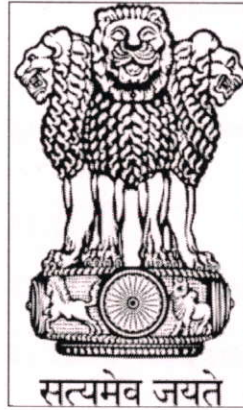


REQUEST FOR PROPOSAL

FOR PROVIDING OF MAN POWER, FOR ENGAGING CASUAL BELDAR AND SWEEPER UNDER
MAINTENANCE OF CIRCLE OFFICE AT JODHPUR DISTT. JODHPUR
ARCHAEOLOGICAL SURVEY OF INDIA
UNDER JODHPUR CIRCLE, JODHPUR (RAJASTHAN)

REFERENCE NO. :- Tender No-61



GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Section-1

Table — A: Time and Work Frame

**FOR PROVIDING OF MAN POWER, FOR ENGAGING CASUAL BELDAR AND SWEEPER UNDER
MAINTENANCE OF CIRCLE OFFICE AT JODHPUR DISTT. JODHPUR
ARCHAEOLOGICAL SURVEY OF INDIA
UNDER JODHPUR CIRCLE, JODHPUR (RAJASTHAN)**

Manual bids shall not be accepted.

CRITICAL DATE SHEET

1.	Date of Issue of Tender	05.11.18
2.	Bid Document Download / Sale Start Date	05.11.18
3.	Date of Pre Bid Conference-For clarifying issues and doubts, if any, about specification of tender and services projected in Bid document.	
4.	Due (start) date for submission of filled-in tender document.	05.11.18
5.	Bid Submission End Date	13.11.18 3.00 PM
6.	Date of opening of Technical bid	14.11.18 3.00 PM
7.	Date of meeting with Bidders post Technical Bid opening for presentation and Document Verification	14.11.18 3.30 PM
8.	Date of opening of Financial bid	15.11.18 4.00 PM
9.	Validity of Bid	90 days from the date of opening.


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Dear Sir,

1. 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 of Manpower for the work of ENGAGING CASUAL BELDAR AND SWEEPER UNDER MAINTENANCE OF CIRCLE OFFICE AT JODHPUR, Archaeological Survey Of India, under Jodhpur Circle, Jodhpur.
2. The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.

Document Download: Tender documents may be downloaded from CPPP website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.

Technical Bid should, inter alia, contain all technical details of services and solutions to be provided along with such documentary proofs.

Financial Bid should, inter alia, indicate item wise price and other commercial / financial terms against the items mentioned in the Technical Bid.

3. Bid Submission:

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

Bids shall be submitted online only at 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.

4. 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, and Jodhpur Circle, Jodhpur on or before Bid opening date/ time as mentioned in critical date sheet. Tendered shall likely to be liable for legal action for non-submission of original payment instrument like D.D. etc. against the submitted Bid.

The offer without E.M.D. will be rejected summarily. E.M.D. is to be supplied by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture.



Superintending Archaeologist
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Jodhpur Circle, Jodhpur

5. **The E.M.D. be submitted separately as *under*:** The 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.
6. **Estimated Cost Of. Tender:** Rs. 208580/-

Address for communication, are as given below:-

Contact Person	Superintending Archaeologist
Address for communication	O/o The Superintending Archaeologist, Archaeological Survey of India, Arid Forest Research Institute Campus, New Pail Road, Jodhpur- 342005. Ph. No. - 0291-2722090-91. Email Id- circlejdh.asi@gmail.com circlejodhpur.asi@gov.in


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur



**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


1. Online E-tenders are here by invited by the S.A, A.S.I., Jodhpur Circle, 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 G.S.T. registered Manpower companies/Firms/Agencies who satisfy the eligibility criteria for supply of main power for the work ENGAGING CASUAL BELDAR AND SWEEPER UNDER MAINTENANCE OF CIRCLE OFFICE AT JODHPUR ASI up to Six month form date of award contract, which is extendable for a period 3 Months.
2. Complete Tender Document can be Downloaded from the website of this Department i.e. www.asi.nic.in & <https://eprocuregov.in> C.P.P. Portal.
3. 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. (The D.D. of E.M.D. & other requisite Tender documents complete in all respects).
4. Interested companies/Firm/Agencies may submit the Earnest Money Deposit (E.M.D.) Rs 4172/- only in favour of S.A., A.S.I., Jodhpur Circle, Jodhpur on or before dated 13.11.18 to the O/O the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur .
5. No E-Tender shall be entertained after deadline under any circumstance what so ever. The technical Bid of tenders will be opened on 14.11.18 at 15.00 in the presence of authorized representative of Bidders as may wish to be personally present.

This A.S.I. reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Documents 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 shall be final and binding on all parties in all circumstances.

Yours Faithfully

(Dr. V.S. Badiger)
Superintending Archaeologist

Copy to:- Website of this department i.e. www.asi.nic.in & <https://eprocuregov.in>


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur



प्रलकीर्तिमपावृणु

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: circlejodhpur.asi@gov.in

ई-निविदा सूचना


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

क्र. सं.	कार्य का नाम	कार्य की अनुमानित लागत	धरोहर राशि	निविदा प्रपत्र का मूल्य	समय सीमा
61	जोधपुर मंडल कार्यालय के अन्तर्गत केजवल लेबर एवं स्वीपर की आपुति कराने के संबंध में।	208580 / -	4172 / -	1000 / -	20.11.18 से 31.3.19

निविदा प्रपत्र के लिए शर्त :-

1. ठेकेदार किसी सरकारी संस्था अथवा श्रम मन्त्रालय से संबद्ध 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 एवं PAN होना अनिवार्य है।
2. निविदा एवं आवश्यक सूचना भा.पु.स. की बेवसाइट www.asi.nic.intender and Central Public Procurement Portal पर उपलब्ध है।
3. Last date for submission of online Bid on <http://eprocure.gov.in/eprocure/app> is date. 13.11.18 upto 3.00 P.M. and submission of Original EMD & Tender cost in the office of S.A., ASI, Jodhpur is Date 13.11.18 upto 3.00 PM.
4. Date and time of Opening of Technical bid 14.11.18 at 3.00 P.M.
5. Date of meeting with Bidders post Technical Bid opening for Document verification 14.11.18 3.30 PM
6. जो पुरातत्व के नियमानुसार कार्य करने का उच्चश्रेणी का अनुभव रखते हो। आपूर्ति आदेश जारी करने के एक सप्ताह के अन्दर शुरू एवं पूर्ण अनुकूल परिस्थितियों में दिये गये समय में अन्दर स्थल प्रभारी की आवश्यकतानुसार पूर्ण करनी होगी।
7. निविदाकर निविदा प्रस्तुत करने से पूर्व कार्य स्थल का रूप एक प्रकृति कार्यस्थल तक पहुँचने के साधन आदि का निरीक्षण कर लें। इस हेतु कोई अलिखित प्रभार मान्य नहीं होगा।

अधीक्षण पुरातत्वविद्


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

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

Tender Document

For Providing Manpower to work as Casual Labour and sweeper for maintenance of Circle Office at Jodhpur for a period of Five Months, from date of award of contract, which is extendable for a period of 5 months.

S. No	Name of the Monuments/sites	Category of Labour required	Number of Required	Estimated Cost(Rs.)	Tender value (in Rs.)	Nature of Job
60	A.S.I., Jodhpur Circle Office	Casual Labour Unskilled	339 Nos	615.28	208580	Civil work
				Total	208580	

Note:-

1. The number of Causal labours to be engaged is subject to increase or decrease as per the requirement of the Department.
2. The workers having experience in working at heritage/ancient sites/ monuments should be given preference.


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

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 to work as Causal Labour for the work of Maintenance of Circle Office at Jodhpur .
2. The contract will be for a period of 5 Months from the date of award of contract. The period of contract may further be extended for a period 3 Month depending upon satisfactory work.
3. The ASI has requirement for providing services of laborers as per details given in (Tender Documents) who are well conversant with above said works.
4. The workers will be engaged for the following types of job-

Unskilled Labour: full time casual labour for the attending the officers and filling of water colour and cleaning and sweeping the circle office guestroom and cleaning the toilet etc.

Restoration/Reset the heavy ashlar stone block, pointing work etc. Neatly dressing the stone flooring slabs, cutting the sides, laying stone flooring slabs, sharpening of chisel etc.

5. Bio-Data of causal labour shall be submitted before commencement of services. Service provider shall ensure that no police/ Criminal case is there against causal labour. The service provider shall be fully responsible for their integrity.
6. The tenders have been invited under two bid system i.e. Technical and Financial Bid. The interested agencies are required to submit two separate super scribing "Technical Bids for providing Causal Labours for the work of Maintenance of Circle Office at Jodhpur.
7. The interested Companies/ Firm/ Agencies may deposit / submit the Earnest Money Deposit E.M.D. for Rs. 4172/- only in the form of DD in favor of Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle Jodhpur.
8. The Earnest Money Deposit (E.M.D.) of Rs. 4172/- 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- Maintenance of Circle office at Jodhpur which the tender shall be rejected summarily.
9. 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 (F.D.R.) made in the name of the Company/ Firm/ Agency but hypothecated to the Superintending

Archaeologist, Archaeological Survey of India, and Jodhpur Circle, Jodhpur covering the initial period . The FDR will have to be accordingly renewed by the successful tenderer.

10. 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 three financial years.
 - (d) Copies of the EPF and ESI Registration certificate.
 - (e) Copies of the Service Tax registration certificate.
 - (f) Copy of registration with labour Department.
 - (g) Proof of annual turnover of the firm for the last 3 years ending on 31/03/2017
 - (h) Declaration regarding black listing as per format attached.
11. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
12. 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.
13. Payment shall be made by Service provider to Casual Labours by 7th of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
14. Payment shall be made to the Contractor on monthly basis based on (I) Completion Certificate
 - (ii) Attendance Record of Casual Laborer Certified by the concerned officer Incharge.
15. No placement charges shall be collected by the firm the prospective candidates.
16. In case any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.
17. The Technical Bid of tenders shall be opened at 14.11.18 at 3.00 PM 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.
18. The Superintending Archaeologist, Archaeological Survey of India. Jodhpur Circle Jodhpur reserves the right to cancel any or all the bids without assigning any reason.


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

REQUIREMENT FOR TECHNICAL ELIGIBILITY


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

Sl. No	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. OF BID
1	The Manpower Company / Firm / Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
2	1. The Company/ Firm/ Agency should have at least Three years experience in providing manpower to reputed Private Companies/ Public Sector Companies/ Banks and Government Department on the last date of submission of bid. 2. Out of above three years experience, at least one year experience is essential in Central Ministries/ Government offices/ Government organizations on the last date of submission of bid.	1. Copy of work order 2. Copy of work order		
3	The Company/ Firm/ Agency should be registered with Service Tax Department.	Copy of Registration Certificate/ No.		
4	The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration / Certificate No.		
5	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration Certificate/ No.		
6	PAN card	Copy of PAN		
7	The Company/Firm/ Agency should have completed 3 orders of manpower supply during last three years and out of which at least one work order for providing minimum 30 No. casual labour i.e. in Government offices (central/state) Government organizations.	Copy of work order and completion certificate		
8	The Annual Turn Over of the company should not be less than Rupees 50 lakhs in last 3 years i.e. 2014-15,2015- 16 and 2016-17 financial years.	Certificate from Statutory Auditor		
9	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)

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

1. He/ She should be (not less than) completed 18 years of age. and not over than forges.
2. He/ She should be well conversant with the conservation works.
3. 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.


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

ANNEXURE

APPLICATION FOR TECHNICAL BID OF TENDER

PART – A

Subject:- for providing man power for the work S/R to construction of masonry pedestal for loose architectural fragments and fixing m.s. railing on water fall area at Menal, Distt. Chittaurgarh sub Circle, Chittaurgarh.

Note:-

1. Self attested copy of all relevant documents along with D.D. for E.M.D. are to be submitted along with technical bid, if not found at the time of opening of tender the same will be rejected out rightly.
2. Company /Firm/ Agency should fulfil the following eligibility /requirement and furnish self attested documents with technical bid.

1. Name of Tendering company/ firm/ Agency (Attach certificate of registration details for man power supply) :

2. Name of Proprietor/ Director of Company/ firm/ Agency :

3. Full Address of Regd. Office

Telephone No.

Fax No:

E-Mail Address

4. Full Address of operating Branch

Telephone No.

Fax No:

E-Mail Address

5. (a) Banker of Company/ firm/ Agency.....
(Full Address)

(Attach Certified Copy of statement of A/C for the last three years)

(b) Telephone Number of Banker

6. Registration No. & detail with labour Deptt. (Under labour act) -
Attached copy of Reg.

7. Profile of the Agency/bidder

PAN/GIR No. (Attach attested copy)

8. Service Tax Registration No/GST registration No.

If any (Attach attested copy)

9. E.P.F. Registration Number and authorities With whom registered if any (Attach attested copy)
10. E.S.I. Registration Number, If any (Attach attested copy)
11. Annual Financial turnover of the tendering Company/ Firm/ Agency for the last preceding three Financial Years with documentary proof thereof. (Attach separate sheet if space provided is insufficient) should not less than 50 lakhs per year (Income tax return for the following years----)

Financial Years	Annual Turn over Amount (Rs. Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency (for experience) during the at least last three 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 Deptt. /organization (certificate to be attached)

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

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


Date:

Signature of authorized person

Place:

Name:

Seal:


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

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 Three (3) Years as on date of opening of this Tender.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/we 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.


Signature of authorized person(s)

Date:.....

Full Name:

Place:.....

Seal:.....


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Application for Financial Bid

For providing Manpower (supply of casual labourers)

1. Name of tendering Company/Firm/Agency:
2. Details of Earnest Money Deposit:D.D/P.O. No.----- & Date:-----
Drawn on Bank: -----
3. For the purpose of compression of rates in the financial bid ,The Rates are to be quoted in accordance with the Minimum Wages Act, 1948 notified by the chief labour commissioner of Govt of India ,Ministry of labour as applicable on the date of issue of this tender in the area in Rajasthan for (casual labour) Man Power as Copy of notification vide F. No. 1/12(3)/2017-LS-II of dated 6-10-17 enclosed.
4. The rates which is not minimum wages shall be paid ,in accordance of Minimum Wages Act, 1948 as Notified by the (above) as applicable on the date of issue of this tender in the----- area in Rajasthan for (casual labour) Man Power will not be accepted and financial bid shall not be considered.
5. Price to be quoted both in figures & words, in case of discrepancy in the two prices Quoted in words will be taken as valid.
6. The agency will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
7. Further, however actual amount payable to the bidder shall not be less than central minimum wages as per rules applicable in the respective state/city as per ministry of labour & Employment Where the central minimum wages for C category are lower than the rates notified under state Govt. minimum wages. The higher rates shall be protected & treated as minimum rate of wages For the purpose of evaluation of minimum wages for C category as notified by the Chief labour commissioner Govt of India based on which rates; the financial bid is to be quoted.
8. Break up of rate:-

S. No.	Component of Rate	Amount in Rs. per person/per day. (In Rs.)
		Casual Labour 2 + 1=3 quantity unskilled labour
i.	Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wage Act, 1948)for Man Power (casual labour)	462.00
ii.	Employees Provident Fund@13.16 % of (i) above (if applicable)	
iii.	Employees State Insurance@4.75 % of (i) above (if applicable)	



iv.	Labour cess @ 1%(i) above (if applicable)	
v	Contractors Service Charge% of (i) above	
vi	Total of(i+ii+iii+iv+v)above	
vii	G.S. T@12 % of vi above or as applicable	
viii	Total of(vi+vii) above	
ix	Total rate per person per day	

Note:-

- (i) The bidder should note that all kind of charges /profit required by them for providing man power is to be included in the service charges and that other hidden charges are to be claimed/recovered on any other account.
- (ii) The Agency will ensure that it is complying with all statutory liabilities relating to taxes, payment to minimum wages and other statutory liabilities.

Date:

Signature of authorized person

Seal:

Full Name & Place:



Superintending Archaeologist
 Archaeological Survey of India
 Jodhpur Circle, Jodhpur

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 7 (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 3 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:

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.
2. The payment shall be made an on monthly basis based on attendances duly certified by concerned local Sub circle In charge.


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Terms And Condition For Contract

1 General Instruction:-

- 1.1 In the event of the specified dates(s) on all matters of the tender is (are) government holiday(s) and or declared a holiday(s). Actions on matters of the tender in question will be taken on the next working day(s) correspondingly.
- 1.2 The "Tenderer and/or Party and or Maintenance Contractor or service providers as used in The Tender documents shall mean the one who has signed the Tender form and format for Pre-qualification bid submitted in response to our Tender Notice.
- 1.3 Incomplete or Conditional bids shall not be considered and will be out rightly rejected in the first instance.
- 1.4 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.
- 1.5 The Contractor shall not be permitted to tender for works in the Archaeological Survey of India, Circle/Branch Office (Responsible for award and execution of contracts) in which his near relative is posted as an officer in any capacity.
- 1.6 No tender will be entertained after the given date & time under any circumstances.
- 1.7 The engagement of services is purely on contract basis. The manpower deployed by the contractor / agency/ firm shall be employees of the Agency for all intents and purposes.
- 1.8 Tenders which do not fulfill any the above conditions or incomplete in any respect are liable for summarily rejection.
- 1.9 Any tenderer giving tender in different names will be disqualified and his tender will be rejected.
- 1.10 False information/ documents provided for consideration would result in disqualification of the bidder if noticed.
- 1.11 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.
- 1.12 In case any of the above provision is violated the company shall be liable to be blacklisted from the Government of India.
- 1.13 No accommodation/transportation to reach site will be provided by ASI.
- 1.14 Error/omission if any should be rectified, No claim on account of any error /omission detected in the tender documents shall be entertained
- 1.15 The Bidding Company should be registered under the companies Act 1956
- 1.16 Signed & stamped on each page of the tender document
- 1.17 Contract will be initially valid for a period of 6 Months from the date of award of contract
- 1.18 It is the sole discretion of the competent Authority to extend, modified/Revised terms and conditions mutually agreed upon for a further period of 3 months on satisfactory performance.
- 1.19 The contract may be extended, on the same terms and conditions for a further period of 3 month on satisfactory performance.
- 1.20 The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of ASI. The circumstances for change will be submitted in writing to ASI for approval in the first.
- 1.21 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.

2 Performance of Bid:-

- 2.1 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, the tender shall be summarily rejected. However, corrections, if any, in the technical Bid applicant must be initialed by the person authorized to sign the tender Bids.
- 2.2 In case contractor's signature on tender is fixed in an India Language the rate/ amount/Percentage above or below should also be written in the same language. In the case of illiterate contractors the rates/ percentages should be attested by a witness.
- 2.3 Rates of Administrative/Service charges should be quoted in percentage (%) only. Otherwise financial bids will not be accepted.
- 2.4 The Tender Forms submitted by the tenderer shall contain all requisite information along with supporting documents. Proposal shall be treated as Non responsive and will be liable to be summarily rejected if the interested Bidder do not submit all supporting & requisite document or do not furnish relevant details as per the prescribed format /requirement.
- 2.5 Language: - Bids & all documents shall be in Hindi or English.

3 Earnest Money Deposit:-

- 3.1 Tender received without valid tender fee & Earnest Money Deposit of requisite amount will not be accepted and is liable to be rejected summarily.
- 3.2 Valid E.M.D. of requisite amount should be deposit.
- 3.3 The bid security may be forfeited:-
 - (i) If the successful Bidder withdraw his Bid.
 - (ii) Fail to sign the contract in accordance with the terms & condition of the tender documents.
 - (iii) Fail or refuse to honor his own quoted price for the service of part thereof.

4 Minimum Eligibility Criteria for selection of Bidders Technically:-

- 4.1 The contractor should be registered with EPF and ESI, GOI in light of welfare of Labour engaged by him.
- 4.2 The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents along with the technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not considered any further:-
 - (a) Registration Certificate.
 - (b) Copy of PAN/GIR card.
 - (c) Copy of IT return filed for the last three financial years.
 - (d) Copies of the EPF and ESI Registration Certificates.
 - (e) Copies of the Service Tax Registration Certificates.
 - (f) Copy of registration with Labour Department.

(g) Proof of annual turnover of the firm for the last 3 years ending on 31-03-2017.

4.3 Declaration regarding black listing as per format attached.

4.4 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 following shall be minimum eligibility criteria for selection of Bidders technically; copy of the relevant documents shall be submitted.

i) The company /Firm should be registered in labour Deptt. Under the company Act 1956.& has to furnish the valid labour license.

ii) The Bidder should be registered with Income tax Deptt. , Labour Deptt., under labour law, EPF organization, ESI Corporation.

iii) The Bidder should also have clearance from Income tax Deptt.

iv) The Bidder should have experience in the similar field of providing manpower service for the last -----Consecutive years in the Govt. Deptt. Or Public sector or reputed Organizations.

4.5 The Bidder should have a turnover of minimum Rs. 50 Lakhs Annual in the last three years. Attested copy of Audit balance sheet for the last three financial may be enclosed. A certificate from Auditor regarding turnover in the last three years may also be enclosed.

5 Terms & Condition:-

5.1 It will not be binding to accept the tender in totally, It can be accepted in parts

5.2 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.

5.3 The discretion of acceptance of a tender, will rest with the. A.S.I. /Deptt who does not bound himself to accept the lowest tender and reserve to himself the authority to reject any or all of the tenders received. Without the assigning any reason any tender, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect is liable to be rejected.

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

5.5 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.

6 Eligibility or Validity of Contract:-

6.1 Tenderer who intends to participate in the tender should have experience of handling upto 30 persons staff at a site.

6.2 The prospective tenderer should have experience to have provided services in an organization like Govt Sector or Recognized public sector.

- 6.3 The applicant should have experience supply the Manpower in the office of repute, a proof of which should be provided by the applicant.
- 6.4 Casual workers having experience in working at heritage/Ancient sites/Monuments should be given preference.
- 6.5 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who is duly authorized on behalf of the firm to enter into contract. Otherwise the tender is liable to be rejected. The Bidder shall upload the copy of the authorization letter power of attorney as the proof of authorization for signing on behalf of Bidder.
- 6.6 The Man Power supplied under this Contract shall possess the qualification as mentioned in the tender.

7 Scope of Work:----

- 7.1 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.
- 7.2 The requirements of manpower is tentative and may increase or decrease as per requirement at the sole discretion of the S.A., . A.S.I.
- 7.3 The contract is alive, subject to availability of funds. If funds are exhausted the tender can be terminated after serving one month notice.
- 7.4 The normal working hrs will be from 8 Am. to 5 pm. With one hrs lunch break.
- 7.5 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.


8 Payment:-

- 8.1 Jodhpur Circle will pay for these personnel according to the Minimum Wages shall be paid in accordance for Casual Labors (Unskilled) as notified by Chief Labour Commissioner Govt. of India vide notification No. F. No. 1/13(3)/2017-1 LS-II dated 06/10/2017 for Central Govt. Department in Rajasthan.
- 8.2 All the personnel (laborer) for---Casual labour deployed in this Department will be paid their wages on monthly basis by the Company/ Firm/ Agency through individual bank accounts and documentary evidence will be submitted to ASI before the end of each month. ASI shall verify the actual payment of statutory payments periodically and if not satisfied shall with hold the payments due to the service provider, besides other legal actions.
- 8.3 Whenever minimum wage is revised by the Government of India Ministry of labour& Employment office, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the Contractors Service Charge unchanged.
- 8.4 The service provider will submit the bill in triplicate in the 1st week of following month for payment. The bills should be for reimbursement of the actual amount to the service rendered by the contractor. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the Manpower.
- 8.5 Tender rates will be valid for the current financial year. I.e. 2017-18 (upto 31" March 2018) .Along with enhancement of rate & wages from time to time for central Govt. Deptt. As per rectification of chief labour commissioner of India.
- 8.6 Payment will be made to the contractor by furnishing the bill after obtaining a certification from the concerned site-in-charge.
- 8.7 The contractor/agency should mark daily attendance & verified by the site-in-charge daily.
- 8.8 Payment shall be made to the Contractor on monthly basis based on
(a) Performance Certificate

- (b) Attendance Record of Casual labour.
- 8.9 The Contractor/Agency/Firm will get verified day-to-day attendance from the concerned authorities of Jodhpur circle, Jodhpur to whom the staff is attached.
- 8.10 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.
- 8.11 labour cess @ 1% of bill amount or as applicable shall be deducted from the bill.

9 Contractor's Liability :- LIABILITIES. & CONTROL ETC. OF THE PERSONS DEPLOYED.

- 9.1 The Contractor/ Agency / Firm shall not sublet the work to other Contractor / Agency/ Firm after the award of the work.
- 9.2 The contractors/firm shall not sublet any portion of contract without the written permission of ASI. Failing which the undersigned shall serve a notice, rescinding the contract, where upon the Earnest Money and Security Money shall be forfeited.
- 9.3 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.
- 9.4 The contractor/firm should ensure that the monthly based salary/wages are paid by service provider to the worker latest by 7th of every month by ECS only. Without waiting for the bill & the past month to be clear.
- 9.5 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 be made to the Contractor and their service are liable to be terminated.
- 9.6 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.
- 9.7 The company/firm who will awarded the contract, shall have to provided the proof of deposit of all the mandatory charge being paid by the Department, failing which their services would be terminated with immediate effect and their security deposit would be forfeited and they will be black listed.
- 9.8 Salary slip with all the relevant columns has to be provided to all the workers every month and photo copies of such salary slips will be submitted to the Jodhpur Circle, Jodhpur.
- 9.9 The contractor/Agency/Firm shall submit the list of person engaged for the work in the Jodhpur Circle, Jodhpur along with the authentic documents of each of the persons.
- 9.10 The contracting Company/ Firm/ Agency Shall furnish the following documents in respect of the individual casual labour that will be deployed by it in this Department before the commencement of work.
- (a) List of persons deployed: Bio-data of the persons.
- (b) Attested copy of matriculation certificate containing date of birth; (He should have completed 18 years age)
- (c) Character certificate from two Group "A"/Class-I officers of the Central/State Government;


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(d) Certificate of verification of antecedents of persons by local police authority. Identity Cards bearing photograph.

- 9.11 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.
- 9.12 The contractor should ensure that the engaged labor should neither be below 18 years. And nor above 60 years. (Particulars of laborer) should be submitted along with proof of identity.
- 9.13 The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of casual labour.
- 9.14 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.
- 9.15 The labours should obey the instruction of site in charge. In case of misbehavior or non-performance poor quality of work by any labour engaged in the work, wages for the said day will not be paid and his engagement will be discontinued.
- 9.16 The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this department.
- 9.17 Any person deployed by the Agency if found misbehaving or guilty of misconduct on his part will be removed forth with from the job by Agency. The Agency shall be held responsible for any losses on this account.
- 9.18 In case of any mishaps/accidents occurred during the discharges of duties by the labours the compensation liability will solely rest with the contractor and no compensation will be paid by the department.
- 9.19 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.
- 9.20 In case the persons employed by the successful Company/ Firm/ Agency commits any act omission/ Commission which amounts to misconduct/indiscipline/ incompetence, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, if required by the Department.
- 9.21 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.
- 9.22 Vender shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If the person deployed by the manpower Agency shall have to mandatorily log-in his/her attendance on Aadhar-Enabled Biometric Attendance System (AEBAS) for which prior Aadhar enrolment is a mandatory condition. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, one-day wage shall be deducted.
- 9.23 Vendor shall be required to maintain daily attendance/leave report in the format as prescribed by ASI. If a deployed resource is on leave then the vendor shall provide a suitable substitute.

- 9.24 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.
- 9.25 That the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor.
- 9.26 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.
- 9.27 That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The employees Provident Fund (And Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948 Employer Liability Act, 1923, -----and Establishment Act and/or any other Rules/Regulation and/or statues that may be applicable to them and shall further keep the Jodhpur Circle, Jodhpur indemnified from all acts of omission, fault breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision, contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the Jodhpur Circle, Jodhpur shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
- 9.28 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.
- 9.29 The Service-providing Agency shall be solely responsible for the redresses of grievances/ resolution of disputes relating to person deployed. The A.S.I. shall in no way be responsible for settlement of such issued whatsoever.
- 9.30 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.
- 9.31 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.

10 Termination Clause:-

- 10.1 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.

- 10.2 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.
- 10.3 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.
- 10.4 Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.

11 Financial Bid Evaluation & selection of successful Bidder:-

- 11.1 Technical bids will be opened first. That Bidder who qualifies in the technical bids only their financial bids will be opened.
- 11.2 The bid of eligible applicants will be opened and evaluated as per standard procedure.
- 11.3 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.
- 11.4 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.

12 Technical Bid Evaluation:-

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

13 Labour Law compliance:-

- 13.1 The contractor should ensure that his workmen are granted Holidays/Leave with wages as per Act/Rules applicable to the Firm/Agency/Contractor.
- 13.2 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 labour 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.
- 13.3 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.

- 14 **Resolution of Disputes:** 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.

- 15 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

- 16.1** 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.
- 16.2** 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.
- 16.3** 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.

FORCE MAJEURE

- 17** 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 such event for a period exceeding 30 day's either party may at its option terminate the contract".


ARBITRATION

- 18.** 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

19. 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: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- 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


- 1) 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.

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



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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 there in 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


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date-----

Sub:- Acceptance of Terms & Conditions of Tender.

Tender Reference No:-----

Name of Tender / Work: -

Dear Sir,

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

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

2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ---- to ---- (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I /we shall abide hereby by the terms conditions / clauses contained therein.


3. The corrigendum(s) issued from time to time by your department/ 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur