NOTICE INVITING TENDER

PROVIDING MANPOWER (FULL TIME SWEeper) FOR AR TO ANCIENT PALACE AT RAMNAGAR, DISTRICT UDHAMPUR

REFERENCE NO. F. No: 4/2-20/2020-21-C

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA
SRINAGAR CIRCLE, JAMMU
NOTICE INVITING TENDERS

Online Tenders on behalf of the President of India are invited in two bids system from established, reputed, experienced bidder for Providing Manpower (Full time Sweeper) for A/R TO Ancient Palace at Ramnagar, District Udhampur, a centrally protected monument. The Bidder should be registered with the appropriate registration authority.

2. Complete Tender Documents can be accessed from CPP Portal

https://eprocure.gov.in/eprocure/app

3. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at 3:30 p.m. on 30.09.2020

4. Earnest money of Rs.2,343/- (Rupees two thousand three hundred forty three only) in the shape of CDR / Demand Draft and tender fee of Rs. 500/- (non refundable) in the shape Demand Draft in favour of SUPERINTENDING ARCHAEOLOGIST, ARCHAEOLOGICAL SURVEY OF INDIA, drawn in Jammu from any recognized schedule Bank guaranteed by Reserve Bank of India and enclosed with the tender.

5. The Approval Authority reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DG, ASI in this regard shall be final and binding on all.

Superintending Archaeologist (I/c)
Srinagar Circle, Jammu

Copy to:

a. Notice Board
b. Website of ASI (HQ)/Srinagar Circle, Jammu
Section-1

Table -A: Time and Work Frame

PROVIDING MANPOWER (FULL TIME SWEEPER) FOR A/R TO ANCIENT PALACE AT RAMNAGAR, DISTRICT UDHAMPUR

Manually bids shall not be accepted.

CRITICAL DATA SHEET

<table>
<thead>
<tr>
<th></th>
<th>Name Of Work:</th>
<th>Providing Manpower (Full time Sweeper) for A/R TO Ancient Palace at Ramnagar, District Udhampur</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Tentative Cost of Work</td>
<td>Rs.117152/-</td>
</tr>
<tr>
<td>3</td>
<td>EMD:</td>
<td>Rs.2343/-</td>
</tr>
<tr>
<td>4</td>
<td>Date of issue of Tender</td>
<td>15.09.2020</td>
</tr>
<tr>
<td>5</td>
<td>Bid Document Download / Sale Start Date</td>
<td>16.09.2020</td>
</tr>
<tr>
<td>6</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>
<td>-NA-</td>
</tr>
<tr>
<td>7</td>
<td>Start date for submission of filled in tender document.</td>
<td>16.09.2020</td>
</tr>
<tr>
<td>8</td>
<td>Bid Submission End Date</td>
<td>29.09.2020 3.00 Pm</td>
</tr>
<tr>
<td>9</td>
<td>Date of opening of Technical bid</td>
<td>30.09.2020 3.30 Pm</td>
</tr>
<tr>
<td>10</td>
<td>Date of opening of financial Bid</td>
<td>After the opening of technical bid</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS

1. General Instructions:

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

1.1 Superintending Archaeologist, Archaeological Survey of India, Srinagar Circle, Jammu on behalf of President of India invites Online Bids in the prescribed form under the Two Bid System Technical Bid and Financial Bid for Providing Manpower (Full time Sweeper) for A/R TO Ancient Palace at Ramnagar, District Udhampur

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

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

1.4 The requirement of casual labours is tentative and may increase or decrease at the sole discretion of the Competent Approval Authority of the client.

2. Guidelines:

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

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

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

Applicants/ intending or interested Bidders are invited to submit their online proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid, separately, clearly mentioning (i) 'Technical Proposal', and (ii) 'Financial Proposal' respectively. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document as given in CRITICAL DATA SHEET.

Bids shall be submitted online only at CPP website: https://eprocure.gov.in/eprocure/APP:

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

4. Earnest Money Deposit:

The Hard Copy of original instruments in respect of cost of earnest money must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Srinagar Circle, Jammu, 141 A/D Green Belt Park, Gandhi Nagar, Jammu - 180 004 or Bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD against the submitted Bid.

The interested Companies/Firms/Agencies may deposit /submit the Earnest Money Deposit (EMD) for Rs.2,343/- (Rupees two thousand three hundred forty three only) in the form of Demand Draft drawn in the favour of Superintending Archaeologist, Archaeological Survey of India, Srinagar Circle, Jammu in the Deposit box before 03.00 pm. on the last date of the submission in the sealed envelope mentioning the Name of the Work.

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

The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders.

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

1. The successful tenderer will have to deposit Performance Security Deposit of 5% of order value in the form of CDR / FDR / TDR made in favour of Superintending Archaeologist, Archaeological Survey of India, Srinagar Circle, Jammu.

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

3. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender
signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.

4. In case of any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.

5. The Approval Authority reserves the right to cancel any or all the bids without assigning any reason.

5. Description of items in the Tender:

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Description and specification of items</th>
<th>Total Estimated quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sweeper (Full time)</td>
<td>182.00 Units</td>
</tr>
</tbody>
</table>

2. Address for communication, are as given below:

<table>
<thead>
<tr>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Person</strong></td>
</tr>
<tr>
<td><strong>Address for communication</strong></td>
</tr>
</tbody>
</table>
TECHNICAL BID
MINIMUM ELIGIBILITY CRITERIA

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>REQUIREMENT</th>
<th>COPY OF RELEVANT DOCUMENT</th>
<th>ENCLOSED YES/NO</th>
<th>PAGE NO. OF BID DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Office of Bidder: The Registered Office or one of the Branch Offices of the Bidder should be located in the State of Jammu &amp; Kashmir.</td>
<td>Address proof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Registration: The company/Firm/Agency should be registered with labour department.</td>
<td>Registration details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The company/Firm/Agency should be registered with EPF /ESIC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Clearance: The Bidder should also have clearance from GST Department and Income Tax Department. Relevant proof in support shall be submitted.</td>
<td>GST and Income Tax Return</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Experience:</td>
<td>Copy of work / supply orders</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- The Bidder should have experience in providing 50 units’ of manpower (skilled / unskilled) in a single work order during last three years at any government department / PSU or having experience in working with Archaeological Survey of India for last 3 years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Out of three years experience, at least one year experience is essential in central ministries / Government organisation or supply of labour / material with Archaeological Survey of India / Heritage sites on the last date of submission of bid documents.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- (*1 unit = 1 labour one day) [The total unit will be calculated based on No. of labourers multiplied by number of days in a single work order]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>PAN card and GST Registration</td>
<td>Relevant document</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Turn Over: The Average Annual financial turnover during the last three years ending 31th March of the pervious financial year, should be at least 30% of the estimated cost.</td>
<td>Turnover certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The company should not have losses in last three financial years</td>
<td>Certificate from Statutory Auditor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Declaration regarding black listing on stamp paper.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Documents supporting the Minimum Eligibility Criteria:

i) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 02, attested copies of Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.

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

iii) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 04, attested copies of experience certificates (work / supply orders) for completed work/ongoing work issued by the Archaeological Survey of India.

iv) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 06, attested copies of turn over certificate from Statutory Auditor shall be acceptable.
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)

Archaeological Survey of India, Srinagar Circle, Jammu
10. Financial turnover of the tendering Company/Firm/Agency for the last Two Financial Years with documentary proof thereof. (Attach Certificate from Statutory Auditor):

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover Amount (Rs. Lakh)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| Sl. No | Details of client along address, telephone and FAX numbers | Amount value of Contract (Rs. In Lakhs) | Duration of Contact From | To |
|--------|----------------------------------------------------------|----------------------------------------|--------------------------|
| 1.     |                                                          |                                        |                          |    |
| 2.     |                                                          |                                        |                          |    |
| 3.     |                                                          |                                        |                          |    |

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

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

Signature of authorized person

Date: 

Name: 

Place: 

Seal: 

Archaeological Survey of India, Srinagar Circle, Jammu
DECLARATION [On Letter Head]

1. I, ______________ Son/Daughter of Shri ___________________, signatory of the agency/firm mentioned above, is competent to sign this declaration and execute this tender document:

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

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

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

5. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

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

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

Signature of authorized person(s)

Date:
Full Name:
Place:
Seal:
TENDER FORM

APPLICATION FOR FINANCIAL BID

(For providing manpower/labour supply)

1. Name of the Firm ____________________________

2. Rates are to be quoted in accordance with the Minimum Wages Act 1948 as notified by the Central labour commissioner as applicable on the date of issue of this tender as applicable in State / city as per classification of Ministry of labour & employment.

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

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

5. Description of Labours:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Categories</th>
<th>Approx Quantity of Labours</th>
<th>Requirement per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Sweeper (Full time)</td>
<td>182.00 Units</td>
<td>As per requirement at Site/In consultation with Site Incharge.</td>
</tr>
</tbody>
</table>

(All figures in Rupees)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Component of Rate</th>
<th>Amount in Rs. per person/ per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>In accordance with Minimum Wage Act, 1948 for worker. (as per central labour commissioner rate).</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Employees Provident Fund of(i) above (as applicable)</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Employees State insurance of(i) above (as applicable)</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Contractors Service Charge..... of i above.</td>
<td></td>
</tr>
</tbody>
</table>

Archaeological Survey of India, Srinagar Circle, Jammu
<table>
<thead>
<tr>
<th>v.</th>
<th>Total of i+ii+iii+iv above</th>
</tr>
</thead>
<tbody>
<tr>
<td>vi</td>
<td>GST on i+ii+iii+iv+v above or as applicable</td>
</tr>
<tr>
<td>vii</td>
<td>Total of v + vi above</td>
</tr>
<tr>
<td>viii</td>
<td>Total rate per person per day</td>
</tr>
</tbody>
</table>

Note:

1. Total consolidated monthly amount (including Minimum wages, ESIC, EPF etc.) per person should be quoted by the bidder under each category separately.
2. Payment shall be made by the client as per the terms and condition of the Tender Documents.
3. The charges shall be on 26 days a month basis (as per norms of Government, Labour Department)
4. The contractor shall mandatorily ensure that the cost per head is paid as monthly wage to their employees who are deployed in client’s premises for different services.

Date: 
Place: 
Signature of authorized person
Seal
Full Name:
EVALUATION CRITERIA:

1. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.

2. The bidder who quotes lowest rates for providing casual labour services per month mentioned in (viii) of Application for financial bid will be declared L1.

3. In case of tie among L1 vendor, the bidder who has completed more work orders for supply of 50 units in a single work during last three years at any Govt. department/PSU or having more experience in working with Archaeological Survey of India for last 3 years shall be declare L1 copies of order or completion certificate from employer shall be provided alongwith Technical Bid.

4. The work shall be awarded to L1 bidder.

Notes:

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

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

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

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

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

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

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

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

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

9. The skilled / highly skilled labourers supplied by the contractor should have the experience of at least one year working at heritage buildings / monuments / sites and other highly skilled work i.e. plaster / ornamental plaster / stone flooring / ashlar work etc.

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

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

12. The contractor/firm to ensure that no damage is caused to the monument by his/their vehicle or labour/party the cost of such damages, if any should be borne with no claim.
13. The contractor/firm shall not be entitled to any compassion whatsoever on account of any delay or default in the finalisation and acceptance of work.

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

15. It is understood that the bidder has inspected the site and assessed the volume of work before bidding for the project: no claims whatsoever will be entertained at any stage in this regard.

16. Time shall be considered as the essence of this contract. The entire work must be completed within the prescribed time limit form the date of Award letter, failing which the remaining work can be re-allotted to another contractor/firm at the risk and cost of the contractor/firm with due notice to the contractor/firm.

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

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

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

20. Copy of clearance issued from concerned tax / GST department should be enclosed.

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

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

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

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

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

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

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

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

29. The site is a national monument and its ambience must be maintained without any damage.

30. The agency/firm/Contractor has to bear with the abrupt repeal of funds by the government and has to wait till fresh allotments are made. No interest payment for the delay in payment will be made by Archaeological Survey of India, Srinagar Circle, Jammu.

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

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

33. The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise not fit for the work assigned.

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

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

36. The tenderer will be bound by the details furnished by him/her to this office, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract.
making him/her liable for legal action besides termination of contract.

37. Approval Authority reserves right to terminate the contract during initial period also after giving three days’ notice to the contracting agency in case of breach of terms of contract or any other reason.

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

39. Whenever minimum wage is revised by the Government, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the Contractors Service Charge and cost of material including consumables unchanged.

40. Work order will be placed in piece meals as per requirement at site keeping in view the dumping / store space capacity and also the quantity of man power can increase than that of tendered quantity in view of the progress during execution of work.

LIABILITIES, CONTROL ETC, OF THE PERSONS DEPLOYED.

The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of Housekeeping.

1. The contracting bidder shall furnish the following documents in respect of the individuals who will be deployed by it in this office before the commencement of work.
   a. List of persons deployed.
   b. Certificate of verification of antecedents of persons by local police authority.
   c. Identity Cards bearing photograph.

2. In case the persons employed by the successful bidders commits any act omission/Commission which amounts to misconduct /indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary/legal action against such persons, including their removal from site of work, if required by the Department.

3. The tendering bidder shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Department.
4. The agency shall depute a coordinator who would be responsible for immediate interaction with Srinagar Circle, Jammu so that optimal services of the persons deployed by the agency could be availed without any disruption.

5. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day or leaving the job due to personal reasons.

6. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (agency).

7. The Service-providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed.

8. This Department shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

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

10. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc.

11. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

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

13. The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the bidder.

14. In case the bidder is asked to provide a substitute and it fails to do so within 3 (three) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.

15. The contracting bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without, the prior written consent of Superintending Archaeologist, Srinagar Circle, Jammu. The circumstances for change will be submitted in writing to ASI for approval in the first instance.

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

17. The tenderer will be bound by the details furnished to the Srinagar Circle, Jammu while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.

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

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19. Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the person deployed by it in the Srinagar Circle, Jammu. The Agency has to submit copy of deposit of EPF/ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed.

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

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

FORCE MAJEURE

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

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the order in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DG ASI as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such
event for a period exceeding 30 days, either party may at its option terminate the contract".

**ARBITRATION**

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

**APPLICABLE LAW**

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