

REQUEST FOR PROPOSAL

**NAME OF WORK: AM&UK TO SIVA TEMPLE CHEMMANTHITTA, THRISSUR
CIRCLE, KERALA.**

REFERENCE NUMBER: 04/TCR-KL/2020-21



GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA

(Signature of bidder along with seal)

SECTION – 1 - TABLE –A: TIME AND WORK FRAME
NAME OF WORK: AR TO MAINTENANCE OF SIVA TEMPLE CHEMMANTHITTA,
THRISSUR CIRCLE, KERALA.

(Manual Bids shall not be accepted)

CRITICAL DATA SHEET – TENDER TIME SCHEDULE

1	Date of issue of Tender	17/12/2020
2	Bid Document Download/ Sale/Submission Start Date	17/12/2020 at 6:00 PM
3	Bid document download close/end date	07/01/2021 at 10.00 AM
4	Bid submission End Date	07/01/2021 at 10.00 AM
5	Date of opening of bid	08/01/2021 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.13,730/- in favour of Superintending Archaeologist, ASI, Thrissur circle (refundable)
9	(i)	DD hard copy (original) of 1) Rs.500/- & 2) Rs.13,730/- must be delivered in sealed cover and should either drop in the tender box or reach on or before 08/01/2021 at 10.00 AM as mentioned in critical data 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) MSME, etc., as per Rule No. 170 in GFR, 2017. (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	Contract period	60 (Sixty) Days
13	Estimated Amount	Rs.6,86,694/- (Rupees Six Lakh Eighty Six Thousand Six Hundred and Ninety Four only) (Including GST)

(Signature of bidder along with seal)

Dear Sir/Madam,

1. The Archaeological Survey of India (**hereinafter called the ASI**) invites online Bids in the prescribed form under the Two Bid System Technical Bid and Financial Bid for work of AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.
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, contractors, Firms, company, Agency (**hereinafter called the Contractor**) 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 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 Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur should be deposited in the shape of Demand Draft of nationalized bank only.
6. ASI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the ASI in this regard shall be final and binding on all.

(Signature of bidder along with seal)

7. 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
Sr. Conservation Assistant for work location	Office of the Sr. Conservation Assistant, Archaeological Survey of India, Thrissur Sub Circle, Iyyanath lane, Chembukavu, Thrissur-680020. Telephone: 0487-2325623

(Signature of bidder along with seal)

F. No. 04/TCR-KL/2020-21
Government of India,
Archaeological Survey of India, Thrissur Circle,
Puratattva Bhavan, Thrissur,
Thrissur- 680 012

TENDER DOCUMENT

Name of Work: AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.

Description of items of work

Sl. No.	Description of work	Required Quantity	Place where the work should be done	Period of Contract
1	Carefully removing the damaged/undulated existing floor at Chuttambalam inside area at Siva temple, Chemmanthitta to a depth of 25 cm, and filling 13 cm thick good quality earth with proper consolidating, ramming etc. for preparing base for laying brick jelly concrete and removing the debris to the outside of the monument including cost of all materials, tools and plants, all labour charges, transportation, conveyance etc. complete.	205.00 m ²	Siva Temple Chemmanthitta District Thrissur, Kerala state Pin:- 680501	60 days from the date of issue of Award of Contract (work order)
2	Laying brick jelly lime concrete in 1:2:4 ratio using nominal size brick jelly including laying, consolidating, watering, curing and cost of all materials, labour charges etc. complete.	30.75 m ³		
3	Plastering 20mm thickness over the brick jelly concrete floor with lime mortar 1:2, with proper finishing including cost of all materials and all labour charges etc. complete.	205.00 m ²		

Note: Since, it is part of the conservation work to the centrally protected ancient monuments and not modern works like CPWD, it is understood that the bidder has inspected the site and accessed before bidding. No claim whatsoever will be entertained at any stage, in this regard.

(Signature of bidder along with seal)

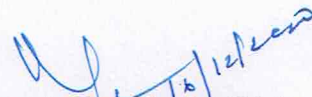
F. No.: 04/TCR-KL/2020-21, Government of India, Ministry of Culture,
Archaeological Survey of India, Thrissur Circle, Thrissur

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: AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.

Description of work	Quantity	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
Carefully removing the damaged/ undulated existing floor at Chuttambalam inside area at Siva temple, Chemmanthitta to a depth of 25 cm, and filling 13 cm thick good quality earth with proper consolidating, ramming etc. for preparing base for laying brick jelly concrete and removing the debris to the outside of the monument including cost of all materials, tools and plants, all labour charges, transportation, conveyance etc. complete.	205.00 m ²	60 Days	Rs.6,86,694/- (Including GST)	Rs.500 (Non- Refundable)	Rs.13,730/- (Refundable)	07/01/2021 @ 10.00AM	08/01/2021 @ 10.00AM
Laying brick jelly lime concrete in 1:2:4 ratio using nominal size brick jelly including laying, consolidating, watering, curing and cost of all materials, labour charges etc. complete.	30.75 m ³						
Plastering 20mm thickness over the brick jelly concrete floor with lime mortar 1:2, with proper finishing including cost of all materials and all labour charges etc. complete.	205.00 m ²						

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.


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 Contractors/ Firms/ Agencies for work of AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.
2. The contract is subject to availability of funds, if funds are exhausted, the tender can be terminated at any time after serving notice.
3. The Successful Contractor will have to deposit Performance Security Deposit of 03% (Three) of order value with minimum six (06) months validity after completion of work in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) 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.
4. The running payment will be made as per rules of ASI.
5. Water arrangement/scaffolding/T&P articles will be managed by the Contractor.
6. The quantity/item of work can be varied as per site requirements.
7. Before execution of work, contractor must sign agreement in this office.
8. No accommodation / transportation facility at the site will be provided by ASI.
9. The work execution will be checked by competent officer during executions as to the proper standard by maintaining high quality of workmanship in carpentry, blacksmith etc. and also the material part in time to time.
10. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
11. All entries in the tender form should be legible and filled 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.

(Signature of bidder along with seal)

12. The rate quoted should include all taxes (GST, IT, Labour cess, Royalty as per taxes applicable) etc. ASI will not entertain any claim whatsoever in this regard.
13. In case any violation, the company shall be liable to be blacklisted from the Archaeological Survey of India / Government of India.
14. 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 reason. The decision of the Superintending Archaeologist, ASI, Thrissur circle in this regard shall be final and binding on all parties in all circumstances.

(Signature of bidder along with seal)

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

The Tendering Contractor should fulfill the following eligibility requirement and furnish self-attested copies of documents with technical bid.

Sl. No.	Requirement	Copy of relevant document	Yes/ No	Page No.
1	The Contractor/Company/Firm/Agency should be registered with the appropriate registration authority like A.S.I./C.P.W.D./P.W.D of State Govt./Railways/MES/Registered under Companies Act, 2013 etc.	Copy of Valid Registration certificate		
2	(a) The Contractor/Company/Firm/Agency should have experience in last three financial years (FY2017-18, 2018-19 and 2019-20). (b) Out of the above three years' experience, at least one-year experience is essential in Central/State Government Department/ organizations.	Copies of work orders in each financial year of 2017-18, 2018-19 and 2019-20.		
3	The Contractor/Company/ Firm/ Agency should be registered with GST(Goods & Service Tax) Department	Copy of Registration Certificate		
4	The Contractor/Company/ Firm/ Agency should have PAN provided by Income Tax department	Copy of PAN in the name of firm/self-proprietorship etc.		
5	The Annual Turn Over of the Contractor/ Company/Firm/ Agency in last three consecutive financial years i.e. 2017-18, 2018-19 and 2019-20 financial years.	Details to be given		
6	Original DDs of Tender cost and EMD	Scanned Copy of DDs		
7	Those who are registered with Central Purchase Organization, NSIC, MSME etc. for Tender Cost and EMD exemption	Copy of Registration Certificate		
8	Tender Acceptance letter	To be given on company letter head		
9	Declaration	To be given on company letter head		

(Signature of bidder along with seal)

APPLICATION FOR TENDER

1. Name of Tendering Contractor/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 Contractor/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 Contractor/Company/Firm/Agency for the last three Financial Years (FY 2017-18, 2018-19, 2019-20) with documentary proof thereof. (Attach separate sheet if space provided is insufficient)

Financial Year	Annual Turn over Amount (Rs. Lakhs)	Remarks, if any
2017-18		
2018-19		
2019-20		

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

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

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

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

Signature of authorized person

Date:
Place:

Name:
Seal:

APPLICATION FOR TECHNICAL BID

Name of Work: AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.

Name of tendering Contractor/ Company/Firm/Agency-----

Sl. No.	Requirement	Copy of relevant document	Yes/ No	Page No.
1	The Contractor/Company/Firm/Agency should be registered with the appropriate registration authority like A.S.I./C.P.W.D./P.W.D of State Govt./Railways/MES/Registered under Companies Act, 2013 etc.	Copy of Valid Registration certificate		
2	(a) The Contractor/Company/Firm/Agency should have experience in last three financial years (FY2017-18, 2018-19 and 2019-20). (b) Out of the above three years' experience, at least one-year experience is essential in Central/State Government Department/ organizations.	Copies of work orders in each financial year of 2017-18, 2018-19 and 2019-20.		
3	The Contractor/Company/ Firm/ Agency should be registered with GST(Goods & Service Tax) Department	Copy of Registration Certificate		
4	The Contractor/Company/ Firm/ Agency should have PAN provided by Income Tax department	Copy of PAN in the name of firm/self-proprietorship etc.		
5	The Annual Turn Over of the Contractor/ Company/Firm/ Agency in last three consecutive financial years i.e. 2017-18, 2018-19 and 2019-20 financial years.	Details to be given		
6	Original DDs of Tender cost and EMD	Scanned Copy of DDs		
7	Those who are registered with Central Purchase Organization, NSIC, MSME etc. for Tender Cost and EMD exemption	Copy of Registration Certificate		
8	Tender Acceptance letter	To be given on company letter head		
9	Declaration	To be given on company letter head		

Date

Signature of Authorized person

Seal

Full Name and Place:

APPLICATION FOR FINANCIAL BID

Name of Work: AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.

Date of Tender opening: 08/01/2021

Price of Tender: Rs.500

Tender reference number: 04/TCR-KL/2020-21

I, we here by tender for the labour charges for the work of AR to Maintenance of Siva Temple Chemmanthitta, Thrissur Circle, Kerala. President of India the under mentioned memorandum according to the specification within the specified there in subject to the conditions of the contract:

- (i) EMD – Rs. 13,730/- (As per the Archaeological Survey of India Manual rule no.9.1(ii))
- (ii) Percentage to be deducted from the bill: Income Tax, GST and any other tax as notified by the government time to time.

Description of work	Total Qty.	Period of completion	Place of work	Rate per unit	Unit	Total cost
1	2	3	4	5	6	7
Schedule is enclosed in Annexure-1 (Page No.14)						

I/We 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 fulfilling 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. I/We should take particular care to see that no damage is caused to any part of the monument.

Date:

Signature of Authorized person:

Seal:

Full Name and Place:

ANNEXURE – 1

Schedule to accompany the tender for the work of AM&UK to Siva Temple Chemmanthitta, Thrissur Circle, Kerala.

1. Since, it is part of the conservation work to the centrally protected ancient monuments and not modern works like CPWD, it is understood that the bidder has inspected the site and accessed before bidding. No claim whatsoever will be entertained at any stage, in this regard.

Description of work	Total Qty.	Period of completion	Place of work	Rate per unit (Inclusive all demand) (Both figures and words)	Unit	Total cost
1	2	3	4	5	6	7
Carefully removing the damaged/undulated existing floor at Chuttambalam inside area at Siva temple, Chemmanthitta to a depth of 25 cm, and filling 13 cm thick good quality earth with proper consolidating, ramming etc. for preparing base for laying brick jelly concrete and removing the debris to the outside of the monument including cost of all materials, tools and plants, all labour charges, transportation, conveyance etc. complete.	205.00 m ²	60 days from the date of issue of Award of Contract (work order)	Siva Temple Chemmanthitta District Thrissur, Kerala state Pin:- 680501		1 m ²	
Laying brick jelly lime concrete in 1:2:4 ratio using nominal size brick jelly including laying, consolidating, watering, curing and cost of all materials, labour charges etc. complete.	30.75 m ³				1 m ³	
Plastering 20mm thickness over the brick jelly concrete floor with lime mortar 1:2, with proper finishing including cost of all materials and all labour charges etc. complete.	205.00 m ²				1 m ²	
GST 18% for a historical monument, archaeological site or remaining of national importance, archaeological excavation, or antiquity specified under the Ancient monuments and Archaeological Sites and Remains Act.						
Total						
(Total Rupees.....)						

Dated Signature of Contractor/ Company/ Firm/ Agency along with seal

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. Further clarification of tie in lowest rate, each bidder shall be assigned different marks out of a total of 50 marks, as per the criteria specified below.

I	Experience	Max 25 Marks
	(a) up to 3 financial years	05 Marks
	(b) 4 to 6 financial years	10Marks
	(c) 7 to 9 financial years	15 Marks
	(d) Above 10 financial years	25 Marks
II	Average Turnover during last three financial years	Max 25 Marks
	(a) Less than 20 Lacs	05 Marks
	(b) 20 Lacs to 50 Lacs	10 Marks
	(c) 50 Lacs to 1 Crore	15 Marks
	(d) Above 1 Crore	25 Marks

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

(Signature of bidder along with seal)

TERMS AND CONDITION OF CONTRACT

GENERAL

1. 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 and forfeiture of Performance Security/EMD.
2. 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.
3. 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 work on the stipulated time / date, the EMD and Security deposit shall be forfeited. In case of failure to carry out the work 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.
4. 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.
5. The ASI site is a National Monument and its ambience must be maintained without any damage to the monuments ASI sites and take utmost care. No smoking area, no plastic area, so the Contractor must be strictly complaint with such requirement.

(Signature of bidder along with seal)

6. The Contractor has to bear with abrupt repeal of funds by the government and has to wait till fresh allotments are made. No interest payment for the delay in payment will be made by the ASI. The quantum of work can be modified as per availability of the funds and need of the work.
7. ASI reserves its right to regulate (scale down) as per their requirements and the payment will be as per actual quantity and the contractor will not have any claim beyond the actual.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

8. The tendering Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.
9. 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.
10. 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 Contractor by this Department.
11. 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 Contractor.
12. The contracting Contractor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Contractor without the prior written consent of ASI. The circumstances for change will be submitted in Writing to ASI for approval in the first.

(Signature of bidder along with seal)

13. The Contracting Agency shall not indulge in malpractices. Any Such malpractice shall render the contracting Agency liable for termination of Contract.

LEGAL

14. The tendering Contractor shall also be liable for depositing all taxes, levies, cess etc. On amount of Service rendered by it to the ASI to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

FORCE MAJEURE

15. 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".

(Signature of bidder along with seal)

ARBITRATION

16. ASI and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work 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

17. 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.

(Signature of bidder along with seal)

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.

(Signature of bidder along with seal)

- 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 is 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 to be submitted. Any deviations from these may lead to rejection of the Bid.

(Signature of bidder along with seal)

- 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 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.

(Signature of bidder along with seal)

- 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 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.

(Signature of bidder along with seal)

- 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:
Name of Work:

Dear Sir / Madam,

1. I/ We have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work" from the web site(s) namely:
_____ as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the 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.
3. The Corrigendum(s) issued from time to time by your department in websites to have also been taken into Consideration, while submitting this acceptance letter.
4. I/ We do hereby declare that our Contractor/Company/Agency/firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/ We certify that all information furnished by the our Contractor/Company/Agency/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)

DECLARATION

(To be given on Company Letter Head)

1. I, _____ Son/Daughter of Shri. _____ signatory of the Contractor/Company/Agency/firm mentioned above, is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. My Contractor/Company/Agency/firm has not been blacklisted/debarred from participating in tender of any Ministry/Department of Government of India, Government of India undertaking, any State Government, Government Department in the last Three (03) 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:
6. The Contractor/Company/Agency/firm or contractor will ensure that it is complying with all statutory liabilities relating to taxes and other statutory liabilities.

Signature of authorized person(s)

Date:

Full name:

Place:

Seal: