

Section-1

Table — A: Time and Work Frame

NAME OF WORK: MW(C) TO SCIENTIFIC CLEARANCE AND STRUCTURAL REPAIR OF ANCIENT BRICK WALL WESTERN SIDE OF VILAYATIBAGH CEMETERY, LUCKNOW (FOR PROVIDING CASUAL LABOURS (SKILLED, SEMI SKILLED & UNSKILLED) FOR THE WORK)

Tender Reference No. : 5-3/647/16-17-LKO-III-C

Manual bids shall not be accepted.

CRITICAL DATE SHEET

1.	Publishing Date	12.10.2017	01.00 P.M.
2.	Document Download / Sale Start Date	12.10.2017	11.00 P.M.
3.	Seek Clarification Start Date	12.10.2017	11.00 A.M.
4.	Seek Clarification End Date	16.10.2017	3.00 P.M.
5.	Pre Bid Meeting Date	17.10.2017	3.00 P.M.
6.	Bid Submission Start Date	12.10.2017	01.00 P.M.
7.	Bid Submission Closing Date	24.10.2017	4.00 P.M.
8.	Bid Opening Date	26.10.2017	10:30 A.M.

Sir,

1. The Archaeological Survey of India invites Online Bids in the prescribed form under the Two Bid system Technical Bid and Financial Bid for supply of **Casual Labours (Skilled, Semi Skilled & Unskilled) for the execution of work under MW(C) Scientific clearance and structural repair of ancient brick wall western side of Vilayatibagh Cemetery, Lucknow.**
2. The system of e-tendering shall be adopted, comprising Technical Bid and the Financial Bid. **Document Download: Tender documents may be downloaded from CPPP site <https://eprocuregov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET.**
Technical Bid should, inter alia, contain all technical details of services and solutions to be provided along with such documentary proofs. Financial Bid should, inter alia, indicate item-wise price and other commercial / financial terms against the items mentioned in the Technical Bid,
3. **Bid Submission:**
Applicants/ intending or interested Bidders are invited to submit their online proposal after carefully reading the tender document by providing (a) Technical Bid, and (b) Financial Bid, separately, clearly mentioning (i) 'Technical Cover', and (ii) 'Financial Cover' respectively. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document **as given in CRITICAL DATE SHEET.**
Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
Bid documents may be scanned with 100 dpi with black and white option which help in reducing size of the scanned document.
4. **Earnest Money Deposit:**
The Hard Copy of original instruments in respect of cost of earnest money & tender fee must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow on or Bid opening date/ time as mentioned in critical date sheet. Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, FDR etc, against the submitted Bid. The offer without EMD will be rejected summarily. The earnest money should be in the form of FDR/DD drawn in favour of the **“SUPERINTENDING ARCHAEOLOGIST, ARCHAEOLOGICAL SURVEY OF INDIA”** drawn in Lucknow only of Canara Bank or any scheduled bank guaranteed by the Reserve Bank of India.
5. **Tender Fee: Rs. 500/ (non-refundable)-** (Rs. Five Hundred Only) Demadn Draft in the favour of **“SUPERINTENDING ARCHAEOLOGIST, ARCHAEOLOGICAL SURVEY OF INDIA”** drawn in Lucknow only of Canara Bank or any scheduled bank guaranteed by the Reserve Bank of India.
6. **Estimated Cost of Tender for the work Supply of Man Power (Casual Labour): Rs. 61,81,266/- (Rs. Sixty One Lakh Eighty One Thousand Two Hundred Sixty Six) Only**

Address for communication is as given below:

Contact Details:

Contact Person	Superintending Archaeologist
Address for communication	Office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9 th Floor, Hall No.1, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh

File No. 5-3/647/16-17-LKO-III-C
Government of India
Archaeological Survey of India
Office of Superintending Archaeologist, Lucknow Circle,
Hall No. 1, 9th Floor, Kendriya Bhawan,
Sector-H, Aliganj, Lucknow, Uttar Pradesh-226024
Phone No./Fax : 0522-2328220,E-mail : circlelucknow.asi@gov.in

**TENDER DOCUMENT FOR SUPPLY OF MANPOWER WORK AS CASUAL
LABOUR FOR EXECUTION OF CONSERVATION WORK UNDER MW(C) TO
SCIENTIFIC CLEARANCE AND STRUCTURAL REPAIR OF ANCIENT BRICK
WALL WESTERN SIDE OF VILAYATIBAGH CEMETERY, LUCKNOW**

1. Estimated cost of work: Rs. 61,81,266/- (Rs. Sixty One Lakh Eighty One Thousand Two Hundred Sixty Six) Only
2. Earnest Money: Rs. 1,00,000/- (Rupees One Lakh) Only
3. Security Deposit : Rs. 1,00,000/- (Rupees One Lakh) Only
4. Date of Opening of Technical Bid: 26/10/2017 at 10.30 A.M.
5. Time allowed for completion of work will be **120 days** from the date of issue of order, which may be extended by the competent authority as per requirement.
6. Place of Work: **Vilayatibagh Cemetery, Lucknow**
7. Details of labour for execution of work:-

Sl. No.	Description of manpower	Qty
	Supply of Casual Labours	
1	Skilled Labour (Mason/Painter/Carpenter/Black Smith/Plumber/Supervisor)	1278 Units
2	Semi Skilled Labour (Bandhani)	90 Units
3	Unskilled Labour (Beldar,/Chowkidar/Bhisti)	5984 units

Note: The number and type of casual labours to be engaged is subject to increase or decrease as per the requirement of the execution of work at site.

Sd/-
Superintending Archaeologist

File No 5-3/647/16-17-LKO-III-C
Government of India
Archaeological Survey of India
Office of Superintending Archaeologist, Lucknow Circle,
Hall No. 1, 9th Floor, Kendriya Bhawan,
Sector-H, Aliganj, Lucknow, Uttar Pradesh-226024
Phone No./Fax : 0522-2328220,E-mail : circlelucknow.asi@gov.in

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 and financially sound Manpower Companies/ Firms/ Agencies for providing services of casual labours at **Vilayatibagh Cemetery, Lucknow for a period of completion of work under MW(C) to Scientific clearance and structural repair of ancient brick wall western side of Vilayatibagh Cemetery, Lucknow** from date of award of contract, which is extendable for two more years on same terms and conditions for another work depending upon satisfactory work.
2. Complete e-tender document can be downloaded from the website of this Department i.e. www.asi.nic.in & <https://eprocuregov.in>.
3. Interested manpower providing Companies/ Firms/ Agencies may submit/ deposit the **Earnest Money Deposit (EMD) Rs. 1,00,000/- (Rupees One Lakh)** Only, tender fee Rs. 500/- and affidavit/declaration (attested with notary) on **24.10.2017 up to 4.00 P.M.** to the tender box at the **office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9th Floor, Hall No.1, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh.**
4. No e-tender shall be entertained after this deadline under any circumstances what so ever. The Technical Bid of tenders will be opened on **26.10.2017 at 10.30 A.M.** in the presence of authorised representative of Bidders as may wish to be personally present.

This ASI 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, Archaeological Survey of India in this regard shall be final and binding on all parties in all circumstances.

sd/-
(Superintending Archaeologist)
Archaeological Survey of India,
Lucknow Circle, Lucknow
For and on behalf of the President of India

Copy to:

1. Notice Board
2. Website of this Department i.e. www.asi.nic.in & <https://eprocuregov.in>

REQUIREMENT FOR TECHNICAL ELIGIBILITY

The Manpower Company / Firm / Agency should fulfill the following **ELIGIBILITY** requirement and furnish self attested copies of documents with technical bid.

S. No	DOCUMENTS REQUIRED FOR TECHNICAL ELIGIBILITY
1	The Registered Office or one of the Branch Offices of the Company/ Firm/ Agency should be located in Lucknow, Uttar Pradesh.
2	The Manpower Company / Firm / Agency should be registered with the appropriate registration authority.
3	1. The Company/ Firm/ Agency should have at least Three years experience in providing manpower to reputed Private Companies/ Public Sector Companies/ Banks and Government Department on the last date of submission of bid. 2. Out of above three years experience, at least one year experience is essential in Central Ministries/ Government offices/ Government organizations on the last date of submission of bid.
4	The Company/ Firm/ Agency should be registered with Service Tax Department.
5	Copy of GST number
6	The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
7	The Company/ Firm/ Agency should be registered with labour department.
8	Copy of PAN card
9	The Company/ Firm/ Agency should have Completed 3 orders of manpower supply during last three years and out of which at least one work order for providing minimum 50 Casual Labours (unskilled/semi skilled/skilled/highly skilled) in Ministries/ Government offices(central/state)/ Government organizations.
10	The Annual Turnover of the company should not be less than Rupees 1(one) crore in last 3 years i.e. 2014-15, 2015-16 and 2016-17 financial years.
11	The company should not have incurred losses in last three financial years.
11	Declaration regarding black listing as per format attached on stamp paper

QUALIFICATION AND REQUIREMENT FOR CASUAL LABOURS (HIGHLY SKILLED, SKILLED, SEMI SKILLED & UNSKILLED) TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/ FIRM/AGENCY PROPER DOCUMENTARY PROOF

1. Highly Skilled Labour (Artisan/Stone dresser):

- (i) He/ She should be not less than 18 years of age.
- (ii) He/ She should be work experienced of heritage building/monuments/sites and other highly skilled work i.e. cornice/floral design/ornamental plaster/stone flooring etc.

2. Skilled Labour (Mason/Painter/Carpenter/Black Smith/Plumber/Supervisor):

- (i) He/ She should be not less than 18 years of age.
- (iii) He /She should be work experienced of heritage building/monuments/sites in own fields.

3. Semi-Skilled Labour (Bandhani):

- (i) He/ She should be not less than 18 years of age.
- (ii) He/ She should be work experienced of heritage building/monuments/sites for erection of scaffolding.

4. Unskilled Labour (Beldar,/Chowkidar/Bhisti):

- (i) He/ She should be not less than 18 years of age.
- (ii) He/ She should be work experienced with **Artisan/Stone dresser/ Mason/ Painter /Carpenter /BlackSmith /Plumber/ Supervisor / Bandhani** during execution of work at heritage building/monuments/sites.
- (iii) He/ She should be work experienced of watch & ward during execution of work at heritage building/monuments/sites.

5. His/ Her antecedents should have been got verified by the agency from the local police authorities and a copy each of the character-in-Antecedent Report in respect of candidates may be furnished to this Department.

APPLICATION FOR TENDER

1	Name of Tendering Company/ Firm/ Agency (Attach certificate of registration)	
2	Name of proprietor/ Director of Company/ Firm/ Agency:	
3	Full Address of Regd, Office:	
	Telephone No.	
	Fax No.	
	E-Mail Address	
4	Full address of Operating Branch	
	Telephone No.	
	Fax No.	
	E-Mail Address	
5	(a) Banker of Company/ Firm/ Agency (Full Address) (Attach certified copy of statement of of A/c for the last three years)	
	(b) Telephone Number of Banker	
6	PAN/G1R No. (Attach attested copy)	
7	Service Tax Registration No/ GST registration, if any (Attach attested copy)	
8	E.P.F. Registration Number, if any (Attach attested copy)	
9	E.S.I. Registration Number, if any (Attach attested copy)	

10. Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof thereof. (Attach separate sheet if space provided is insufficient):

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

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

S. No	Details of client along address, telephone and FAX numbers	Amount value of Contract (Rs. in Lakhs)	Duration of Contract	
			From	To
1.				
2.				
3.				

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

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

Signature of authorized person

Date:
Place:

Name:
Seal:

DECLARATION

(on stamp paper of Rs. 100/-)

(Attested with notary)

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

APPLICATION FOR TECHNICAL BID
For providing Casual Labours

Name of Company/Firm/Agency:

S. No	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. Or BID DOCUMENT
1	The Registered Office or one of the Branch Offices of the Company/ Firm/ Agency should be located in Lucknow, Uttar Pradesh.	Proof of Address		
2	The Manpower Company / Firm / Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
3	1. The Company/ Firm/ Agency should have at least Three years' experience in providing manpower to reputed Private Companies/ Public Sector Companies/ Banks and Government Department on the last date of submission of bid. 2. Out of above three years' experience, at least one year experience is essential in Central Ministries/ Government offices/ Government organizations on the last date of submission of bid.	1. Copy of work order 2. Copy of work order		
4	The Company/ Firm/ Agency should be registered with Service Tax Department.	Copy of Registration Certificate/ Number		
5	Copy of GST Number	Copy of GST Number		
6	The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration Certificate/ Number		
7	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration Certificate/ Number		
8	Copy of PAN card	Copy of PAN		
9	The Company/ Firm/ Agency should have Completed 3 orders of manpower supply during last three years and out of which at least one work order for providing minimum 50 Casual Labours (unskilled/semi skilled/skilled) in Ministries/ Government offices(central/state)/ Government organizations.	Copy of work order and completion certificate		
10	The Annual Turnover of the company should not be less than Rupees 1(one) crore in last 3 years i.e. 2014-15, 2015-16 and 2016-17 financial years.	Certificate from Statutory Auditor, ITRs & balance sheet		
11	The company should not have incurred losses in last three financial years.	Certificate from Statutory Auditor		
11	Declaration regarding black listing as per format attached on stamp paper			

Date:
Seal:

Signature of authorized person
Full Name & Place

APPLICATION FOR FINANCIAL BID

For providing Casual Labours

1. Name of tendering Company/Firm/Agency:.....
2. Details of Earnest Money Deposit: D.D/P.O, No, & Date:
Drawn on Bank:
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 vide notification No. S.O.188(E) dated 19.01.2017 of Govt. of India, Ministry of Labour & Employment and read with CLC©'s Order No. 1/13(4)/2017-LS.II dated 20.04.2017 as applicable on the date of issue of this tender in the Lucknow, Uttar Pradesh for Casual Labours. Copy of notification may be enclosed.
4. The rate which is not in accordance of Minimum Wages Act, 1948 as applicable on the date of issue of this tender in the **Vilayatibagh Cemetery, Lucknow** for **Casual Labour** will not be accepted and financial bid shall not be considered.
5. The agency will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
6. Break up of rate

S. No.	Component of Rate	Amount in Rs. per person/ per day (in Rs.)		
		Skilled	Semi Skilled	Unskilled
i.	Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wage Act, 1948) for casual labour			
ii.	Employees Provident Fund @13.16 % of (i) above (if applicable)			
iii.	Employees State Insurance @4.75 % of (i) above (if applicable)			
iv.	Admin Services Charges % of (i) above			
v.	Total of i+ii+iii+iv above			
vi.	GST@ 18% of v above or as applicable			
vii.	Total v+vi above			
vi	Total rate per person per month (26 x vii above)			

Date:
Seal:

Signature of authorized person
Full Name & Place:

EVALUATION CRITERIA

1. The bidder who fulfills Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
2. The bidder who quotes lowest rate per person per month mentioned in para 6 (viii) of Application for financial bid will be declared LI.
3. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order in last 3 year for providing minimum 50 casual labours(Highly Skilled, Skilled & Unskilled) in Ministries/ Government offices (central/state)/Government organizations shall be declared LI .Copies of Order and completion certificate from employer shall be provided along with Technical Bid.
4. The work shall be awarded to the LI bidder.

Notes:

1. In cases where the bidder has submitted "NIL" **administrative service charges** the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28th January, 2014.
2. The payment shall be made an on monthly basis bated on attendances duly certified by concerned **Sub-Circle Incharge**.

TERMS AND CONDITIONS OF CONTRACT

GENERAL

1. The contract will be for a period of execution of work i.e. 120 days from the date of award of contract. The period of contract may further be extended for two more years on same terms and conditions for another work depending upon satisfactory work.
2. The ASI has requirement for services of casual labours who have experienced with above said works.
3. Bio-data of casual labour shall be submitted before commencement of services. Service Provider shall ensure that no Police/ Criminal case is there against casual labour. The Service provider shall be fully responsible for their integrity.
4. The tenderer whose tender is accepted will be required to furnish security deposit for the due fulfilment of his contract as below:-
 - i) In the case of works costing upto R s. 1,00,000/- to 10% of the estimated cost of work put to tender.
 - ii) In the case of works costing more than Rs.1,00,000/- and upto 2,00,000/- to 10% on the first Rs.1,00,000/- and 7 ½ % on the balance.
 - iii) In the case of works costing more than Rs.2,00,000/-, 10% on the first Rs.1,00,000/-, 7 ½ on the next Rs. 1,00,000/- and 5% on the balance, subject to a maximum of Rs. 1,00,000/- only.
5. The successful tenderer will have to deposit Performance Security Deposit as per above said of order value in the form of Bank Guarantee or Fixed Deposit Receipt (FOR) made in the name of the Company/ Firm/ Agency but hypothecated to the **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow** covering the initial period or Demand Draft in favour of **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow**. The FDR will have to be accordingly renewed by the successful tenderer.
6. Conditional bids shall not be considered and will be outrightly rejected in the very first instance.
7. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.
8. Payment shall be made by Service provider to **Casual Labours (Skilled/semi skilled/unskilled)** by 7th of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
9. Payment shall be made to the Contractor on monthly basis based on (I) Performance Certificate (ii) Attendance Record of Casual Labour (unskilled).
10. No placement charges shall be collected by the firm from the prospective candidates.
11. In case any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.
12. The Technical Bid of tenders will be opened on **16.10.2017 at 10.30 A.M.** in the presence of authorised representative of Bidders as may wish to be personally present..
13. The **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle,**

- Lucknow reserves the right to cancel any or all the bids without assigning any reason.
14. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract.
 15. The tenderer will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage, In case, any document furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.
 16. The Superintending Archaeologist, Archaeological Survey of India 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.
 17. All the personnel for **casual labours** to **Casual Labours (Skilled/semi skilled/unskilled)** deployed in this Department will be paid their wages on monthly basis by the Company/ Firm/Agency through individual bank accounts and documentary evidence will be submitted to ASI before the end of each month. ASI shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider, besides other legal actions.
 18. Whenever minimum wage is revised by the Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (Central), Shram Bhawan, ATI Campus, Udyog Nagar, Kanpur-208022, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the contractors administrative service charge percentage unchanged.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

19. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of casual labours (unskilled).
20. The contracting Company/ Firm/Agency shall furnish the following documents in respect of the individual casual labour (unskilled) who will be deployed by it in this Department before the commencement of work.
 - a. List of persons deployed;
 - b. Bio-data of the persons.
 - c. Attested copy of matriculation certificate containing date of birth;
 - d. Character certificate from two Group "A"/Class-I officers of the Central/State Government;
 - e. Certificate of verification of antecedents of persons by local police authority.
 - f. Identity Cards bearing photograph.
20. In case the persons employed by the successful Company/ Firm/Agency commits any act omission/ Commission which amounts to misconduct/indiscipline/ incompetence, the successful Company/ Firm/Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, if required by the Department.
21. The tendering Company/ Firm/ Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks,

incompetence, conflict of interest, improper conduct etc. on instructions of this Department.

22. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If, the person deployed by the manpower Agency shall have to mandatorily log-in his/her attendance on Aadhar-Enabled Biometric Attendance System (AEBAS) for which prior Aadhar enrolment is a mandatory condition. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, one-day wage shall be deducted.
23. The agency shall depute a coordinator who would be responsible for immediate interaction with ASI so that optimal services of the persons deployed by the agency could be availed without any disruption.
24. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day or leaving the job due to personal reasons.
25. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (agency).
26. The Service-providing Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed.
27. This Department shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
28. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
29. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc.
30. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
31. The manpower supplied under this Contract shall possess the qualification as mentioned in the tender.
32. Conditional bids shall not be considered and will be rejected in the first instance.
33. The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the Company/ Firm/ Agency.
34. In case the Company/Firm/Agency is asked to provide a substitute and it fails to do so within 3 (three) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.
35. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of ASI. The circumstances for change will be submitted in writing to ASI for approval in the first.
36. All assigned manpower will wear Identity card provided by ASI while performing all duties at the arranged place of work.
37. The contracting Company/ Firm/ Agency shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in ASI under the contract. Any such malpractice shall render the contracting Company/ Firm/ Agency liable for termination of contract.

38. The tenderer will be bound by the details furnished to the ASI while submitting the tenderor 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.
39. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
40. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If a deployed resource is on leave then the vendor shall provide a suitable substitute.
41. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency are availed without any disruption.
- 42.. It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the persons deployed by it in the ASI. The ASI will have no liability in this regard.
43. The Service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The ASI shall, in no way be responsible for settlement of such issued whatsoever.

LEGAL

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

FORCE MAJEURE

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

ARBITRATION

47. 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 arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by SA ASI on the 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 New Delhi, India.

APPLICABLE LAW

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocuregov.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 III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. SifyNCode / 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 login by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
2. Please go through the tender advertisement and the tender document carefully to

understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

3. Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
2. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as 'offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.
6. The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
7. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive 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 buyers/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 & time of submission of the Bid with all other relevant details.
10. The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Mobile Number - +91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

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TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
The Superintending Archaeologist,
Archaeological Survey of India,
Lucknow Circle, Lucknow

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: 5-3/645/16-17-LKO-III-C

Name of Tender / Work: MW(C) TO SCIENTIFIC CLEARANCE AND STRUCTURAL REPAIR OF ANCIENT BRICK WALL WESTERN SIDE OF VILAYATIBAGH CEMETERY, LUCKNOW (FOR PROVIDING CASUAL LABOURS (SKILLED, SEMI SKILLED & UNSKILLED) FOR THE WORK)

Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:.....as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No..... to.....(including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.
4. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)