

REQUEST FOR PROPOSAL

NAME OF WORK: PROVIDING MAN POWER (MAZDOOR) TO
ARCHAEOLOGICAL SURVEY OF INDIA, BEKAL FORT AT PALLIKERE UNDER
THRISSUR CIRCLE

REFERENCE NUMBER: 21/MP-BKL/2020



GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGY SURVEY OF INDIA

(Signature of bidder along with seal)

SECTION – 1 - TABLE –A: TIME AND WORK FRAME
 NAME OF WORK: PROVIDING MAN POWER (MAZDOOR) TO ARCHAEOLOGICAL SURVEY OF INDIA,
 BEKAL FORT AT PALLIKERE UNDER THRISSUR CIRCLE

(Manual Bids shall not be accepted)

CRITICAL DATE SHEET – TENDER TIME SCHEDULE

1	Date of issue of Tender	12/02/2020
2	Bid Document Download/ Sale/Submission Start Date	13/02/2020 at 10:00 AM
3	Bid document download close/end date	05/03/2020 at 10.00 AM
4	Bid submission End Date	05/03/2020 at 10.00 AM
5	Date of opening of bid	06/03/2020 at 10.00 AM
6	Validity of Bid/Date of Tender acceptance	20 days from the date of opening
7	Price of Tender-Demand Draft	(i) Rs.500.00 in favour of Superintending Archaeologist, ASI, Thrissur circle for cost of Tender (non-refundable)
8	Earnest Money Deposit (EMD)- Demand Draft	(ii) Rs.20,000/- in favour of Superintending Archaeologist, ASI, Thrissur circle (refundable)
9	(i)	DD hard copy (original) of 1) Rs.500/- & 2) Rs.20,000/- must be delivered in sealed cover and should either drop in the tender box or reach on or before 06/03/2020 at 10.00 AM as mentioned in critical date sheet. Tender shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted Bid.
	(ii)	The offer without EMD will be summarily rejected.
	(iii)	EMD is to be enclosed by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture (Necessary valid certificate/supporting documents should be uploaded)
10	Lease Contract agreement to be executed	Within 15 days from the date of Award of Contract (AoC) issued.
11	Date of submission of Performance Guarantee Certificate/Security Deposit	Within 15 days from the date Award of Contract (AoC) issued
12	Lease Contract period	6 Months
13	Estimated Amount	Rs.15,33,854/- (Rupees Fifteen lakhs Thirty three thousand eight hundred and fifty four only)

(Signature of bidder along with seal)

Dear 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 providing man power (Mazdoor) to archaeological survey of India, Bekal fort at Pallikere under Thrissur circle.
2. The System of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid. **Document Download: Tender documents may be downloaded from CPPP 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
3. **Bid Submission:** Applicants/ intending or interested Bidders are invited to Submit their online proposal after carefully reading the Request for Proposal (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 data sheet. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. **Earnest Money Deposit:** The Hard Copy of original instruments in respect of Tender cost and earnest money must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur on or Bid opening date/time as mentioned in critical date sheet, Tender shall likely to be liable for legal action for non-submission of original payment instruction like DD etc. against the submitted Bid. The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders except those-

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- who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture
5. The Tender cost and EMD will be submitted separately in the favour of S.A, A.S.I, Thrissur Circle, Thrissur should be deposited in the shape of Demand Draft of nationalized bank only.
 6. Addresses of Communication are as below

Contact Details

Contact Person	Address for Communication
Superintending Archaeologist	Office of the Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Puratattva Bhavan, FF 19 (a), KSHB Flats, Pullazhy, Thrissur-680 012, Kerala Fax: 0487-2360112 Telephone: 0487-2365616 / 2361316 Website: www.asithrissurcircle.in E-mail: circlethrissur.asi@gov.in
Conservation Assistant for work location	Office of Conservation Assistant, Archaeological Survey of India, Kannur sub circle, ST Angelo fort, Kannur-670017 Telephone: 0497-2732578

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F. No. 21/MP-BKL/2020

Government of India
Archaeological Survey of India, Thrissur Circle
Puratattva Bhavan, Thrissur
Thrissur- 680 012

TENDER DOCUMENT

Name of Work: Providing man power (Mazdoor) to Archaeological Survey of India, Bekal fort at Pallikere under Thrissur circle

Sl. No.	Name of Monument	Number of Manpower (Mazdoor)
1	Bekal fort at Pallikere	10 (Ten) units per day as per requirement*

* Archaeological Survey of India, Thrissur circle reserves its right to regulate the scale up and down of units per day as per the availability of funds and need of work and the payment will be as per actual quantity and the contractor will not have any claim beyond the actual along with stand in the same terms and conditions specified in this Tender documents.

(Signature of bidder along with seal)

F. No. 21/MP-BKL/2020, Government of India, Ministry of Culture,
Archaeological Survey of India, Thrissur Circle, Thrissur.

TENDER NOTICE

The Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur on behalf of the President of India, invite Tender through online only at CPPP web site: <https://eprocure.gov.in/eprocure/app> as per schedule on critical date sheet (Manual bids shall not be accepted). Name of work: Providing man power (Mazdoor) to Archaeological Survey of India, Bekal fort at Pallikere under Thrissur circle

Name of Monument / Location	Number of Manpower (Mazdoor)	Period of contract	Estimated Amount	Tender Form cost	E.M.D.	Last date and Time for submission of Tender	Date and Time for opening the Tender
Bekal fort at Pallikere, District Kasargode, Kerala state	10 (Ten) units per day	6 Months	Rs. 15,33,854	Rs.500 (Non-Refundable)	Rs.20,000 (Refundable)	05/03/2020 @ 10.00 AM	06/03/2020 @ 10.00 AM

Online Tenders of the Firm/Agency/Contractors/company, which are received without Earnest money Deposit, will be summarily rejected. The Demand Draft (issued on or before last date of selling the tender form) should be in favour of the “Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur” payable at Thrissur. DD’s should send to this office before opening date in sealed covers along with tender details super scribed on envelope. Terms and Conditions and tender documents are also available on web site: <https://eprocure.gov.in/eprocure/app>; www.asi.nic.in and www.asithrissurcircle.in which may be downloaded and uploaded along with the cost of tender form. If the date of opening of the tender happens to be holiday or if any, the tenders will be opened on the next working day. The right to accept or reject any or all tenders including lowest one without assigning any reasons thereof is reserved. Canvassing in any form would be considered as demerit and the tender is liable to be cancelled.

Sd/-

Superintending Archaeologist (I/c)

Archaeological Survey of India, Thrissur Circle, Thrissur

For and on behalf of the President of India

Copy and Uploaded in:

1. <https://eprocure.gov.in/eprocure/app>
2. www.asi.nic.in
3. www.asithrissurcircle.in.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The SA, ASI, Thrissur circle requires E-Tender from reputed well established and financially sound Manpower providing Companies/ Firms/ Agencies for man power to Archaeological Survey of India, Bekal fort at Pallikere under Thrissur circle.
2. The contract will be for a period of 6 months from the date of award of Contract. The period of contract may further be extended depending upon satisfactory work on yearly basis as per the decision of Head of office.
3. The engagement of services shall be purely on contract basis.
4. This tender is only meant for supply of manpower. The work will be executed by Site In-charge at Bekal fort at Pallikere, Archaeological Survey of India, Thrissur Circle.
5. The running payment will be made as per rules of ASI. The Contactor should supply the Labour as and when required as per the direction of site In-charge.
6. The contract is subject to availability of funds, if funds are exhausted, the tender can be terminated at any time after serving one month notice.
7. The tenderer shall have to submit a details / declaration stating that he/she is not a relative of any serving employee under of ASI, Thrissur circle jurisdiction.
8. Bio-data of Man power shall be submitted before Commencement of services. Services Provider shall ensure that no Police/ Criminal case is there against them. The Services provider shall be fully responsible for their integrity.
9. The Eastern Money Deposit (EMD) of Rs. 20,000/- Refundable (without interest) should necessarily be kept in the sealed cover containing Technical Bid of the agency, failing which the tender shall be rejected summarily.

(Signature of bidder along with seal)

10. The Successful tender will have to deposit Performance Security Deposit of 10% of order value in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) made in the name of the Company/ Firm/ Agency but hypothecated to the PAO, Office of SA, ASI, Thrissur circle, Thrissur covering the initial period or Demand Draft in favour of SA, ASI, Thrissur circle, Thrissur. The FDR will have to be accordingly renewed by the successful tender. It will be refunded according to Govt. rules.
11. The tendering Companies/ Firms/ Agencies are required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ out-rightly rejected and will not be considered any further:-
 - a) Registration certificate
 - b) Copy of PAN/ GIR card
 - c) Copy of IT return filled for the last three financial years
 - d) Copies of the EPF and ESI Registration certificates
 - e) Copies of the GST registration certificate
 - f) Copy of registration with Labour Department
 - g) Proof of annual turnover of the firm for the last three years ending on 31/03/2019
 - h) Declaration regarding black listing as per format attached
12. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
13. No accommodation / transportation facility at the site will be provided by ASI.
14. The payment of Labours on national holidays i.e. 26th January, 15th August and 2nd October will be made as per rule.
15. ASI shall have the right to ask for removal /replacement of any person of the agency, who is not found to be suitable and orderly in the discharge of his/her, duty.
16. The agency staff shall carry out duties as are entrusted to them by ASI from time to time under the supervision of site In-charge.

(Signature of bidder along with seal)

17. The tenderers will have to submit Affidavit to the office in respect of all types of payments such as wages payment, EPF, ESI, Labour and employer contribution, Goods and Service tax, if any.
18. All the wages and allied benefits like PF, Bonus etc. are to be paid by the agency.
19. Payment will be made to the contractor by furnishing the bill after obtaining from the concerned site In-charge.
20. The firms which do not meet minimum wages criteria will not be considered and they will be treated as ineligible.
21. The working time of the labourers will depending as per the requirements of For. The nature of work as per the instructions and directions of site In-charge.
22. Tenders not conforming to the requirements mentioned in the tender form will be rejected and no correspondence shall be entertained in this regard.
23. All entries in the tender form should be legible and filled is clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
24. Payment shall be made by Services provider to Man power by 07th of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
25. Payment shall be made to the Contractor on month basis based on
 - (i) Completion Certificate
 - (ii) Attendance Record of supply Man power.
26. No placement charges shall be collected by the firm from the prospective Labourers.
27. In case any of the above provisions are violated, the company shall be liable to be blacklisted from the Government of India.

(Signature of bidder along with seal)

TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING COMPANY/FIRM/AGENCY

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

Sl. No	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/NO	PAGE NO OF BID DOCUMENT
1	The Manpower Company / Firm/ Agency should be registered with the appropriate registration authority.	Copy of Registration certificate		
2	The Registered office or one of the branch offices of the Company/ Firm/ Agency should be located in Kerala State.	Copy of Address proof		
3	1. The Company/ Firm/ Agency should have at least Three years' experience in providing manpower to reputed Private Companies/ Public Sector Companies and Government Department on the last date of submission of bid. 2. Out of above three years' experience at least one years' experience in Central Ministries/ Government Offices/ Government organizations	1. Copy of work order 2. Copy of work order		
4	The Company/ Firm/ Agency should be registered with GST Department.	Copy of Registration certificate/Number		
5	The Company/Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration certificate/Number		
6	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration certificate/Number		
7	Copy of PAN card	Copy of PAN		
8	The Company/Firm/Agency should have completed three work orders of manpower supply during last three years and out of which at least one work order for providing minimum 30 Man power supply in Ministries/ Government offices/Government Organizations	Copy of work order number and completion certificate		
9	Original DDs of Tender cost and EMD	Scanned Copy of DDs		
10	Those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture for Tender Cost and EMD exemption	Necessary valid certificate/ supporting documents should be uploaded		
11	The Annual Turn Over of the company in last 3 years i.e. 2016-17, 2017-18 and 2018-19- Financial years.	Details to be given		
12	Tender Acceptance Letter	To be given in Company's Letter Head		
13	Declaration	Copy of Declaration		

(Signature of bidder along with seal)

DOCUMENTARY PROOF

1. He/ She should be completed 18 years of age and not above the age of 60 years and physically fit to the discharge of duties.
2. 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.

(Signature of bidder along with seal)

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

A/c for the last three years)
(b) Telephone Number of Banker

6. PAN/GIR No
(Attach attested copy)
7. GST registration No., _____
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)	Remarks, if any
2016-17		
2017-18		
2018-19		

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

Si. 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:

Name:

Place:

Seal:

DECLARATION

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

APPLICATION FOR TECHNICAL BID

Name of Work: Providing man power (Mazdoor) to Archaeological Survey of India, Bekal fort at Pallikere under Thrissur circle. Name of tendering Company/Firm/Agency: -----

Sl. No	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/NO	PAGE NO OF BID DOCUMENT
1	The Manpower Company / Firm/ Agency should be registered with the appropriate registration authority.	Copy of Registration certificate		
2	The Registered office or one of the branch offices of the Company/ Firm/ Agency should be located in Kerala State.	Copy of Address proof		
3	1. The Company/ Firm/ Agency should have at least Three years' experience in providing manpower to reputed Private Companies/ Public Sector Companies and Government Department on the last date of submission of bid. 2. Out of above three years' experience at least one years' experience in Central Ministries/ Government Offices/ Government organizations	1. Copy of work order 2. Copy of work order		
4	The Company/ Firm/ Agency should be registered with GST Department.	Copy of Registration certificate/Number		
5	The Company/Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration certificate/Number		
6	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration certificate/Number		
7	Copy of PAN card	Copy of PAN		
8	The Company/Firm/Agency should have completed three work orders of manpower supply during last three years and out of which at least one work order for providing minimum 30 Man power supply in Ministries/ Government offices/Government Organizations	Copy of work order number and completion certificate		
9	Original DDs of Tender cost and EMD	Scanned Copy of DDs		
10	Those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture for Tender Cost and EMD exemption	Necessary valid certificate/ supporting documents should be uploaded		
11	The Annual Turn Over of the company in last 3 years i.e. 2016-17, 2017-18 and 2018-19- Financial years.	Details to be given		
12	Tender Acceptance Letter	To be given in Company's Letter Head		
13	Declaration	Copy of Declaration		

Date
Seal

Signature of Authorized person

APPLICATION FOR FINANCIAL BID

Name of Work: Providing man power (Mazdoor) to Archaeological Survey of India, Bekal fort at Pallikere under Thrissur circle

1. Name of tendering Company/Firm/Agency: -
2. Details of Earnest Money Deposit:

D.D/P.O. No. & Date:

Drawn on Bank:

1. For the purpose of comparison of rates in the financial bid, rates to be quoted in accordance with the Minimum Wages as Notified by the Kerala State Government circular order No.81/2019/Finance, Dated 09/07/2019) as applicable on the date of issue of this tender in Kerala State for Manpower supply Copy of notification may be enclosed.
2. The rates which are not in accordance of Minimum Wages as Notified by the Kerala State Government circular order as applicable on the date of issue of this tender for supply of man power will not be accepted and financial bid shall not be considered.
3. The agency will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
4. For the purpose of comparison of rates in the Financial Bid, the Bidders shall quote the Minimum Wages as Notified by the Kerala State Government circular order No.81/2019/Finance, Dated 09/07/2019). However actual amount payable to the Bidder shall not be less than Minimum Wages as per rules applicable in the respective states/city as per Ministry of Labour and Employment. The higher rates shall be protected and treated as minimum rate of wages. For the purpose of evaluation of financial bid, the Bidders-

(Signature of bidder along with seal)

-shall be required to submit copy of the latest notification of Minimum Wages as Notified by the Competent Authority of Minimum wages based on which rates the financial bid is to be quoted.

5. Break up of rate

Sl. No.	Component of Rate	Amount in Rs .per person/ per day
	Daily Wage Rate including existing Dearness Allowance (in accordance with minimum waged notified by the Kerala State Government circular order No.81/2019/Finance, Dated 09/07/2019)	Rs.660 (This rate is only for reference. Bidders may quote in Sl.No.1 required rate according to circular order)
1	Daily Wage Rate (uploaded the copy of the latest notification of Minimum Wages as Notified by the Competent Authority based on which rates Sl. No.1 is to be quoted.	
2	Employees Provident Fund @13% on Sl. No.1 above	
3	Employees State insurance @ 3.25 % on Sl. No.1 above	
4	Contractors Service Charge / Agency Profit _____% on Sl. No.1 Above**	
5	Total of 1+2+3+4 above	
6	GST @18% on Sl. No. 5 above as applicable	
7	Total on Sl. No.5+6 above	
8	Total rate per person per month (26 x Sl. No.7 above)	

** The bidder should note that all kind of charges / profit required by the company / agency for providing man power is to be included in the service charges and that no other hidden charges are to be claimed / recovered on any other account. In cases where the bidder has submitted "NIL" service Charges (Sl.No.4) 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.

Date:

Signature of Authorized person:

Seal:

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 Sl. No. 08 of Application for financial bid will be declared L1
3. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order in last three years for providing minimum 30 Man power supply Ministries/Government offices/Government organizations and more annual turnover shall be declared L1 Copies of Order and completion certificate from employer shall be provided along with Technical Bid.
4. Further clarification of tie in lowest rate, each bidder shall be assigned different marks out of a total of 75 marks, as per the criteria specified below.

(i)	Number of years in working (except Heritage building)	Max 25 Marks
	(a) Up to 3 years	05 Marks
	(b) 3 to 5 years	15 Marks
	(c) 5 years above	25 Marks
(ii)	Number of years working in Heritage building	Max 25 Marks
	(a) Less than 3 years	05 Marks
	(b) 3 to 5 years	10 Marks
	(c) 5 to 10 years	15 Marks
	(d) 10 years above	25 Marks
(iii)	Turnover (Last financial year)	Max 25 Marks
	(a) Less than 20 Lacs	05 Marks
	(b) 20 Lac to 50 Lacs	10 Marks
	(c) 50 Lacs to 1 Crore	15 Marks
	(d) 1 Crore above	25 Marks

5. The work shall be awarded to the L1 bidder.

(Signature of bidder along with seal)

TERMS AND CONDITION OF CONTRACT

GENERAL

1. The Contract may be extended, on the same terms and conditions for a further period on satisfactory performance according as decision by Superintending Archaeologist, ASI, Thrissur circle.
2. The tender 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. 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.
4. All the personnel for Man power 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.
5. Whenever minimum wages is revised by the Chief Labour Commissioner, Govt. of India as applicable the rate in the contract and the consequential statutory payment shall automatically get revised keeping the Contractors service Charge unchanged.

(Signature of bidder along with seal)

6. Lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider. Quantum of penalty will be decided in individual cases and decision of the competent authority, shall be final and binding. In case of failure to commence the service on the stipulated time / date, the EMD and Security deposit shall be forfeited. In case of failure to carry out the service to the satisfaction of ASI as per the terms and conditions they will be free to get service done by any other agency at the cost and risk of the service provider.
7. The ASI reserves the right to reject any or all offers, including those received late of DD's, and or, those which have incomplete information(s) without assigning any reason whatsoever.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

8. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of Man power.
9. The contracting Company/ Firm/ Agency shall furnish the following documents in respect of the individual Man power who will be deployed by it in this Department before the Commencement of Work
 - a. List of persons deployed
 - b. Bio-data of the person
 - c. Attested copy of matriculation certificate containing date of birth
 - d. Character certificate from two Group "A"/ Class-I officer of the Central/State Government.
 - e. Certificate of verification of antecedents of persons by local police authority.
 - f. Identity Cards bearing photograph.

(Signature of bidder along with seal)

10. In case the person employed by the successful Company/ Firm/ Agency Commits any act commission/ 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.
11. The tendering Company/ Firm/ Agency shall replace immediately any of its personnel who are found unaccepted to this Department because of Security risks, in Competence, Conflict of interest, improper conduct etc. on instructions of this Department.
12. 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 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.
13. The agency shall depute a coordinator who would be responsible for immediate interaction with ASI officials so that optimal services of the persons deployed by the agency could be availed without any disruption.
14. 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.
15. 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.
16. The service providing agency 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 issued whatsoever.

(Signature of bidder along with seal)

17. This Department shall not be responsible for any damages, losses, claims, financial or injury/accidents to any other person deployed by service providing agency in the course their performing the functions/duties, or for payment towards any compensation.
18. 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.
19. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum Wages, GST, provident fund and Employees state Insurance etc.
20. The tenderer should take care that the rate and amount should be written in such a way that interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.
21. 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.
22. The Contract shall commence within 07 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.
23. 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.

(Signature of bidder along with seal)

24. 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.
25. 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.
26. The tender 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.
27. Authority reserves right to terminate the contract during the period of Contract after giving a month notice to the agency.

LEGAL

28. 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 wages to the labour and EPF/ESI etc. with concerned authorities every month as an evidence of payment in the accounts of persons deployed.
29. 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.

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30. The provisions of any Labour act as amended from time to time will be applicable to the vendor and the assigned employees to ASI.

FORCE MAJEURE

31. Force majeure clause will be 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 restriction, 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 DG 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 be at its option terminate the Contract".

ARBITRATION

32. 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-

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-Connection with the work order, if any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general Or the Special conditions, such dispute shall be referred to the arbitrator as appointed by 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 there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

APPLICABLE LAW

33. The Work order will be governed by the laws and procedures established by the Govt. of India, within the frame of applicable legislation and enactment made from time to time Concerning Such commercial dealings/processing.

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidder in registering on the CPP Portal, prepare their bids 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) Bids are required to enroll 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 Bidder will be required to choose a unique username and assign a password for their accounts.
- 3) Bidder are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Bidder 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 (eg. Sify/ NCode/Emudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

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- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search option 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 Bidder 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.

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 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 name and content of each of the document that need

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- 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/DWE/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 "MySpace" 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 instruction 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-

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- tender documents. The Details of the DD/any other accepted instrument, physically sent, should along 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 required 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 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 Bidder should follow this time during Bid Submission.
 - 7) All the documents being submitted by the Bidder would be encrypted using PKI encryption technique 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

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- 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 Bidder 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 related to the tender documents and the term 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 - +918826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

(Signature of bidder along with seal)

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

Date:

To

Sub: Acceptance of Terms and Conditions of Tender

Tender Reference No:

Nature of Tender/Work:

Dear Sir,

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

2. _____

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

3. I/ We hereby certify that I/ we have read the entire terms and conditions of the tenders documents from Page No. _____to_____ (including all the 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.

4. 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 given 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)