

NOTICE INVITING E-TENDER

FOR

**REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT  
AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER**

ARCHAEOLOGICAL SURVEY OF INDIA,  
AGRA CIRCLE, AGRA  
REFERENCE NO. F. No. **03/FTS/07/2024-2025/W**



GOVERNMENT OF INDIA  
MINISTRY OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA  
AGRA CIRCLE, AGRA

**TENDER FOR SUPPLY OF MANPOWER**

Section -1

Table-A : Time and work frame

Manual bids shall not be accepted

CRITICAL DATE SHEET

1.	Bid Start Date	06/01/2026
2.	Bid Document Download / Sale Start Date	06/01/2026
3.	Bid Submission Closing Date	27/01/2026at 15:00
4.	Technical Bid Opening Date	28/01/2026at 15:30
5.	Financial Bid Opening Date/Time	After Opening Technical Bid
6.	Validity of Bid	120 days from the date of opening.



Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> within the stipulated date and time as mentioned in the bid document given in CRITICAL DATA SHEET.

Bid documents may be scanned with 100 dpi with black and white option which help in reducing size of the scanned document.

Earnest Money Deposit, will be submitted separately as under

- The EMD should be drawn in favour of Superintending Archaeologist, Archaeological Survey of India, Agra Circle and payable at Agra.
- The Hard Copy of original instruments in respect of cost of earnest money in the form of FDR/ Bank Guarantee of nationalized banks must be delivered to the O/O Superintending Archaeologist, Archaeological Survey of India, 22 Mall Road, Agra (U.P.)-282001 on or before **27/01/2026** upto **15:00** hours.
- The tender without EMD and other documents will be rejected summarily.
- No interest will be payable on the amount of the EMD. The EMD of unsuccessful bidders shall be returned without any interest on finalization of tender.
- If the successful bidder withdraws his bid in writing or fail to undertake the works within the stipulated time as mentioned in the work order or did not submit the Security Deposit, his EMD will be forfeited.
- **If the bidder is exempted for EMD submission, they should furnish online certificate to this effect such as "Central Purchase Organization, National Small Industries Corporation (NSIC)/ MSME" exemption certificate along with technical bid**

Address for communication, are as given below: -

Contact Details:

Contact Person	The Superintending Archaeologist
Address for communication	O/o The Superintending Archaeologist, Archaeological Survey of India, 22 Mall Road, Agra, Uttar Pradesh - 282001 Phone No: <b>0562- 2227261</b>
	e-mail – <b>circleagra.asi@gov.in</b>



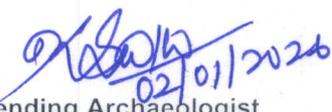
## GENERAL INSTRUCTION FOR TENDERER

1. The Archaeological Survey of India invites Online Bids in the prescribed form under the Two Bid system (a) Technical Bid and (b) Financial Bid.
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> and [www.asiagrarcircle.in](http://www.asiagrarcircle.in) as per the schedule as given in CRITICAL DATE SHEET:
3. 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
4. No e-tender shall be entertained after the deadline under any circumstances what so ever.
5. ASI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintending Archaeologist, Archaeological Survey of India, Agra Circle, Agra/ Competent Authority in this regard shall be final and binding on all parties in all circumstances.
6. The Successful tenderer will have to deposit Performance Security Deposit of 10% or as per existing rules of order value in the form of Fixed Deposit Receipt (FDR) (nationalized banks) Period of one year validity made in the name of the Company/Firm/Agency/Contractor but by hypothecated to the Superintending Archaeologist, Archaeological Survey of India, Agra Circle, Agra.
7. The FDR will have to be accordingly renewed by the successful bidder.
8. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
9. The Superintending Archaeologist, Archaeological Survey of India, Agra Circle, Agra reserves the right to cancel any or all the bids without assigning any reason.
10. Contractor will be responsible for timely payment to the supplier/labour and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. In respect of the person deployed by him in the work.
11. Successful Bidder shall also be liable for depositing all taxes, levies, cess etc. on amount of work done/ supply of materials/service rendered by him to the ASI to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
12. The contractor should quote the rate and amount in figure as well as in words. The amount for each item should be worked out and the total for all items should be given.
13. Whenever the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
14. The total cost of all items of each tender quoted by the bidders shall be worked out and the same i.e. total cost of each tender shall be compared for deciding the lowest bidder for acceptance of tender.
15. The rate quoted should include all taxes etc. (including GST) ASI will not entertain any claim whatsoever in this regard.
16. In case contractor's signature on tender is fixed in an Indian Language, the rate/ amount/ percentage above or below should also be written in the same language. In the case of illiterate contractors the rates/percentage should be attested by a witness.



17. The discretion of acceptance of a tender, will rest with the Circle/Branch Officer/Regional Director/ Director General, A.S.I who does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or all of the tenders received, without the assigning any reason. Any tender, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect is liable to be rejected.
18. The contractor shall not be permitted to tender for works in the Archaeological Survey of India, Circle/Branch Office (Responsible for award and execution of contracts) in which his near relative is posted as an officer in any capacity.
19. The tender of the work shall not be witnessed by a contractor or contractors who himself/themselves/has /have tendered or who may tender for the same work.
20. The EMD amount of the unsuccessful bidder will be returned as promptly as possible after finalization of the bid. No interest is payable on EMD/Security Deposit
21. The Contractors/Companies/Firms/Agencies are required to enclose all necessary documents required under technical requirement criteria along with Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further
22. The Contractors/Companies/Firms/Agencies shall at all stages of work deploy skilled/semiskilled tradesman who are qualified and experienced in the line of conservation of Archaeological Sites/Ancient Monuments. In case any of the above provisions are violated, the company shall be liable to be blacklisted from the Government of India.
23. In case any of the above provisions are violated, the company shall be liable to be blacklisted from the Government of India.
24. The bidder is compliant to Public Procurement (Preference to Make in India) Order 2017 and subsequent amendments dated 16<sup>th</sup> September 2020 as relevant and applicable.
25. The bidder is compliant to the provision of Rule 144(xi) of GFR, 2017.
26. **Bid Submission:** Applicants/ intending or interested Bidders are invited to submit their online proposal after carefully reading the Request for Proposal (RFP) by providing (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 DATE SHEET.

Bids shall be submitted online only at CPPP portal/website: <https://eprocure.gov.in> and eprocure app. Bid documents may be scanned with 100 dpi with black and white option which help in reducing size of the scanned document. The tender form and other uploaded documents should be filled by typing or has to be hand written, as per given instructions, in ink clearly legible. Alterations and illegibly attested by the Tenderer, shall disqualify the tender. The tender form should be signed by the Tenderer him/herself.

  
Superintending Archaeologist  
Archaeological Survey of India,  
Agra Circle, Agra (UP)





प्रत्यकीर्तिमपावृणु

File No. 03/FTS/07/2024-2025/W

भारत सरकार  
भारतीय पुरातत्व सर्वेक्षण,  
आगरा मण्डल, आगरा  
ई-निविदासूचना

अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण, आगरा मण्डल, 22 माल रोड, आगरा, उत्तर प्रदेश, भारत के राष्ट्रप की ओर से निम्नलिखित कार्य हेतु प्रमाणित एवं उपयुक्त श्रेणी में पंजीकृत एवं पात्र ठेकेदारों/पंजीकृत फर्म से निविदा ऑनलाइन दिनांक **27/01/2026** को **15:00** बजे तक <https://eprocure.gov.in/eprocure/app> पर आमंत्रित करते हैं :-

क्र. सं.	कार्य का नाम	अनुमानित लागत	बयाना राशि
1.	<b>REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER</b>	रु. <b>5,65,417/-</b>	रु. <b>14,135/-</b>

:निविदाप्रपत्र के लिए शर्तें:

- कंपनी फर्म/एजेंसी को सीपीडब्ल्यूडी/राज्य सरकार के पीडब्ल्यूडी/एसआई/रेलवे/एम0ई0एस0 से पंजीकृत होना चाहिए : कंपनी अधिनियम 2013 आदि के तहत पंजीकृत होना चाहिए।
  - निविदा एवं आवश्यक सूचना, शर्तें भा.पु.स. की वेब साइट [www.asi.nic.in/Central Public Procurement Portal/www.asiagracycircle.in](http://www.asi.nic.in/Central Public Procurement Portal/www.asiagracycircle.in) पर उपलब्ध है।
  - दिनांक **27/01/2026** को **15:00** बजे तक बयाना राशि बैंक मांग-पत्र/एफ डी आर के रूप में SUPERINTENDING ARCHAEOLOGIST, ARCHAEOLOGICAL SURVEY OF INDIA, AGRA के पक्ष में देय हो, कार्यालय अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण, आगरा मंडल के उक्त पते पर कार्यालय दिवस/समय में जमा कराने होंगे। बयाना राशि में छूट सम्बन्धित दस्तावेज आन लाइन स्वीकार होंगे।
  - बोली लगाने वाले को समान प्रकृति की आपूर्ति (अर्थात् राजमिस्त्री/बेलदार/बंधानी/भिस्त [कुशल/अर्ध-कुशल/गैर-कुशल] जैसे सिविल कार्यों के लिए आवश्यक जनशक्ति) आदि या समान प्रकृति के संरक्षण कार्य को सफलतापूर्वक पूरा करना चाहिए। सरकारी संगठनों/सार्वजनिक क्षेत्र के उपक्रमों/स्वायत्त निकायों के पिछले 7 वर्षों के दौरान विरासत स्मारक में कार्यों के निष्पादन के लिए सामग्री और जनशक्ति की आपूर्ति के लिए पिछले 7 वर्षों के दौरान मही के अंतिम दिन समाप्त होना चाहिए जिसमें आवेदन आमंत्रित किए गए हैं। निम्न में से कोई भी:-
    - अ. अनुमानित लागत के 40% के बराबर राशि से कम लागत वाली तीन समान पूर्ण जनशक्ति की आपूर्ति यानी रुप **2,26,167/-** अथवा
    - ब. अनुमानित लागत के 50% के बराबर राशि से कम लागत वाली दो समान पूर्ण जनशक्ति की आपूर्ति यानी रुप **2,82,709/-** अथवा
    - स. अनुमानित लागत के 80% के बराबर राशि से कम लागत वाली एक समान पूर्ण जनशक्ति की आपूर्ति यानी रुप **4,52,334/-**
  - तकनीकी निविदा दिनांक **28/01/2026** को अपरान्ह **15:30** बजे खोली जावेगी।
  - वित्तीय निविदा तकनीकी निविदा खोलने के बाद क्रियान्वित की जावेगी।
- नोट :-
- बयाना राशि (बैंक मांग-पत्र / एफ डी आर) ऑफ-लाईन इनके अलावा सभी दस्तावेज ऑन-लाईन ही स्वीकार्य होंगे।
  - तकनीकी निविदा हेतु सूची (Annexure-II) के अनुसार ही दस्तावेज ऑनलाईन अपलोड करें।

अधीक्षण पुरातत्वविद्  
भारतीय पुरातत्व सर्वेक्षण,  
आगरा मण्डल, आगरा



## TERMS AND CONDITION

The offer will be subject to the following terms and condition:

- 1- The Company Firm/Agency should be registered with CPWD/PWD of State Government/ASI/Railway/MES or registered under companies act 2013 etc. It is mandatory to provide valid GST, PAN and following documents also:-
  - (i). Acceptance as per **ANNEXURE-I**.
- 2- The bidder should have successfully completed the supply of similar nature (Means Manpower required for civil works such as Mason, Beldar, Bandhani, Bihsti {Skilled, Semi-Skilled, and Un-Skilled} etc or complete conservation works having similar nature of material and Manpower for execution of works in the heritage/ monument) of supply of Manpower to Government organizations/Public Sector Undertaking/Autonomous bodies during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following. : -
  - 1- Three completed work for Supply of Manpower each costing not less than the amount equal to 40% of the Estimated tender cost i.e. Rs. **2,26,167/-**
  - OR
  - 2- Two completed work for supply of manpower each costing not less than the amount equal to 50% of the estimated tender cost i.e. Rs. **2,82,709/-**
  - OR
  - 3- On completed work for supply of Manpower each costing not less than the amount equal to 80% of the estimated tender cost i.e. Rs. **4,52,334/-**
- 3- The rate of each item for Manpower should be quoted **as per Minimum wages Rate mentioned in BOQ**. ASI will not entertain any claim what so ever in this regard.
- 4- The contractor/supplier will be permitted to attend at the time of tender opening.
- 5- If the date of opening of the tender happens to be a holiday the tenders will be opened on the next working day.
- 6- The under signed reserves the right to reject any or all the tenders without assigning any reason.
- 7- The work should be executed as per attached drawings and as per the specification mentioned in the schedule.
- 8- Water arrangement/T&P articles etc. will be managed by contractor himself.
- 9- The work to be executed as per CPWD specifications or as per Archaeological Survey of India specification.
- 10- The quantity/Item of work may increase/decreased as per site requirement.
- 11- Before execution of work contractor must sign the agreement in this office.
- 12- The Manpower supplied pertaining to this work should be checked by the competent officer.
- 13- Contractor shall also be liable for depositing all taxes (GST, ESI, EPF) etc. on amount of work done/ supply of Manpower/service rendered by him to the ASI to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 14- Contractor will certify that all dues/payment has been made by him to the labour & material supplier on his challan.
- 15- The Contractor/Firms/Agency shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under this contract.
- 16- 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.
- 17- The tax at source (TDS) shall be deducted as per the provision of the Income Tax Department / GST amended from time to time and a certificate to this effect shall be provided to the agency by this department.
- 18- The bidder will be bound by the details furnished to the ASI while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract and forfeiture of performance security.
- 19- Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
- 20- It will be the responsibility of the vender to meet transportation, medical and any other requirement in respect of the persons deployed by it for the said work. The ASI will have no liability in this regard.
- 21- The contractor shall be solely responsible for the redressal of grievances/resolution of deputed relating to person deployed. The ASI shall, in no way be responsible for settlement of such issues whatsoever.
- 22- Work to be executed as per specification and drawing etc. no alternation and additional to be made without prior approval of the Competent Authority of Archaeological Survey of India.
- 23- Contractor shall at his own expenses arrange for all the safety provisions as per safety codes of Indian Standards Institution, the Electricity Act and such other acts as applicable.



- 24- Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates.
- 25- The bidder is expected to examine carefully all instructions, conditions of contract as per terms and conditions etc.
- 26- The contractor shall conform in all respects by giving all notices and paying all fees with the provision of the rules and regulation of all public bodies and companies whose property right are affected or may be affected in any way by the works.
- 27- The successful bidder will be identified on the basis of observation made by the ASI after opening the bids. The Successful Company/Firm/Agency has to submit 10% of tendered amount or as per existing rules as security deposit before award of tender in form of FDR in the favor the Superintending Archaeologist, Archaeological Survey of India, Agra Circle, Agra.
- 28- The contractors should quote the rate as per format provided in BOQ.
- 29- In case any of the provision of the terms and conditions is violated, the contractor shall be liable to be black listed from the Government of India and Security/Performance Deposit will be forfeited.
- 30- The President of India does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
- 31- The contractor shall not be permitted to tender for work in ASI circle (responsible for award and execution for award and execution of the contracts) in which his near relative is posted as an officer in any capacity between the grades of S.A.E. and Assistant (both inclusive). He shall also intimate the names of persons who are working with him in capacity or are subsequently employed by him and who are near relatives to any Gazette officer in ASI or in the Ministry of Culture by the contractor should render him liable to be removed from the approved list of contractors of this Department.
- 32- Contractors exempted from payment of EMD and SD in individual cases should attach with the tender an attested copy of competent authority letter exempting them from the payment of EMD and SD and should produce the original whenever called upon to do so.
- 33- At any time prior to the deadline for submission of tenders, the A.S.I, Agra may for any reason, whether on his own initiative or in response to a clarification by a prospective Bidder, modify the tender documents by issuing addenda.
- 34- Any amendments thus issued will be hosted on the website up to two days prior to the dates specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendment/modification has been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case the amendment(s) modification(s) if any shall be binding on the Bidder. No separate notice/intimation of amendments/modifications will be sent to those who have downloaded the document from the web.
- 35- If any amendment is issued reasonable time will be given to bidders to take the corrigendum into account in preparing their tenders, in which case, the authority may extend the deadline for submission of tenders.
- 36- While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 37- The successful bidders will initiate and complete the work within the stipulated time. Any delay in initiation or completion will be allowed at the sole discretion of the S.A., ASI, Agra Circle. If the request is rejected the work order may be cancelled or penalty may be levied.
- 38- In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order (experience certificate) in last 3 Financial year (2022-2023 to 2024-2025 and current financial year) for similar nature of work at monument/Heritage Site shall be declared L1. Copies of Work Order and completion certificate from employer shall be provided along with Technical Bid.
- 39- The work should be completed within the stipulated time otherwise necessary penalty up to 10% of the tendered cost + other will be imposed as per rules.
- 40- The bidder is compliant to Public Procurement (Preference to Make in India) Order 2017 and subsequent amendments dated 16<sup>th</sup> September 2020 as relevant and applicable.
- 41- The bidder is compliant to the provision of Rule 144(xi) of GFR, 2017.



- 42- It is understood that the bidder has inspected the site and assessed the volume of work before bidding for the project. No claim whatsoever will be entertained at any stage in this regard.
- 43- The officer inviting tender shall have the right of rejecting all or any of the tenders, and will not bound to accept the lowest tender.
- 44- No advance will be paid for the commencement of the work.
- 45- The agency shall insure the individual manpower deployed is in between the age of 18 years to 60 years and physically fit.
- 46- The firm/Agency Contractor should apply the labour as and when required for the work and as per the direction of the site in charge.
- 47- The Archaeological Sites are non-smoking/non-plastic area and the manpower supplier must be strictly compliant with such requirements.
- 48- The Agency/firm/contractor has to bear with the 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 Archaeological Survey of India, Agra Circle, Agra.
- 49- Whenever minimum wage is revised by the Government of India (Ministry of Labour and Employment) consequential statutory payments shall automatically get revised keeping the Contractors Service charge and material including consumables unchanged.

  
02/01/2026  
**Superintending Archaeologist**  
**Archaeological Survey of India,**  
**Agra Circle, Agra**



**SPECIAL TERMS AND CONDITIONS OF SUPPLY OF MANPOWER:**

1. The contract can be terminated by the competent authority at any time without assigning any reasons and in such circumstances; the service provider has to withdraw his manpower forthwith.
2. The payment to the engaged manpower will be subject to satisfactory performance & work output of the manpower to be certified by the site-in-charge, where they are engaged.
3. It shall be the duty of the Second Party to ensure the disbursement of wages by way of ECS/RTGs or any approved means of bank transfer. The payment will be made monthly and the bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of the Department.
4. In case the persons employed by the successful company/ firm / agency commits any act omission /commission which amounts/ to misconduct/ indiscipline/incompetence, the successful company/ firm/ agency/ shall ensure action against such persons, including their removal from site of work forth with, ifrequired by the departments.
5. The Second party/company/firm/agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Department.
6. The second party shall depute a coordinator who would be responsible for immediate interaction with Agra Circle of the optimal service of the persons deployed by the agency could be availed without and disruption.
7. The second party will be responsible to meet transportation food, medical and any other requirements in respect of the persons deployed by the IInd Party. The Responsibility to meet transportation, food, medical and any other requirements shall not be borne by the Archaeological Survey of India (1<sup>st</sup> Party).
8. The second Party Shall be solely responsible for the redressal of grievances/resolutions of disputes relating to person deployed.
9. The 1<sup>st</sup> party shall not be responsible for any damages, losses claims, financial or injury to any person deployed by services providing agency in the course of their deployment by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
10. The IInd Party shall maintain all statutory registers under the applicable laws. The service providing agency shall produce the same, on demand, to the concerned authority of (this Department or any other authority under law). A compliance certificate in this regard will be submitted along with the bills every month.
11. The second party will be responsible for compliance of all statutory provisions relating to minimum wages, GST, Provident Fund and Employees State Insurance etc. Separate details in respect of persons deployed at ASI monument shall be maintained particularly of minimum wages payment and subscriptions towards PF and ESI.
12. The Tax Deduction at Sources (TDS) shall be deducted as per the provision of the Income Tax Departments, as amended form time to time and a certificate to this effect shall be provided to the agency by this office.
13. The contract shall commence immediately on receipt of acceptance of the work order, by the company/firm/ Agency with coordination of site in charge.
14. The second party shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to Superintending Archaeologist, Agra Circle. The Circumstances for change will be submitted in writing to ASI for approval in the first.
15. All assigned manpower will wear identity card and safety measures provided by firm/agency and duly counter signed by the site in-charge while performing all duties at the arranged place of work.
16. The second party shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in Agra Circle under the contact. Any such malpractices shall under the contracting Company/Firm/Agency liable for legal action besides termination of contract and forfeiture or performance Security.
17. The 1<sup>st</sup> party reserves right to terminate the contractor during the period of contract after giving a 10 days' notice to the agency.
18. No medical facilities or reimbursement thereof will be provided by the First Party.
19. The persons engaged on outsource basis will not be entitled for any kind of leave.



20. Escalation clause towards payment to the engaged manpower shall not be accepted on any ground during the period the contract is in force except the revision in the minimum rates of wages notified by the appropriate authority from time to time which will be paid by the First Party.
21. The Second Party shall comply with all the labour laws in relation to its employees including payment of minimum wages as laid down by or under any law from time to time.
22. The engagement does not confer right for continuation or extension of the contract on any account for indefinite time. This engagement will be purely a short term temporary arrangement on contractual basis.
23. The Second Party shall deploy additional manpower if asked for to do so due to increase/decrease in work load subsequently as per instruction by site in charge during the currency of the contract at the same rates of wages already agree upon.
24. Any liability regarding Government Dues as well as any loss/injury caused to the Department during the engagement of manpower will be the responsibility of the Second Party.
25. The award of the contract will be subject to the fulfillment of the conditions laid down in relevant Rules under GFR-2017 as amended from time to time.
26. The persons engaged shall not claim any Benefit/ Compensation/ Absorption / Regularization of service from this Office under the provision of Industrial Disputes Act 1947 or contract Labour (Regulation & Abolition) act, 1970. An undertaking to this effect from the engaged persons shall be required to be submitted by the service provider to this office.
27. The persons engaged will be expected to observe discipline and decorum at the work place and adhere to all instructions/rules in force in the office.
28. The Second Party shall not divulge or disclose to any persons any details of the work place, such as the operation process, technical know-how, security arrangements, Administrative / organization matters etc.
29. The Second Party shall be contactable at all times and message by phone/mail/Fax/Special Messengers from this Department to him/her shall be acknowledged immediately on receipt on the same day. The Second Party shall strictly observe the instructions issued by the Department for implementing the Contract from time to time.
30. This department will maintain attendance in respect of the personnel deployed by the Second Party on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates as notified by the appropriate authority, from time to time.
31. Any dispute arising out of the contract will be settled within the jurisdiction of the competent Court at Agra.
32. After selection of the successful bidder as contractor, price schedule (work order) shall be annexed to the agreement according to which all payments shall be made to the contractor by the client for the services provided by the contractor.
33. The contractor shall raise invoice per month and submit the same to the client by 5<sup>th</sup> of every following month. The client shall make all endeavors to make payments within 30 days from the date of receipt to the invoice to the contractor after due verification subject to availability of funds.
34. The contractor shall provide the details of EPFO Challan, ESIC Challan and Bank Transfer Certificate duly attested by the site in-charge along with the invoice for payment of the same.
35. Client shall be entitled to deduct in accordance with Applicable law, Income Tax or withholding tax or other deductions (as the case maybe), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.
36. If the Contractor desires an extension of time for the completion of work on grounds of his having been unavoidably hindered in its execution or on any other convincing grounds, he shall apply in writing through proper channel, within 30 days of the hindrance on account of which he desires such extension as aforesaid and the Circle/branch officer shall if in his opinion (which shall be final) reasonable grounds having been shown thereof, authorize such extension of time if any, as in his opinion be necessary or proper.



The request from a contractor for extension of time can be considered if the following conditions are fulfilled.

- a) The contractor should apply in writing through proper channel for extension of time in the prescribed form.
  - b) Specific grounds on which the extension of time is applied for.
  - c) Such application is made within 30 days of the date on which such hindrance arose.
  - d) The Circle/branch officer must be satisfied that the grounds shown for extension of time is reasonable and convincing.
37. On breach of any terms and condition of this contract by the contractor, the 1st party shall be entitled to forfeit the performance guarantee/security deposit or the balance thereof that may at the time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to right of the first party to recover any further damage from any sums due or which may become due to the contractor by the Government or otherwise.
38. Irrespective of the payment received from the 1st Party, 2nd Party must ensure that the payment to the labourers engaged by him are made by 7<sup>th</sup> of every month.
- \*First Party - Archaeological Survey of India, Agra Circle.
- \*Second Party - Contractor/Bidder



Archaeological Survey of India, Agra Circle, 22 Mall Road, Agra-282001.

<b>Name of office</b>	<b>District/ State</b>	<b>Time allowed for completion of work</b>	<b>Last Date for submission online bids 27/01/2026at 15:00</b>
Superintending Archaeologist, Archaeological Survey of India, 22 Mall Road, Agra -282001	Agra Uttar Pradesh	<b>150 Days</b>	Technical Bid Opening Date <b>28/01/2026at 15:30</b>
Estimated tender Cost: Rs. <b>5,65,417/-</b> (Rs. Five Lakhs Sixty five Thousand four Hundred seventeen Only).(Rate including GST as per rule) EMD Rs. : <b>14,135/-</b>			
Contractor's Name.....			
<b>Name of Work: REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER</b>			

Sl. NO	Description of Labour	Quantity		Rate (in words)	Tota amount (in words)
1.	<b>Skilled Labour</b> (Stone Mason, Artison) (Rate including EPF, ESI and GST as per Rule)	190	Unit.		
2.	<b>Semi-Skilled labour</b> (Bandhani, Blacksmith) (Rate including EPF, ESI and GST as per rule)	45	Unit		
3.	<b>Un-Skilled Labour</b> (Beldar, Night Chowkidar) (Rate including EPF, ESI and GST)	411	Unit		

  
02/01/2026  
Superintending Archaeologist  
Archaeological Survey of India,  
Agra Circle, Agra



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

Date:

To,  
The Superintending Archaeologist,  
Archaeological Survey of India,  
Agra Circle, Agra.

Sub: Acceptance of Terms & Conditions of Tender.

**TENDER REFERENCE NO. :- 03/FTS/07/2024-2025/W (PNE CODE 283110)**

**PLACE OF WORK:- FATEHPUR SIKRI, AGRA**

**Name of Works: REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER**

Dear Sir,

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

\_\_\_\_\_

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

2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance.letter.
4. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. department /Public Sector undertaking.
5. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
6. I/ We do hereby declare that I/We have visited the proposed working Site/Monument

Yours Faithfully

(Signature of the Bidder, with Official Seal)



**CHECK LIST TO UPLOAD DOCUMENTS FOR TECHNICAL BID**

- 1- The Company Firm/Agency should be registered with CPWD/PWD of State Government/ASI/Railway/MES or registered under companies act 2013 etc.
  - 2- GST No. Certificate.
  - 3- PAN Card.
  - 4- Registration Certificate of EPF and ESI.
  - 5- Acceptance as ANNEXURE-I & Declaration as Annexure VI.
  - 6- Registration Certificate Issued by Labour Department.
  - 7- The Firm/Agency should have Income Tax Return for three financial year 2021-2022, 2022-2023 and 2023-2024 (A.Y. 2022-2023, 2023-2024 & 2024-2025).
  - 8- Average annual financial turnover during Three financial year (i.e. 2021-2022, 2022-2023 and 2023-2024), should be at least 30% of the tender cost i.e. **Rs. 1,69,625/-**. A certificate in this regard issued by the CA has to be submitted.
  - 9- The bidder should have successfully completed the supply of similar nature **(Means Manpower required for civil works such as Mason, Beldar, Bandhani, Bihsti {Skilled, Semi-Skilled, and Un-Skilled} etc or complete conservation works having similar nature of material and Manpower for execution of works in the heritage/ monument)** of supply of Manpower to Government organizations/Public Sector Undertaking/Autonomous bodies during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following. :-
    - A- Three completed work for Supply of Manpower each costing not less than the amount equal to 40% of the Estimated tender cost i.e. **Rs. 2,26,167/-**
    - OR**
    - B- Two completed work for supply of manpower each costing not less than the amount equal to 50% of the estimated tender cost i.e. **Rs. 2,82,709/-**
    - OR**
    - C- On completed work for supply of Manpower each costing not less than the amount equal to 80% of the estimated tender cost i.e. **Rs. 4,52,334/-**
- All above works COMPLITION CERTIFICATES with work orders are essential at Monument/Heritage Site.**
- 10- Annexure III & IV with all required documents i.e. Income tax returns, GST Returns & Turnover etc.
  - 11- Any other relevant supporting document.
  - 12- Integrity Pact (As per Annexure VII & VIII).

**NOTE:-**

- All documents as stated above from Sl. No. 1 to Sl. No. 12 are essentially required for qualifying the technical bid.
- Please upload only required documents as per above check list and IN SEQUENCE.
- No need to upload whole tender (terms & conditions, Critical sheet etc.) for technical bid.
- No Documents will be entertained offline except original EMD (F.D.R.).
- Please upload COMPLITION CERTIFICATES with WORK ORDERS.
- Please fill Annexure IV completely with page No. etc.

**SAVE PAPER PLEASE DO NOT PRINT THESE DOCUMENTS UNLESS NECESSARY**



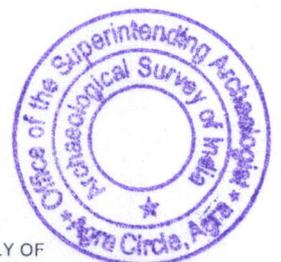
**PART-A (TECHNICAL BID)**

Name of Work: **REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER**

(Technical bid should be filled along relevant documents scanned with 300 dpi or above with black & white option)

**A. Profile of Company/Firm/Agency/Contractors:**

Sl. No.	Particulars
1.	Name of Company/Firm/Agency/ (As given in the registration certificate)
2.	Registered Address
3.	Operating Address
4.	E-mail id (This email id will be used for all correspondence from and with us. A delivered mail sent to this email id should be taken as receipt by the bidding company/firm/agency)
5.	Please specify as to whether the tenderer is sole proprietor/ partnership firm (Name, address, contact number and email id of the Director/Directors)
6.	Name of Authorized Signatory (Supported by required documents)
7.	Company/Firm/Agency Registration number (with supporting documents)
8.	PAN number detail (with supporting documents)
9.	GST number detail (with supporting documents)
10.	TAN number details (with supporting documents)



**-B. Technical Eligibility Criteria:**

Sl. No.	Criteria	Supporting Documents (Copies of relevant document required)	Yes/No	PAGE NO. Of Bid Document
1.	The Company Firm/Agency should be registered with CPWD/PWD of State Government/ASI/Railway/MES or registered under companies act 2013 etc.	Copy of Registration certificate to be provided		
2.	The Firm/ Agency/ Contractor should be registered with GST as well as EPF and ESI registration.	Copies of valid Registration Certificates to be provided		
3.	The Firm/Agency should have Income Tax Return for three financial year 2021-2022, 2022-2023 and 2023-2024 (A.Y. 2022-2023, 2023-2024 & 2024-2025).	Copy of I.T.R for financial year 2021-2022, 2022-2023 and 2023-2024 (A.Y. 2022-2023, 2023-2024 & 2024-2025).		
4.	The firm Agency should have registration Certificate Issued by Labour Department and Pan Card.	Copy of valid Registration Certificate should be provided		
5.	The firm/agency should have average annual financial turnover during Three financial year (i.e. 2021-2022, 2022-2023 and 2023-2024), should be at least 30% of the tender cost i.e. <b>Rs. 1,69,625/-</b> . A certificate in this regard issued by the CA has to be submitted.	Copy to be provided. (Balance Sheet will not be accepted).		
6.	Experience:- The bidder should have successfully completed the supply of <b>similar nature</b> of Manpower to Government organization/Public Sector Undertakings/Autonomous Bodies during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:- 1- Three Completed work for Supply of Manpower each costing not less than the amount equal to the 40% of the estimated cost, i.e. <b>2,26,167/- OR</b> 2- Two Completed work for supply of Manpower each costing not less than the amount equal to 50% of the Estimated Cost, i.e. <b>2,82,709/- OR</b> 3- One Completed work for supply of Manpower costing not less than the amount equal to 80% of the Estimated Cost i.e. <b>4,52,334/-</b> .	Copy of Work Order along with completion Certificate issued by Government Organizations/Public Sector Undertakings/Autonomous Bodies.		
7.	EMD (in FDR form) or Exemption Certificate	Copy to be provided.		
8.	<b>Annexure-I-</b> Tender acceptance Letter Head, <b>Annexure-VI-</b> Declaration Certificate of black listing on letter head, <b>Annexure VII &amp; VIII</b> (Integrity Pacts).	Copy to be provided.		

Note: - Bidders are hereby requested that for experience criteria only work orders or only completion certificate will not be considered. Both the work order and their completion certificate which should clearly mention both the financial value and quality of performance will only be consider. Further, it is also to clear here that uploading of ongoing work orders will not be considered and the work orders related to completed work along with completion certificate from the concerned authorities will only be considered.

Signature of the Bidder

- Those Bidders who have not mentioned page number against the above point 1-8 in the column of PAGE No. of Bid Document will not be evaluated and may be rejected in Technical Stage.
- The bidders are requested to enclose only required documents.
- Similar Nature Means:- Manpower required for civil works such as Mason, Beldar, Bandhani, Bhisti (Skilled, Semi-Skilled, and Unskilled) etc. or complete conservation works having similar nature of materials and Manpower for execution of works in the heritage Site/monument. The Quantity may vary from the required quantities in the tender.**



## Details of Experience (Document Enclosed):-

Sl. No.	Year	Name of Department & Address	Work Name (Only <u>Similar/nature of Work</u> )	Work Completion Date	Work done amount	Amount Value of Contract	Mention Page number of Completion Certificate & work order which is uploaded
1.	2018-19 (i)						
	2018-19 (ii)						
	2018-19 (iii)						
2.	2019-20 (i)						
	2019-20 (ii)						
	2019-20 (iii)						
3.	2020-21 (i)						
	2020-21 (ii)						
	2020-21 (iii)						
4.	2021-22 (i)						
	2021-22 (ii)						
	2021-22 (iii)						
5.	2022-23 (i)						
	2022-23 (ii)						
	2022-23 (iii)						
6.	2023-24 (i)						
	2023-24 (ii)						
	2023-24 (iii)						
7.	2024-25 (i)						
	2024-25 (ii)						
	2024-25 (iii)						

Certified that above information is corrected. If any information found wrong/different Department is free to reject the Tender and free to take action against the firm.

Signature of Proprietor  
Firm Seal

Note:- In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order (experience certificate) in last 3 Financial year (2022-2023 to 2024-25 and current financial year) for similar nature of work at monument/heritage site shall be declared L1. Copies of Work Order and completion certificate from employer shall be provided along with Technical Bid.



DECLARATION

(To be given on Company Letter Head)

**TENDER REFERENCE NO. :- 03/FTS/07/2024-2025/W (PNE CODE 283110)**

**Name of Works: REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER**

I, \_\_\_\_\_ Son/Daughter of Shri \_\_\_\_\_ signatory of the company/agency/firm mentioned above, is competent to sign this declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
2. My agency has not been blacklisted/ debarred from participating in tender of any Ministry/ Department of Government of India and Government of India undertaking in the last Three (3) Years as on date of opening of this Tender.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/we am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal:



**FORM-III  
INTEGRITY PACT**

To,

M/S .....

.....

.....

Sub: NIT No. 03/FTS/07/2024-2025/W for the Work "REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER"-reg.

Madam/Sir,

It is here by declared that ASI is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ASI.

Yours faithfully

  
02/01/2026  
Superintending Archaeologist



**INTEGRITY PACT**

To,

Superintending Archaeologist,  
22, The Mall Road, Agra- 282001.  
Archaeological Survey of India,  
Agra Circle,

Sub.: Submission of Tender for the Work of **REPAIRS TO EXCAVATED REMAINS IN OUTER SIDE OF MINT AREAS AT FATEHPUR SIKRI, AGRA-SUPPLY OF MANPOWER -reg.**

Sir,

I/We acknowledge that ASI is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ASI. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ASI shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)



## **PART-B (Financial BID)**

Financial Bid should be submitted online only at CPPP website:  
<https://eprocure.gov.in/eprocure/app> in prescribed BOQ format.

### **EVALUATION CRITERIA**

1. The technical bid will be opened only of those bidders who will successfully qualify in pre-qualification criteria i.e. by submitting required EMD (FDR). The bidders who are availing any exemption shall produce the relevant documents as proof online with technical bid.
2. 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.
3. The bidder who quotes lowest rate in BOQ for financial bid will be declared L1. This is not an item wise bid. The L1 will be selected depending upon the overall lowest bid of all the items.
4. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order (experience certificate) in last 3 Financial year (2022-2023 to 2024-25 and current financial year) for similar Nature of Work at monument/Heritage Site shall be declared L1. Copies of Work Order and completion certificate from employer shall be provided along with Technical Bid.
5. In case of further tie, the Bidder having maximum average turnover during the three years i.e. (2022-2023, 2023-2024 and 2024-2025) will be declared L1.
6. The work shall be awarded to the L1 bidder.

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. FORCE MAJEURE**

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by ASI, Agra Circle:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter 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 at its option terminate the contract".

#### **2. ARBITRATION**

ASI, Agra Circle 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 Uttar Pradesh, India.

#### **3. APPLICABLE LAW**

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

#### **4. JURISDICTION**

The CONTRACT shall be deemed to have been entered into at Uttar Pradesh and all causes of action in relation to the CONTRACT will thus be deemed to have arisen only within the jurisdiction of the Uttar Pradesh Courts to the exclusion of all other courts.



## SPECIAL CONDITIONS OF CONTRACT

### 1. COMPENSATION OF DELAY (LIQUIDATED DAMAGES):

If the contractor fails to maintain the required progress in terms of Work order issued or to complete the Work and clear the site on or before the contract or justified extended date of completion as per Work order (excluding any extension) as well as any extension granted, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as liquidated damages the amount calculated at the rates stipulated below as the authority specified in Work order may decide on the amount of accepted Tendered Value of the Work for every completed day/ month (as determined) that the progress remains below that specified in Work order or that the Work remains incomplete.

A- Compensation for delay of Work with maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

B- Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of Work or of the accepted Tendered Value of the Sectional part of Work as mentioned in Work order for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Work order during the progress of Work, this shall be no waiver of right to levy compensation by the said authority if the Work remains incomplete on final justified extended date of completion. If the Competent Authority decides to give further extension of time allowing performance of Work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of Work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of Work on stipulated/justified extended date for such part Work or if delay affects any other Supplies/services. This is without prejudice to right of action by the Competent Authority for delay in performance and claim of compensation under that clause.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Work order, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of Work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

### 2. TIME AND EXTENSION FOR DELAY:

The time allowed for execution of the Work's as specified in the Work order or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the Work shall commence from such time period as mentioned in Work order or from the date of handing over of the site, notified by the Competent Authority, whichever is later. If the Contractor commits default in commencing the execution of the Work as aforesaid, the performance guarantee shall be forfeited by the Competent Authority and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

- 1) As soon as possible but within 7 (seven) Working days of award of Work and in consideration of
  - (a) Schedule of handing over of site as specified in the Work order
  - (b) Schedule of issue of designs as specified in the Work order
- 2) The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed.



- I. In case the Work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Work order shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of Work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this clause to the extent the delay is covered, the contractor shall be entitled to only extension of time and no damages.
- II. Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time respectively to the authority as indicated in Work order. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of Work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the Work. A recovery as specified in Work order shall be made on per day basis in case of delay in submission of the revised programme.
- III. In any such case the authority as indicated in Work order may give a fair and reasonable extension of time for completion of Work or reschedule the mile stones. Competent Authority shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Work order in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified above), a fair and reasonable extension within a reasonable period of occurrence of the event.
- IV. In case the Work is delayed by any reasons, in the opinion of the Competent Authority, by the contractor for reasons beyond the events mentioned in above clauses and beyond the justified extended date; without prejudice to right to take action, the Competent Authority may grant extension of time required for completion of Work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

### 3. PAYMENT TERMS:

1) Payment will be made as per delivery schedule mentioned below:

Sl. No	Milestones Achieved	Payment to be released	Remarks
1.	60 % as per the work order	50 % of the work order value or the value of work done whichever is less	Subject to satisfactory nature of work to be determined by the Engineer-in-charge
2.	100 % as per the work order	Balance Amount of work done and remaining of amount of previous payment, if any.	

- o The running or final account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate.
- o In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Competent Authority certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Competent Authority.
- The final bill shall be submitted by the contractor in the same manner as specified in running bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Competent Authority whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Competent Authority, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Competent Authority or his authorized Archaeological Engineer, complete with account of materials issued by the Department and dismantled materials.
- **Client shall be entitled to deduct in accordance with Applicable law, Income Tax or withholding tax or other deductions (as the case maybe), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.**



#### 4. DEVIATIONS/ VARIATIONS EXTENT AND PRICING:

The Competent Authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Work, and (ii) to omit a part of the Work's in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the Work's in accordance with any instructions given to him in writing signed by the Competent Authority and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted Work which the contractor may be directed to do in the manner specified above as part of the Work's, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main Work except as hereafter provided. The time for completion of the Work's shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted Work, bears to the original tendered value plus.
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Competent Authority.

#### 5. CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD:

If the contractor or his Working people shall break, deface, injure or destroy any part of building in which they may be Working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of Work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Competent Authority cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of Work costing Rs. Ten lakhs and below except road Work) after the issue of the certificate final or otherwise, of completion of Work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road Work, if in the opinion of the Competent Authority, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

The performance Guarantee will be released as soon as the Final bill will be accepted by the Competent Authority of ASI.

#### 6. LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR:

- The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the Work, and continue to have a valid license until the completion of the Work.
- The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
- Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the Work.

#### 7. RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE:

Release of Security Deposit of the Work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the Work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Competent Authority. The Competent Authority, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the Work. If no complaint is pending, on record till after 3 months after completion of the Work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due



### **Instructions for Online Bid Submission**

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

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

#### **REGISTRATION**

- 1) Bidders are required to 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 Bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. 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.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS / 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 documents required to be submitted as part of the Bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.



## SUBMISSION OF BIDS

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

## ASSISTANCE TO BIDDERS

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

