matching completion certificate will not be considered as experience).</td>
</tr>
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</table>
8. The Branch Office or Authorised representative of the manpower Company /Firm/ Agency shall be located in North East India.

Full Address, e-mail address & contract number of Branch Office or Name, full address, e-mail and contact number of Authorised representative should be provided.

9. EMD and Tender free

DD from a nationalized bank.

(If the bidder is exempted for EMD submission, they should furnish certificate to this effect)

Notes: In cases where the bidder has submitted “NIL EXPERIENCE IN THE LINE” 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-PPD dated 28th January, 2014.

ii) Method of Bidding

1. The bid is invited under Two bid system i.e. of Technical Bid and Financial Bid.

2. The Technical Bids will be opened and evaluated by the Technical Evaluation Committee on the date as per CRITICAL DATA SHEET depending upon the past satisfactory service of the concern bidder and documents provided as per the Eligibility Criteria with prescribed bid submission application and acceptance letter.

3. Technical Bids in respect of the Bidders who have submitted the original instrument in respect of EMD & Cost of Tender Form (Demand Draft or Pay order) before the stipulated time shall only be opened. The technical bids of the bidders who have not submitted the original instrument shall not be opened and shall not be considered for evaluation or not admitted. No representation or other proof of posting/courier receipts/scanned copies will be accepted in this regard. Bidder should ensure that the original instrument reaches the O/o The Deputy Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle well in advance as per stipulated date & time given in the critical date sheet.

4. After evaluation of Technical Bids, Financial Bids will be opened by the Financial Bid Evaluation Committee in respect of those Technical Bids, which have been accepted by the Technical Evaluation Committee (the date of open of Financial Bids will be published in the https://eprocure.gov.in/eprocure/app after evaluation of Technical Bids).
5. After evaluation of the Financial Bids the L-1 bidder will be called for signing the Agreement and verification of documents subject to the approval of the Competent Authority.

6. The bidder or their authorised representative may remain present during the opening of the technical bid and financial bid.

iii) **Issue of Work Order and deployment of manpower**

1. After the approval of L1 by Competent Authority the L1-Bidder will be called for signing the Agreement, submission of Performance Security and Verification of Documents (all original documents should be produced by the Bidder in support of all the documents submitted during the Bid Process.

2. After documents verification and signing of Agreement the Work Order for the deployment of manpower will be issued.

3. If the contracting company/Firm/Agency did not visit the O/o the Dy. Superintending Archaeologist, Archaeological Survey of India, Aizawl Circle alongwith all the original documents, Agreement papers and Performance Security within the stipulated date or failed to provide the acceptance letter, the Bid (L-1) will be rejected. Accordingly the EMD may be forfeited and Legal action may be initiated against such default Bidder.

4. The contracting company/Firm/Agency shall complete the deployment of manpower as per the work order.

5. The contracting company/Firm/Agency shall provide Identity-Card to all the manpower deployed.

6. The Roster of duty will be prepared & issued by the concern Sub-Circle In-Charge and all the deployed person will be bound to obey the instruction of the concern Sub-Circle In-Charge, his representative and others official also.

7. All such deployed persons will obey the instructions of designated officials of the concern Sub-Circles under Aizawl Circle and execute the work given to them with obedience and goodwill. The contracting company/Firm/Agency shall ensure good work culture among the deployed manpower. Any wilful insubordination by the deployed manpower will be treated as breach of contract and liable for appropriate action including financial penalty, removal of such manpower or even termination of contract.

iv) **Procedure for payment of deployed persons**

1. The attendance of deployed persons will be maintained by Aadhar-Enabled Biometric Attendance System (AEBAS), wherever possible. However, an attendance sheet also will be maintained by the designated officer/staff/authorised person at the site.
2. The contracting company/Firm/Agency or his authorised representative will collect the attendance sheet duly countersigned by the concern Sub-Circle In-Charge & head of office, Aizawl circle, every month. **On this basis of the attendance the Bidder will pay the wages to all the manpower/casual worker latest by the 07th of the following month, positively. The rate of wages payable to worker/labour should not be less then minimum wages rate prescribed time to time by the Ministry of Labour & Employment, Government of India.** Accordingly, contracting company/Firm/Agency shall pay the ESI and EPF in respect of each employee by 10th of the following month, positively and also submit the ECR statement with the bill.

3. After transferring the monthly wages, EPF and ESI to the deployed manpower and appropriate authorities, contracting company/Firm/Agency shall submit the bill including the service charges and GST (alongwith Pay Bill, Attendance Sheet, EPF and ESI Details statement) as per work order to the concerned Sub-Circle In-Charges, who forward the same to the Dy. Superintending Archaeologist, ASI, Aizawl Circle with proper certificate, after proper verification. **Proof of online remittance of wages into the account of the individuals and credit of ESI and EPF are mandatory to submit along with the Bill. No Bill will be entitled without pay bill, EPF & ESI statement for payment.**

4. The submitted bills will be processed at the O/o Dy. Superintending Archaeologist, ASI, Aizawl Circle and payment will be made to the contracting company/Firm/Agency within reasonable time. **All statutory TDS deductions like IT, GST will be deducted on the bill amount as per applicable rates.**

5. The contracting company/Firm/Agency shall be capable to pay the wages as per tender document timely before 07th of every month from his own resources. The bidder shall be capable to pay monthly wages up to 05 to 07 months from his own resources in case of delay in payment by this office due to unavoidable circumstances.

6. In any circumstances if the contracting company/Firm/Agency fails to disburse the wages to the manpower/casual labours within the 07 day of every following months the Archaeological Survey of India, Aizawl Circle being the Principal Employer would have the liberty to make the payments of pending wages to all the manpower/casual labours on the very next day in terms of Section 21(4) of Contract Labour (Regulation & Abolition) Act, 1970. Such amount in whole will be recovered from the next bill of the concern contracting company/Firm/Agency. In such way if any discrepancies arising out regarding overpayment/duel payment, concern contracting company/Firm/Agency will be the held responsible for the same. The Archaeological Survey of India, Aizawl Circle will not be liable to pay any compensation for the same.

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**Dy. Superintending Archaeologist**
**Archaeological Survey of India**
**Aizawl Circle, Aizawl**

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7. In case the rate of minimum wages may be revised by the Govt. of India or any other statutory authority, the contracting company/Firm/Agency will pay the increased minimum wages immediately after informing the Dy. Superintending Archaeologist, ASI, Aizawl Circle. In case of delay in issuing/receiving order, separate arrear bills shall be paid by the contracting company/Firm/Agency and the bidder will be paid the amount by the Dy. Superintending Archaeologist, ASI, Aizawl Circle subsequently. All statutory TDS deductions like IT, GST will be deducted on the bill amount as per applicable rates. Contractor's Service Charges will not be increased in any circumstances.

8. All payments by the contracting company/Firm/Agency to the deployed manpower and to the contracting company/Firm/Agency by the Dy. Superintending Archaeologist, ASI, Aizawl Circle will be done through online transactions modes like NEFT/RTGS. The contracting company/Firm/Agency shall submit necessary bank details for bill payment.

9. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.

v) Period of bid / termination of work order

1. The contract shall be valid initially for a period of **11 month** from the May-2020 to 31st March-2021. This contract may be renewed for further period of one/two years on the same terms and conditions as mentioned in the bid document, depending upon the requirement of Archaeological Survey of India, Aizawl Circle.

2. The entire work order may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or due to other administrative or financial reasons or for any other reasons which need not disclosed to the successful bidder from the side of Aizawl Circle, Archaeological Survey of India.

vi) General terms and conditions

1. This deployment of manpower is purely on temporary basis as per requirement of the work and the Competene Authority would have the discretion to discontinue the same partially or fully, any time without assingin any cause. None of the deployed manpower can never claim any job security and permanent job from the Archaeological Survey of India, Aizawl Circle in any manner.
2. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in Archaeological Survey of India.

3. The deployed manpower will be the employee / contractual employee of the contracting company/Firm/Agency firm but they cannot be considered as employee of Archaeological Survey of India.

4. The contracting company/Firm/Agency shall liable for any issues/controversy arising out in relation to EPF, ESI and shall deal the same with responsibility of the related procedures.

5. No deposits or other monetary considerations or placement charges from the deployed manpower shall be collected by the contracting company/Firm/Agency. If any complaints are received by the Dy. Superintending Archaeologist, ASI, Aizawl Circle or other higher officials, will be duly investigated by an officer nominated by the Dy. Superintending Archaeologist, ASI, Aizawl Circle. If the complaints are found correct, suitable remedial actions including termination of the contract may be taken by the Dy. Superintending Archaeologist, ASI, Aizawl Circle. The decision of the Dy. Superintending Archaeologist, ASI, Aizawl Circle is final in this regard and the successful bidder should abide by it.

6. The contracting Company/firm/Agency shall not be allowed to transfer, assign, pledge or sub contract its right and liabilities under this contract.

7. If any document furnished by contracting Company/firm/Agency is found false and fabricated at any stage, it would be deemed to be the breach Contract and the concern Company/firm/Agency liable for legal action besides termination of contract immediately.

8. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of UN-SKILLED LABOUR /WATCH & WARD as mentioned above in scope of works.

9. The contracting Company/ Firm/ Agency shall have to furnish the following documents.

a) List of persons deployed (sub-cirice wise and monument wise),
b) Bio-data of each persons in a prescribed format which may include details of their educational details, Aadhar no. or any other valid ID proof, bank account no., bank name, IFSC code (to which wages will be credited), email id, mobile number etc.
c) Character certificate from one Group “A”/Class-1 officers of the Central/State Government.
d) Certification of verification of antecedents of persons by local police authority.
e) An identity card with photograph
10. In case the persons employed by the contracting company/Firm/Agency commits any act omission/commission which amounts to misconduct/indiscipline/incompetence, the 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.

11. The contracting company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to Aizawl Circle, Archaeological Survey of India because of security risks, incompetence, conflict of interest, improper conduct etc, on instructions of this Department.

12. The contracting company/Firm/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.

13. It will be the responsibility of the contracting company/Firm/Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (agency).

14. The contracting company/Firm/Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. Aizawl Circle, Archaeological Survey of India 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.

15. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Archaeological Survey of India.

16. 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 malpractices shall render the contracting Company/Firm/Agency liable for termination of contract.

17. The contracting company/Firm/Agency shall not be allowed to transfer/Assign pledge or subcontract its rights and liabilities under the contract to any other agency without prior written consent of ASI. The circumstances for change will be submitted in writing to ASI for approval in first.

vii) Legal

a) The contracting company/Firm/Agency shall bound to pay the minimum rate of wages specified in the BoQ or any subsequent
revisions as notified by the Govt. of India, Ministry of Labour time to time.

b) The contracting company /Firm/Agency shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.

c) The contracting company /Firm/Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

d) The contracting company /Firm/Agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.

e) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, Labour Welfare cess and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

f) In case, the contracting company /Firm/Agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monitory or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

g) The contracting company/Firm/Agency shall keep Archaeological Survey of India, all its offices and officials/staff indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Archaeological Survey of India, all its offices and officials/staff in connection with any claim that may be made by any workmen.

h) The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

viii) **Termination and penalties**

a) This agreement may be terminated by either partly or fully by giving one months' notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.
b) In case the contracting Company/Firm/Agency is asked to provide a substitute and it fails to do so within 3(three) days, then a penalty equal to 10% or the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.

c) 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 malpractices shall render the contracting Company/Firm/Agency liable for termination of contract after due process of enquiry as mentioned above.

d) 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. The decision of ASI is final in the matter.

(ix) **FORCE MAJEURE:**

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 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 events 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 ".

(x) **Arbitration:**

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 expect 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 the 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 and the language of arbitration shall be English.

xi) Applicable law:

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.
Annexure-I

Requirement of Manpower
for Annual maintenance of Bhubaneswari Temple
under the
Archaeological Survey of India, Aizawl Circle for-2020-21

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Monument</th>
<th>Location</th>
<th>District &amp; state</th>
<th>Category of manpower</th>
<th>Required strength of Manpower</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No.</td>
</tr>
<tr>
<td>1.</td>
<td>Bhubaneswari Temple</td>
<td>Udaipur</td>
<td>Dist-Gomati, Tripura</td>
<td>Unskilled</td>
<td>2 nos</td>
</tr>
<tr>
<td>2.</td>
<td>Bhubaneswari Temple</td>
<td>Udaipur</td>
<td>Dist-Gomati, Tripura</td>
<td>Watch &amp; ward</td>
<td>1 no</td>
</tr>
</tbody>
</table>
**TECHNICAL BID**

*(To be given on Company letter Head)*

*[Editable Word file will be sent by mail on request]*

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

**A. Profile of Company/ Firm/ Agency:**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Particular</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Company/ Firm/ Agency (As given in the registration certificate)</td>
</tr>
<tr>
<td>2</td>
<td>Registered Address</td>
</tr>
<tr>
<td>3</td>
<td>Branch office /Operating Address</td>
</tr>
</tbody>
</table>
| 4     | e-mail id.  
(This will used for all correspondence from and with us. A delivered mail sent to this id is taken as receipt by the bidding Company/ Firm/ Agency) |
| 4     | Name of Authorised signatory including full address, emila ID, Mobile No. (Supported by required documents) |
| 5     | All statutory numbers, id etc like PAN, GST, etc (Add rows) |

**B. Eligibility Criteria:**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Criteria</th>
<th>Supporting documents</th>
<th>Yes/No</th>
</tr>
</thead>
</table>
| 1     | The manpower Company/Firm/Agency should be registered with the appropriate registration authority.  
(It may be registered with CPWD/PWD of state Govt./MES/Railways/Govt. Department/Registered under companies Act 2013). | Copy of valid Registration certificate of the Company/Firm/Agency. |        |
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Manpower license/ Labour Registration Certificate from the Regional Licensing</td>
<td>Copy of the valid manpower license/certificate from the appropriate authority.</td>
</tr>
<tr>
<td></td>
<td>Authority for the contract under Contract Manpower (Regulation &amp; Abolition)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Act, 1970</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Company/Firm/Agency shall have been registered with the GST Tax Department</td>
<td>Copy of the GST registration certificate.</td>
</tr>
<tr>
<td>4</td>
<td>The Company/Firm/Agency shall have PAN card in the name of firm/ self</td>
<td>Copy of PAN card.</td>
</tr>
<tr>
<td></td>
<td>proprietorship etc.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Income Tax Return for the last one years (for 2019-20)</td>
<td>Copy of IT Returns for 2019-20.</td>
</tr>
<tr>
<td>6</td>
<td>The Company/Firm/Agency shall have been registered with the appropriate</td>
<td>Copy of the registration certificate from the appropriate authorities</td>
</tr>
<tr>
<td></td>
<td>authorities under Employees Provident Fund and Employees State Insurance Act</td>
<td>Proof of remittance of EPF and ESI dues shall be provided.</td>
</tr>
<tr>
<td>7</td>
<td>The Contractors/Suppliers / Firms/ Agencies/ Companies shall have at least</td>
<td>Copies of Work Award letters and matching Completion Certificates.</td>
</tr>
<tr>
<td></td>
<td>one (1) year experience in successfully alongwith matching completion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>certificate (prior of the current financial year) in providing manpower to</td>
<td></td>
</tr>
<tr>
<td></td>
<td>central/state Ministries/ Government Offices/Government Organization/</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Government departments/ banks during last 3 (Three) years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(The Work award certificates should clearly mention the quantity of manpower</td>
<td></td>
</tr>
<tr>
<td></td>
<td>supplied, amount &amp; work order number and quality of performance. Only Copy of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>work order without matching completion certificate will not be considered as</td>
<td></td>
</tr>
<tr>
<td></td>
<td>experience).</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The Branch Office or Authorised representative of the manpower Company /Firm/</td>
<td>Full Address, e-mail address &amp; contract number of Branch Office or Name,</td>
</tr>
<tr>
<td></td>
<td>Agency shall be located in North East India.</td>
<td>full address, e-mail and contact number of Authorised representative</td>
</tr>
<tr>
<td></td>
<td></td>
<td>should be provided.</td>
</tr>
<tr>
<td>9</td>
<td>EMD and Tender free</td>
<td>(If the bidder is exempted for EMD submission, they should furnish</td>
</tr>
<tr>
<td></td>
<td></td>
<td>certificate to this effect)</td>
</tr>
</tbody>
</table>

Dy. Superintending Archaeologist
Archaeological Survey of India
Aizawl Circle, Aizawl.
C. Details of Experience:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Year</th>
<th>Government or Public Sector Companies/ Banks etc</th>
<th>Work Order Reference no.</th>
<th>Quantity Executed (if manpower)</th>
<th>Total value executed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. List of Documents attached (Add rows. Pl enumerate all the documents)

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Criteria</th>
<th>Details of the document</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

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

The Information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

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:

<table>
<thead>
<tr>
<th>Place</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signature of the Authorised signatory</td>
</tr>
</tbody>
</table>

ASI, Aizawl Circle/ Page 23 of 33
ACCEPTANCE LETTER

(To be given on Company letter Head)

To

The Superintending Archaeologist
Archaeological Survey of India
Aizawl Circle, Aizawl

Sub: Acceptance of terms & conditions of Tender under Tender No.……../2020, Tender Reference No: ......................................, FOR MW(Cons) AR to Bhubaneswari temple at Rajnagar, Udaipur, Gomati, Tripura for 2020-21.

Date:

Dear Sir,

I/We have download / obtained the tender document(s) for the above mentioned ‘Tender/work’ from the website(s) namely https://eprocure.gov.in/eprocure/app:

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 the terms / conditions / clauses contained therein.

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

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

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/ Organization 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.

I/We hereby declare no officer/staff of Aizawl Circle, ASI is related to us.

Yours faithfully

(Signature of the Bidder, with Official Seal)
Instructions 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 Bidder in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

Bids are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.

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

Bidder are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the Bidder will be required to register their valid Digital Signature Certificate

(Special Class, Class-A, Class-B, Class-C Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (eg. Sify/NCODE/Emudhra etc.), with their profile.

Only one valid DSC should be registered by a Bidder. Please note that the Bidder is responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

The 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.

SEARCHING FOR TENDER DOCUMENTS

There is various search option 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.

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 Bidder through SMS/ e-mail in case there is any corrigendum issued to the tender document.

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

Bidder should take into account any corrigendum published on the tender document before submitting their Bids.

Please go through the tender advertisement and the tender document carefully to understand the 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 name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWE/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

Bidder should log into the site well in advance for bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.

The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD as per the instruction 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 uploaded bid will be rejected.
Bidders are required 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 filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.

The server time (which is displayed on the Bidders’ 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 Bidder should follow this time during Bid submission.

All the documents being submitted by the Bidder would be encrypted using PKI encryption technique 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 authorized Bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized Bid openers.

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.

The Bidder 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

Any queries related to the tender documents 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.

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 Mobile Number - +918826246593 Tel: The 24x7 Help Desk Numbers 0120-4200462, 0120-4001002.
ANNEXURE ‘A’
MODEL CONTRACT AGREEMENT

(Draft subject to change after approval and vetting by the DG, ASI)

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

An agreement made this ........ day of ...................... BETWEEN
............................................................................................................. (hereinafter called the contractor or contracting agency which expression shall include his legal representatives) of the one part and the Archaeological Survey of India (Hereafter ASI) represented by the Deputy Superintending Archaeologist, Aizawl Circle of the other part and WHEREBY the contractor agrees to supply the manpower to perform the work of maintenance of designated offices in the State of Tripura & Mizoram specified to them successfully on contract basis to Aizawl Circle, Archaeological Survey of India as mentioned in the tender document.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of Manpower</th>
<th>Rate for single manpower (per day/unit) including daily wages, EPF, ESI, Labour cess, Contractor services charges and any other legal liability including bonus, &amp; GST.</th>
<th>Rate for one manpower per month (26 days in a month) including daily wages, EPF, ESI, Labour cess, Contractor services charges and any other legal liability including bonus, &amp; GST.</th>
<th>Total No. of manpower being supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unskilled Manpower</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Watch and Ward.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and on the terms and conditions hereinafter mentioned viz.: -

1. that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the ASI or any person authorized shall accrue/arise implicitly or explicitly.

2. That the number of Unskilled / Watch and ward manpower will be purely need based. Therefore, the number of Contractor’s workers may be increased or decreased as per the requirement. ASI will be under no obligation to engage any specific number of Contractor’s workers during the period of contract.
3. All the unskilled /Watch and ward workers deployed under this contract will be paid their wages on monthly basis by the Company/Firm/Agency through individual bank accounts within the 7th day of every following months and documentary evidence will be submitted to ASI alongwith the monthly bill. 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. The rate of wages payable to worker/labour should not be less then minimum wages rate prescribed time to time by the Ministry of Labour & Employment, Government of India. The Company/Firm/Agency who is liable to pay contributions in respect of any employee/worker shall pay those contributions i.e. EPF & ESI within 10 days of the last day of the calendar month and also submit the ECR statement with the bill. No Bill will be entitled without bank payment statement, EPF & ESI statement for payment.

4. If the contracting company/Firm/Agency fails to disburse the wages to the manpower/casual labours deployed within the 7th day of every following months the Archaeological Survey of India, Aizawl Circle being the Principal Employer would have the liberty to make the payments of pending wages to all the manpower/casual labours on the very next day in terms of Section 21(4) of Contract Labour (Regulation & Abolition) Act, 1970. Such amount in whole will be recovered from the next bill of the concern contracting company/Firm/Agency. In such way if any discrepancies arising out regarding overpayment/ duel payment, concern contracting company/Firm/Agency will be the held responsible for the same. The Archaeological Survey of India, Aizawl Circle will not be liable to pay any compensation for the same.

5. The contracting company/Firm/Agency shall pay the wages as per tender document timely before 7th of every month from his own resources. The contracting company/Firm/Agency shall to pay monthly wages up to 05 to 07 months from his own resources in case of delay in payment by the Archaeological Survey of India due to unavoidable circumstances or administrative reason.

6. Whenever minimum wage is revised by the Govt. of India as applicable the rate in the contract and the consequential statutory payments shall automatically get revised keeping the Contractors Service Charge unchanged.

7. That the deployment of manpower is purely on temporary basis as per requirement of the work and the Competent Authority would have the discretion to discontinue the same partially or fully, any time without assingin any cause. None of the deployed manpower can claim any job security and permanent job from the Archaeological Survey of India, Aizawl Circle in any manner.
8. That this Contract shall remain valid for a period of 11 month w.e.f. 1st May-2020 to 31st March-2021 initially and if the services are found satisfactory the same may be extended for further one/two years based on the existing terms & conditions. However, the ASI through the Dy. Superintending Archaeologist, Aizawl Circle shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.

9. If the Company/Firm/ Agency does not start the work within 05 (Five) working days after awarding of work order issued to the bidder, the work order shall be treated as cancelled and the entire security deposit with Archaeological Survey of India will be forfeited. In such case, Security Deposit may be forfeited wholly or partially, without any notice. Further, the firm may be blacklisted.

10. That ASI through the Dy. Superintending Archaeologist, Aizawl Circle shall have full power to reject the contract for unskilled/highly skilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document.

11. ASI through the Dy. Superintending Archaeologist, Aizawl Circle reserves the right to
   a. Terminate this contract by giving notice of one month in advance any time during the contract.
   To enter into parallel contract for similar services with another agencies/person whenever it is found necessary.
   To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates or revised wages, if notified by the Government of India, and other terms and conditions.
   d. To terminate or impose penalty in some situations as mentioned in the bid document.

12. That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not transfer / assign pledge or subcontract its rights and liabilities under the contract to any other agency without prior written consent of ASI.

13. If the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, ASI through The Dy. Superintending Archaeologist, Aizawl Circle may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.

14. If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of Director General, Archaeological Survey of India or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the
decision of such arbitrator shall be final and binding on the parties to this contract.

15. The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.

16. The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Controller General of Patents, Designs and Trademarks or a person authorized by him.

17. That the contractor shall keep the ASI through The Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices is made party and is supposed to contest the case, ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices on demand. Further, the contractor will ensure that no financial or any other liability comes on ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices in this respect of any nature whatsoever and shall keep ASI indemnified in this respect.

18. That the contractor shall further keep ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices indemnified against any loss to the ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI and its field offices property and assets. ASI through The Dy. Superintending Archaeologist, Aizawl Circle or any other official of ASI shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

19. That the contracting agency shall be responsible for partial compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
20. The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by ASI on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

21. Further the contractor undertakes to educate the manpower deployed by them about the priceless value of the monuments and the need to preserve them without causing damages to them. If any damage is caused with intent to the monuments or any part of it, the deployed persons will be prosecuted under the relevant section of the Ancient Monuments and Sites and Remains Act, 1958.

22. The firm/company/agency will be bound by the details furnished by him/her to this Department. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/her liable for legal action besides termination of contract and may be blacklisted.

23. The firm/company/agency shall 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 Aadhaar-Enabled Biometric Attendance System (AEBAS), wherever applicable, for which prior Aadhaar enrolment is a mandatory condition. In case, person deployed will be absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.

24. In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency ........................................ in the presence of:

1st Witness Address:
& Contact No.

2nd Witness Address:
& Contact No.

Signed for and on behalf of the Controller General of Patents, Designs and Trademarks

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in the presence of:

1st Witness:
Address
Mob. No.

2nd Witness:
Address
Mob. No.

[Stamp: Archaeological Survey of India
Aizawl, Circle]

[Signature: Dy. Superintending Archaeologist
Archaeological Survey of India
Aizawl Circle, Aizawl]

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