

REQUEST FOR PROPOSAL

**Temporary illumination to facade of fortification wall including Victory
Tower at Chittorgarh fort, Distt. Chittorgarh**

Tender No. 33/2022-23 Limited Tender



**GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA
JODHPUR CIRCLE, JODHPUR**

**अधीक्षण पुरातत्त्वविद्
Superintending Archaeologist
भारतीय पुरातत्त्व सर्वेक्षण/Archaeological Survey of India
जोधपुर मण्डल, जोधपुर/Jodhpur Circle, Jodhpur**

Section-1

Table — A: Time and Work Frame

“Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh”

Manual bids shall not be accepted.

CRITICAL DATE SHEET

1.	Publishing Date	28.11.2022	11:00 Hrs.
2.	Document Download/Sale Start Date	28.11.2022	11:00 Hrs.
3.	Bid Submission Start Date	28.11.2022	11:00 Hrs.
4.	Bid Submission Closing Date	30.11.2022	12:00 Hrs.
5.	Bid Opening Date	30.11.2022	12:30 Hrs.
6.	Bid Validity Date	30 Days	-



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जोधपुर मण्डल, जोधपुर/Jodhpur Circle, Jodhpur

Dear Sir,

1. The Archaeological Survey of India invites Offline Bids in the prescribed form under the Two Bid system (a) Technical Bid and (b) Financial Bid **"Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh".**

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

2. Document Download: Tender documents may be downloaded from <http://www.asijodhpurcircle.in> 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.

1. **Bid Submission:**

Applicants/intending or interested Bidders are invited to submit their proposal offline 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 offline and may be dropped in tender box within the stipulated date and time as mentioned in the Bid document as given in CRITICAL DATE SHEET.

2. **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, 1st and 2nd Floor, Telephone Exchange, Building, Kamla Nehru Nagar, 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 Central Purchase Organization National Small Industries Corporation (NSIC) or as per applicable.** The Tender Fee/earnest money should be in the form of Demand Draft in favor 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" duly in sealed envelopes should be kept in a third envelope super scribing **"Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh"**

(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 technical documents must be submitted offline in the tender box kept at **O/o The Superintending Archaeologist, Archaeological Survey of India, 1st and 2nd Floor, Telephone Exchange, Building, Kamla Nehru Nagar, Jodhpur- 342003.**

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

(e). **EMD:** - Rs. 48,500/-

(f). **Estimated Cost Of. Tender:** - Rs. 19,32,250/- (18% GST ~~Include~~).

3. Contact Details:-

Contact Person	Superintending Archaeologist
Address for Communication	O/o The Superintending Archaeologist, Archaeological Survey of India, 1st and 2nd Floor, Telephone Exchange, Building, Kamla Nehru Nagar, Jodhpur- 342003



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TENDER. NOTICE


1. On behalf of the President of India, tender is invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced in civil work and financially sound Contractors/Companies/ Firms/Agencies for the work **"Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh"**.
2. Complete Tender Document can be downloaded from the websites i.e. **www.asijodhpurcircle.in**. Bids shall be submitted offline.
3. Interested manpower providing Companies/Firms/Agencies may submit/deposit the Tender fee Rs. 500/- (Rupees five hundred only) and Earnest Money Rs. 48,500/- (Rupees forty eight thousand five hundred only) in the form of demand draft on or before bid closing date/time as mentioned in critical date sheet (i.e dated **30.11.2022 up to 12:00 Hrs.**) to the tender box in **O/o The Superintending Archaeologist, Archaeological Survey of India, 1st and 2nd Floor, Telephone Exchange, Building, Kamla Nehru Nagar, Jodhpur- 342003**.
4. No tender shall be entertained after this deadline under any circumstances what so ever. The tender/technical bid of tender will be opened on **dated 30.11.2022 at 12:30 Hrs.** in the presence of authorized representative of bidders as may wish to be personally present.
5. The Competent Authority, 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

Copy to:

1. Notice Board
2. Website of this Department



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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The SA, ASI, Jodhpur Circle requires quotation from reputed well established and financially sound Contractors/Companies/Firms/Agencies for the work **"Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh"**.
2. The Contract will be for a period of 07 days (w.e.f. 01.12.2022 to 07.12.2022) 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. **Tender Fee/EMD is not mandatory from the bidders who want to avail the exemption for the same. Supporting proof documents needs to be submitted along the technical bid.**
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 bidder.
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 is 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 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, the tender shall be summarily rejected. However, correction, if any in the technical bid application must be initialed by the person authorized to sign the tender bid.

12. The Contractors/Companies/Firms/Agencies shall at all stages of work deploy skilled/semiskilled tradesman who are qualified and experienced in the line of conservation 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 **O/o The Superintending Archaeologist, Archaeological Survey of India, 1st and 2nd Floor, Telephone Exchange, Building, Kamla Nehru Nagar, 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 regulation on the matter.
17. The rate quoted should including all taxes 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 a 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, is liable to 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.


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

1st and 2nd Floor, Telephone Exchange Building,
Kamla Nehru Nagar, Jodhpur- 342003
E-mail: circlejdh.asi@gmail.com/circlejodhpur.asi@gov.in


TENDER DOCUMENT

1. **Name of Work:** - "Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh".
2. **Estimated Cost of Work:** - 19,32,25/- (Rupees nineteen lakh twenty thirty two thousand two hundred fifty only). (Including GST @ 18%)
3. **Earnest Money:** - Rs. 48,500/- (Rupees forty eight thousand five hundred only)
4. **Tender Fee:** - 500/- (Five hundred only).
5. **Date of opening of Technical Bid:** - 30.11.2022 at 12:30 Hrs.
6. **Place work of Work:** - As details given below
7. **Work Completion Time:** - 07 days (01.12.2022 to 07.12.2022)

S. No	Description of item	Qty	Unit
1.	Provision for installation of LES façade light of 400w and 200w as per requirements w.e.f. 01.12.2022 to 07.12.2022 to illuminate the façade portion of fortification wall for Ram Pol gate to Fatta Haveli including all accessories , D.J set loading un loading etc. complete	1500	RMT
2.	Provision for installation of LED/Sharpi light (17R) to illuminate tower of victory in three sites w.e.f. 01.12.2022 to 07.12.2022 etc. complete	01	Each


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A. Eligibility Criteria:

S.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 any of the State/Central Govt. Organization	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 two year (i.e. 2019-20, 2020-21)	Certificate from Statutory Auditor of the firm (Please do not attach balance sheet)	
3.	The Contractors/Company/Firms/Agency should have experience for execution of Civil/Electrict work in Central/State Government	Both Work orders and completion certificate will be considered. The work orders/certificates should clearly mention both the financial value and the quality of performance.	
4.	Income tax return for the last two years (2019-20, 2020-21)	(Copy of the IT return for the all these years should be provided) (Balance Sheet will not be consider)	
5.	The Contractors/Company/Firm/Agency should be registered with GST Department.	Copy of the registration certificate	
6.	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	
7.	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.	

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PART-A (Financial BID)


Financial Bid should be submitted offline along with the tender documents in separate sealed envelope super scribing "Financial Bid".

Estimated Cost:- 19,32,250/-

S.No.	Description of item	Qty.	Unit	Rate	Amount
1.	Provision for installation of LES façade light of 400w and 200w as per requirements w.e.f. 01.12.2022 to 07.12.2022 to illuminate the façade portion of fortification wall from Ram Pol gate to Fatta Haveli including all accessories, D.J set loading un loading etc. complete	1500	RMT		
2.	Provision for installation of LED/Sharpi light (17R) to illuminate tower of victory in three sites w.e.f. 01.12.2022 to 07.12.2022 etc. complete	01	Each		

Note:-

- 1. Rate/Amount should be quoted including 18% GST.**
- 2. If the column is found insufficient for the quoting the rate/amount, separate sheet may attached.**


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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: - **“Temporary illumination to facade of fortification wall including Victory Tower at Chittorgarh fort, Distt. Chittorgarh”.**

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)



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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:

Date:

Place:

Signature of authorized person(s)

Full Name:

Seal:



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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 fulfills Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only those technically qualified bidder shall be opened.
3. The bidder who quotes lowest rate in financial bid will be declared L1.
4. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order in State/Central Government as mentioned in the technical eligibility criteria shall be declared L1 .Copies of work Orders or completion certificate from employer shall be provided along with Technical Bid.
5. The work shall be awarded to the L1 bidder.
6. As the procurement is of an urgent nature. Hence, the single qualified bid will also be considered for further opening/evaluation of financial bid & AOC implementation.



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Terms and Condition

The offer will be subject to the following terms and condition:

1. The Contractor/Firms/Agency shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under this contract.
2. The bidder 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 breach of terms of contract making him/her liable for action besides termination of contract.
3. Each bidder shall submit only one bid, either individually or as a partner in a partnership firm or a partner in a joint venture/consortium or a public limited/private limited company.
4. ASI reserves right to terminate the contract during initial period also after giving three days notice to the contracting agency in case of breach of terms of contract.
5. The tax at source (TDS) shall be deducted as per the provision 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.
6. Conditional bids shall not be considered and will be rejected in the first instance.
7. The bidder will be bound by the details furnished to the ASI while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract and forfeiture of performance security.
8. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
9. It will be the responsibility of the vender to meet transportation, medical and any other requirement in respect of the persons deployed by it for the said work. The ASI will have no liability in this regard.
10. The contractor shall be solely responsible for the redressal of grievances/resolution of deputes relating to person deployed. The ASI shall, in no way be responsible for settlement of such issues whatsoever.
11. The drawing supplied by the Archaeological Survey of India and work to be executed as per specification and drawing etc. no alternation and additional to be made without prior approval of the Competent Authority of Archaeological Survey of India.
12. No extension of time allowed for the work.
13. The contractor shall submit the monthly progress report in details of the work executed.
14. The contractor shall clear away and remove the equipment, surplus materials, and rubbish and clean the site after completion of the work.
15. The contractor shall commence the work within the schedule period specified in the tender after the receipt of work order.



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16. The whole work required to be completed within a particular time as stated in the bid.
17. Contractor shall at his own expenses arrange for all the safety provisions as per safety codes of Indian Standards Institution, the Electricity Act and such other acts as applicable.
18. The bidder are subject to be qualified if they have:
 - (a) Made misleading or false representations in the form, statements and attachments submitted in proof of the qualification requirements and/or
 - (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc and
 - (c) Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the site In-charge.
 - (d) Indulged in unlawful and corrupt means in obtaining bids.
 - (e) Been black listed/their registrations by the competent authority.
19. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates.
20. The bidders in preparing the bid, shall rely on site investigation report referred to in the contract Data, supplemented by any information available to the bidder.
21. The bidder is expected to examine carefully all instructions, conditions of contract as per terms and conditions etc.
22. All work will be supervised by the site in-charge and also inspected by team of officers of ASI as and when required. The contractor is liable to answer all the queries.
23. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work eg. Rent Royalties, cess and other charges of materials, octroi and all other taxes including prevailing GSTIN from time to time.
24. The tenderer shall have to abide by the Archaeological Works Code and CPWD safety code rules during excavation and work.

25. The contractor has to arrange the samples of material required for execution to be got tested and approved by the Department Engineer before taking up the work and during course of execution require from time to time.
26. If there is any damage to the work due to natural calamities like flood or cyclone or any cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 06 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department.
27. All materials before they are being used in the items of works as per this schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer/site in-charge.
28. Schedule of quantities is accompanied, it shall be definitely understood that the ASI does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deduction, additions or alternations shall no way invalidate the contract and no extra monetary, compensation will be entertained.
29. The department will have the right to supply at any time in the interest of work any department materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issued of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
30. Any defects, shrinkage or other faults which may be noticed within 12 months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the engineer/site in-charge to be amended and made good by the contractor at his own cost unless the engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default department may recover from the contractor the cost of making food the works.
31. From the commencement of the works to the completion of the same, they are to be under the contractor's charges. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary the same by fire or other cause and they hold the Govt. of India harmless for any claims for injuries to person or structural damage to property happening for any neglect, default, want proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
32. Where it will be found necessary by the Deptt. the site in-charge of the work shall issue an order book to the contractor to be kept at the site of the



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भारतीय पुरातत्त्व सर्वेक्षण/Archaeological Survey of India

जोधपुर मण्डल, जोधपुर/Jodhpur Circle, Jodhpur

work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the ASI officer in-charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signatures. Orders entered in this book and noted by the contractor's gent shall be considered to have been duly given to the contractor following the instruction of the Department. The order book shall be the property of the ASI and shall not be removed from the site of work without permission of the authority and to be submitted to the site in-charge every month.

33. The contractor shall conform in all respects by giving all notices and paying all fees with the provision of the rules and regulation of all public bodies and companies whose property right are affected or may be affected in any way by the works.
34. Payment of bill part or full is made through check measurement by the Engineer/site in-charge of Archaeological Survey of India.
35. 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.
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37. 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 bidder.
38. The contractors should quote the rate as per format provided in BOQ.
39. All required scanned documents to be certified and readable format.
40. In case any of the provision of the terms and conditions is violated, the contractor shall be liable to be black listed from the Government of India and Security/Performance Deposit will be forfeited.
41. Companies/Firms/Agencies having experience in working at heritage/ancient sites/monuments will be given preference.
42. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
43. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer in charge shall be communicated to the Engineer in charge.



अधीक्षण पुरातत्त्वविद्

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44. The President of India does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
45. GST or any other tax on material in respect of this contracts shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.
46. The contractor shall not be permitted to tender for work in ASI circle (responsible for award and execution for award and execution of the contracts) in which his near relative is posted as an officer in any capacity between the grades of S.A.E. and Assistant (both inclusive). He shall also intimate the names of persons who are working with him in capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in ASI or in the Ministry of Culture by the contractor should render him liable to be removed from the approved list of contractors of this Department.
47. The tender of works shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any bidder withdraws his tender before the said period or make any modifications in the terms and conditions of the tender, which are not acceptable to the department. Then the Government shall forfeit 100% of the said earnest money absolutely.
48. Contractors exempted from payment of EMD and SD in individual cases should attach with the tender an attested copy of competent authority letter exempting them from the payment of EMD and SD and should produce the original whenever called upon to do so.
49. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has /have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render the contractors tendering as well as witnessing the tender liable to summary rejection.
50. The bidders and any of his personnel or agents may contract the In-charge of sub circle 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.
51. At any time prior to the deadline for submission of tenders, the A.S.I, Jodhpur 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.
52. A bidder requiring any clarification regarding the tender documents may contract the S.A., A.S.I Jodhpur Circle (circlejdh.asi@gmail.com) through e-mail only. The queries will be responded which were received in 3 days

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prior to the deadline for submission of tenders. The queries will be uploaded in the web site www.jodhpurcircle.in only including a description of the enquiry but without mentioning the source of the enquiry. It is to be noted that no queries, clarifications will be received after the period stipulated above.

53. 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.
54. 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/modification has 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.
55. If any amendment is issued reasonable time will be given to bidders to take the corrigendum into account in preparing their tenders, in which case, the authority may extend the deadline for submission of tenders.
56. 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 detached in the tender documents shall be entertained.
57. The successful bidders will initiate and complete the work within the stipulated time. Any delay in initiation or completion will be allowed at the sole discretion of the S.A., ASI, Jodhpur Circle. If the request is rejected the work order may be cancelled or penalty may be levied.
58. At the discretion of the ASI, any delay beyond the approved time limit, will invite a penalty @0.2% of the order value per day of default. This amount will be deducted from the invoice.
59. The work will be checked at the field condition by ASI officials and expert committee for accurate performance.
60. **FORCE MAJEURE:** Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by ASI:
"If at any time, during the continuance of this contract, the performance in whole or 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 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 period exceeding 30 days either party may at its option terminate the contract”.

61. **ARBITRATION:** ASI and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work orders. If any dispute arise 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 DG ASI and the award of the arbitration, as the case may be shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re enactment, thereof. The arbitration proceeding shall be held in Jodhpur (Raj.)
62. **APPLICATION OF LAW:** The work order will be governed by the laws and procedures established by the Govt. of India within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
63. **Resolution of Disputes:** All disagreements, disputes, differences that may arise between the ASI and the bidder and which cannot be resolved through mutual negotiation 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 proceeding and arbitration shall be Jodhpur (Rajasthan), India.
64. **Jurisdiction:** The obligations and liabilities arising out of this contract shall be constructed in accordance with law of Union of India. The courts in Rajasthan shall have the exclusive jurisdiction to try all or any of the disputes.
- 1) **Notice:** Any notice given by one party to the pursuant to this contract/order shall be sent to the other party in writing or by cable telex, FAX or e-mail and confirmed in writing if possible to the other party's address specified in the contract.


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