

REQUEST FOR PROPOSAL

**LEASING OUT THE RIGHT OF COLLECTING VEHICLE PARKING FEE AT THE PARKING
LOT OF PALAKKAD FORT, DISTRICT PALAKKAD UNDER THRISSUR CIRCLE FOR
ONE YEAR**

TENDER REFERENCE NUMBER: 08/TCR-KL/2020-21



सत्यमेव जयते

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

Section-1

Table-A: Time and Work Frame

**LEASING OUT THE RIGHT OF COLLECTING VEHICLE PARKING FEE AT THE PARKING LOT OF PALAKKAD FORT, DISTRICT PALAKKAD UNDER THRISSUR CIRCLE FOR ONE YEAR (MANUAL BID WILL NOT BE ACCEPTED)
CRITICAL DATA SHEET**

1	Date of issue of Tender	04/01/2021
2	Bid Document Download/ Sale/Submission Start Date	05/01/2021 at 10:00 AM
3	Bid document download close/end date	04/02/2021 at 10:00 AM
4	Bid submission End Date	04/02/2021 at 10:00 AM
5	Date of opening of bid	05/02/2021 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.15,730/- in favour of Superintending Archaeologist, ASI, Thrissur circle (refundable)
9	(i)	DD hard copy (original) of 1) Rs.500/- & 2) Rs.15,730/- must be delivered in sealed cover and should either drop in the tender box or reach on or before <u>05/02/2021</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), MSME 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 of Award of Contract (AoC) issued
12	Lease Contract period	One year
13	Minimum Auction Amount	Rs.7,86,666/- (Rupees Seven Lakhs twenty one thousand one hundred and ten only) (Including GST)

(Bidder Name and Signature)



Dear Sir/Madam,

1. The Archaeological Survey of India invites online bids in the prescribed form for Leasing out the right of collecting vehicle parking fee at the parking lot of Palakkad Fort, District Palakkad under Thrissur Circle for one year.
2. No tender shall be entertained after this deadline under any circumstances whatsoever. The Bid of tenders will be opened on 05/02/2021 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 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.
4. Vehicles shall be parked in designated areas. The contractor who runs the parking area shall collect the parking fee through digital payment only. No physical cash transaction is allowed.
5. The Firm/Agency/Contractors/company should take utmost care and to see that no damage is caused to any part of the monument and should not violate the provisions of the AMASR Act 1958 and Rules 1959.
6. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid Form. The Bid Application must be initialled by the person authorized to sign the tender bids.
7. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
8. All the rates including taxes shall be quoted in the prescribed form of the tender alone.

(Bidder Name and Signature)



9. 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.
10. All taxes in respect of this contracts shall be payable by the bidder and Government will not entertain any claim whatsoever in this respect.
11. 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.
12. 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.
13. 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.

(Bidder Name and Signature)

14. 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.

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.



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: www.asithrissurcircle.in E-mail: circlethrissure.asi@gov.in
Conservation Assistant (only for work location for Palakkad Fort)	Office of the Conservation Assistant, Archaeological Survey of India, Palakkad Sub Circle, Fort Palakkad – 678 001 Telephone: 0491-2500171

(Bidder Name and Signature)

F. No. 08/TCR-KL/2020-21
Government of India, Ministry of Culture
Archaeological Survey of India,
Thrissur Circle, Thrissur

TENDER DOCUMENT

NAME OF WORK: LEASING OUT THE RIGHT OF COLLECTING VEHICLE PARKING FEE AT THE PARKING LOT OF PALAKKAD FORT, DISTRICT PALAKKAD UNDER THRISSUR CIRCLE FOR ONE YEAR.

Name of Monument / Location	Category of work
Palakkad Fort, District Palakkad, Kerala state.	Leasing out the right of collecting vehicle Parking fee at the parking lot of Palakkad fort, District Palakkad under Thrissur circle for one year. The fee should be collected for Parking vehicle 1. Bicycle – Rs.2.00 2. Motor Cycle/Scooter – Rs.10.00 3. Car/Auto – Rs.20.00 4. Mini Bus/Van – Rs.50.00 5. Bus – Rs.80.00 (A board mentioning these rates should be displayed visibly for the public view)

(Bidder Name and Signature)



F. No. 08/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: LEASING OUT THE RIGHT OF COLLECTING VEHICLE PARKING FEE AT THE PARKING LOT OF PALAKKAD FORT, DISTRICT PALAKKAD UNDER THRISSUR CIRCLE FOR ONE YEAR

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
Palakkad Fort, Palakkad District, Kerala State, Pin: 678001	One year.	Rs.7,86,666/- (Including GST)	Rs.500 (Non-Refundable)	Rs. 15,730/- (Refundable)	04/02/2021 @ 10.00 AM	05/02/2021 @ 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 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 the highest 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,
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.

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

NAME OF WORK: LEASING OUT THE RIGHT OF COLLECTING VEHICLE PARKING FEE AT THE PARKING LOT OF PALAKKAD FORT, DISTRICT PALAKKAD UNDER THRISSUR CIRCLE FOR ONE YEAR.

Sl. No.	Details of Documents	Enclosed/not, Page numbers
1	Valid Photo identity card for individual OR Proof of the Firm / agency / contractor / company registration with appropriate valid registration authority	
3	Copy of PAN card and GST Registration	
4	Scanned copy of DD towards the cost of Tender	
5	Scanned copy of DD towards Earnest Money Deposit	
6	Above Sl. No. 3 & 4 OR Copy of Registration certificate with Central Purchase Organisation or National Small Industries Corporation (NSIC) or MSME or Ministry of Culture for EMD exemption.	
7	Bill of Quantity (BoQ)	
8	Tender Acceptance letter and Declaration	

(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. 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, please attach/upload in eligibility statement
2017-18		
2018-19		
2019-20		

8. 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
1				
2				
3				

9. Additional information, if any
(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:
Place:

Name:
Seal:

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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 OF COLLECTING VEHICLE PARKING FEE
AT THE PARKING LOT OF PALAKKAD FORT, DISTRICT PALAKKAD UNDER
THRISSUR CIRCLE FOR ONE YEAR.**

Sl. No.	Details of Documents	Enclosed/not, Page numbers
1	Valid Photo identity card for individual OR Proof of the Firm / agency / contractor / company registration with appropriate valid registration authority	
3	Copy of PAN card and GST Registration	
4	Scanned copy of DD towards the cost of Tender	
5	Scanned copy of DD towards Earnest Money Deposit	
6	Above Sl. No. 3 & 4 OR Copy of Registration certificate with Central Purchase Organisation or National Small Industries Corporation (NSIC) or MSME or Ministry of Culture for EMD exemption.	
7	Bill of Quantity (BoQ)	
8	Tender Acceptance letter and Declaration	

(Bidder Name and Signature)

F. No: 08/TCR-KL/2020-21
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: 08/TCR-KL/2020-21

Name of work: Leasing out the right of collecting vehicle parking fee at the parking lot of Palakkad fort, District Palakkad under Thrissur circle for one year.

I/We here by tender for tender for leasing out the right of collecting vehicle parking fee at the parking lot of Palakkad fort, District Palakkad under Thrissur circle for one year 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
Leasing out the right of collecting vehicle parking fee at the parking lot of Palakkad fort, District Palakkad under Thrissur circle for one year.		

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 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 highest rate as per application for financial 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.

(Bidder Name and Signature)

TERMS AND CONDITIONS OF CONTRACT

GENERAL

1. 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.
2. 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.
3. 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.
4. Necessary 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.
5. Timing for the public will be from 08.00AM to 06.00PM only. Nobody and no vehicles shall be allowed to stay beyond 06.00PM and during night hours in the parking lot.
6. The lessee, while enjoying the right to running the parking lot should keep the premises in neat and tidy 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.
7. Any temporary structure if any erected to be removed immediately after the completion of lease period.
8. Government of India / Archaeological Survey of India shall provide only the space for Parking lot. It shall be the sole responsible of the lessee to remit any local taxes/to obtain permission/licence from any authority/department. Lessee shall abide by the rules and regulation of the local department.

(Bidder Name and Signature)

9. Lessee should obey and follow the instructions and directions issued from time to time by the Superintending Archaeologist, Archaeological Survey of India, Thrissur circle and Instructions of the local representative of the ASI should be strictly adhered to.
10. A complaint cum suggestion register should be maintained, registering suggestions with regard to all/any aspects of services. Lessee shall take appropriate remedial steps in this regard under intimation to the authority.
11. The Superintending Archaeologist, Archaeological Survey of India, Thrissur Circle, Thrissur reserves the right to cancel any or all the bids by assigning reasons.
12. Since, it is a part of the Centrally protected ancient Monument work, it is understood that the bidder has inspected and satisfy him/herself at the Monument and parking 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.
13. 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 complied with such requirement.
14. The Lessee shall be responsible to take all precautions to ensure the safety of all persons, public and private property, all type of vehicles while working at Parking lot.
15. The contractor 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 order whichever is earlier, by the Firm/Agency/Contractors/company.
16. The Employers should behave courteously / friendly with the visitors.
17. Government vehicles are exempted from parking fee.
18. 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.
19. Authority reserves right to terminate the contract during the period of contract after giving a notice to agency.
20. The highest bidder should abide by the rules and regulations of Archaeological Survey of India.
21. Contravention of the above condition(s) may lead to the cancelation of the lease.

(Bidder Name and Signature)

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 have 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.
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.
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.

(Bidder Name and Signature)

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. All assigned manpower will wear Identity card provided by the agency while performing all duties at the arranged place of work.

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.
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.”

(Bidder Name and Signature)

**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 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.

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)

INSTRUCTIONS 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.

(Bidder Name and Signature)

SEARCHING 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 publicity/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.

(Bidder Name and Signature)

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.
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.

(Bidder Name and Signature)

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: 08/TCR-KL/2020-21

Name of Work: Tender for leasing out the right of collecting vehicle parking fee at the parking lot of Palakkad fort, District Palakkad under Thrissur circle for one year.

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 tender publicity/advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / We have read the entire terms and conditions of the tender documents From Page No.____ to ____ (including all documents like annexure (s), schedule(s), etc,,),which form part of the contract agreement and I/We shall abide hereby by the terms /conditions /clauses contained therein.
3. The corrigendum (s) issued from time to time by your department /organization to have also been taken into consideration, while submitting this acceptance letter.
4. I/We do hereby declare that our Firm has not been blacklisted /debarred by any Govt. Department / Public sector undertaking.
5. I/We certify that all information furnished by the our Firm is true & correct 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)

DECLARATION

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

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: