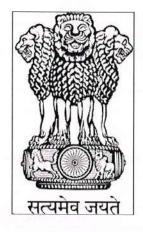
### **REQUEST FOR TENDER PROPOSAL**

# FOR PROVIDING THE SERVICE OF MEN POWER: CASUAL LABOUR FOR (ANNUAL MAINTENANCE TO PROTECTED MONUMENT), UNDER JAISALMER SUB CIRCLE (AT DIFFERENT MONUMENTS) UNDER THE JURISDICTION OF ARCHAEOLOGICAL SURVEY OF INDIA, JODHPUR CIRCLE, JODHPUR (RAJASTHAN)

TNDER REFERENCE NO. - Tender No. 43/JDH/Men Power/JSL/2018-19



GOVERNMENT OF INDIA MINISTRY OF CULTURE ARCHAEOLOGICAL SURVEY OF INDIA

Superintending Archaeoloist Arohaeogical Survey of India Jodhpur Circle, Jodhpur

### Section-1

### Table — A: Time and Work Frame

# FOR PROVIDING THE SERVICE OF MEN POWER: CASUAL LABOUR FOR (Annual maintenance to protected Monument), UNDER JAISALMER SUB CIRCLE (AT DIFFERENT MONUMENTS) UNDER THE JURISDICTION OF ARCHAEOLOGICAL SURVEY OF INDIA, JODHPUR CIRCLE, JODHPUR

# (RAJASTHAN)

# Manual bids shall not be accepted.

### **CRITICAL DATE SHEET**

1.	Date of Issue of Tender	17-08-2018	
2.	Bid Document Download / Sale/submission Start Date	17-08-2018	
3.	Bid Submission End Date	30-08-2018 at 15:00	
4.	Date of opening of Technical bid	31-08-2018 at 15:00	
5.	Date of opening of Financial bid	Shall be notified later after opening Technical bid	
6.	Validity of Bid	120 days	

### Address for communication, are as given below:-

### Contact Details:-

Contact Person	Superintending Archaeologist
Address for communication	O/o The Superintending Archaeologist, Archaeological Survey of India, Arid Forest Research Institute Campus, New Pali Road, Jodhpur– 342005.
	Ph.No 0291-2722090/91.
	Email – <u>circlejodhpur.asi@gov.in</u> <u>circlejdh.asi@gmail.com</u>
tots to some	Website - http://www.asijodhpurcircle.in

Superintending Archaeoloist Archaeogical Survey of India Jodhpur Circle, Jodhpur

Dear Sir,

- The Archaeological Survey of India Jodhpur Circle, Jodhpur invites Online Bids in the prescribed form under the two Bid system i.e. Technical Bid and Financial Bid for providing (supply of Manpower) casual laborers for (Annual maintenance to protected Monument), UNDER JAISALMER SUB CIRCLE (AT DIFFERENT MONUMENTS) under the jurisdiction of Archaeological Survey Of India, Jodhpur Circle, Jodhpur.
- 2. The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.
- 3. Document Download: Tender documents may be downloaded from CPPP site <u>https://eprocure.gov.in/eprocure/app</u> 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 itemwise price and other commercial/financial terms against the items mentioned in the Technical Bid.

### 5. Bid Submission:

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

Bids shall be submitted online only at CPPP website https://eprocure.gov.in/eprocure/app

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:

The Hard Copy of original payment instruments in respect of cost of earnest money must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur 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.

The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or micro & small Enterprises (MSEs) as define in MSE procurement policy issued by Department of micro, small & medium Enterprises (MSME) Ministry of Culture.

### 7. The EMD should be submitted separately as under:

D.D. of E.M.D. will be submitted In favour of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur, who is Tender inviting authority.

8. Estimated Cost Of. Tender: Rs.7,74,224/-

Superintending Archaeoloist Archaeogical Survey of India

Ger. 1



## Government of India Ministry of Culture Archaeological Survey of India Jodhpur Circle, Jodhpur

Arid Forest Research Institute Campus, Krishi Upaj Mandi, New Pali Road, Jodhpur 342005 E-mail: circlejdh.asi@gmail.com PH: 0291-2722091

### Notice Inviting Tender

Online E-tender are hereby invited by the S,A., A.S.I., Jodhpur Circle, Jodhpur on behalf of the President of India, by TWO Bid System i.e. Technical Bid and Financial Bid from approved registered, experienced and financially sound GST registered Menpower companies/Firms/Agencies who satisfy the eligibility criteria for supply of man power (for Annual maintenance to protected Monument), UNDER JAISALMER SUB CIRCLE (AT DIFFERENT MONUMENTS) under the jurisdiction of Archaeological Survey Of India, Jodhpur Circle, Jodhpur. For a period of 7 months form date of award contract, which is extendable for another three months up to 30.6.19 as per necessity.

- Complete Tender Document with Terms & conditions can be Downloaded from the website of this Department i.e. <u>www.asi.nic.in</u> & <u>http://www.asijodhpurcircle.in/</u> and CPP Portal Website <u>https://eprocure.gov.in</u>
- 2. Eligible/Interested (Manpower providing) Companies/Firms/Agencies may submit there on line proposal complete in all respect with in stipulated date & time mentioned in the CRITICAL DATA SHEET.
- 3. Eligible/Interested companies/Firm/Agencies may submit the earnest money deposit of Rs 15,484/- On or before 30-08-2018 in the O/O the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur in the form of D.D.in favour of S.A., A.S.I, Jodhpur Circle, Jodhpur payable at Jodhpur in the sealed cover along with Tender detail i.e. mentioning the name of work on envelope.
- 4. No E-Tender shall be entertained after deadline under any circumstance what so ever. The technical Bid of tenders will be opened on **31-08-2018 at 15.00** in the presence of authorized representative of Bidders as may wish to be personally present.

The S.A, A.S.I, Jodhpur Circle, Jodhpur reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Documents accept or to reject any or all tenders without giving any notice or assigning any reason. The decision of the competent Authority, Archaeological survey of India, in this regard will be final and binding to all parties in all circumstances.

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

Yours Faithfully

(Dr. V.S. Badiger) Superintending Archaeologist

- Copy to: Arohaeogical Survey of India Arohaeogical Survey of India Notice BoardJodhpur Circle, Jodhpur
- Website of this department i.e. www.asi.nic.in & http://www.asijodhpurcircle.in/

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### भारत सरकार भारतीय पुरातत्व सर्वेक्षण जोधपुर मण्डल, जोधपुर

Arid Forest Research Institute Campus, Krishi Upaj Mandi, New Pali Road, Jodhpur- 342005 Phone 0291-2722090 (SA Direct), 2722091 (Gen) E-mail: <u>circlejodhpur.asi@gov.in</u> <u>circlejdh.asi@gmail.com</u>

### ई-निविदा सूचना

अधीक्षण पुरातत्वविद्, भारतीय पुरात्व सर्वेक्षण, जोधपुर मण्डल, जोधपुर भारत के राष्ट्रपति की ओर से निम्नलिखित कार्य हेतु प्रमाणित एवं उपयुक्त श्रेणी में पंजीकृत एवं पात्र ठेकेदारों/पंजीकृत फर्म से केवल आइटम दर आधार पर ऑनलाइन निविदायें <u>http://eprocure.gov.in/eprocure/app</u> पर आमंत्रित करते है।

क्र. सं	कार्य का नाम	कार्य की अनुमानित लागत	धरोहर राशि	निविदा प्रपत्र का मूल्य	समय सीमा
	जैसलमेर उपमण्डल के अन्तर्गत संरक्षित स्मारकों पर वार्षिक रखरखाव व देख–रेख एवं साफ– सफाई एवं अन्य कार्य हेतू दैनिक श्रमिक उपलब्ध कराने बाबत्।	7,74,224/-	15484/-	500/-	7month

# निविदा प्रपत्र के लिए शर्ते :--

- ठेकेदार किसी सरकारी संस्था अथवा श्रम मन्त्रालय से संबंध अर्ध सरकारी संस्था में पंजीकृत होना चाहिए। श्रमिकों के लिए इ.पी.एफ. की सुविधा प्रदान करने की योग्यता रखना अनिवार्य है और वैध GST , PAN होना अनिवार्य है।
- निविदा एवं आवश्यक की सूचना भा.पू.स. बेवसाइट www.asi.nic.in & http://www.asijodhpurcircle.in/ and Central Public Procurement Portal http://eprocure.gov.in/eprocure/app पर उपलब्ध है।
- Last date for submission of online Bid on <u>http://eprocure.gov.in/eprocure/app</u> is date 30-08-2018. Up to 3.00 P.M and submission of Original EMD & Tender cost in the office of S.A, ASI, Jodhpur is Date 30-08-2018 up to 3.00 PM.
- 4. Date and time of Opening of Technical bid 31-08-2018. At 3.00 PM.
- 5. जो पुरातत्व के नियमानुसार कार्य करने का उच्चश्रेणी का अनुभव रखते हो। आपूर्त्ति आदेश जारी करने के एक सप्ताह के अन्दर आपूर्त्ति कार्य शुरू एवं पूर्ण अनुकूल परिस्थितियों में दिये गये समय में स्थल प्रभारी की आवश्यकतानुसार पूर्ण करनी होगी।
- 6. निविदाकर निविदा प्रस्तुत करने से पूर्व कार्य स्थल का रूप एवं प्रकृति कार्यस्थल तक पहुँचने के साधन आदि का निरीक्षण कर लें। इस हेतू कोई अलिखित प्रभार मान्य नहीं होगा।

intending Archaeoluist haeogical Survey of India Jodhpur Circle, Jodhpur

अधीक्षण पुरातत्वविद

Tenner of India       Government of India         Ministry of Culture       Aird Forest Research Institute Campus         Archaeological Survey of India       Jodhpur circle, Jodhpur         Jodhpur circle, Jodhpur       Aird Forest Research Institute Campus         Krishi Upaj Mandi, New Pali Road, Jodhpur 342005       Phone 0291-2722090 (SA Direct), 2722091 (Gen)         Tenne of work: - For providing Manpower as Casual Labour for watch & ward person (without arms), unskilled, skilled person for Sweeper, cleaning & misc works for Annual maintenance of ASI. Protected monuments of Jaisalmer sub circle for period 7 months from the date of award of	Estimate Amount Rs7,74,224/- EMD Rs15,484/- Tender Fees DD Rs500/- Period of the contract award from 01.09.2018 to 31.03.2019 DETAIL OF THE JAISALMER SUB CIRCLE JAISALMER	Name of the monument site (palace category of labours No. of Total Place at which labour Nature of Job of work) contempored to be supplied required Unit Der dav	A/R to Jaisalmer fort including       Ward       & Ward       Z No.       424       Jaisalmer Fort, Jaisalmer       Attending       ward       duty       in       & around       the anound       the another       the another	Unskilled person 1 No. 212Do Daily Sweeping/cleaning the interior & exterior portion of monuments & their surrounding complex, pathways & parking if any & Up keep the monument in(presentable condition) neat and tidy condition. Periodical cleaning of the monuments by removing vegetation growth from	Archaeogical Survey of India
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After to Amore Distr. Jandore fort Mandore       Ward       & Ward       No.       214       Mandore Fort. Mandor       As Above         Distr. Jodnpur       Inscient site       Inscient site       100.       212      Do       As Above         Affer to Ancient site       Inscient site       100.       212       Ancient       site       As Above         Affer to Ancient site       Inscient site       Inscient site       As Above       As Above         Affer to Ancient site       Inscient site       Inscient site       As Above       Inscient site       As Above         Affer to Ancient site       Inscient site       Inscient site       Inscient site       As Above       Inscient site       As Above         Affer to Inscient site       Inscient site       Inscient site       As Above       Inscient site       As Above         Affer to increase or decrease as per the requirement of the Department.       - <t< th=""><th>ArR to Mandore fort Mandore     Ward     &amp; Ward     2 No.       Distt. Jodhpur     Unskilled person(without Armed)     1 No.       ArR to Ancient site Ludruva     Ward     &amp; Ward     1 No.       Patan at Ludruva Distt. Jaisalmer     Ward     R Ward     Nard     1 No.       Note:     Unskilled person      -</th><th>424 212 212</th><th>Mandor Fort , Mandor</th><th>day cleaning of the Monuments &amp; cleaning of toilet Daily picking up the dry leaves, paper waste, plastic waste etc. in the periphery &amp; disposal off the same properly</th></t<>	ArR to Mandore fort Mandore     Ward     & Ward     2 No.       Distt. Jodhpur     Unskilled person(without Armed)     1 No.       ArR to Ancient site Ludruva     Ward     & Ward     1 No.       Patan at Ludruva Distt. Jaisalmer     Ward     R Ward     Nard     1 No.       Note:     Unskilled person      -	424 212 212	Mandor Fort , Mandor	day cleaning of the Monuments & cleaning of toilet Daily picking up the dry leaves, paper waste, plastic waste etc. in the periphery & disposal off the same properly
Unskilled         Derson         1 No.         212        Do         As Above           almer         Ward         & Ward         1 No.         212         Ancient site site         As Above           almer         Person(without Armed)         1 No.         212         Ancient site site         As Above           almer         Person(without Armed)         1 No.         212         Ludruva         Patan         As Above           almer         Person(without Armed)         1 No.         212         Ancient site site         As Above           unskilled         person            Distit.         As Above           all abours to be engaged is subject to increase or decrease as per the requirement of the Departmeing experience in working at heritage/ Ancient sites/Monuments as causal workers should be given         Superimending archaeoloist	Unskilled person     1 No.       A/R to Ancient site Ludruva     Ward     & Ward     Ino.       Patan at Ludruva Distt. Jaisalmer     Ward     R     Ward     Ino.       Patan at Ludruva Distt. Jaisalmer     Person(without Armed)     Ino.       Note:-     Unskilled person        Superintending Archaeoloist	212 212		As Above
Ward       & Ward       I.No.       212       Ancient       site       site       As Above         almer       Person(without Armed)	A/R to Ancient site Ludruva       Ward & Ward (100.)         Patan at Ludruva Distt. Jaisalmer       Person(without Armed)         Patan at Ludruva Distt. Jaisalmer       Person(without Armed)         Note:-       Unskilled person         1. The number of causal labours to be engaged is subject to incr         2. Causal workers having experience in working at heritage/ Anchaeogical Survey of India         Arohaeogical Survey of India	212	Do	
Unskilled person             Re:-              The number of causal labours to be engaged is subject to increase or decrease as per the requirement of the Departme Causal workers having experience in working at heritage/ Ancient sites/Monuments as causal workers should be given Causal workers labours of india Archaeoloist Survey of India Archaeoloist Jodnpur Circle, Jodnpur			site a Patan a D	As Above
e:- The number of causal labours to be engaged is subject to increase or decrease as per the requirement of the Departm Causal workers having experience in working at heritage/ Ancient sites/Monuments as causal workers should be given Causal workers having experience in working at heritage/ Ancient sites/Monuments as causal workers should be given Causal workers having experience in working at heritage/ Ancient sites/Monuments as causal workers should be given Causal workers having experience in working at heritage/ Ancient sites/Monuments as causal workers should be given Causal workers having experience in working at heritage/ Ancient sites/Monuments as causal workers should be given Aronaeogical Survey of India Modifier Circle, Jodhpur		1		
Arohaeogical Survey of India Arohaeogical Survey of India	Archaeogical Survey of India Archaeogical Survey of India	ncrease or de Ancient sites/	crease as per the require Monuments as causal wc	nent of the Department. rkers should be given preference. Superintending Archaeologist

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERER

- 1. The Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle Jodhpur requires E-tender from reputed, well established and financially sound manpower providing Companies/Firms/ Agencies for providing manpower as Causal Labour to A.S.I. various monuments under Jaisalmer sub circle.
- 2. The contract will be for a period of up to 7 (months) from the date of award of contract. The period of contract may further be extended for another three months up to 30.6.19 as per necessity. Depending upon satisfactory work. Unless it is curtailed or terminated by this office owing to deficiency in service or any other reason.
- 3. The engagement of service shall be purely on contact basis.
- 4. The A.S.I. has requirement for providing services of laborers as per details given in (Tender Documents) who are well conversant with above said works.
- 5. The workers will be engaged for the following types of job.
- 6. Watch & ward person (without arms):- Attending watch & ward duty in & around the monument round clockwise during day & night hours to look after the Monuments & Its premises, movement of visitor's safety, to look after the Antiquities& sculptures.
- 7. Unskilled person:-(I) Daily Sweeping/cleaning the interior & exterior portion of monuments & their surrounding complex, pathways & parking if any & Up keep the monument in(presentable condition) neat and tidy condition. Periodical cleaning of the monuments by removing vegetation growth from the Monuments, removal of collected Melba after day to day cleaning of the Monuments & cleaning of toilet. (ii) Daily picking up the dry leaves, paper waste, plastic waste etc. in the periphery & disposal off the same properly,
- 8. The incumbent should be physically fit and well disciplined.
- 9. Entire man power will report in the morning itself and shall carry out the work including cleaning of the Monuments as per the scope of work.
- 10. Bio-Data of causal labour shall be submitted before commencement of services. Service provider shall ensure that no police/ Criminal case is against them. The service provider shall be fully responsible for their integrity.
- 11. The tenders have been invited under tow bid system i.e. Technical and Financial Bid.
- 12. The interested Companies/ Firm/ Agencies may Deposit the Earnest Money (EMD) for Rs. 15,484/- only in the form of D.D. drawn in favor of Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle Jodhpur.
- 13. The Earnest Money Deposit (EMD) of Rs. 15,484/- refundable (without interest) should necessarily be submitted to the Superintending Archaeologist, Archaeological Survey of India Jodhpur Circle Jodhpur on or before the opening of tender date, in a sealed cover super scribing as E.M.D. for the work of Man power supply for Annual maintenance of A.S.I. Protected monuments of Jaisalmer sub circle at failing which the tender shall be rejected summarily.

SuperIntending Archaeololst Archaeogical Survey of India Jodhpur Circle, Jodhpur

- 14. The successful tenderer will have to deposit performance security Deposit of 10 % of order value in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) made in the name of the Company/ Firm/ Agency but hypothecated to the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur covering the initial period or Demand Draft in favor of Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle Jodhpur. The FDR will have to be accordingly renewed by the successful tenderer. It will be refundable according to Govt. rules.
- 15. The tendering Companies/ Firms / Agencies are required to enclosed photocopies of the following documents along with the Technical Bid. Failing which their bids shall be summarily / out-rightly rejected and will not be considered any further :-
  - (a) Registration certificate
  - (b) Copy of PAN/ GIR card
  - (c) Copy of IT return filed for the last two financial years.
  - (d) Copies of the EPF and. ESI Registration certificate
  - (e) Copies of the Goods & Service Tax registration certificate
  - (f) Copy of registration with labour Department
  - (g) Proof of annual turnover of the firm for the last 2 years ending on 31/03/2018
  - (h) Declaration regarding black listing as per format attached.
- 17. All entries in the tender form should be legible and filled is clearly. If the space for furnishing information is insufficient a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. The tender shall be summarily rejected .However correction if any.
- 18. Payment shall be made by Service provider to Casual Labors by 7th of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
- 19. Payment shall be made to the Contractor by furnishing the bill after obtaining from the sub circle in charge.
- 20. Payment shall be made to the Contractor by obtaining a performance certificate from the sub circle in charge.
- 21. No placement charges shall be collected by the firm, from the prospective candidates.
- 22. The Technical Bid of tenders shall be opened on 24-08-18 at 3.00PM at office of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle Jodhpur in the presence of the authorized representative of the Companies/ Firms/ Agencies, if any, who are present on the spot at that time.
- 23. The Superintending Archaeologist, Archaeological Survey of India. Jodhpur Circle Jodhpur reserves the right to cancel any or all the bids without assigning any reason.
- 24. Bidder shall not be permitted to withdraw their offer or modify the terms & conditions thereof In case the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rate, the aforesaid bid security shall be forfeited to the Govt.
- 25. No claim shall be lie against the Govt. /Deptt. In respect of erosion in the value or interest on the amount of E.M.D. or S.D.
- 26. The requirements of manpower is tentative and may increase or decrease as per w Superintenting Archaeoloi Arohaeogical Survey of India requirement at the sole discretion of the S.A., .A.S.I

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Jodhpur Circle, Jodhpur

- 27. The contract is alive, subject to availability of funds. If funds are exhausted the tender can be terminated after serving one month notice.
- 28. The normal working hrs will be from 8 Am. to 5 pm. With one hrs lunch break except watch & ward category for which working hrs will vary. Their normal working hours will be as per duty sift with one hour lunch break. The working time of labours may vary as per requirement at site.
- 29. The office observes six days working. The deployed staffs has to perform a duty on all the working days including Sunday and holidays except the days being observed by the Jodhpur Circle, Jodhpur as closed days.
- 30. If a deployed resource is on leave then the vendor shall provide a suitable substitute.
- 31. 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 Company/ Firm/ Agency.

uperintending Archaeoloist Arohaeogical Survey of India Jodhpur Circle, Jodhpur



### **REQUIREMENT FOR TECHNICAL ELIGIBILITY** FOR PROVIDING MAN POWER

The tendering manpower Company/Firm/Agency should fulfil the following Eligibility requirement and furnish self attested copies of the documents with technical bid

### Note: - Experience is not essential but preferable.

Name of Tendering Company /firm/agency: -----

SI. No	REQUIREMENT	Copy Of Relevant Document	Enclosed Yes/ No	Page No. of Bid Document
1	The registered Office or one of the Branch Offices of the Company/Firm /agency should be located in Rajasthan.	Proof of Address		
2	The Manpower Company / Firm / Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate	<ul> <li>C[Lines and</li> </ul>	
3	<ol> <li>The Company/ Firm/ Agency should have at least Two years experience in providing manpower to reputed Private Companies/ Public Sector Companies/ Banks and Government Department on the last date of submission of bid.</li> <li>Out of above two years experience, at least one year experience is essential in Central Ministries/ Government offices/ Government organizations on the last date of submission of bid.</li> </ol>	(i) Copy of work order (ii) Copy of work order 2. Copy of work order		
4	The Company/ Firm/ Agency should be registered with Service Tax Department.	Copy of Registration Certificate/ Number		
5	The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration Certificate/ Number		
6.	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration Certificate/ Number		
7	PAN card	Copy of PAN CARD		
8	The Company/Firm/ Agency should have completed two orders of manpower supply during last two years and out of which at least one work order for providing minimum 30 No. casual labour in Government offices (central/sate) Government organizations.	Copy of work order and completion certificate		
9	The Annual Turn Over of the company should not be less than Rupees 50 lakhs in last 2 consecutive years i.e., 2016-17 and 2017-18 financial years. (Income tax return for)	Certificate from Statutory Auditor		
10	Declaration regarding black listed as per format attached on stamp paper			

(A) Whether the firm has been black listed by any Govt. deptt. Or any criminal case registered with the firm or its owner (give details)

Superintending Archaeolois Arohaeogical Survey of India Jodhpur, Circle, Jodhpur Date:-

Signature of authorized Person

# QUALIFICATION AND REQUIREMENT FOR CAUSAL LABOURS TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/ FIRM/ AGENCY PROPER DOCUMENTARY PROOF

- 1. He/She should be completed 18 years of age.
- He/ She should be well conversant with the conservation (of watch & ward, sweeping cleaning & misc. works.)
- His/ Her antecedents should have been got verified by the agency from the local police authorities and a copy each of the character-in-Antecedents Report in respect of candidates may be furnished to this Department.
- 4. He/She must be complete the desire qualification.
- 5. Skilled person for operating the computer should be well trained & have Knowledge of operating the computer.

Arohaeogical Survey of India Jodhpur Circle, Jodhpur

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### APPLICATION FOR TECHNICAL BID OF TENDER PART – A

<u>Subject:</u> - Providing man power for the work (Annual Maintenance to Protected monument) Under Jaisalmer sub circle at Various Monuments as detailed given in Tender schedule document.

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#### Note: - Experience is not essential but preferable.

- 1. Technical bid should be filled along with the self attested photocopies of relevant documents which should be attached.
- Name of Tendering company/ firm/ Agency:-(Attach certificate of registration details, for man power supply)
- 1. Name of Proprietor/ Director of Company/ firm/ Agency :
- 2. Full Address of Regd. Office

Telephone No. Fax No: E-Mail Address

3. Full Address of operating Branch .....

Telephone No. Fax No: E-Mail Address

- 4. (a) Banker of Company/ firm/ Agency......
  (Full Address)
  (Attach Certified Copy of statement of A/C for the last two years)
  (b) Telephone Number of Banker
- 5. Registration No. & detail with labor Deptt. (Under labour act) (Attached certificate of Registration)
- 6. Profile of the Agency/bidder:-
- 7. PAN/GIR No. (Attach attested copy)

 E.P.F. Registration Number and authorities With whom registered (Attach attested copy)
 C.C.L.D. Attach attested copy)

- 10. E.S.I. Registration Number (Attach attested copy)
- 11. Annual Financial turnover of the tendering Company/ Firm/ Agency for the last preceding two Financial Years with documentary proof thereof. (Attach separate sheet if space provided is insufficient) should not less than 50 lakhs per year in last two consecutive years.(Income tax return for the following financial years

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Financial Years	Annual Turn over Amount (Rs. Lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency (for experience) during the at least last two years on the last date of bid submission in the following format. (If available) Out of which at least one year is essential in central ministry or Govt. organizations & providing minimum 30 No. man power supply in above Dept. /organization (certificate to be attached)

S.No.	Details of client	Amount value of	Duration of Contract		
	along with address, telephone and Fax numbers	contract (Rs. In Lakhs)	From	to	

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

- 13. Under taking by the bidder (as per copy enclosed)
- 14. Detailed of E.M.D. / D.D. Bank Name------

Date of issue-----

Amt-----

- 15. Whether the firm has been black listed by any Govt. Deptt. Or any criminal case Registered against the firm or its owner (Give details').
- 16. Additional information, if any (Attach separate sheet, if required)

Date: Place: Signature of authorized person Name: Seal:

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#### DECLARATION

- 1. I, \_\_\_\_\_\_ Son/Daughter of Shri \_\_\_\_\_\_\_signatory of the agency/firm mentioned above, is competent to sign this declaration and execute this tender document:
- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
- 3. My agency has not been blacklisted/debarred from participating in tender of any Ministry/Department of Government of India undertaking in the last Two (2) 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:

Superintending Archaeoloist Superintending Survey of India Arohaeogical Survey Jodhpur Signature of authorized person(s)

Full Name: .....

Date...

Place...

Seal

### Part-( B) Application for financial Bid (For providing Man power)

<u>Note: -</u> Required rate according to Notification as Notified by the Chief Labour Commissioner(C) Ministry of labour & Employment based on which rates to be quoted

Subject: Providing labour for the work Annual Maintenance to the protect various Monuments under Jaisalmer sub Circle, Jaisalmer.

- 1. Name of tendering Company/ Firm/ Agency: -----
- Minimum Wages shall be paid in accordance for Casual Labours as notified by Chief Labour Commissioner(C) Ministry of labour & Employment vide notification No. 1/10(6)/2018-LS-II &1/10(3)/2018-LS-II of dated 03/04/2018 as applicable on the date of issue of this tender ,A copy of notification may be attached .
- 3. For the purpose of comparison/evaluation of rates in the Financial Bid, the rates to be quoted in accordance with Minimum wages Act.1948 as notified by Chief Labour Commissioner(C) Ministry of labour & Employment vide notification No. 1/10(6)/2018-LS-II & 1/10(3)/2018-LS-II of dated 03/04/2018 as applicable in the said area on the date of issue of this tender.
- 4. However actual amount payable to the Bidder shall not be less than Central Labour and Employment. Where the State Minimum Wages for -- category are higher than the rates notified under Central Minimum Wages. The higher rates shall be protected and treated as minimum rate of wages.
- 5. Description of laborers.

Categories	Approx. Quantity of Labourers	Requirement / Day	
<ol> <li>Unskilled labours (as per requirement)</li> </ol>	424 Units	As detail given in Tender schedu document or as per requirement at site	
2. Watch & ward person (without arms)	1060 Units	1100 M	

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SI	Item Description & Categories of	Minimum Wag	ges per worker	per day
No.	labourers	Watch& Ward person (without arms)	Unskilled labours	skilled labours
i	Prevailing Minimum daily wages per worker per day as on date 1.8.18(in accordance with Minimum wages Act.1948)	Rs.522/-	Rs. 400/-	N.A.
ii	EPF (On SI. No. I) @13.16%	e Chanestan ann a tha Dar	1	
iii	ESI (On SI. No. I) @4.75%			
iv	Labour cess @1 % (On SI. No. I)			
v	Service Charges/ Agency Profit (On SI. No. I) @%			
vi	Total of I to v	the set of shore		
vii	GST on vi, @ 12 %			
vii	Total of (vi+vii)			
viii	Effective rate per labour/day figures) (In words) (In			

# (A) For Sr. No. 1& 2 i.e. Jaisalmer & Luderva C class area

## (B) For Sr. No. 3 i.e. Mandor Fort B class area

SI	Item Description & Categories of	Minimum Wag	ges per worker	per day
No.	labourers	Watch& Ward person (without arms)	Unskilled labours	skilled labours
i	Prevailing Minimum daily wages per worker per day as on date 1.8.18(in accordance with Minimum wages Act.1948)	Rs.612/-	Rs. 462/-	N.A.
ii	EPF			
	(On SI. No. I) @13.16%	30 diam		
iii	ESI	the second	E.	
	(On SI. No. I) @4.75%	and the second sec		
iv	Labour cess @1 % (On SI. No. I)	1840) 421		
v	Service Charges/ Agency Profit			
	(On SI. No. I) @%			
vi	Total of I to v			
vii	GST on vi,			
	@ 12 %			
vii	Total of (vi+vii)			
viii	Effective rate per labour/day			
	figures) (In	Superintending Are	inist	
	words) (In	m	haeolois	

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### Note:

- 1. The bidder should note that all kind of charges/profit required by the company/ Agency for providing manpower is to be including in the Service charges at SI. No. v and that no other hidden charges are to be claimed/ recovered on any other account.
- 2. The agency will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
- 3. In case where the bidder has submit nil service charges in Sr. No. V the bid shall be treated as unresponsive & will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29 (I) /2014-PPD dared 28 January, 2014.
- 4. The rates which is note in accordance of the Minimum wages Act.1948 as applicable on the date of issue of this tender will not be accepted & the Financial bid shall not be considered.
- 5. Payment shall be made by the client as per the terms & conditions of the tender documents.
- Necessary TDS & labour cess or any other taxes deduction by the Govt., will be applicable & will be deducted from the contractor/Firm as per rule and rate.

Signature of authorized person

Date:

Place:

Full Name & Seal

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### **EVALUATION CRITERIA**

- 1. The bidder who fulfills Technical Eligibility Requirement mentioned under technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
- 2. The bidder who quotes lowest rate per person per day mentioned in Para (viii) of Application for financial bid will be declared L1.
- 3. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order in last 2 year for providing minimum 30 casual laborers. In Government offices (central/sate) Government organizations shall be declared L1 .Copies of Order and completion certificate from employer shall be provided along with Technical Bid.
- 4. The work shall be awarded to the L1 bidder.

#### Notes:

- 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 28<sup>th</sup> January, 2014.
- 2. The payment shall be made an on monthly basis based on attendances duly certified by concerned local Sub circle in charge.

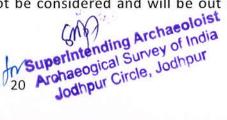
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### **TERMS & CONDITIONS OF THE CONTRACT**

### 1.General:-

- 1. The quantity of work can be decreased or increased as per the availability of funds and need of work. Hence no claim will be made by the contractor to the department.
- 2. That the contractor shall have no right to transfer or assign the work to any other agency in any circumstances
- 3. The contractor/agency shall abide by the minimum wages Act as revised from time to time.
- 4. Any other condition or instruction in consonance with terms and conditions of the tender laid down by the S.A., ASI or the authorized representative in the interest of better maintenance shall be strictly adhered to by Contractor
- 5. This contract may be terminated by eighter party by giving written notice to the other if the contractor does not provide service satisfactorily as per the requirements of the department.
- 6. The ASI shall have the right to ask for removal/replacement of any person of the agency, who is not found to be suitable and orderly in the discharge of his/her, duty
- 7. Security money may be forfeit if the contractor fail to follow the terms & conditions of the tender and work shall be carried out at risk & cost of the contractor
- 8. The contract can be terminate by giving prior notice, if the contractor neglects or fails to carry out the contracted work due to negligence in the performance of the work and ASI reserves the right to terminate the contract and forfeit the security amount as well as engage another service provider to carry out the work at the cost and risk of agency
- 9. TDS as per rules shall be deducted from the bills of the contractor as per the applicable laws. Labour cess @1% of the bill amount or as applicable will also be deducted.
- 10. The contract is alive, subject to availability of funds. If funds are exhausted the tender can be terminated at any time after serving one month notice.
- 11. Tender rates are valid for the current financial year i.e.2018-19 (up to the March 2019).
- 12. Tenders received without Tender Fee and Earnest Money Deposit will be rejected summarily.
- 13. An agreement will be signed with the successful bidder after submission of required performance guarantee @ 10%. Of the contract value within one week of opening the tender. Otherwise the EMD amount will be forfeited.
- 14. Lapses in providing the service will be viewed seriously & penalties will be imposed on the service provider. The quantum of penalties will be decided in Individual cases & decision of the authority shall be final & binding.
- 15. The contractor /agency have to initiate tie service as instructed by the authority in work order. In case of failure to commence service on stipulated date & time the agreement will be cancelled & EMD will be forfeited.
- 16. The undersigned reserves the right to terminate the tender at any time without assigning any reasons.
- 17. I have carefully read and understood the terms & conditions of the tender and undertake to abide by them
- 18. The firms which do not meet minimum wages criteria will not be considered and they will be treated as ineligible.
- 19. The working time of the laborers will depending as per the requirements. The nature of work as per the instruction and direction of site in charge.
- 20. Tenders not conforming to the requirements mentioned in the tender form will be rejected and no correspondence shall be entertained in this regard
- 21. Incomplete or Conditional bids shall not be considered and will be out rightly rejected in the first instance



- 22. The tenderer shall have to submit a declaration stating that he/she is not a relative of any serving employee of office of the Jodhpur Circle being a partner in the tendered company
- 23. The engagement of services is purely on contract basis. The manpower deployed by the contractor / agency/ firm shall he employees of the Agency for all intents and purposes
- 24. The earnest money will not be refunded if the bidder provides wrong information about its agency/firm and or if the bidder attempts to influence the bid by deeds which are not acceptable to the ASI, and/ or if the bidder fails to abide by the terms and conditions during any stage of the tender
- 25. In case any of the above provision is violated the company shall be liable to be blacklisted from the Government of India.
- 26. No accommodation/transportation to reach site will be provided by ASI
- 27. The Bidding Company should be registered under the companies Act 1956.
- 28. Signed & stamped on each page of the tender document
- 29. The tender's will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage. In case, any document furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract & forfeiture of performance security.
- 30. The (undersigned) ASI reserves the all right to amend or 'withdraw any of the terms and conditions contained in the Tender Documents or to reject (cancel) or accept any or all (Bids) tenders or those which have incomplete information without giving any notice or assigning any reason whatsoever. And is not bound to reward the work to the lowest bidder .A.S.I. takes no responsibility for the delay loss or non receipt of any submission or letter sent by post within the prescribed time period. The decision of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle. Jodhpur in this regard shall be final and binding on all parties in all circumstances.
- 31. The Service Provider shall be contactable at all times and message sent by email/Special Messenger from the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur to the Service provider shall be acknowledged immediately on receipt on the same day.
- 32. In case the Company/Firm/Agency is asked to provide a substitute and if 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.

Accepted

(Signature of the contractor)

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### 2.Contractor's liabilities & control of the person Deployed:-

- 1. The contractor should ensure that the engage labourer should neither be below 18 years nor above 60 years. Particulars of labours should be submitted along with proof of identity.
- 2. The work should be executed as per the directions of the site in charge.
- 3. The labours shall be present in all working days. The contractor has to arrange required number of labours as directed by the site-charges
- 4. The contractor will insure that the monument & their complex ,area are daily maintained neat & clean in a presentable condition and shall constant cleaning / sweeping of the monument /complex etc.
- 5. That the Government/ASI shall have the right to carry out day-to-day inspection of maintenance, cleaning of the monument. Work pertaining to the monument by the official and staff of ASI who shall have the right to inspect at any time.
- 6. Sweeper daily with uniform including supply of required materials and equipments as specified by the department. The selected firm shall be responsible to undertake the activities mentioned above by using the environment friendly bio-degradable material of high standard quality
- 7. The agency shall ensure that the persons deployed on the work wear a uniform everyday while on work.
- 8. The labour should obey the instructions of the site in-charge. In case of misbehaviour or non performance poor quality of work by any labour engaged in the work, his engagement will be removed (discontinued) from the job and agency shall replaced immediately said personal wages for the said will not paid.
- 9. To enable the contractor to provide the service, the ASI shall ensure that their staffs is available to provide such service.
- 10. If a deployed resource is on leave then the agency shall provide a suitable substitute
- 11. The contractor/agency should mark daily attendance & verified by the site-in-charge daily.
- 12. The contractor has to furnish the valid labour license from the labour department and shall have to comply with Labour Act and statutory regulations as applicable.
- 13. The contractor should be registered with EPF and ESI, GOI in light of welfare of Labour engaged by him.
- 14. In case of any mishaps/accidents occurred during the discharge of duties by tie laborers, the compensation liability will be solely rest with the contractor and no compensation will be paid by the department
- 15. The contractor shall exercise adequate supervision to reasonably ensure proper performance of the Monument in accordance with schedule of requirements.
- 16. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements.
- 17. The supervisor will keep taking round of the monument premises and keep a watch over the deployed staff.
- 18. The supervisor will keep a watch on the deployed staff. And it should be ensured that strict cleanliness is maintained.
- 19. The tenderers will have to submit affidavit to the office in respect of all types of payments such as wages payment, EPF, ESI, Labour and employer contribution, goods and service tax, if any. The tender is only meant for supply for manpower .The work will be executed by the site in charge
- 20. 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/fir If any of the Terms and condition is in violation of any of the provision of Rules/Acts in this regard, the provision in the relevant Act/Rules shall prevail.

Superintending Archaeolois Archaeogical Survey of India Jedhpur Circle, Jodhpur

- 21. The firms which do not meet minimum wages criteria will not be considered and they will be treated as ineligible. The company/Firm who will be awarded contract. Shall ensure that the wages are paid to the workers directly to their respective bank accounts (Fortnightly) by way of ECS/NEFT or any approved means of bank transfer and have to provide the proof of same to the department at the time of furnishing the bills failing which no payment will he made to the Contractor and their service are liable to be terminated
- 22. The contractor shall submit require all documents proof of having deposited the amount of (contribution) claimed by them on account of EPF and ESI contribution towards the persons deployed by him along with employee contribution ( as applicable) before submitting the bill for the subsequent month. Failing whom no payment will be made TDS will be deducted under section 194-C of the Income Tax Act. 1961 as applicable form the contractor.
- 23. Bio-data of persons shall be submitted before commencement of services. Service provider shall ensure that no Police/Criminal case is there against persons. The service provider shall be fully responsible for their integrity.
- 24. The performance of the deployed persons will be evaluated by the Circle office on the basis of the reports received from Sub circle. If the performance is not satisfactory, suitable action will be taken against the agency.
- 25. ASI shall have the right to ask for removal / replacement of any person of Agency. Who is not found to be suitable and orderly in the discharge of his/her duty.
- 26. The agency staff shall carry out duties as are entrusted to them by ASI from time to time under the supervision of site-in-charge. The contractor should maintain wages register and produce the same as and when required by the concerned authorities. The contractor will be fully responsible for all kinds of litigations/claims if any. Arises through laborers engaged by them
- 27. The agency shall depute a coordinator who would be responsible for immediate interaction with ASI so that optimal services of the persons deployed by the agency could be availed without any disruption
- 28. All assigned Man Power will wear Identity card provided by ASI while performing all duties at the arranged place of work
- 29. If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the controlling officer and the concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. No wages will be paid for any absence. Moreover the service provider shall provide a substitute in case the absence exceeds 5 days, or even earlier, if situation so warrants, to meet such eventualities, the contractor shall make provision for leave reserve
- 30. All wages and allied benefits like P.F., Bonus, and ESIC. Etc. to be paid by the agency. The agency shall remain responsible (liable) to the authorities concerned for compliance of the provision in this regard and will be (answerable) liable for any contravention thereof. Agency shall have to abide by Minimum wages Act as revised from time to time the member of staff deployed by them In case the minimum wages is raised by the Government Authorities after submission of the tender, the payment of difference in the minimum wages will be considered by the ASI
- 31. 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.
- 32. It will be the responsibility of the service provider to meet transportation, food accommodation medical and any other requirements in respect of the persons deployed by it in the ASI. The ASI will have no liability in this regard.

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- 33. 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. Contractor Neil is responsible for timely payment to the supplier/labour statutory authorities in respect of the person deployed by him in the work.
- 34. 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.
- 35. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.

### **3.Termination Clause:-**

- 1. The contract can be terminated by giving three months prior notice by the tenderer and one month's notice by the Jodhpur Circle, Jodhpur. Notwithstanding that if the tenderer neglects or fails to carry out the contracted work due to negligence in the performance of the contract, the Jodhpur circle, Jodhpur shall have the right to terminate the contract forthwith and forfeit the entire security amount as well as engage another supplier/service provider to carry out the work/service at the cost and risk of agency
- 2. S.A.ASI Jodhpur circle Jodhpur reserves right to terminate the contract during initial period also after giving three day's notice to the contracting agency in case of breach of terms of contract.
- 3. The contracting Company/ Firm/ Agency shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in ASI under the contract. Any such malpractice shall render the contracting Company/Firm/Agency liable for termination of contract.

### 4.Financial Bid Evaluation & selection of successful Bidder:-

- a. Technical bids will be opened first. Those Bidders who qualify in the technical bids only their financial bids will be opened.
- b. The bid of eligible applicants will be opened and evaluated as per standard procedure.
- c. If more than one tenderer quoting the same rates are received, it will be the discretion of undersigned calling one tenderer to award the work to whom he finds more suitable to do the job and his decision will be final and binding on the tenderer.
- d. Whenever the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quote by the contractor will be taken as correct and not the amount.

### 5.Technical Bid Evaluation:-

The bidder who qualified in the technical evaluation stage shall only be considered for opening of financial Bid.

### 6.Labour Law compliance:-

1. The contractor should ensure that his workmen are granted Holidays/Leave with wages as per Act/Rules applicable to the Firm/Agency/Contractor.



- 2. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour/leave, for which the work is taken from them, do not violate relevant provisions of ------ and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The contractor shall not commit a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour.
- 3. The contractor has to furnish the valid labour license from the labour department and shall have to comply with Labour Act and statutory regulations as applicable the tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.

**<u>7.Resolution of Disputes:</u>** All disagreements, disputes, differences that may arise between the ASI and the bidder and which cannot be resolved through manual negotiations. Shall be referred to an Arbitrator appointed in accordance with the provision of relevant Indian or International law as the case may be. The venue of the proceedings and arbitration shall be Jodhpur (Rajasthan) India.

**<u>8.</u>** Jurisdiction:- The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The courts in Jodhpur (Rajasthan), India shall have the exclusive jurisdiction to try all or any of the disputes.

### LEGAL

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

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#### 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 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 SA, ASI, Jodhpur Circle, Jodhpur 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 contract.

#### 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 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 SA, ASI on behalf of the D.G. 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 Jodhpur, India.

### APPLICABLE LAW

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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.

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### 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 Bidders 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: <u>https://eprocure.gov.in/eprocure/app.</u>

### REGISTRATION

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

### SEARCHING FOR TENDER DOCUMENTS

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

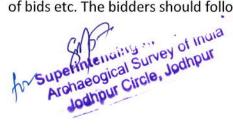
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#### PREPARATION OF BIDS

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

#### SUBMISSION OF BIDS

- 1. Bidder should log into the site well in advance for bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded bid will be rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the white colour (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.
- 6. The server time (which is displayed on the bidder' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized person 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 field 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 tender opening by the authorized bid openers.
- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bids (i.e. after clicking "Freeze bid submission" in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and 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.
- 2. Any quires 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 number 0120-4200462, 40010

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### TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date-----

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No: ------

Name of Tender / Work: -

Dear Sir,

To,

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

as per your advertisement, given in the above mentioned website(s).

- I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ---- To ---- (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I /we shall abide hereby by the terms conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.
- 4. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 5. I/ We certify that all information furnished by the our Firm is true & correct 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.

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Yours Faithfully,

(Signature of the Bidder, with Official Seal)