

NOTICE INVITING E-TENDER

FOR  
REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT  
FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS

ARCHAEOLOGICAL SURVEY OF INDIA,  
AGRA CIRCLE, AGRA  
REFERENCE NO. F. No. 03/FTS/05/2025-2026/W



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

**SUPPLY OF MATERIALS & EXECUTION  
OF WORK**

Section -1

Table-A : Time and work frame

Manual bids shall not be accepted

CRITICAL DATE SHEET

1.	Bid Start Date	01/01/2026
2.	Bid Document Download / Sale Start Date	01/01/2026
3.	Bid Submission Closing Date	21/01/2026at 15:00
4.	Technical Bid Opening Date	22/01/2026at 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 **21/01/2026** 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	<b>The Superintending Archaeologist</b>
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 – <a href="mailto:circleagra.asi@gov.in">circleagra.asi@gov.in</a>

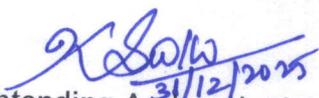


### GENERAL INSTRUCTION FOR TENDERER

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.asiagracitycircle.in](http://www.asiagracitycircle.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 as per rule) 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 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.

  
31/12/2025  
Superintending Archaeologist  
Archaeological Survey of India,  
Agra Circle, Agra (UP)





प्रत्यकीर्तिमपावृणु

File No. 03/FTS/05/2025-2026/W

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

अधीक्षण पुरातत्वविद, भारतीय पुरातत्व सर्वेक्षण, आगरा मण्डल, 22 माल रोड, आगरा, उत्तर प्रदेश, भारत के राष्ट्रपति की ओर से निम्नलिखित कार्य हेतु प्रमाणित एवं उपयुक्त श्रेणी में सिविल कार्यों हेतु पंजीकृत एवं पात्र ठेकेदारों/पंजीकृत फर्म से आइटम दर आधार पर निविदायें ऑनलाइन दिनांक **21/01/2026** को **15:00** बजे तक <https://eprocure.gov.in/eprocure/app> पर आमंत्रित करते हैं :-

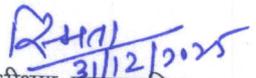
क्र. सं.	कार्य का नाम	अनुमानित लागत	बयाना राशि
1.	<b>REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS</b>	रु. <b>9,45,386/-</b>	रु. <b>23,635/-</b>

:निविदाप्रपत्र के लिए शर्तें:

- कंपनी फर्म/एजेंसी को सीपीडब्ल्यूडी/राज्य सरकार के पीडब्ल्यूडी/एसआई/रेलवे/एम0ई0एस0 से पंजीकृत होना चाहिए।
- निविदा एवं आवश्यक सूचना, शर्तें भा.पु.स. की वेब साइट [www.asi.nic.in/Central](http://www.asi.nic.in/Central) Public Procurement Portal/[www.asiagracycircle.in](http://www.asiagracycircle.in) पर उपलब्ध है।
- दिनांक **21/01/2026** को **15:00** बजे तक बयाना राशि बैंक मांग-पत्र/एफ डी आर के रूप में जो SUPERINTENDING ARCHAEOLOGIST, ARCHAEOLOGICAL SURVEY OF INDIA, AGRA के पक्ष में देय हो, कार्यालय अधीक्षण पुरातत्वविद, 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।
- फर्म/एजेंसी के पास स्मारकों/विरासत स्थलों पर समान प्रकृति के काम को पूरा करने का अनुभव होना चाहिए (मतलब बोली लगाने वाले के पास संरक्षण कार्य के लिए सामग्री की आपूर्ति या विरासत स्मारकों के संरक्षण के लिए पूरा काम करने का अनुभव होना चाहिए)। तीन कार्य प्रत्येक की लागत निविदा लागत का 40% यानी **3,78,154/-** से कम नहीं होनी चाहिए या दो कार्य प्रत्येक की लागत निविदा लागत का 50% यानी **4,72,693/-** से कम नहीं होनी चाहिए या एक कार्य की लागत निविदा लागत का 80% यानी **7,56,309/-** से कम नहीं होनी चाहिए। और वह/वे कार्य/कार्य पिछले 7 वर्षों में, निविदा जारी होने के माह से पहले माह के अंतिम दिन तक हो जानी चाहिए।
- तकनीकी निविदा दिनांक **22/01/2026** को अपराह्न **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 पुरातत्वविद  
भारतीय पुरातत्व सर्वेक्षण,  
आगरा मण्डल, आगरा



### TERMS AND CONDITION

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

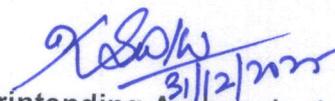
1. The Company Firm/Agency should be registered with CPWD/PWD of State Government/ASI/Railway/MES etc. It is mandatory to provide valid GST, PAN and following documents also:-
  - (i). Acceptance as per **ANNEXURE-I**.
  - (ii). Completed similar nature of work **at Monument/Heritage Site** and that/those work/works should have been completed in the last 7 years ending last day of the month, previous to the month of floating of the tender. one in which application invited should be light of the following
    - (a) Three similar nature completed work costing not less than the Amount equal to 40 % of each work of the estimated cost i.e. **Rs. 3,78,154/-**
    - OR**
    - (b) Two similar nature completed work costing not less than the Amount equal to 50 % of each work of the estimated cost i.e. **Rs. 4,72,693/-**
    - OR**
    - (c) One similar nature completed work costing not less than the Amount equal 80 % of the estimated cost i.e. **Rs. 7,56,309/-**.
2. The rate of each item for complete work should be quoted including all taxes (including GST as per rule) and other charges as applicable. ASI will not entertain any claim what so ever in this regard.
3. The contractor/supplier will be permitted to attend at the time of tender opening.
4. If the date of opening of the tender happens to be a holiday the tenders will be opened on the next working day.
5. The under signed reserves the right to reject any or all the tenders without assigning any reason.
6. The work should be executed as per attached drawings and as per the specification mentioned in the schedule.
7. Water arrangement/T&P articles etc. will be managed by contractor himself.
8. The work to be executed as per CPWD specifications or as per Archaeological Survey of India specification.
9. The quantity/Item of work may increase/decreased as per site requirement.
10. Before execution of work contractor must sign the agreement in this office.
11. Material will be deposited by the contractor on phase wise as per storage availability and requirement of work as directed by site in-charge.
12. The materials sample pertaining to this work should be approved by the competent authority.
13. Contractor shall also be liable for depositing all taxes (GST, ESI, EPF) 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.
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 deputes 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.

  
31/12/2025  
Superintending Archaeologist  
Archaeological Survey of India,  
Agra Circle, Agra



**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 21/01/2026at 15:00</b>
Superintending Archaeologist, Archaeological Survey of India, 22 Mall Road, Agra -282001	Agra Uttar Pradesh	150 Days	Technical Bid Opening Date 22/01/2026at 15:30

Estimated tender Cost: Rs. **9,45,386/-** (Rs. Nine Lakhs Forty Five Thousand Three Hundred Eighty Six Only).(Rate including GST as per rule) EMD Rs. : **23,635/-**

Contractor's Name.....

Name of Work: REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS

Item No.	Description and specification of items of work to be executed	Total estimated quantity to be executed	Unit	Rate per unit of each item (Rate including GST as per rule)	Amount in figures including all taxes (including GST as per rule)
1.	Supply of 1st quality well burnt <b>Unslaked lime</b> in a sealed air tight bags including transportation lead, lift & stacking at site. (Rate Including G.S.T. as per Rule)	8322.65	Kg		<b>Rate Should not be quoted in this field. Rate should be quoted in BOQ only.</b>
2.	Supply of fine crushed brick <b>Surkhi</b> obtained from 1st class well burnt bricks including transportation lead, lift & stacking at site for measurement. (Rate Including G.S.T. as per Rule)	13.15	Cum		
3.	Supply of Sieved <b>Coarse Sand</b> (Screened) free from lumps, dust, silt & organic impurities. including transportation lead, lift & stacking at site for measurement. (Rate Including G.S.T. as per Rule)	13.15	Cum		
4.	Supply of Belgiri. (Rate Including G.S.T. as per Rule)	58.58	Kg		
5.	Supply of Gum Babool. (Rate Including G.S.T. as per Rule)	37.45	Kg		
6.	Supply of Gur (Rate Including G.S.T. as per Rule)	55.30	Kg		
7.	Supply of Batasa. (Rate Including G.S.T. as per Rule)	9.80	Kg		
8.	Supply of Red Oxide Powder (Rate Including G.S.T. as per Rule)	9.80	Kg		
9.	Supply of Red Sand Stone 65mm thick (Rate Including G.S.T. as per Rule)	40.10	Sqm		
10.	Supply of Red Sand Stone 10 to 30 cm thick required size (Rate Including G.S.T. as per Rule)	8.24	Cum		
11.	Supply of C.R. Stone Nominal Size (Rate Including G.S.T. as per Rule)	12.24	Cum		



12.	Supply of S.S. Rod/ Clamp (Rate Including G.S.T. as per Rule)	27.34	Kg
13.	Supply of Colouring Pigment (Rate Including G.S.T. as per Rule)	29.62	Kg
14.	Supply of Lakhori Brick required size (Rate Including G.S.T. as per Rule)	2.22	Cum
15.	Supply of Brick Ballast 25mm size (Rate Including G.S.T. as per Rule)	19.11	Cum
16.	Supply of White Marble 2cm thick (Rate Including G.S.T. as per Rule)	1.32	Sqm
17.	Supply of Black Marble 2cm thick (Rate Including G.S.T. as per Rule)	0.52	Sqm
18.	Supply of Safedi Lime. (Rate Including G.S.T. as per Rule)	196.93	Kg
19.	Supply of Marble Dust. (Rate Including G.S.T. as per Rule)	1177.56	Kg
20.	Hiring charges of electric / diesel Mixer grinder for mortar with Operator and fuel etc. complete. (Rate for 1Cum.). (Rate Including G.S.T. as per Rule)	27.65	Cum
21.	Earth work in excavation by mechanical means manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. (Rate Including G.S.T. as per Rule)	3.46	Cum
22.	Providing and laying in position cement concrete of specified grade 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size). (Rate Including G.S.T. as per Rule)	3.46	Cum
23.	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat etc. as required frames, gates and similar works. As per instruction of Site In-charge. (Rate Including G.S.T. as per Rule)	2849.30	Kg
24.	Painting with synthetic enamel paint of approved brand of required colour: Two or more coats on new work etc complete. As per instruction of Site In-charge. (Rate Including G.S.T. as per Rule)	222.51	Sqm

Rate Should not be quoted in this field.  
Rate should be quoted in BOQ only.

  
 Superintendent 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 &amp; Conditions of Tender.

TENDER REFERENCE NO. :- 03/FTS/05/2025-2026/W (PNE CODE 283110)

PLACE OF WORK:- FATEHPUR SIKRI, AGRA

Name of Works: REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI,  
AGRA-SUPPLY OF MATERIALS

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
7. A qualified engineer shall be engaged by me during the execution of the work.

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 etc.
2. GST No. Certificate.
3. Income Tax Return for three financial year 2021-2022, 2022-2023 and 2023-2024 (A.Y. 2022-2023, 2023-2024 & 2024-2025).
4. PAN Card.
5. Average annual financial turnover for financial year (i.e. 2021-2022, 2022-2023 and 2023-2024), should be at least 30% of the tender cost i.e. **Rs. 2,83,616/-**. A certificate in this regard issued by the CA has to be submitted.
6. Acceptance as ANNEXURE-I & Declaration as Annexure VI.
7. An agreement on stamp paper with a qualified civil engineer with name and their qualification (along with his qualification certificate) to be deployed to supervise the work should be attached with tender documents as ANNEXURE-IX. The agreement will be within a one year from the last submission date of NIT.
8. The firm / agency should have experience for completion of similar nature of work (**Means the bidder should have the experience for supply of materials for conservation work or the complete work for the conservation of heritage monuments**) at Monuments/heritage sites at least three works each costing not less than 40% of the tender cost i.e. 3,78,154/- OR Two works each Costing not less than 50% of the tender cost i.e. Rs. 4,72,693/- OR One similar work costing not less than 80% of the tender cost i.e. Rs. 7,56,309/-. And that/those work/works should have been completed in the last 7 years ending last day of the month, previous to the month of floating of the tender.
9. Contractor will submit a certificate that he himself has visited the working site and he agrees to do the work as per site condition and the required material are available as ANNEXURE-X.

**All above works COMPLITION CERTIFICATES with work orders are essential at Monument/Heritage Site.**

- (iv) Annexure III & IV with all required documents i.e. Income tax returns, GST Returns & Turnover etc.
- (v) Any other relevant supporting document.
- (vi) Integrity Pact (As per Annexure VII & VIII.)

**NOTE:-**

- All documents as stated above from Sl. No. 1 to Sl. No. 9 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 VII completely with page No. etc.

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



**PART-A (TECHNICAL BID)**

Name of Work: **REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS**

(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:**

**Annexure-IV**

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 etc.	Valid Registration certificate of the Contractors/Company/ Firm/Agency should be submitted		
2.	The Firm/ Agency/ Contractor should be registered Certificate of GST and Pan Card.	Copy of GST Registration Certificate and Pan Card to be proved.		
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 TO BE ENCLOSED.		
5.	The firm/agency should have average annual financial turnover for financial year (i.e. 2021-2022, 2022-2023 and 2023-2024) , should be at least 30% of the tender cost i.e. <b>Rs. 2,83,616/-</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.	The firm / agency should have experience for <b>similar nature of work</b> at least three works each costing not less than 40% of the tender cost i.e. <b>3,78,154/-</b> OR Two works each Costing not less than 50% of the tender cost i.e. <b>Rs. 4,72,693/-</b> OR One work costing not less than 80% of the tender cost i.e. <b>Rs. 7,56,309/-</b> . and those work/works should have been completed in the last seven years ending last day of the month, previous to the month of floating of the tender.	Copies of work order and their completion certificate to be provided. (Completion Certificate must contain amount in which work completed)		NO. Of
7.	EMD (in FDR form) in favour of S.A. Agra Circle, Agra OR Exemption Certificate.	COPY TO BE PROVIDED.		
8.	Tender acceptance Letter (Annexure-I), Declaration Certificate of black listing (Annexure-VI), Integrity Pacts (Annexure VII & VIII), Agreement with Engineer for the work (Annexure IX) and Site Inspection Report (Annexure-X)	COPY TO BE ENCLOSED		

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

1. 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.
2. The bidders are requested to enclose only required documents.
3. **Similar Nature of Works Means:-** The bidder should have the experience of supply of materials for conservation work or the complete work for the conservation of heritage sites/ monuments.



Details of Experience (Document Enclosed):-

Annexure – V

Sl. No.	Year	Name of Department & Address	Work (Only nature of Work)	Name Similar/ of	Work Completion Date	Work done amount	Amount Value of Contract	Mention number of Completion Certificate & work order which is uploaded	Page of order is
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/05/2025-2026/W (PNE CODE 283110)**  
**Name of Works: REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI,**  
**AGRA-SUPPLY OF MATERIALS**

1. I, \_\_\_\_\_ Son/Daughter of Shri \_\_\_\_\_  
 signatory of the company/agency/firm mentioned above, is competent to sign this  
 declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to  
 abide by them.
3. My agency has not been blacklisted/ debarred from participating in tender of any Ministry/  
 Department of Government of India and any Government department in the last Three (3) Years  
 as on date of opening of this Tender.
4. The information/documents furnished along with the above application are true and authentic to  
 the best of my knowledge and belief.
5. I/we am/ are well aware of the fact that furnishing of any false information/ fabricated  
 document would lead to rejection of my tender at any stage besides liabilities towards  
 prosecution under appropriate law.
6. I/We will liable for all labour Payment and material payment and submit certificate for the same.
7. I/We have actually seen the site and are fully adhere with the quality & quantity of the work to be  
 executed.

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal:



FORM-III  
INTEGRITY PACT

To,

M/S .....

.....

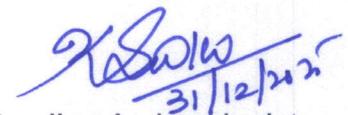
.....

Sub: NIT No. 03/FTS/05/2025-2026/W for the Work "REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS"-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

  
31/12/2025

Superintending Archaeologist



**INTEGRITY PACT**

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

Sub.: Submission of Tender for the Work of **REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS** -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)



**AGREEMENT**  
**(ON STAMP PAPER WITH NOTARY ATTESTED)**

I ..... (Name of Contractor) ..... S/o Sh..... sole proprietor of the firm M/s..... Address..... do hereby state that an agreement is made on dated..... between me and Civil Engineer Sh..... Address..... Qualification..... that all government works and other works allotted to M/s. .... (Name of firm) are being executed under the supervision of civil engineer. Sh..... as agreed by him.

Signature of contractor  
Name of contractor  
Name of firm

Notary attested

I hereby agreed with the above  
Signature of civil engineer  
Name of civil engineer  
Address.....



ANNEXURE-X

It is certified that I have attended the work site **REPAIRS TO THE JAMI MASJID, DARGAH COMPLEX AT FATEHPUR SIKRI, AGRA-SUPPLY OF MATERIALS** and inspected the work site for the work to be done. I am ready to work there.

I have thoroughly informed about the material to be Used/Supplied in the work, availability of water etc. I will use high quality material at the rates quoted by me in the tender and will do good quality work and will do the work as per the guidelines given by the site in-charge or departmental officers.

Signature of Proprietor.....

Name of Firm.....

Date.....



## 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. 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.

- i) 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.
- ii) 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.

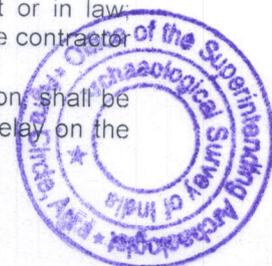
### 2. TIME AND EXTENSION FOR DELAY:

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.

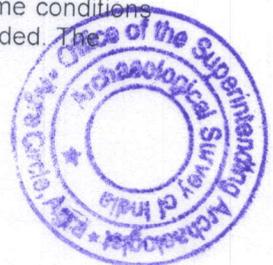
o In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Competent Authority certifying the sum to which the contractor 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



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:**

- o 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.
- o 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 enrol 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**.

