

REQUEST FOR PROPOSAL




प्रत्नकीर्तिमपावृणु

**Government of India
Ministry of Culture
Archaeological Survey of India
Jodhpur Circle**

REFERENCE NO-07/08/JDH/SUR/TENDER-2022

Tender No. 32/2022-23

**Preparation of Photogrammetric Survey Plan of
the Centrally Protected Monuments/Sites
Covering Protected, Prohibited and Regulated areas**



Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Section-1
Table — A: Time and Work Frame
Preparation of Photogrammetric Survey Plan of
the Centrally Protected Monuments / Sites
Covering Protected, Prohibited and Regulated areas

Manual bids shall not be accepted.

CRITICAL DATE SHEET

1.	Publishing Date	28.11.2022	18:00 Hrs.
2.	Document Download/Sale Start Date	28.11.2022	18:00 Hrs.
3.	Seek Clarification Start Date	28.11.2022	18:00 Hrs.
4.	Seek Clarification End Date	20.12.2022	12:00 Hrs.
5.	Pre Bid Meeting Date	19.12.2022	15:00 Hrs.
6.	Bid Submission Start Date	28.11.2022	18:00 Hrs.
7.	Bid Submission Closing Date	21.12.2022	12:00 Hrs.
8.	Bid Opening Date	22.12.2022	12:30 Hrs.
9.	Bid Validity Date	120 Days	-


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

The Archaeological Survey of India invites Online Bids in the prescribed form under the Two Bid system (a) Technical Bid and (b) Financial Bid "**Preparation of Photogrammetric Survey Plan of the Centrally protected Monuments/Sites Covering Protected, Prohibited and Regulated areas**".

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

Document Download: Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> 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.

2. **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 should be scanned with 300 dpi or above with black and white option.

3. **The Tender Fee/EMD be submitted separately as under:**

(a). The Hard Copy of original instruments in respect of cost of Tender Fee/Earnest Money in the form of Demand Draft must be delivered to the **O/o the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, I and II Floor, Telephone Exchange Building, Kamla Nehru Nagar, Extension-III, Jodhpur 342003** on or before the bid closing date/time as mentioned in critical date sheet. Tender shall likely to be liable for legal action for non-submission of original payment instrument like DD against the submitted Bid. The offer without Tender Fee/EMD will be rejected summarily. Tender Fee/EMD is to be supplied by all the bidders except those who are registered with MSME/Central Purchase Organization/National Small Industries Corporation (NSIC) or as per applicable. Relevant document proof in this regard are also to be uploaded on the portal while submitting the bid is mandatory. The Tender Fee/earnest money should be in the form of Demand Draft in favour of "**Superintending Archaeologist, ASI, Jodhpur Circle**".

(b). The interested Companies/Firms/Agencies are required to submit two separate sealed envelopes super scribing, "Tender Fee" & "EMD". Both sealed envelopes should be kept in a third envelope super scribing "**Preparation of Photogrammetric Survey Plan of the Centrally protected Monuments/Sites Covering Protected, Prohibited and Regulated areas**".

(c). The interested Companies/Firms/Agencies may deposit/submit the tender fee and earnest money deposit in the form of Demand Draft in the favor of S.A, ASI, Jodhpur Circle and the same may be delivered through any of the delivery mode (Speed Post/Courier etc) or drop it in the tender box kept at office of the S.A, ASI, Jodhpur Circle.


(d). Tender Fee: - Rs. 500 /-

(e). EMD: - Rs. 59,000/-

(f). Estimated Cost Of. Tender: -Rs. 23,57,050/- (including GST).

4. Contact Details:-


Contact Person	Superintending Archaeologist
Address for Communication	Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, I and II Floor, Telephone Exchange Building, Kamla Nehru Nagar, Extension-III, Jodhpur 342003


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

TENDER NOTICE

1. On behalf of the President of India, e-tender is invited under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced in Photogrammetric Survey work and financially sound Contractors/ Companies/ Firms/ Agencies for the work "Preparation of Photogrammetric Survey Plan of the Centrally protected Monuments/Sites Covering Protected, Prohibited and Regulated areas".
2. Complete e-tender Document can be downloaded and the bid shall be submitted only online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. Interested Companies/Firms/Agencies may submit/deposit the tender fee Rs. 500/- (Rupees Five Hundred only) and Earnest Money Rs. 59,000 /- (Rupees Fifty Nine Thousand only) in the form of demand draft on or before bid closing date/ time as mentioned in critical date sheet (i.e. dated 21.12.2022 up to 12:00 Hrs.) to the tender box in O/o Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, I and II Floor, Telephone Exchange Building, Kamla Nehru Nagar, Extension-III, Jodhpur 342003 or through any of the delivery mode (Speed Post/Courier etc.)
4. No e-tender shall be entertained after this deadline under any circumstances what so ever. The technical bid of tender will be opened on dated 22.12.2022 at 12:30 Hrs. in the presence of authorized representative of bidders as may wish to be personally present.
5. The Competent Authority i.e. Superintending Archaeologist, ASI, Jodhpur Circle reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority, ASI, Jodhpur circle in this regard shall be final and binding on all parties in all circumstances.

Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle
For and on behalf of the President of India


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Instructions to the bidder
Chapter 1: Background and Scope

Archaeological Survey of India (ASI) is intended to prepare Photogrammetric Survey maps of all centrally protected monuments and sites including the **Protected area and covering Prohibited and Regulated areas** around the centrally protected monuments in phased manner under the jurisdiction various Circle of the ASI.


1. **Name of Work:** - "Preparation of Photogrammetric Survey Plan of the Centrally protected Monuments/Sites Covering Protected, Prohibited and Regulated areas".
2. **Estimated Cost of Work:** - 23,57,050 /- (Rupees Twenty three lakhs fifty seven thousand fifty only).
3. **Earnest Money:** - 59,000/- (Rupees Fifty Nine Thousand only)
4. **Tender Fee:** - 500/- (Rupees Five Hundred only).
5. **Date of opening of Technical Bid:** - 22.12.2022 at 12:30 Hrs.
6. **Place work of Work:** - As the details given below
7. **Work Completion Time:** - 60 Days from award of contract.

List of the monuments / sites for which Survey Maps are to be prepared are given as under-

Sl. No	Name of Monument	Location/ District	Approx. area in Acres (Including Protected, Prohibited and Regulated area of the Monument)	Remarks
1	Shiv Temple and Ruins*	Arthuna, Banswara	350	Sl. No. 1* has 12 different temple complex and these are situated at considerable distance from each other.
2	Ancient Remains	Vithal Deva, Banswara	81	
3	Jaina Temple Inscription	Baroda, Dungarpur	71	
4	Somnath Temple	Dev Somnath, Dungarpur	102	
5	Ghateshwar Temple**	Badoli, Chittaurgarh	195	
6	Kund**			


7	Shringar Chawri**		
8	Temple of Ashtamata**		
9	Temple of Ganesh**		
10	Temple of Sheshashayan**		
11	Temple of Shiv and Kund**		
12	Temple of Trimurti**		
13	Temple of Vamanavatar known as Narad Temple**		
Total		Approx. 799 Acre	

1. The SA, ASI, Jodhpur Circle requires quotation from reputed well established and financially sound Contractors/ Companies/ Firms/ Agencies for the work "Preparation of Photogrammetric Survey Plan of the Centrally protected Monuments/ Sites Covering Protected, Prohibited and Regulated areas".
2. The Contract will be for a period of 60 days from the date of award of contract.
3. The interested Contractors/ Companies/ Firms/ Agencies may deposit/ submit the tender documents complete in all respects along with the Earnest Money Deposit (EMD) in the form of Demand Draft/ Pay order drawn in the favour of Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle and drop it in the tender box kept at office of SA, ASI, Jodhpur Circle, Jodhpur through any of the delivery mode (Speed Post/ Courier etc.)
4. The refundable Earnest Money Deposit (EMD) should necessarily be kept in the sealed cover containing Technical Bid of the agency, failing which the tender shall be rejected summarily.
5. The successful bidder will have to deposit security deposit of 3% of the quoted amount in the form of Bank Guarantee or fixed deposit receipt (FDR) for a period one year validity made in the name of the Contractors/ Company/ Firm/ Agency/ Contractor but by hypothecated to the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur. The FDR will have to be accordingly renewed by the successful bidders and when required.
6. The bidder shall bear all costs associated with the preparation and submission of the bid. The employer in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.
7. The EMD amount of the unsuccessful bidder will be returned as promptly as possible after finalization of the bid. No interest will be payable on EMD/ Security Deposit.
8. Any clarification of bids, the employer at its discretion may ask the bidder. The clarification and response from bidder shall be in writing. The employer does not bind himself to


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accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender.

9. The Contractors/ Companies/ Firms/ Agencies are required to enclose all necessary documents required under technical requirement criteria along with Technical Bid, failing which their bids shall be summarily/ out-rightly rejected and will not be considered any further.
10. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial bid form. In such cases, where the bidder fails to comply this term and condition the tender shall be summarily rejected. However, correction, if any in the technical bid application must be initiated by the person authorized to sign the tender bid.
12. The Contractors/ Companies/ Firms/ Agencies shall at all stages of work deploy skilled/ semiskilled Surveyors who are qualified and experienced in the line of Photogrammetric Survey of Archaeological Sites/ Ancient Monuments. Bidders should provide necessary supporting documents as proof in respect of the eligibility criteria.
13. In case any of the above provisions are violated, the company shall be liable to be blacklisted from the Government of India.
14. The Technical bid of the tender shall be opened at the office of S.A, ASI, Jodhpur Circle, I and II Floor, Telephone Exchange Building, Kamla Nehru Nagar, Extension-III, Jodhpur 342003, in the presence of the authorized representatives of the Contractors/ Companies/ Firms/ Agencies, if any, who are present on the spot at that time.
15. No tender shall be entertained after the deadline under any circumstances what so ever.
16. The Contractor shall also be liable for depositing all taxes levies, cess etc. on amount of work rendered by him to the ASI to the concerned tax collection authorities from time as per extant rules and applicable regulation on the matter.
17. The rate quoted should including all taxes GST etc. ASI will not entertain any claim whatsoever in this regard.
18. The S.A, ASI, Jodhpur Circle 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 Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur in this regard shall be final and binding on all parties in all circumstances.
19. The discretion of acceptance of the tender will rest with the Circle/Branch Office/ Regional Director/ Director General, ASI, who does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or the entire tender received, without assigning any reason. Any tender, in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, will be liable to be rejected.
20. 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 contractors) in which his near relative is posted as an officer in any capacity.
21. The Bidders shall give a declaration that the bidders is compliant to Public Procurement (Preference to Make in India) order 2017 and subsequent amendments dated 16th September, 2020 as relevant and applicable.


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1.2. Scope of the Work:

- I. Undertaking field survey of monuments and sites, studying/understanding their protected, prohibited and regulated areas for the purpose of preparation of Photogrammetric Survey Plans.
- II. Mapping/ recording all structures as per the parameters stipulated under clause 1.3 on the Survey Plan.
- III. Fixing Benchmark at one or more locations as per the site requirement. (Detailed diagram of Bench Mark to be made is specified in Annexure-A)
- IV. Fixing reference survey points at one or more location.
- V. Delivering Survey Plan in Hard copy as well in soft copy.

1.3. Preparation of Survey Plans:


Following parameters shall be adhered to and incorporated in survey plan

- (i) Evaluation of colour management which shows the Protected monument (Blue), Prohibited Area (Yellow), Protected area (Red) and Regulated area (Green).
- (ii) Mapping of all structures in the protected area;
- (iii) Mapping of all structures in the area under control of the Archaeological Survey of India and acquired area and structures outside the protected area.
- (iv) Clearly indicating protected area and area acquired or transferred to Archaeological Survey of India.
- (v) Mapping of all structures in prohibited and regulated area on plan.
- (vi) Other features like tank, embankment, mud fortification, remnants of ancient structures, etc., be shown.
- (vii) Roads and pathways.
- (viii) Open area.
- (ix) Sewerage pipe lines, big open drains with more than one meter width, canals, etc.
- (x) Water supply lines, water works, etc.
- (xi) Height of the buildings from each side (East, West, North and South) of CPM like 3 to 5 mtrs, 9 to 12 mtrs, 18 to 25 mtrs and Highest buildings.
- (xii) All the files should be in Autocad Format/ Photogrammetric Format with Scale Bar along with row data of the severing.
- (xiii) Google image with minimum four longitude and latitude (four sides) of the monument.
- (xiv) Photograph general view and view from East, West, North and South side.
- (xv) Contouring, preferably at one meter interval. It can vary depending of landscape if, it is hilly terrain with cliffs then contour intervals can be increased. If the landscape is plain than it can be reduced to 0.5 meter,
- (xvi) Fixing of Bench Mark on ground at one or more locations.
- (xvii) Indicating, garden area.
- (xviii) Indicating trees.
- (xix) The Survey Plan shall be gridded suitably considering size of the area covered under survey plan.
- (x) Any other feature that is required to be incorporated under direction of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, as and when required.
- (xi) Additional 10/20 meter area beyond the exterior limit of regulated area shall be included in the survey plan for better understanding.

1.4. Conditions to be observed during survey:

- (i) Establishing precise and adequately timed Ground Control Points (GCP) using Total station with DGPS. OR the ROAV should be enabled with RTK kit for precise geographic location.
- (ii) Aerial Photography capture High Resolution ≤ 10 cm or less GSD Aerial Imagery should be captured for the entire region. The photography shall be collected utilizing a direct digital aerial mapping.
- (iii) The digital aerial camera system must be equipped with GPS and inertial measurement unit (IMU) systems. As ASI envisages completing the Project as soon as possible, the preference shall be given to Aerial Photography with modern sensors and thereby minimizing the Ground control without affecting quality of deliverables.
- (iv) Photography shall not be taken when the ground is obscured by snow, haze, fog, dust, or when cloud shadows shall appear on more than five percent (5%) of the area in any one photo.
- (v) The proposed approach to aerial photography acquisition should outline the respondent's intended flight plan including proposed date and time of photography, flight height, scale, flight lines, end lap and side lap, planned aerial equipment, materials, and relevant quality control procedures.
- (vi) Crab must not exceed five-degrees between any two consecutive flights, nor more than three degrees on anyone flight line. The aerial acquisition shall extend two exposures beyond the mapping limits to obtain full or the photo images and to reach pre-targeted ground control points, as necessary.
- (vii) Full Analytical Aerial Triangulation (FAAT) techniques shall be used in conjunction with ground control to establish a consistent horizontal datum for the entire project area. The bidder should satisfy himself regarding:
 - (a) Gaps in stereo coverage
 - (b) Differentially corrected GNSS/GPS and IMU data of exposure stations.
 - (c) Imaging of pre-pointed targets on aerial digital photographs.
 - (d) Differentially corrected GNSS/GPS data of pre-pointed controls.
 - (e) Image characteristics including ground sampling distance of aerial digital photography data.
- (viii) Geo referencing & Creation of Ortho Photo, DEM, Contours, for the entire project area should be created to support the generation ≤ 10 cm GSD ortho photos. The contour intervals of the area surveyed should be at least 0.5 m. Apart from the topographic, features captured during feature extraction in Stereo mode stage (streams, drainage, embankments, raised field bunds, roads, railways, water-bodies etc.),
- (ix) Break lines shall also be captured comprehensively wherever slope changes are visible in stereo model due to complicated terrains or man-made structures. Proper use of hard and soft break lines shall be made in DTM editing.
- (x) DTM points shall be captured automatically, semi-automatically or manually, as per the condition of the terrain and land use / land cover. It is required to produce digital colour orthophoto images for the entire Area of Interest in exactly ≤ 10 CM GSD native pixel resolutions.

- (xi) Orthophoto files must have no overlap and must be precisely edge matched and contrast and tone balanced so as to appear to be a continuous photographic image over the entire AOI. Upon completion of the aerial photography, and as soon as possible afterwards, the bidder shall provide with one or more sample digital image(s) in raw tiff format for overall image quality verification.
- (xii) The Images procured shall be Tonal balanced, mosaic ked and feature enhanced for achieving the best result for the vectorization. All ground positions determined shall be in the common reference system that is WGS84 Datum and UTM Projection. Final values shall be in meter and 2 places of decimal.
- (xiii) As far as possible Differential Global Positioning System (DGPS) instruments shall be used for collection of Ground Control Planning (GCP), and all DGPS equipment must be set-in to GCS –World Geodetic System 1984 (WGS84) Datum uniformly.
- (xiv) RAW and post-processed DGPS readings along with original source file for each location shall be submitted. As soon as the work is completed, in case to TS, original downloaded file and a CSV file must be submitted along with raw data clearly depicting the occupies station, back station and the co-ordinates in NEZ format.
- (xv) On receipt of the work order, the firm should commence the work within 7 days without fail.
- (xvi) Before finalizing, the draft site plans will have to be show to the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle for approval.


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1.5. Derivable:

1.5.1. Hard Copy Maps:

- (i) The bidder shall submit key plan of the site in 1:1000 scale in Hard Copy. All plans, indicating the contour lines, demarcating all permanent features as mentioned above. Contour Plan with contour drawn at 0.5m interval for specific feature.
- (ii) All the maps and drawings should be prepared in digitized forms using Inkjet / Pen plotter and standard computer software like Auto Cad (latest version) on standard A0 size polyester base film.
- (iii) Contour maps at site – The grids for the survey work shall be established in N-S & E-W direction (Corresponding to magnetic North) and the survey reference shall be spheroid WGS 84.
- (iv) The bidder shall submit three hard copies and two soft copies in CD/ DVD / Pen drive of all draft reports for review and approval.
- (v) After approval, specified prints of all the final maps on polyester base film/ high quality paper along with two sets in soft format in a CD/ DVD / Pen drive shall be submitted.

1.5.2. Drawings

- (i) All drawings shall be prepared on Auto CAD. The Auto CAD drawings shall have different layers for different features as mentioned above and in consultation with the officer-In-Charge.
- (ii) X, Y, Z co-ordinates of all spot/ground points shall be provided in CSV file as directed by Engineer in-charge with point numbers and feature coding as per list of codes given by Engineer In-Charge.
- (iii) The drawings should contain the features as given in 1.3 & 1.4.

1.5.3. Softcopy Maps:

- (i) All the raw data generated through Differential Global Positioning System (DGPS)/ Total Station Survey (TSS) should be processed to provide the output.
- (ii) All the raw and processed data in forms becomes the property of ASI and must be handed over to ASI. All electronic data should be copied in a Hard disk and given to ASI.

PART-A (TECHNICAL BID)

1.6- A Eligibility Criteria:

Sl. No	Criteria	Supporting Documents	Yes/No (Also fill the table below in this regard)
1.	The Contractors/ Company/ Firm/ Agency should have valid registration certificate from the State/ Central Govt. Organization/ Registered under Companies Act, 2013/ Partnerships/ Proprietor	Valid Registration certificate of the Contractors/ Company/ Firm/ Agency should be submitted.	
2.	The Contractors/ Company / Firm/ Agency shall have average annual financial turnover of not less than 30% of the estimated cost of this tender, for all of the last three financial year (i.e. 2019-20, 2020-21 & 2021-22)	Certificate from Statutory Auditor of the firm (balance sheet will be not accepted) (If 2021-22 is not audited, 2018-19 will be taken into consideration)	
3.	The Contractors/ Company/ Firms/ Agency should have completed the Photogrammetric Survey (Drone Survey/ Aerial Survey using UAVs or Drone) in Central/ State Governments/ PSU/ Private Sector (within the India) during last Seven years ending last day of the month i.e. 31.10.2022 , previous to the floating of this tender (Since 01.01.2016) in the light of the following: (a) Three completed works each costing not less than the amount equal to 40% of the estimated cost. (b) OR: Two completed works each costing not less than the amount equal to 50% of the estimated cost. (c) OR: One completed works each costing not less than the amount equal to 80% of the estimated cost.	(i) Only Work orders and relevant completion certificate will be considered. (ii) The work orders/ completion certificates should clearly mention both the financial value and the quality of performance. (Note:- (i) Please upload work order with relevant completion certificate in proper sequence. (ii) Uploading of ongoing work orders will not be considered.	

4.	The Contractors/ Company/ Firms/ Agency must possess the necessary licensed Photogrammetric software for processing of data and a valid drafting software which licensed for a minimum of 01 year.	Proof of the same to be submitted for both software platform	
5.	The bidder must have executed at least two Photogrammetric survey projects for ASI either external or Internal.	For ASI experience, two separate work order along with relevant completion certificate will be only considered.	
6.	Income tax return for the last three financial years (i.e. 2019-20, 2020-21 & 2021-22)	Copy of the IT return for the all of these financial years should be provided (If 2021-22 is not audited, 2018-19 will be taken into consideration) (Balance Sheet will not be considered)	
7.	The Contractors/ Company / Firm/ Agency should be registered with GST Department.	Copy of the registration certificate along with GST returns for the financial 2021-22 (i.e. April 2021 to March 2022) filed with the authority should be submitted (For the financial year 2021-22)	
8.	PAN Card in the name of Contractors/ Company/ Firm/ Agency	Copy of PAN Card in the name of Firm/ Self proprietorship, else duly notarized affidavit confirming ownership/ self-proprietorship should be submitted	
9.	Tender Acceptance and Declaration for blacklisting as annexed as I & II with the tender documents	Both should be on the Contractors/ Company / Firm/ Agency letter head.	

Note: -

- 1. Bidders are hereby requested that submission of only work orders or only completion certificate will not be considered for experience criteria. Both the work orders and their relevant completion certificates which should clearly mention both the financial value and quality of performance will be taken into consideration. Further, it is also to note here that ongoing work orders**

should not be uploaded and the work orders related to completed work along with completion certificate from the concerned authorities will only be considered.

2. If work order or completion certificate or both are in regional language, it will be the responsibility of the bidders to provide its Hindi/ English translation, duly self-attested. Otherwise, such work orders & completion certificates (in regional language) will not be considered.

1.7 A Details of Experience (Document Enclosed):

S.No.	Year	Details of client along with address	Amount Value of Contract	Duration of Contract	
				From	To
1.	2019-20				
2.	2020-21				
3.	2021-22				

1.8A. Annual Turnover (Document Enclosed):

S.No.	Year	Annual Turnover
1.	2019-20	
2.	2020-21	
3.	2021-22	

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

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

My agency has NOT been blacklisted/ debarred from participating in tender of any Ministry/ Department of Government of India and Government of India undertaking in the last three (3) year as on date of opening of this tender.

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

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

Place		Signature of the Authorized signatory
Date		

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To
Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

Sub: Acceptance of Terms & Conditions of Tender-reg.

Name of Work: - **"Preparation of Photogrammetric Survey Plan of the Centrally Protected Monuments/ Sites Covering Protected, Prohibited and Regulated areas"**

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.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ 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)

DECLARATION

(To be given on Company Letter Head)

1. I, _____ Son/ Daughter of Shri _____ signatory of the company/ agency/ firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. My agency has not been blacklisted/ debarred from participating in tender of any Ministry/ Department of Government of India and Government of India undertaking in the last Three (3) Years as on date of opening of this Tender.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/we 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:


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Archaeological Survey of India
Jodhpur Circle, Jodhpur

PART-B- (Financial BID)

**GOVERNMENT OF INDIA
Archaeological Survey of India
Office of the Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle**

Name of the Work: Preparation of Survey Plan of the Centrally Protected Monuments / Sites covering Protected, Prohibited and Regulated areas.

I/ We hereby tender for execution of work for the President of India described in the under mentioned memorandum according to the specification within the time specified and the rates specified therein subject to the conditions of the contract.

Sl. No.	Description of Work	Estimated Quantities	Rate (In INC) In figure and words (including GST & taxes)	Unit	Amount (in INC) In figures and words including GST & all taxes
1	Preparation of Photogrammetric Survey Plan of the centrally protected monuments and sites covering protected. Prohibited and regulated areas.	799.00 Acre		Per Acre	

Financial Bid should be submitted **online only at CPPP website:**

<https://eprocure.govin/eprocure/app> in prescribed **BOQ format**

***Note:** Areas of the centrally protected monuments/sites are indicative. The actual area should be calculated after the mapping and based on map as per clause 2.24 of the terms and conditions.

Signature of Bidder/Firm/Company

I / We have perused the complete proposal document and am / are willing to undertake and complete the assignments as per terms and conditions stipulated in the proposal document.

- a. Our offer is inclusive of all taxes, incidentals, overheads, travelling and lodging expenses of deployed persons, printing and binding of reports, all sundries and all other expenditure for execution of this services/ assignment, including GST & all taxes to complete the works as per terms and condition and scope of work including deliverables.

- b. We undertake, if our Bid is accepted, to achieve completion of the various sections of the assignments within the period specified in this Schedule
- c. If our Bid is accepted we will furnish a Performance Security Deposit of 3% of the order value within 7 days from the receipt of assignment order in the form of FDR in favour of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle drawn from only Scheduled Bank in India as Security for the due Performance of the work assigned.
- d. We agree to abide by this Bid for the period of **60 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and maybe accepted at any time before the expiration of that period. Should we fail to abide by our Bids during the above said period of **60 days** or such extended period as mutually agreed to ASI shall be at liberty to forfeit the Earnest Money deposited by us.
- e. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
- f. We understand that the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle reserves the right to amend the scope of Bid and value of contract under this assignment and reject or accept any bid including the lowest or cancel the Bid process and reject all Bids.
- g. We agree that the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle will not be liable for any such action and will be under no obligation to inform the Bidder of the grounds for such action.
- h. If our Bid is accepted we understand that we are held fully responsible for the due performance of the Contract.

I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions annexed here to so far as applicable, and/ or in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the said conditions. A sum of Rs. 59,000/- is herewith forwarded in the form of Demand Draft as earnest money. If I/ We fail to commence the work to specify in the above memorandum or if I/ We fail to deposit the amount of security deposit specified in the above memorandum. I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy, shall be retained by his towards such security deposit. I/ We further agree that the said President or his successors in office shall also be at liberty to cancel the acceptance of the tender if I/ We fail to deposit security amount to aforesaid.

Signature of authorized signatory

Dated

The above tender is hereby accepted by me behalf of the President of India.

Signature of the officer by whom the tender is accepted

2.1 EVALUATION CRITERIA

1. The technical bid will be opened only of those bidders who will successfully qualify in pre-qualification criteria i.e. by submitting required Tender Fee/EMD or availing any exemption. The bidders who are availing any exemption shall produce the relevant documents as proof.
2. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
3. The bidder who quotes lowest rate in BOQ for financial bid will be declared L1 and work order will be issued.
4. Only in case of tie in lowest rate, the Company/ Firm/ Agency who has completed more work order of Photogrammetric Survey in State/ Central Government during last three years will be declared L1. Copies of work Orders and completion certificate from the concerned authority must be provided along with Technical Bid.
5. The work shall be awarded to the L1 bidder.

2.2. Site Visit:

- i. Any site information given in this tender document is for reference only. The bidder is advised to visit and examine the site of works and its surroundings and obtain ground information for himself at his own responsibility and cost. All information that may be necessary for preparing the tender and for the execution of the assignment. The bidder shall be deemed to have inspected the site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the tender.
- ii. All cost / expenditure for visiting the monument or site and other contingencies involved for the purpose of preparing Survey Plans shall be borne by the bidder.
- iii. The bidder and any of his personnel or agents may contact the In-Charge of Sub Circles for the purpose of such inspection, but only upon the express condition that, the bidder, his personnel and agents, will release and indemnify the Engineer or his representatives from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- iv. It is the responsibility of bidders to visit the site and obtain all information necessary for the purpose of preparing Tenders. The bidders must inspect and fully satisfy themselves as to the requirements and extent of the assignments.
- v. The bidder should inform about schedule of site visit well in advance for better communication.

2.3. Tender Document /proposal:

- i. The bidder shall examine carefully all the contents of the tender documents including instructions, terms, conditions, specifications, requirements, scope of work, parameters and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk and tender submission will render the tender liable for rejection. Pursuant to clause 3 above, tenders which are not responsive to the requirements of the tender conditions will be rejected.

2.4. Clarification on Tender Document / Proposal:

- i. At any time prior to the deadline for submission of tenders, the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, may for any reason, whether on his own initiative or in response to a clarification by a prospective bidder, modify the tender documents by issuing addenda.
- ii. A bidder requiring any clarification regarding the tender documents contact the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle (at mail-ID:- circlejdh.asi@gmail.com) through e-mail only. The queries will be responded which were received 3 days prior to the deadline for submission of tenders. It is to be noted that no queries, clarifications will be received after the period stipulated above.
- iii. All prospective bidders are requested to browse the web site for information. It is deemed that they are fully aware of the corrigendum so issued once they bid for the work.
- iv. Any amendments thus issued will be hosted on the website up to two days prior to the dates specified for submission of the bids. All the bidders who have downloaded the bid document shall verify if any such amendment/ modifications have been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s) if any shall be binding on the bidder. No separate notice/ intimation of amendments/ modifications will be sent to those who have downloaded the document from the web. If any addendum is issued, reasonable time will be given to bidders to take the corrigendum into account in preparing their tenders, in which case, the authorities may extend the deadline for submission offenders.
- v. While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

2.5. Submission of Bids/E-Tender:

- i. The all correspondence and documents related to the tender, exchanged between the bidder and the **Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle** shall be written in the Hindi/ English Language only.
- ii. Any litigation arising out of this assignment shall only adjudicate before the competent court of law within the jurisdiction of the Hon'ble High Court of Jodhpur Bench. Bids in open condition or through e-mail or in any other form will not be accepted.
- iii. The Tender EMD Cost in D.D. may be sent by courier/ speed post/ dropped at the tender box in person as per the convenience of the bidder. However ASI will not be responsible for the non-receipt or delayed receipt of the tender. Any tender received beyond the closing hours of last date for submission through courier or post will not be accepted and will be returned to the sender.
- iv. In the event of the date for the submission of tender is declared a holiday, the bids will be received up to the appointed time on the next working day. Other schedules will be changed accordingly.
- v. The bidders shall bear all costs associated with the preparation and submission of its bid, including cost of technical presentation, preparation of the samples etc. ASI will in

no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

- vi. No bid may be modified subsequent to the submission of bids.

2.6 Bid Opening

- (i) The online bids will be opened on **22.12.2022** in the O/o Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle.
- (ii) Prior to the opening the names of bidders, who have given advance notice for modification or for withdrawal of their bids from the tendering process well before the deadline for the submission of bids. Bid envelopes of the bidders who wish to withdraw from the tendering process, shall be returned to their representatives, if present or sent by post unopened to their addresses.
- (iii) Technical bid will be opened thereafter for verification of EMD, application money, qualification to participate in the technical evaluation.
- (iv) On satisfying the qualification, the bidder's background and previous work will be evaluated by the Technical Evaluation Committee.

Technical evaluation

- (v) The bidder shall make a presentation before the Technical Evaluation Committee (TEC) about his technical resources and the survey work performed before. He may also show the outputs to the Technical Evaluation Committee along with the photographs of the site. The firm may also highlight the difficult or significant work done by them.
- (vi) TEC may at its discretion call for additional information/ clarifications from the bidders. Such information has to be supplied within the time frame set out by the TEC, otherwise TEC shall make its own reasonable assumptions at the risk and cost of the bidders and the bid is liable to be rejected.
For verification of information submitted by the bidders, the TEC may visit their sites/ premises of the firm to verify the facilities, if required at its own cost. The TEC may verify confidentially the credentials and performance with their previous clients.
- (vii) The bidders shall provide all the necessary documents, samples and reference information as desired by the TEC. The bidders shall also assist the TEC in getting relevant information from the bidders' references. Seeking clarifications cannot be treated as acceptance of the instrument/bid.
- (viii) After due evaluation of Technical capabilities of the bidders, through a marking system, the TEC would submit its recommendation clearly bringing out the technically accepted bids.
- (ix) After evaluation by the committee, the financial bids of short listed bidders will be opened either on the same day or on the subsequent day.

2.7 Performance Security Deposit: -

- (i) The successful bidder will have to deposit security deposit of 3% of the estimated cost in the form of Bank Guarantee or fixed deposit receipt (FDR) for a period one-year validity made in the name of the Contractors/ Company/ Firm/ Agency/ Contractor but by hypothecated to the Superintending Archaeologist, Archaeological Survey of India,

- Jodhpur Circle, Jodhpur. The FDR will have to be accordingly renewed by the successful bidder as and when required.
- (ii) The successful bidder should give an undertaking that the data observed and submitted are genuine, accurate and are not interpolated. High level of accuracy of data, which should only be empirical and not interpolated, is expected, binding on the bidder and he should ensure the same.
 - (iii) The successful bidder must deploy the instruments and manpower to initiate the work within the stipulated time.
 - (iv) The performance will be evaluated by an Experts Committee constituted for this purpose in a given schedule of time. If the Experts Committee is of the opinion that the standard of data generated by the bidder is below standard or inaccurate or arbitrary, the work order will be cancelled and the performance security will be forfeited.
 - (v) The Experts Committee will devise its own method of verification of data submitted by the firm and the decision of the Committee is final and binding on the firm. The data generated may also be checked and verified by an officer deputed by this office on day to day basis.
 - (vi) The successful bidder shall be required to submit performance security equivalent to as per above said rule of the order value for the satisfactory performance/ completion of the complete order in the form of FDR drawn in favor of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle and payable at Jodhpur seven days before the initiation of the work. On the production of performance security the D.D. of EMD will be returned to the bidder.
 - (vii) If the performance security amount is not placed, the EMD will be forfeited.
 - (viii) Performance security may be invoked if the firm did not initiate or complete the work within the stipulated time or their work is not up to the standards in the periodic evaluation by Experts Committee.
 - (ix) If the successful bidder withdraws his bid in writing or fail to undertake the works within the stipulated time as mentioned in the supply order or did not submit the Performance security, his EMD will be forfeited.

2.8 Other Conditions

- (i) Any bid received by ASI after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder at the address mentioned on the outer cover by Speed Post/ Registered Post.
- (ii) ASI will not be responsible for any postal delay or non-receipt/ non-delivery of the bid. No further correspondence will be entertained on the subject.
- (iii) All the necessary data required for completing the Photogrammetric survey such as Development Plan, City Survey map, Revenue map etc. will be provided/ or permission to acquire the same from the relevant department will be provided by ASI.
- (iv) A bidder cannot modify the bid after the submission. Bidder may withdraw his bid through a written submission to the opening authority before the expiration of deadline prescribed for submission of bids.
- (v) Bids shall be valid for 120 days from the date of opening. ASI holds the right to reject a bid valid for a period shorter than 60 days as non-responsive without any correspondence.

- (vi) ASI reserves the right to accept any bid, and to cancel/ abort the Tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected agency or agencies, of any obligation to inform the affected agency of the grounds for ASI action and without assigning any reason.
- (vii) The bid shall be submitted in the form of printed document. Bids submitted other modes or in unsealed envelopes shall not be entertained.
- (viii) Any effort by a bidder to influence ASI in its decisions on bid evaluation, bid comparison or award of the contract may result in the bid rejection.
- (ix) Queries will be answered through email/ telephone only.

2.9 Delivery Schedule and Penalty

- (i) The successful bidder shall initiate and complete the work within the stipulated time. Any delay in initiation or completion will be allowed at the sole discretion of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle. If the request is rejected, the work order may be cancelled or penalty may be levied.
- (ii) At the discretion of the ASI, any delay beyond the approved time limit, will invite penalty @0.2% of the order value per day of default. This amount will be deducted from the invoice.
- (iii) The work will be checked at the field condition by ASI officials and Expert Committee for accurate performance.

2.10 Payment

1. The payment will be made through a FDR or remitted to the bidders account through NEFT / RTGES on production of a mandate form from the Bank within reasonable time.
2. All statutory deductions like TDS will be done as per rules.

2.11 Calculation of Surveyed Area :

1. Since the areas of the above said centrally protected monuments/ sites are not well defined and highly irregular, the payment will be made on the basis area calculated from the final drawing.
2. The area calculated by the successful bidder may be submitted to experts from an external agency for verification, if any dispute arises. The decision arrived at by the independent expert will be final and binding on either side.
3. The payment will be released after the completion of the work in all respects. Part payment will be considered on the recommendations of the Experts Committee/ evaluation of the data generated by the Department officials. The quantum will be decided by the ASI and there will be no negotiations on this aspect.

2.12 Arbitration

1. All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, however, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the

Arbitration and Conciliation Act, 1996. The dispute may be referred to arbitration by either party only after notice in writing to the other, clearly mentioning nature of the dispute/ differences. Such arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators, one arbitrator to be appointed by each Party, and the third arbitrator to be nominated by the Director General, Archaeological Survey of India, Government of India. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be High Court Jodhpur shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

2.13 GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- 1.1 In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires -
- a. **WORK** means "Preparation of Survey plans of Centrally Protected monuments and sites covering protected, prohibited and regulated areas" within the jurisdiction of Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle as defined in the scope of work in Chapter 1 regarding 'Instructions to Bidders'.
 - b. **"ASI/ DEPARTMENT"** - means the Archaeological Survey of India, represented by the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle.
 - c. **"TENDER/ BID"** means the priced offer to the Department for the execution and completion of the valuation assignment works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance –Award letter.
 - d. **"BIDDER/S"** means the person or persons, firm, corporation, consortium or company who submits the BID for the subject services/assignment.
 - e. **"CONTRACTOR/ SURVEYOR"** means the persons or firm or company whose tender has been accepted by ASI and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
 - f. **"LETTER OF ACCEPTANCE"**, "Award letter" refers to the letter communicating the formal acceptance of the bid by the Employer.
 - g. **"AWARD PRICE"** means the sum named in the Bid/ proposal submitted by the Successful Bidder with any modification there of or addition thereto or deduction there from as may be made under the provisions contained in the proposal document.
 - h. **"OFFICER IN CHARGE"** means any official of the ASI deputed by the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle.
 - i. **"Consultancy services/ Services/ Assignment"** means the services to be provided by the Valour's as detailed in this bid document and under Terms of Reference brought out in Section - III of this document.
 - j. **Singular and Plural:** Words importing the singular also include the plural and vice versa where the context so requires.
 - k. **Headings:** The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
 - l. **Protected Area:** Notified area of the monument or site or as specified by ASI.

- m. **Prohibited Area:** Every area, beginning at the limit of the protected area of the protected monument or site, as the case may be and extending to a distance of 100 meters in all directions.
- n. **Regulated Area:** Every area, beginning at the limit of prohibited area in respect of every protected monument or site and extending to a distance of 200 meters in all directions.

2.14 Commencement and Completion of Assignments

The successful bidder shall commence the work within 7 days from the date of issue of the award letter by the ASI department (i.e. intimation of the acceptance of the Bid and carry out the same expeditiously at whatever point or points and in such portion as employer may direct). The surveyor shall complete the works within 60 days from the date of commencement of the work. During the assignment, the surveyor shall submit the Report as per the Terms of Reference.

2.15 Care and Diligence

The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Department for the proper, efficient and effective execution of their duties.

2.16 Taxes and Duties

The surveyors shall pay all taxes, levy, duty which they may be liable to pay to the Government of Rajasthan and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of the work. The surveyors shall further be liable to pay such increase in the taxes, levy, duty etc. under the existing law or which may become payables a result of introduction of any law. Increase in taxes, levy, duty, etc. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any extra or additional costs nor a ground or excuse for extension of time for completing the work. The surveyors are deemed to have included/ considered all payments to be made to them while quoting the proposal except Service Tax, which will be reimbursed as applicable over the quoted price.

2.17 Confidentiality

The surveyors shall treat all the documents and information received from the Department, submitted to Department and all other related documents/ communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The surveyors shall not divulge any such information without the prior written permission of Department. The surveyors shall return all the documents received from the Department from time to time after completion of the related works.

2.18 Suspension of the Contract

- a. If any of the following events shall have happened and be continuing, then Department may, by written notice to the surveyors, suspend in whole or in part, payment due thereafter to the surveyors under the contract.
- b. A default shall have occurred on the part of the surveyors in the execution of the contract.
- c. Any other condition which makes it unable for either party by reason of "Force Majeure" to successfully carry out the assignment/s or to accomplish the purpose of the contract.

2.19 Termination of Contract

- a. Termination of Contract by Department during the period of contract, if the performance of the contractor not satisfactory or not up to the expectation of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle or his representative or the Expert Committee, the contract will be terminated forthwith and the payment will be assessed by the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle on the recommendation of the Expert Committee for the value of work done. The decision of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle in this regard is final and binding.

2.20 Termination procedure:

- a. Upon termination of the Contract under Clause 2.19 the surveyors shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b. Upon termination of the contract (unless such termination shall have been occasioned by the default of the surveyors), the surveyors shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

2.21 Force Majeure:

- a. If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 7 (Seven) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- c. The term "Force Majeure" as employed herein, shall mean "Act of God, Strike, Lockouts or other Industrial Disturbances, Insurrection, Riots, Epidemics, Landslides, Earthquakes, Storms, Lightning, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome".
- d. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such party's sub-valuer s or agents or employees, nor any event which a diligent party could reasonably have been expected to both (A) take into account at the

time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder:

2.22 Responsibility of Surveyors during the assignment:

a. During the validity period of the surveyor services, the surveyors shall hold discussions with the Officer in Charge and/ or the Experts Committee and make presentations on the Reports/ findings.

2.23 Facility to be made available to Surveyors:

- a. The Department shall provide the following resources and facilities to the surveyors:
- b. A limited space, subject to availability, without affecting the day to day activities of the public visiting the monuments or living in the fort will be made available to the surveyor subject to availability at the discretion of the officer in charge. No rental charges will be levied for the working area spared to the surveyor during the tenure of the contract including extended period, if any granted.
- c. The Department may also provide a small space in a building, subject to availability and suitability of accommodation to keep his instruments and other wares. The safety of the material kept in the space provided will be at the risk of the surveyor.
- d. The Department may undertake to remove minimum vegetation whenever there is a problem of sighting. Such request should come well before to the officer in charge.

2.24 Terms of payment:

Procedure for calculation of Surveyed Area

- a. Since the areas of the centrally protected monuments/ sites of Jodhpur Circle are not well-defined and highly irregular, the payment will be made on the basis of actual area calculated from the final drawing.
- b. The area calculated by the successful bidder on the above basis may be submitted to expert from an external agency for verification. In that event, a representative from the successful bidder and ASI may present the method of calculation to the expert.
- c. After hearing the sides, the decision arrived at by the independent expert will be final and binding on either side.
- d. The payment will be released after the completion of the work in all respects. The right to make any Part payment is reserved with ASI. The quantum, if demanded, will be arrived on/ at the recommendations of the Experts Committee/ evaluation of the data generated by the Department officials. The quantum thus arrived at may be accepted or reduced or rejected by the ASI and there will be no negotiations on this aspect.
- e. The payment will be made through a FDR or remitted to the bidders account through NEFT/ RTGES on production of a mandate form from the Bank within reasonable time.

- f. All statutory deductions like TDS will be done as per rules the surveyors shall be paid the lump sum fee/ charges (to be quoted by the bidder) for providing the services against the deliverables as stated in the Terms of Reference.

2.25 Extension of Time for Completion

- a. The surveyor shall commence the assignment within the period named in the tender after the receipt by him of an order in writing to this effect from the ASI and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Department or be wholly beyond the control of the surveyor. The surveyor shall maintain the Total amount of progress required at per schedule. If the progress of assignment is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the surveyor, such as war, stormy weather and for other reasonable causes in the opinion of the ASI, the department may at his discretion grant to the surveyor such extension of time as he considers reasonable for the completion of the assignment.
- b. The amount or nature of extra or additional work, or any cause of delay referred to in these conditions, or any delay, impediment or prevention by the Employer, or other special circumstances which may occur, other than through a default of or breach of contract by the surveyors or for which he is responsible, being such as fairly to entitle the surveyors to an extension of the Time for Completion of the Assignments, or any Section or part thereof, the ASI shall, after due consultation such extension and shall notify the surveyors accordingly.
- c. The execution of the assignment during the extended period also, shall be only under the conditions and at the Total amount specified in the contract. The grant of such extension of time will not bestow on them any right to claim compensation or extra payment at a future date whatsoever. No claim shall be made by the surveyor on the grounds of executing the assignment beyond the completion period stipulated in the contract.

2.26 Total amount of Progress

- a. If for any reason, which does not entitle the surveyors to an extension of time, the Total amount of progress of the Assignments or any Section is at any time, in the opinion of the ASI, shall so notify the surveyors who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The surveyors shall not be entitled to any additional payment for taking such steps.

2.27 Compensation for delay:

- a. If the surveyor fails to complete the assignment in all respects within the time specified or within the extended time that may be allowed by the ASI as per clause 2.25, the surveyor shall pay or allow to ASI a sum equivalent to 0.5%

(half percent) per day inclusive of holidays) or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract as liquidated damages/ late delivery charges and ascertained damages and not by way of penalty, for every day thereof beyond the said period or extended period as the case may be during which the assignment shall remain unfinished. Such damages will be deducted from any amount payable to or to be payable to the surveyor including any securities/ guarantees if any available with ASI. The payment of such damages does not relieve the surveyor of his obligations to complete the assignments or from any other of his obligations or liabilities under this contract.

2.28 Remedy on surveyor's failure to carry out the assignment required

- a. The progress of the assignment at each stage will be subject to the approval of the ASI whose decision as to the Total amount of progress at each stage shall be final and binding on the surveyor. ASI reserves to himself, the right to cancel the contract for unsatisfactory progress in the assignment at any stage.

2.29 Completion Certificate

- a. Completion certificate shall be issued by the officer in charge on expiry of all the tasks and submission of all reports/ Drawings/ documents as indicated in Terms of Reference enclosed to this bid document, to the satisfaction of the ASI.

2.30 Release of Performance Security Deposit:

The amount deposited by the surveyor, as Security Deposit under this Assignment will be refunded to the surveyor only after satisfactory completion of the assignment pursuant to sub clause 2.27 & 2.28. In case of non-completion of the surveying job within the specified period of 60 days or extended period of time for completion (as per clause 2.25), the Security deposit will be forfeited.

2.31 Special conditions of contract

2.31.1 Work Program

- a. The bidder shall submit the program of work and inspection report including methodology to be adopted before the start of work.

2.31.2 Safety precautions during progress of works

- a. The bidder shall take all precautions to ensure safety of the staff, existing utility services, adjoining structures etc., during progress of work. The bidder shall also make necessary arrangement for the safety of his workers, if any accident occurs, the entire responsibility fall on the part of the bidder.
- b. The bidder shall take a note that some parts of the fort /structure of the monument may be structurally weak and dilapidated. While surveying, the Surveyors or his workers should take adequate care while climbing over them for taking reading. They should check very carefully the condition of the building ahead. At any point, if there is serious problem that may

critically affect the survey, the same may be brought to the notice of the officer in charge.

- c. The Surveyors and his workers should not cause any inconvenience to the visitors who visit the monuments or public residing inside the fort.

2.31.3 Damage to Government property or private life & property

- a. The bidder shall be responsible for all risks to the works and for trespasses and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Government (including Utility Services).
- b. ASI is not responsible for the lives of persons or property of others whatsoever may be the cause in connection with or as a result of the execution of works even though all reasonable and proper precautions may have been taken by the bidder. Such cost, loss or damages or compensation (including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as omission on the part of the contractor, is to be borne by the bidder.
- c. The amount of any costs or charges (including costs and charges in connection with legal proceedings), which may incur in reference thereto, shall be charged to the or to defend or comprise any claim or threatened legal proceedings or in anticipation of legal proceedings being instituted consequent to the action or default of the bidder to take such steps as may be considered necessary or desirable to ward off mitigate the effect of such proceedings, charging to the bidder as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or comprise and the incurring of any such expenses shall not be called in question by the bidder.

2.31.4 Risks and Cost

- a. In case bidder fails to complete work as per schedule, ASI has discretion to get the work done completed by any other agency at risk and cost of the agency to which the work has initially been awarded by giving 7 days' notice.

2.31.5 Alteration to scope of work

- a. The department or representative shall have rights to make any alteration, omission, addition, substitution in the original work. No claim whatever on account of above shall be entertained except the payment for the actual work done.

2.31.6 Other conditions


- I. In case of premature termination, no extra compensation shall be payable. Payment of remuneration in that case will be made to the extent the services rendered till that time can be made use of by ASI, limited to the

period for which the agency had actually rendered the service and subject to the intermediate targets being adhered to as per the work schedule mutually agreed to. No notice of termination or remuneration thereof will be necessary and continuance shall be solely at the discretion of Superintending Archaeologist, Archaeological Survey of Indian, Jodhpur Circle.

- II. The drawings, reports, data, etc., used for the survey work shall be the sole property of Archaeological Survey of India and the bidder will not reproduce or pass on these to any other person or firm etc.
- III. The format and titles of all the drawings to be submitted by the bidder shall be as per the guidelines and demand of ASI.
- IV. All field books, note books, floppies, drawings and other documents containing field data gathered during survey shall be handed over to ASI by the bidder and not disclosed to any other.
- V. The bidder must impart the necessary training to the staff at ASI for processing and editing the final dataset of the photogrammetric survey.
- VI. The bidder shall not reproduce any data collected from the work in any form.
- VII. In case of any discrepancy in the description of work in the tender documents, the decision made by Archaeological Survey of India shall be final and binding on the bidder.
- VIII. Any error in description, quantity or rate in schedule of quantity or any omission there from shall not vitiate the contract or release the bidder from the execution of the whole or any part of the contract or works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- IX. All the documents and drawings created out of the assigned work will become the sole Property of ASI and the department will be free to use the same in any manner deemed fit.
- X. The agency will exercise all responsible skill, care and diligence in the performance of the service under this works and shall carry out all the responsibilities with recognized latest professional standards.

I, as authorized signatory, have read the above conditions fully, particularly the Clause 2.24. Terms of Payment and the procedure adopted for calculation of area. I have fully understood them and agree to abide by them.

(Signature of authorized signatory and seal)


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

2.32 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.dov.in/eprocure/app>.

2.33 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 I NCode I 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.

2.34 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 I tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- 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.

2.35 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.

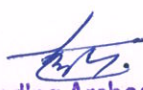
2.36 SUBMISSION OF BIDS

- 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, physically sent, should tally with the details available in the scanned copy and the data entered online 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 colored (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 file name, 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's dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders opening of Bid 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 Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyer/bid opener's public keys. Overall the uploaded tender documents become readable only after the 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 & 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. The acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) The Bidders should ensure that the documents scanned/ uploaded must be clear and readable.

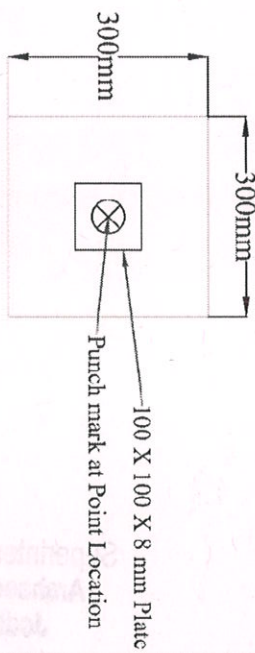
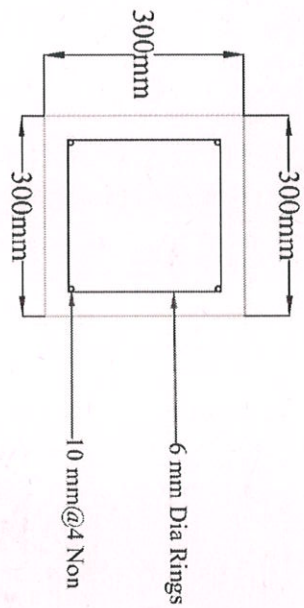
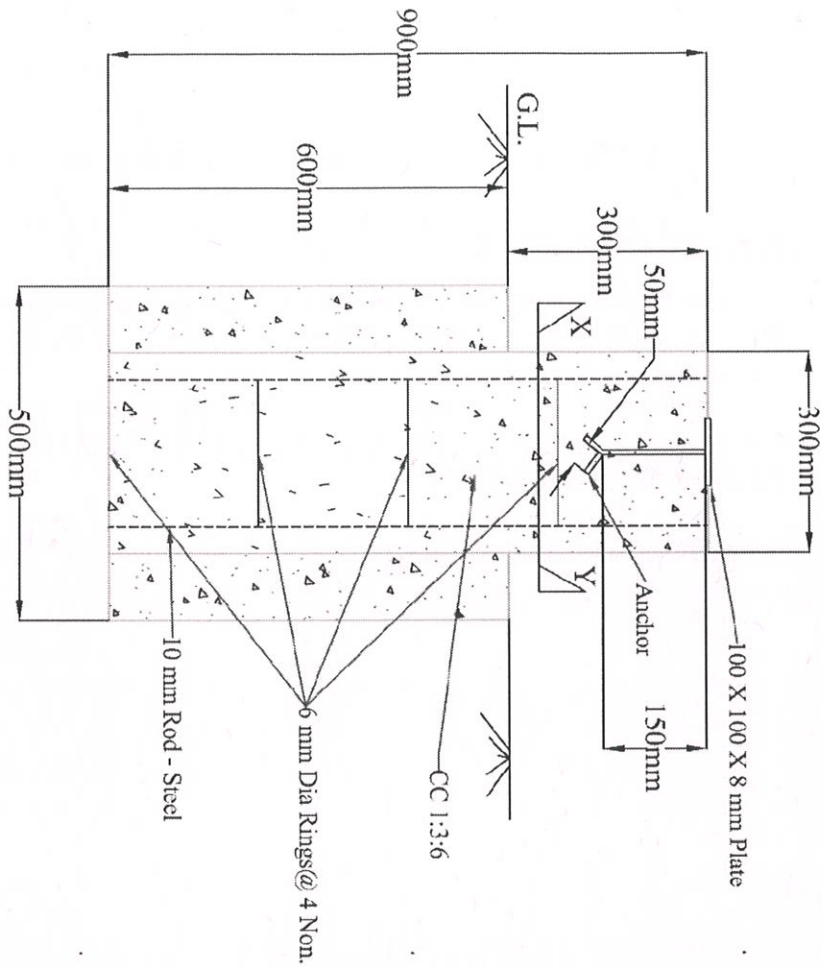
2.37 ASSISTANCE TO BIDDERS

- 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 queries relating to process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk Tel: 24X7 Help Desk Number 0120-4001005, 0120-4001002, 0120-6277787.


Superintending Archaeologist
Archaeological Survey of India
Jodhpur Circle, Jodhpur

ANNEXURE-A

BENCHMARK FOR PHOTOGRAMMETRIC SURVEY OF PROTECTED, PROHIBITED & REGULATED AREA AROUND CENTRALLY PROTECTED MONUMENTS/ SITES UNDER THE JURISDICTION OF ASI, JODHPUR CIRCLE



DETAILS OF B.M. RCC PILLAR

[Signature]
 Superintending Archaeologist
 Archaeological Survey of India
 Jodhpur Circle, Jodhpur