

**REQUEST FOR PROPOSAL**

**LEASING OUT THE RIGHT FOR SELLING SOFT DRINKS, ICE CREAMS, BOTTLED WATER, PACKED ITEMS ETC. INSIDE THE PROTECTED AREA OF FORT ST.ANGELO, KANNUR DISTRICT UNDER THRISSUR CIRCLE FROM 01/04/2020 TO 31/03/2021**

**TENDER REFERENCE NUMBER: 04/AUC-KNR/2020**



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

(Bidder Name and Signature)

**Section – 1**  
**Table – A: Time and Work Frame**  
**LEASING OUT THE RIGHT FOR SELLING SOFT DRINKS, ICE CREAMS, BOTTLED WATER,**  
**PACKED ITEMS ETC. INSIDE THE PROTECTED AREA OF FORT ST.ANGELO, KANNUR**  
**DISTRICT UNDER THRISSUR CIRCLE FROM**  
**01/04/2020 TO 31/03/2021**

**MANUAL BID WILL NOT BE ACCEPTED**

**CRITICAL DATE SHEET**

1	Date of issue of Tender	20/02/2020
2	Bid Document Download/ Sale/Submission Start Date	21/02/2020 at 10:00 AM
3	Bid document download close/end date	16/03/2020 at 10:00 AM
4	Bid submission End Date	16/03/2020 at 10:00 AM
5	Date of opening of bid	17/03/2020 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.9,200/- in favour of Superintending Archaeologist, ASI, Thrissur circle (refundable)
9	(i)	DD hard copy (original) of 1) Rs.500/- & 2) Rs.9,200/- must be delivered in sealed cover and should either drop in the tender box or reach on or before <u>17/03/2020</u> at 10:00 hours 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 Organisation, 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	01/04/2020 to 31/03/2021.
13	Minimum Auction Amount	Rs. 3,68,160/- (Rupees Three Lakhs sixty eight thousand one hundred and sixty only) (Including GST)

(Bidder Name and Signature)



Dear Sir,

1. The Archaeological Survey of India invites online bids in the prescribed form for Leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur district under Thrissur Circle from 01/04/2020 to 31/03/2021.
2. No tender shall be entertained after this deadline under any circumstances whatsoever. The Bid of tenders will be opened on 17/03/2020 10.00 hours at office of the Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur in the presence of authorised representative of Bidders as may wish to be personally present or who are present on the spot at that time.
3. ASI reserved 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 Superintending Archaeologist, ASI, Thrissur Circle in this regard shall be final and binding on all parties in all circumstances.
4. The Firm/Agency/Contractors/company should take utmost care and to see that no damage is caused to any part of the monument. Failure, action will be taken against them as per violation of AMASR (A&V) Act 2010.
5. 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 Bid Form. In the Bid Application must be initialled the person authorized to sign the tender bids.
6. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
7. All the rates including all taxes shall be quoted on the proper form of the tender alone.
8. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the officer in-charge of ASI shall be communicated to the Superintending Archaeologist.
9. All taxes in respect of this contracts shall be payable by the bidder and Government will not entertain any claim whatsoever in this respect.

(Bidder Name and Signature)



10. The Bidder with relatives working for ASI who are responsible for award and execution of work contracts shall not be permitted to tender for works in the Archaeological Survey of India. He shall also intimate the names of persons who are working with him in capacity or are subsequently employed by him, who are near relatives to any Gazetted officer in ASI or in the Ministry of Culture. Otherwise he will be liable to be removed from the approved list of Firm/Agency/Contractors/company of this department. The Bidder shall give a list of Non-Gazetted employees related to him.
11. Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in a Engineering Department of the Government of India is not allowed to work as a contractor for a period of Two years of his retirement from Government service without the prior permission of the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service.
12. The tender of works shall remain open for acceptance for a period of 20 days from the date of opening of tenders. If any tenderer 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 EMD.
13. The Bidder exempted from payment of EMD/PGC/SD in individual cases should upload proof of record with tender documents and an attested copy of the certificates from concerned organization should produce the original whenever called upon to do so.
14. The tender for shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have rendered for the same work. Failure to observe this condition would render of the contractors tendering as well as witnessing the tender liable for rejection.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and contract clauses annexed hereto so far as applicable and or in detail thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the said conditions.

(Bidder Name and Signature)



A sum of Rs.....&.....  
(Rupees.....&.....  
....) are herewith uploaded (Scanned copy) / attached / forwarded in DD vide number  
.....&..... Dated.....&..... as Cost of Tender &  
Earnest Money respectively. If I/We fail to commence the work as specified in the above  
memorandum or I /We fail to deposit the amount of security deposit/Performance  
Certificate specified in the above memorandum in accordance with conditions of the  
contract. I/We agree that the President of India or his successor in office shall/without  
prejudice to any other right or remedy, be at liberty to forfeit the said EMD shall be retained  
by him towards such security /PG deposit. I/We further agree that the said President of  
India or his successor in office shall be at liberty to cancel the acceptance of the tender if  
I/We fail to deposit security/PG amount as aforesaid.

Place:

**Dated signature of the Bidder**

PAN number:

Phone number:

Mobile number:

Dated Signature & address of witness to signature of Tenderer:

**OFFICE USE**

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

Dated Signature of the officer by whom the tender is accepted

**Date:**

**Superintending Archaeologist (I/c),  
Archaeological Survey of India,  
Thrissur circle, Thrissur**

**Address for communication, are as given below:-**

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: <a href="http://www.asithrissurcircle.in">www.asithrissurcircle.in</a> E-mail: <a href="mailto:circlethrissure.asi@gov.in">circlethrissure.asi@gov.in</a>
Conservation Assistant (only for work location for Fort St. Angelo, Kannur)	Office of the Conservation Assistant, Archaeological Survey of India, Kannur Sub Circle, Fort St. Angelo, Kannur – 670 017 Telephone: 0497-2732578

(Bidder Name and Signature)



**F. No. 04/AUC-KNR/2020**  
**Government of India, Ministry of Culture**  
**Archaeological Survey of India,**  
**Thrissur Circle, Thrissur**

**TENDER DOCUMENTS**

NAME OF WORK: LEASING OUT THE RIGHT FOR SELLING SOFT DRINKS, ICE CREAMS, BOTTLED WATER, PACKED ITEMS ETC. INSIDE THE PROTECTED AREA OF FORT ST.ANGELO, KANNUR DISTRICT UNDER THRISSUR CIRCLE FROM 01/04/2020 to 31/03/2021.

<b>Name of Monument / Location</b>	<b>Category of work</b>
Fort St. Angelo, Kannur District, Kerala state.	Leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur District under Thrissur circle from 01/04/2020 to 31/03/2021.  (A board mentioning the MRP rates of different selling things should be displayed visibly kept for the public view)

(Bidder Name and Signature)



F. No. 04/AUC-KNR/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: LEASING OUT THE RIGHT FOR SELLING SOFT DRINKS, ICE CREAMS, BOTTLED WATER, PACKED ITEMS ETC. INSIDE THE PROTECTED AREA OF FORT ST.ANGELO, KANNUR DISTRICT UNDER THRISSUR CIRCLE FROM 01/04/2020 to 31/03/2021**

Name of Monument / Location	Period of contract	Minimum Auction Amount	Tender Form cost	Earnest Money Deposit (E.M.D)	Last date and Time for submission of online Tender	Date and Time for opening the E-Tender
Fort St. Angelo, Kannur District, Kerala State, Pin: 670013	One year from 01/04/2020 to 31/03/2021.	Rs.3,68,160/- (Including GST)	Rs.500 (Non-Refundable)	Rs. 9,200/- (Refundable)	16/03/2020 @ 10.00 AM	17/03/2020 @ 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 on 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](http://www.asi.nic.in) and [www.asithrissurcircle.in](http://www.asithrissurcircle.in) which may be downloaded and submitted 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 highest one with 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](http://www.asi.nic.in),
3. [www.asithrissurcircle.in](http://www.asithrissurcircle.in),
4. Notice Boards of circle office and all sub-offices under ASI, Thrissur circle,
5. Leading Daily newspaper in Malayalam and English in all editions of Kerala State.





## SCOPE OF WORK FOR TENDERERS

### 1. SCOPE:

- (a) The Archaeological Survey of India (here in after referred to 'ASI') Thrissur circle invites online bids from reputed, well established and financially sound Agency/Contractor/Firm/Company/Individual. Bid for leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur District under Thrissur circle from 01/04/2020 to 31/03/2021.
- (b) The contract will be for a period from 01/04/2020 to 31/03/2021.
- (c) The main purpose of the canteen cum refreshment/cafeteria area to lease out is to provide essential and necessary items like drinking water, refreshments, exquisite delicious food/packed items etc to tourists visiting the centrally protected monuments at Fort St. Angelo, Kannur District. General and normal foot fall of the tourists is averagely calculated as seven hundred and fifty per day;
- (d) Sale of permitted food/ soft drinks/ice-cream are allowed in the refreshment/cafeteria; Sale of alcoholic beverage/ cigarette/pan masala/Government prohibited items etc. will not be permitted.
- (e) Taxes (GST, if any) are applicable as per Government norms.
- (f) 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 Agency/Contractor/Firm/Company but hypothecated to the PAO, Hyderabad covering the initial period or Demand Draft in favour of SA, ASI, Thrissur circle, Thrissur - 680012. The FDR will have to be accordingly renewed by the successful tender.
- (g) The tendering Agency/Contractor/Firm/Company are required to upload online only (Hard copies shall not be accepted) along with the tender documents along with the Bid, failing which their bids shall be summarily/out-rightly rejected at the initial stage itself and will not be considered any further:
- (h) Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
- (i) In case any of the above provisions are violated, the Contractor shall be liable to be blacklisted from the Archaeological Survey of India organization / Government of India.
- (j) The Superintending Archaeologist, ASI, Thrissur Circle, Thrissur 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 Superintending Archaeologist, ASI, Thrissur circle in this regard shall be final and binding on all parties in all circumstances.

(Bidder Name and Signature)

- (k) The Agency/Contractor/Firm/Company will be permitted to attend at the time of E-Tender opening as mentioned in critical date sheet.
- (l) The works and the deduction of voids will be as per CPWD specifications, IS code and Archaeological Survey of India works code/manual/Specifications etc.

## **2. DOCUMENT TO DOWNLOAD**

The System of e-tendering shall be adopted. 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.

## **3. BID SUBMISSION:**

Applicants/intending or interested Bidders are invited to submit their online proposal after carefully reading the Request for Proposal (RFP). Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document as given in critical date sheet. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

## **4. EARNEST MONEY DEPOSIT:**

The Hard Copy of EMD's must be send to the Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur on or before 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 who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture, in which necessary certificate or supporting documents should be uploaded.

## **5. THE EMD BE SUBMITTED SEPARATELY AS UNDER:**

Demand draft in the favour of "Superintending Archaeologist, ASI, Thrissur Circle" payable at Thrissur should be deposited in the shape of Demand Draft of Canara bank or any nationalized bank.

(Bidder Name and Signature)



**TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING  
COMPANY/FIRM/AGENCY**

NAME OF WORK: LEASING OUT THE RIGHT FOR SELLING SOFT DRINKS, ICE CREAMS, BOTTLED WATER, PACKED ITEMS ETC. INSIDE THE PROTECTED AREA OF FORT ST.ANGELO, KANNUR DISTRICT UNDER THRISSUR CIRCLE FROM 01/04/2020 to 31/03/2021.

Sl. No.	Requirement	Copy of relevant document	Yes/No
1	Proof of the Contractors/firms licence/registration with appropriate registration authority for operating/selling refreshments/soft drinks/catering service/canteen	Copy of registration certificate	
2	Proof of Photo identity card if any	Scanned copy	
3	Proof of GST Registration/Service tax, if any	Scanned copy	
4	Copy of the EPF Department Registration certificate, if any	Scanned copy	
5	Copy of the ESI Department Registration, if any	Scanned copy	
6	Copy of the Labour Department Registration, if any	Scanned copy	
7	Proof of PAN Number	Copy of pan card	
8	Details of selling refreshments/soft drinks/catering service/canteen contracts with Central/State Government handled by the bidder during the last three years (2016-2019)	Copy of work order stating amount of value and duration of contract	
9	Scanned copy of DD towards the cost of Tender	Scanned copy	
10	Scanned copy of DD towards Earnest Money Deposit	Scanned copy	
11	Above Sl. No. 9 & 10 <b>OR</b> Copy of Registration certificate with Central Purchase Organisation or National Small Industries Corporation (NSIC) or Ministry of Culture	Scanned copy	

(Bidder Name and Signature)



**QUALIFICATION AND REQUIREMENT FOR DEPLOYED STAFFS BY THE  
SUCCESSFUL COMPANY/FIRM/AGENCY PROPER DOCUMENTARY PROOF**

1. He/she should have completed 18 years of age.
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 candidate may be furnished to this Department.

(Bidder Name and Signature)

**APPLICATION FOR TENDER**

1. Name of Contractor/Firm/Agency/Company :
2. Name of Proprietor :
3. Full Address :  
Telephone / Mobile No. :  
Fax No. :  
E-Mail Address :
4. Banker of Contractor :  
(a) Full Address :  
(b) Telephone Number of Banker :
5. PAN/GIR No. :
6. Service Tax Registration No./GST registration, if any :
7. E.P.F. Registration Number, if any :
8. E.S.I. Registration Number, if any :
9. Financial turnover of the bidder for the last three Financial Years

<b>Financial Year</b>	<b>Annual Turn over Amount (Rs. Lakhs)</b>	<b>Remarks, please attach/upload in eligibility statement</b>
2016-17		
2017-18		
2018-19		

(Bidder Name and Signature)



10. Details of the similar contracts handled by the bidder during last three years in the following format:

Sl. No.	Details of client along with address, telephone and FAX numbers	Amount Value of contract (Rs. Lakhs)	Duration of Contract	
			From	To

11. Additional information, if any

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

Signature of authorized person:

Date:

Name:

Place:

Seal:



## DECLARATION

1. I \_\_\_\_\_ Son/ Daughter of Shri. \_\_\_\_\_  
signatory of the Firm/Agency/Contractors/company mentioned above, is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and condition of the tender and undertake to abide by them:
3. My Firm/Agency/Contractors/company licence has not been black listed/ debarred from participating in tender of any Ministry/ State Government/Departments of Government of India undertaking in the last three (3) Years as on date of opening of this tender.
4. The information/ document 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.
6. The Firm/Agency/Contractors/company will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.

Signature of authorized person:

Date:

Full Name:

Place:

Seal:



F. No: 04/AUC-KNR/2020  
Government of India, Ministry of Culture  
Archaeological Survey of India,  
Thrissur Circle, Thrissur

**APPLICATION FOR TECHNICAL BID**

Self-attested copies of documents to be uploaded to CPP Portal  
(Hard copies shall not be accepted except DD's)

NAME OF WORK: LEASING OUT THE RIGHT FOR SELLING SOFT DRINKS, ICE CREAMS, BOTTLED WATER, PACKED ITEMS ETC. INSIDE THE PROTECTED AREA OF FORT ST.ANGELO, KANNUR DISTRICT UNDER THRISSUR CIRCLE FOR THE PERIOD FROM 01.04.2020 TO 31.03.2021.

Sl. No.	Details of Documents	Enclosed/not, Page numbers
1	Proof of the Contractors/firms licence/registration with appropriate registration authority for operating	
2	Proof of Photo identity card if any	
3	Proof of GST Registration/Service tax, if any	
4	Proof of PAN Number	
5	Details of selling refreshments/soft drinks/catering service/canteen contracts with Central/State Government handled by the bidder during the last three years (2016-2019)	
6	Scanned copy of DD towards the cost of Tender	
7	Scanned copy of DD towards Earnest Money Deposit	
8	Above Sl. No. 5 & 6 OR Copy of Registration certificate with Central Purchase Organisation or National Small Industries Corporation (NSIC) or Ministry of Culture	
9	Scanned copy of Tender bid documents (from page No. 05 to 26)	
10	Price bid document (Page No. 27 to 28)	
11	Bill of Quantity (BoQ)	
12	Any other documents	

(Bidder Name and Signature)





F. No: 04/AUC-KNR/2020

GOVERNMENT OF INDIA,  
ARCHAEOLOGICAL SURVEY OF INDIA,  
THRISSUR CIRCLE, THRISSUR

**APPLICATION FOR FINANCIAL BID****C.P.W.D. - 9 (Tender)**

Price of Tender: Rs.500/-

Tender reference No: 04/AUC-KNR/2020

Name of work: Name of Work: Tender for Leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur District under Thrissur circle from 01/04/2020 to 31/03/2021.

I/We here by tender for tender for Leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur District under Thrissur circle for the period from 01/04/2020 to 31/03/2021 for the President of India the under mentioned memorandum according to the specification within the time specified therein subject to the conditions of the contract. Percentage to be deducted from the bill: Income Tax, GST and any other tax as notified by the government time to time.

Description of the right	Amount (Rs.)	Amount in words
<b>Leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur District under Thrissur circle from 01/04/2020 to 31/03/2021.</b> GST &TDS if any payable to Government shall be applicable as per the rate issued by the GST department time to time and the awardee is bound to pay the amount to the Government.		

I agree to abide by the above conditions and quote the rate at the rates entered in the schedule attached. Should the tender be accepted, I hereby agree to abide by fulfil all the conditions and specifications contained in the CPWD, named "General instructions and Conditions of Contract" which have been read by me are in default thereof to forfeit and pay to the President of India or his successors, the penalty of sum of money mentioned in the said conditions. The Firm/Agency/Contractors/company should take particular care to see that no damage is caused to any part of the monument.

Dated Signature of Firm/Agency/Contractors/company



### **EVALUATION CRITERIA**

1. The bidder who fulfils eligibility requirement mentioned under eligibility requirement shall be declared qualified for next round.
2. The bidder who quotes highest rate as per application for financial bid application for bid along with fulfil the requirements of all tender documents will be declared Highest-1 (H1)
3. In case of tie in highest rate, the Company/Firm/Agency/contractor who has completed more similar nature of work in last three (03) years in reputed organization or if any, without any remarks shall be declared H1. Copies of order and Completion certificate or supporting documents shall be uploaded by the contractor along with Bid documents.
4. The work shall be awarded to the H1 bidder.
5. Payment will be made by Company/Firm/Agency/contractor to their Employees by 07<sup>th</sup> of every month through Electronic Transfer.

(Bidder Name and Signature)

## TERMS AND CONDITIONS OF CONTRACT

### GENERAL

1. The contracting successful Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract and also Subleasing/transfer of lease ship/sublet is not permitted.
2. The highest bidder who, herein after called the contractor/Lessee/ should remit/deposit the full amount immediately from date of issuing the approval letter, failing which the approved tender will be rejected and deposit forfeited 100% of Earnest Money absolutely by the Government. The highest bidder will not hold this office responsible for any loss or gain. The expenditure of re-bidding to be borne by the highest bidder.
3. 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.
4. ASI reserves right to terminate the contract during initial period also after giving ten days notice to the contracting agency in case of breach of terms of contract and Authority reserves right to terminate the contract during the period of contract after giving a month notice to agency.
5. All the workers/Employees deployed in this Department will be paid their wages by the Firm/Agency/Contractors/company through individual bank accounts 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.
6. Necessary MRP rate chart board and licensee name and address should be placed conspicuously for public by lessee. Board/hoarding/advertisement in any way is NOT permitted.
7. Timing of the soft drinks/ice cream etc. for the public will be from 08.00AM to 06.00PM only. Nobody shall be allowed to stay beyond 06.00PM and during night hours in the Kiosk.
8. The lessee, while enjoying the right to selling the things as mentioned should keep the premises in neat, tidy and hygienic condition. Disposal bags for garbage should be used. Segregation of bio degradable, recyclable garbage will be taken care of by the lessee. Disposal of this garbage will be responsibility of the contractor/lessee. As part of the Swachh Bharat Abhiyan, the Monument is declared as Polythene-free zone.
9. Leasing of catering service/refreshments etc. is a provisional licence, and cannot be claimed as a matter of right in future. ASI can cancel the agreement at any time with one month notice, and the amount deposited will be forfeited to government if any violation/breach of clauses noticed. In such eventuality, the lessee would hand over the premises in neat and tidy condition after removing all equipment/utensils.

(Bidder Name and Signature)



10. The lessee should provide the first aid kit & Fire Extinguisher in the refreshment/cafeteria as per the direction of Fire Brigade Services/Health department/Local Government.
11. Any temporary structure if any erected to be removed immediately after the completion of lease period.
12. Government of India/Archaeological Survey of India shall provide only the space for operating/maintaining the selling things. It shall not be permitted to selling things (Soft drinks, ice cream etc.) inside the Fort in any way. It shall be the sole responsibilities of the lessee to remit any local taxes/to obtain permission/trade licence (i) from the local, (ii) Authorities from FSSAI Authority/department (iv) to follow the food safety and standard Act 2006, as F.B.O (v) to dispose wastage/garbage, correctly prescribed by the local department etc. Lessee shall abide by the rules and regulation of the local department. Quality of the food stuff should be authenticated by the Food inspector; Electricity/water charges if any will be borne by the lessee.
13. Lessee should obey and follow the instructions and directions issued from time to time by the Superintending Archaeologist, Archaeological Survey of India, Thrissur circle.
14. A complaint cum suggestion register should be maintained, registering suggestions with regard to all/any aspects of any selling things and services. Lessee shall take appropriate remedial steps in this regard under intimation to the authority.
15. The Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur reserves the right to cancel any or all the bids without assigning any reasons.
16. Since, it is a part of the Monument work to the centrally protected ancient monuments, it is understood that the bidder has inspected and satisfy him/herself at the Monument and place, assessed the nature of work, conditions prevalent at the site and to observe the tourist influx before bidding for the project; no claim whatsoever will be entertained at any stage, in this regard.
17. The ASI site is a National Monument and its ambience must be maintained without any damage to the monuments ASI sites are non-smoking area/non plastic area and the agency must be strictly complaint with such requirement.
18. The Lessee shall be responsible to take all precautions to ensure the safety of all equipments, persons, public and private property if any in respect of this agreement.
19. The contract shall commence the work within 15 days of the date of acceptance of the work order or within 15 days from the date of issue of date of order whichever is earlier, by the Firm/Agency/Contractors/company.
20. The Employers should behave courteously / friendly with the Tourist/Visitors/Staffs.
21. The contracting Firm/Agency/Contractors/company shall not allow transferring, assigning, and pledging or subcontracting 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 before hand.

(Bidder Name and Signature)



22. 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 falls 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.
23. The duration of the contract is up to 31/03/2021, initially the contract is awarded up to 31/03/2021, which may be extended after approval from the Competent Authority for two more years up to 31/03/2023 (first on request of the lessee and on the basis of satisfactory services/ remarks in the suggestion/complaint register/on mutual negotiation on every aspect of the contract and to the satisfaction of the competent authority of ASI on increased rates of 15% of original approved rate AND THE FINAL DECISION FULLY RESTS WITH COMPETENT AUTHORITY;
24. In case of the company/Firm/Agency is failed to commence the duties within seven day, then a penalty equals to 10% of the auctioned amount will be imposed on the agency, besides other action as per rule.
25. Authority reserves right to terminate the contract during the period of contract after giving a notice to agency.
26. The highest bidder abides by the rules and regulations of Archaeological Survey of India.
27. Instructions of the local representative of the ASI should be strictly adhered to.
28. Contravention of the above condition(s) may lead to the cancelation of the lease and the highest bidder will not have any right to claim further.

**LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

1. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties.
2. Employees should be completed 18 years of age. His / Her antecedents should have been got verified by the Firm / agency / contractor / company from the local Police authorities and a copy each of the character-in-Antecedent report in respect of Employees should be furnished to this Department. Bio-data of Employees 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.
3. In case the persons employed by the successful Firm/Agency/Contractors/company commits any Act omission/commission/which amounts to misconduct/indiscipline/incompetence, the successful Firm/Agency/Contractors/company will be liable to take appropriate disciplinary Legal action against such persons, including their removal from the work place, if required by the Department.

(Bidder Name and Signature)



4. The tendering Firm/Agency/Contractors/company shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, Incompetence, conflicts of interest, improper conduct etc. on instruction of the Department.
5. The agency shall depute a co-ordinator who would be responsible for immediate interaction with ASI so that optimal service of the person deployed by the Firm/Agency/Contractors/company could be availed without any disruption.
6. It will be the responsibility of the service providing agency to meet all expenses for transportation, food, medical and any other requirement during the work period in respect of the persons deployed by it contracting agency. ASI will have no liability in this regard.
7. The service providing agency shall be solely responsible for the redresses of grievances/ resolution of disputes relating to person deployed. The ASI shall, in no way be responsible for settlement of such issued whatever.
8. This Department shall not be responsible for any damages, losses, claims, financial or Injury/accident to any person deployed by service providing agency in the course of their Performing the functions / duties, or for payment towards any compensation.
9. 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.
10. 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.
11. 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.
12. The contracting Firm/Agency/Contractors/company 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 Firm/Agency/Contractors/company liable for termination of contract.
13. No placement charges shall be collected by the Contractor from the prospective Employees.
14. All assigned manpower will wear Identity card provided by the agency while performing all duties at the arranged place of work.

(Bidder Name and Signature)

**LEGAL**

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

**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 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, act 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 such events is given by either party. This shall be reason enough to entitle both to terminate this contract and either party will not have any claim for damage against the other in respect of such non – performance or delay in performance. 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 or 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**

Archaeological Survey of India and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions such dispute shall be referred to the arbitrator as appointed by Director General, Archaeological Survey of India, New Delhi and the award of 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.

(Bidder Name and Signature)



**APPLICABLE 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.

(Bidder Name and Signature)



### **INSTRUCTION FOR ONLINE BID SUBMISSION**

The Bidders are required to submit soft copies of their Bids electronically on the Central Public Procurement (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 bid 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 obtain at: <http://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

- 1) Bidders are required to enrol on the e Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app> ) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CCP Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digitals Signature Certificate(DSC) (Class II or Class III Certificate with signing key usage) issued by any Certifying Authority recognised by CCA India (e.g. Sify / N-Code / E-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SERCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CCP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameter’s such as Organisation 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 / 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.

(Bidder Name and Signature)



## **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 documents.
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 have 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 time i.e. on or before the Bid submission time. Bidder will be responsible for any delay 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 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 / critical date sheet. 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 upload bid will be rejected.

(Bidder Name and Signature)

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 file name. If the BOQ file is found to be modified by the bidder, the Bid will be rejected.
6. The server time (which is displayed on the Bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
7. All the documents being submitted by the Bidders would be encrypted using PKL 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 authorised Bid openers.
8. Upon the successful and timely submission of Bid (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.
9. 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 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 24 X 7 CPP Portal Helpdesk Mobile Number - + 91 8826246593 Tel : 24 X 7 Help Desk Number 0120-4200462, 0120-4001002.

(Bidder Name and Signature)



**TENDER ACCEPTANCE LETTER**

**(TO BE GIVEN ON FIRM/AGENCY/CONTRACTORS/COMPANY LETTER HEAD)**

To

The Superintending Archaeologist,  
Archaeological Survey of India  
Thrissur Circle, Thrissur

Sub: Acceptance of Terms & Conditions of Tenders – Reg.

Tender Reference No: 04/AUC-KNR/2020

Name of Work: Tender for Leasing out the right for selling soft drinks, ice creams, bottled water, packed items etc. inside the protected area of Fort St. Angelo, Kannur District under Thrissur circle from 01/04/2020 to 31/03/2021.

Dear Sir / Madam,

1. I/We have downloaded /obtained the tender document 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 web site(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 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 can 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,

Date:

Place:

(Signature of the Bidder, with Official Seal)