

NOTICE INVITING TENDER

**FOR "STRUCTURAL CONSERVATION OF ROSAGHARA (HOLY KITCHEN) OF
LORD LINGARAJ TEMPLE AT BHUBANESWAR FOR 2025-26"**

REFERENCE NO. : 5/1/410/2025-26 159
dt 30/4/26



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



1. NOTICE INVITING E-TENDER

The Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha – 751002 on behalf of the President of India, invite open E-Tender for execution of work with materials for “**Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26**” from the Licensed Contractors.

Tender amount: Rs.1,24,78,177/- (Rupees One crore twenty four lakhs seventy eight thousand one hundred & seventy seven only including GST, EPF, ESI Labour Cess and other related Taxes/Cess etc. as applicable)

EMD: Rs.3,12,000/- (Rupees Three lakhs & twelve thousand only) [EMD payment option- A or B]

Period of completion: Time period for completion of work will be 180 days (One hundred and eighty days) from the date of issuance of Work Order.;

Last date for submission of E-Tender : 19.05.2026 up to 18:00 Hrs.

For more information, visit <https://eprocure.gov.in/eprocure/app> and www.asi.nic.in

In case of any corrigendum/addendum issued on the above advertisement, it will be published only on <https://eprocure.gov.in/eprocure/app>


Superintending Archaeologist
30/05/2026



Section-1
Table – A: Time and Work Frame

Open Tender Notice For “Structural Conservation of Rosaghara (Holy Kitchen) of
Lord Lingaraj Temple at Bhubaneswar for 2025-26”

Manual bids shall not be accepted
2. CRITICAL DATE SHEET

1.	Date of issue of Tender	30.04.2026 at 18.00 Hrs.
2.	Bid Document Download/Sale Start Date	30.04.2026 from 18.00 Hrs.
3.	Date of Pre Bid Conference For clarifying issues and doubts, if any, about specification of material and services projected in Bid document.	N.A.
4.	Start date for submission of filled-in tender document.	30.04.2026 from 18.00 Hrs.
5.	Bid Submission End Date	19.05.2026 up to 18.00 Hrs.
6.	Date of opening of Technical/Financial bid	20.05.2026 at 15.30.Hrs.
7.	Date of meeting with Bidders post Technical Bid opening for presentation and Document Verification	N.A
8.	Validity of Bid	90 Days.
9.	<p>Earnest Money Deposit (EMD): Mode for EMD Submission has two options; A or B. Option A : In the Shape of Demand Draft (DD) for Rs.3,12,000/- (Rupees Three lakhs & twelve thousand only)(Bank Demand Draft) in favor of Superintending Archaeologist, Archaeological Survey of India (ASI),Bhubaneswar Circle, Bhubaneswar, Odisha – 751002 (refundable). Option B: In the shape of EMD exemption certificate from MSME, NIC, Ministry of Culture.</p> <p>Option A: Demand Draft for Rs.3,12,000/- (Rupees Three lakhs & twelve thousand only)in favour of “Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar” (refundable) payable at Bhubaneswar and the sealed cover should reach the office of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha - 751002 before technical bid opening date and time as prescribed in the tender. EMD DD must delivered in sealed cover and should either drop in the tender box or reach on or before the date and time of bid submission end date. Tender is liable for rejection for non-submission/ non-receipt of Original DD for the EMD. The offer without EMD will be summarily rejected. Authority is not responsible for the postal/courier delay in receiving the DD within the due date & time. DD for EMD and is valid only if it is drawn during the NIT notice period. DD for EMD of all unsuccessful bidders will be returned within a short period after opening the technical & financial bid. The approved bidder’s DD for EMD will be returned on receipt of security deposit. OR</p> <p>Option B: Copy of the certificates of the Contractors/ Companies/ Firms/ Agencies/ Units registered under Single Point Registration Scheme of NSIC are only (All MSME shaving registration as per the provision of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Limited (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME) eligible for exemption from payment of Earnest Money Deposit under “Public Procurement Policy for Micro & Small Enterprises order 2012” As notified by the Government of India Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 26.03.2012. The Contractors/ Companies/ Firms/ Agencies/ Units those who is registered in MSME with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture are exempted from paying EMD cost. But they should attach all copies of the MSME certificate, NSIC Registration certificate & Government Purchase Enlistment Registration details.</p>	

3. Address for communication, are as given below:-

Contact Details:

Contact Person	Address for Communication
3.1 Superintending Archaeologist	O/o Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Puratattva Bhawan, (1 st Floor), Samantarapur, Old Town, Bhubaneswar, Pin : 751002. E mail id: circlebhu.asi@gmail.com
3.2 Conservation Assistant	O/o Conservation Assistant, Archaeological Survey of India, Bhubaneswar Sub Circle, Samantrapur, Bhubaneswar.



SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. SCOPE

1.1 The Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha - 751002 on behalf of President of India, invites Online Bids in the prescribed form under the Two Bid system; i.e. Technical Bid and Financial Bid for execution of work with materials, for the work of “**Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26**” Estimated amount: **Rs.1,24,78,177/- (Rupees One crore twenty four lakhs seventy eight thousand one hundred & seventy seven only including GST, EPF, ESI Labour Cess and other related Taxes/Cess etc. as applicable)**

1.2 The interested Contractors/Companies/Firms/Agencies/Units are required to Submit/deposit their tender documents and upload in the website of CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidder in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

1.3 The scope of work shall include:

- * Dismantling dressed stone work ashlar face stone work, marble work or precast concrete work manually/ by mechanical means including stacking of serviceable and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge : In lime mortar with additional lead of 100 m.
- * Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift up to 1.5 m, as directed by Engineer-in-Charge/
- * Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)
- * Providing and laying local sand stone (chisel dressing up to required finishing) flooring of required thickness as per original with sand stone obtained from approved quarry with a wearing coat of 25 mm thick lime mortar 1:1:1 (1lime :1sand:1surkhi) etc., complete as directed by Engineer-in-charge
- *Pointing of the joints of ashlar stone masonry in traditional lime mortar 1:1:1(1 lime :1 sand : 1 surkhi) mixed with essence mix and petty patch mending to the gaps, voids, fissures and cracks wherever required including cleaning, washing, the joints and curing etc complete
- * Drilling holes of 12 mm diameter up to 300 mm depth and fixing nozzles for PMC Grout in the inner chambers for fill the gaps, voids, cavities, in the inner core for consolidation.
- * PMC Grouting with acrylic polymer emulsion added with OPC one part having polymer loading 10% with appropriate dose non shrink powder 0.05 part (Cebex) and plasticizer 0.05 part having varying pressure 0.2 to 0.5 kg/sqcm.
- * Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead : Of area 3 sq. metres and below
- * Providing wooden ledged door of sal wood as per same design, cost includes supply of sal wood, making charges, fittings and fixing etc all complete as per instruction of EIC.
- * Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge.
- * Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 15 km for all lifts, complete as per directions of Engineer-in-charge.
- * Supplying and laying of following size DWC HDPE pipe ISI marked along with all accessories like socket , bend, couplers etc. confirming to IS 14930, Part II complete with fitting and cutting , jointing etc. in the existing trench, complete as required. 160 mm dia (OD-160 mm & ID- 135 mm nominal).



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* Providing intermediate layer of fiber net between two layers of PMC (Nitobond AR) to restrict to develop the surface cracks with finish with roof guard on the top of the surface at Roshoghar of Lingaraj Temple Bhubaneswar.

The Contractor/Firm/Agency should have successfully completed similar nature of conservation/restoration works at similar style archaeological monuments/ temples/ sites of ASI/ state archaeology departments/ municipal bodies.

1.4 Time period for completion of work will be 180 days (One hundred & eighty days) from the date of issuance of Work Order.

2. DOCUMENT TO DOWNLOAD

2.1 The system of e-tendering shall be adopted comprising of Technical Bid and Financial Bid. Document Download: **Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATESHEET.**

2.2 Technical bid should inter alia; contain all technical details of service and solutions to be provided along with such documentary proofs. Financial Bid should, inter alia, indicate item-wise price other commercial/financial terms against the items mentioned in the Tender Bid.

3. BID SUBMISSION

3.1 Applicant/intending or interested Bidders/contractors/Companies/Firms/Agencies/ Units are invited to submit their online proposal after **site inspection** and 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 only within the stipulated date and time as mentioned in the CRITICAL DATE SHEET. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>**

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

3.3 The Bidding Company should only be a Limited / Private Limited Company registered under the Companies Act 1956/ Proprietorship Company registered with the appropriate Authority. JV Consortium is not permitted.

4. GST

4.1 In this BoQ the GST is calculated @18% as per the latest Notification of Government of India for the work of Centrally Protected Monuments in Archaeological Survey of India.

4.2 The present GST rate will be applicable till the work contract including maintenance period or any new notification/amendment is issued by the Government of India in this regard.

5. EMD

5.1 The hard copy of original instrument in respect of Earnest Money Deposit (EMD) must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha - 751002 on or before Technical Bid opening date/time as mentioned in Critical Date Sheet, Tender shall likely to be liable for legal action for non-submission of original payment instruction like DD etc. against the submitted bid. The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture.

5.2 The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; or

(ii) In case of successful bidder, if the bidder:

(a) Fails to sign the contract in accordance with the terms of the tender document;

(b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client;

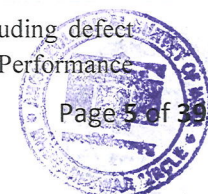
(c) Fails or refuses to honor his own quoted prices for the services or part thereof.

6. PERFORMANCE SECURITY DEPOSIT

6.1 The Performance Bank Guarantee (PBG) Performance Security Deposit (PSD) shall be at the rate of **5 %** of the contract/awarded value. in the form of Bank Guarantee/Fixed Deposit pledged in favour of Superintending Archaeologist, Archaeological Survey of India Bhubaneswar Circle, Bhubaneswar, Odisha-751002. The successful bidder within **07 (seven)** days of the acceptance of the LoA must submit a Performance Bank Guarantee (PBG) in the form of a Bank Guarantee (F.D/TDR) of any Nationalized bank, a sum equivalent to **5%** of the accepted contract value. Format of the performance guarantee certificate in their company's letter head.

6.2 The performance Security Deposit shall be retained with office till the work completion period including defect liability maintenance contract period for five years from date of commissioning of the project. The Performance

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Guarantee in the form of Bank Guarantee / TDR / FDR shall be discharged / returned after expiry and successful completion of Contract including maintenance period, within a period of 6 months. In case of non-execution of contract in part or in full, the performance security Deposit (PSD) shall be forfeited after giving due notice to the bidder in respect of the defective / improper performance / execution / breach of any of the terms of the Contract etc.

- 6.3 The performance Bank Guarantee (PBG) will be forfeited by order of the competent authority of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said performance Bank Guarantee (PBG) as may be considered by the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 6.4 If the contractor is called upon by the competent authority of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Superintending Archaeologist of Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 6.5 On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute no Demand Certificate/ no defect liability certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
- 6.6 The success tender will have to deposit performance security Deposit (PSD) of 5% of order value in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) made in the name of the Contractors/Companies/Firms/Agencies/Units, but hypothecated to the Superintending Archaeologist, Archaeological Survey of India Bhubaneswar Circle, Bhubaneswar, Odisha-751002 covering the initial period. The FDR will have to be deposit accordingly renewed by the successful tender.

7 VALIDITY OF CONTRACT

- 7.1 The contract shall be completed within a period of **180 days (One hundred & eighty days)** from the date of Award of Contract subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, as per the mile stone the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The Initial cost quoted by bidder for their defect maintenance liability charges of the Contract shall be valid for the entire contract period. No price escalation other than the statutory levies by Government shall be entertained by the client during the entire contract period.

8 RIGHT OF ACCEPTANCE

- 8.1 The Superintending Archaeologist, Archaeological Survey of India Bhubaneswar Circle, Bhubaneswar, Odisha-751002 reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bids. The decision of the competent Authority of the Office of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 in this regard shall be final and binding.
- 8.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 8.3 The competent authority of the office of the Superintending Archaeologist Archaeological survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 reserves the right to award any or part or full contract to any successful contractor at its discretion and this will be binding on the bidders.
- 8.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the contractor that has been awarded the contract, the competent authority of the Office of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 8.5 The Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/institutions/Local Bodies/Municipalities/Public Sector Undertaking etc.



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14. GENERAL

- 14.1 **Tendered work shall be completed within 180 days (One hundred & eighty days).** The time allowed for carrying out the work as entered in the tender, shall be reckoned within 10 days from the date of issuing of work order.
- 14.2 The Income tax (TDS), GST and Labour Cess or any other taxes levied by the government shall be deducted from the respective bills as per the provisions of the Government of India Notification/Income Tax Department & Labour Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- 14.3 The Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 reserves the right to cancel any or all the bids without assigning any reason.
- 14.4 Labour's aged between eighteen years to not more than sixty years will only be engaged for work.
- 14.5 The contractor/agency shall not sub-contract the work. ASI shall have the full right to ask for removal/replacement of any person of the agency, who is not found to be fit/suitable and orderly discharge his/her, duty.
- 14.6 Since it is a part of the conservation work to the centrally protected monument and not a modern work like CPWD, it is understood that the bidder has inspected the site and assessed the volume and nature of work before bidding for the project; no claim whatsoever will be entertained at any stage, in this regard.
- 14.7 The site is a National Monument and its ambience must be maintained without any damage to monument. As the sites are non-smoking area/non plastic area and hence the agency must be strictly comply with such requirement.
- 14.8 The agency has to bear with abrupt repeal of funds by the Government and has to wait till allotments are made. No interest for the delay in payment will be made by the ASI. The quantum of work can be modified as per availability of the funds and need of the work.
- 14.9 ASI reserves its right to regulate (scale down) the work as per the situation considering the nature and consequences in work progress and the payment will be as per actual executed work and the contractor will not have any claim beyond the actual.
- 14.10 Each page of the tender documents including NIT must be stamped and signed. All the bidders are hereby explicitly informed that the conditional bids or bids with deviations from the conditions of the contract, not meeting the minimum criteria, technical bids not accompanied with EMD of requisite amount or any other requirements, stipulated in the tender documents are liable to be rejected. DD for the EMD is valid only if it is drawn during the NIT notice period.
- 14.11 All the registration certificates should be valid on the date of opening of the tender.
- 14.12 Approved bidder should submit the complete work schedule plan item wise, milestone. For approval by employer before initiation of work.
- 14.13 **Bidder shall abide by the Compliance of Public Procurement (Preference to Make in India), order 2017 and subsequent amendment time to time that: a) The bidder is compliant to Public Procurement (Preference to Make In India) order 2017 and subsequent amendments dated 16th September 2020 as relevant and applicable; b) The bidder is compliant to the Provision of Rule 144 (xi) of GFR 2017. (Both orders available in internet).**
- 14.14 Preference will be given those have experience in Archaeological Survey of India or have good experience work in any Govt. organization.
- 14.15 The Bidder shall bear all costs associated with the preparation and submission of the bid. The employer in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.
- 14.16 Any clarification of bids, the Employer at its discretion may ask the bidder. The clarification and response from bidder shall be in writing. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender.
- 14.17 Whenever minimum wages is revised by the Government, the rate in the contract and the consequential statutory payment shall automatically get revised keeping the Contractors Service Charges unchanged.
- 14.18 All entries in the tender form should be legible and filled is clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Bid Application must be initialed by the person authorized to sign the tender bids.
- 14.19 The Contractors/Companies/Firms/Agencies/Units 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. Bidders should provide necessary supporting documents as proof in respect of the eligibility criteria.
- 14.20 **The Contractor/Firm/Agency should have successfully completed similar nature of conservation or restoration works in similar style archaeological monuments/ temples/ sites of ASI/ state archaeology departments/ municipal bodies.**
- 14.21 The Bid of tenders shall be opened at Office of Superintending Archaeologist, ASI, Bhubaneswar Circle, Purattatva Bhawan, 1st Floor, Samantarapur, Old Town, Bhubaneswar – 751002, in the presence of the Authorized representatives of the Contractors/ companies/ firms/ Agencies/ Units, if any, who are present on the spot at that time.
- 14.22 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.
- 14.23 If the date of opening of the tender happens to be a holiday, the tender will be opened on the next working day.

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9. NOTIFICATION OF AWARD BY ISSUANCE OF LETTER OF ACCEPTANCE

- 9.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to the client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by him.
- 9.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 9.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contract or to mobilize the work.
- 9.4 The contractor should submit the Letter of Acceptance in their Company's letter head.

10. TERMINATION

- 10.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited. The agreement shall be come to an end either on completion of the contract or shall be terminated due to breach of contractual obligations.

11. SIGNING OF CONTRACT AGREEMENT

- 11.1 The successful bidder shall present himself for signing of the contract within 07 days after receipt of the Award of the Contract and execution of the agreement. The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services. Client shall prepare the draft Articles of Agreement, duly incorporating all the terms of agreement between the two parties and send the same induplicate to the successful Bidder for their concurrence.
- 11.2 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within seven (07) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed;
- 11.3 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.
- 11.4 Contract Agreement including five-year liability free and maintenance period has to be executed with Client within 07 days from the date of issue of tender acceptance letter.
- 11.5 Company should attach or upload copy of the written power of Attorney of the signatory of the Bid to commit the Bidder for signing NIT, agreement and all other documents related to the tender.

12. COMMENCEMENT OF WORKS/SERVICES

- 12.1 The Contract shall become legally binding and in force only upon: Submission of Performance Bank Guarantee in accordance with Clause 6.1 .The Contractor shall commence work immediately after the date of issuing of Award of Contract.

13. FRAUD AND CORRUPTION

- 13.1 The Employer requires Bidders, suppliers, contractors, Companies, Firms, Agencies and Units to observe the highest standard of ethics, during the procurement and execution of contracts. In pursuance of this policy, the Employer: Defines, for the purposes of this provision, the terms set forth below as follows:
- a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Government, and includes collusive practices among bidders and consultants (prior to or after submission of bids and proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Government of the benefits of free and open competition;
- c) "collusive practices" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of contract;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in the procurement process or affect the execution of a contract.;
- 13.2 will reject a bid and/or proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 13.3 will respectively declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the Employer if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.



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- 14.24 Water arrangement/Scaffolding/Electrical connection/T&P articles will be managed by the contractor.
- 14.25 The quantity/item of work can be increased/ decreased as per site requirements.
- 14.26 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.
- 14.27. No. Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service, without the prior permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 14.28 The tender of the work shall not be signed as a witness by a contractor or contractors who himself/themselves is/are also submitting Tender/bid for the same work.

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F. No. 5/1/410/2025-26- 159
Government of India
Ministry of Culture
Archaeological Survey of India,
Bhubaneswar Circle, Bhubaneswar

Puratattva Bhawan, Samantarapur
Bhubaneswar-751002
Dated: 30/4/2026

5. NOTICE INVITING E-TENDER
(Manual bids shall not be accepted.)

The Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha – 751002 on behalf of the President of India, invite open e- tender for execution of the work with materials for “**Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26**” from the Licensed Contractors/Companies/Firms/Agencies/Units Registered in CPWD/PWD/Central Government/ State Government/ASI and having experience in similar nature of conservation/restoration works as per the eligible criteria given in the NIT **up to 18:00 hours of 19.05.2026** and technical bid of the e-tender will be opened on **20.05.2026 at 15:30** hours. The eligible contractors as per the clauses given in NIT may upload their tender documents online only at CPPP web site: <https://eprocure.gov.in/eprocure/app>.

Estimated amount : Rs.1,24,78,177/- (Rupees One crore twenty four lakhs seventy eight thousand one hundred & seventy seven only including GST, EPF, ESI Labour Cess and other related Taxes/Cess etc. as applicable)

Earnest Money Deposit (EMD): Rs.3,12,000/- (Rupees Three lakhs & twelve thousand only).

Online open e-Tender on behalf of the President of India, invited for execution of work for “**Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26**” under the Two Bid System i.e. Technical Bid and Financial Bid from eligible, qualified, reputed, experienced in similar nature of work and financially sound approved/ registered Contractors/ Companies / Firms/ Agencies/ Units with CPWD/PWD/Central Government/ State Government/ASI.

Tender document consisting of detailed specifications, the schedule of quantities of the various classes of work to be done and the set of conditions of the contract to be complied with by the person whose tender would be accepted. The tender forms can be downloaded from our website- www.asi.nic.in ; & e-portal <https://eprocure.gov.in> .

- 1 Time period for completion of work will be **180 days (One hundred & eighty days) from the date of issuance of Work Order**
- 2 Interested Contractor/Companies/ Firms/ Agencies/Units may submit online proposal complete in all respects within the stipulated date and time as mentioned in the tender documents as given in CRITICAL DATE SHEET. Bids shall be submitted online only at CPPP website (<https://eprocure.gov.in/eprocureapp>)
- 3 The interested Contractors/Companies/ Firms/ Agencies/Units must deposit / submit the Earnest Money Deposit (EMD) in original instrument (Refundable without interest) in the form of Demand Draft drawn in the favour of “Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha - 751002” payable at Bhubaneswar in the office of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha– 751002 on or before opening of the technical bid. In case of submission by post/courier, the responsibility of delivering it before opening time and date rests with the bidder. The tender bids not accompanied with EMD for requisite amount will be rejected at the initial stage itself:
- 4 Any enquiries regarding the tender can be made from the office of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha- 751002 during the office hours of all working days.
- 5 If the date of opening of the tender happens to be holiday, the tenders will be opened on the next working day.
- 6 The right to accept or reject any or all tenders including lowest one without assigning any reason thereof is reserved. Canvassing in any form would be considered as demerit and the tender is liable to be cancelled.
- 7 **In case of any corrigendum/addendum issued on the above advertisement, it will be published only on <https://eprocure.gov.in/eprocure/app>**
- 8 No tender shall be entertained after this deadline under any circumstances what so ever. The Bid of tender will be opened at Bhubaneswar Circle, Puratattva Bhawan, Samantarapur, Old Town, Bhubaneswar, Odisha-751002 in the presence of authorized representative of Bidders as may wish to be personally present.



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10. The site of the work is available or the site for the work shall be made/ available in parts.
11. The time allowed for supply of material/ execution of work will be reckoned from the date of issue of work order / Site handing over to commence the work whichever comes earlier
12. ASI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002 in this regard shall be final and binding on all parties in all circumstances.
13. The successful bidder will have to deposit **Performance Guarantee/Security Deposit of 5% of order value** in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) made in the name of the Company/Contractor but hypothecated to the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha- 751002 covering the contract period including maintenance period. The FDR/BG will have to be accordingly renewed by the successful bidder.
14. The contractor should take utmost care and to see that no damage is caused to any part of the monument while execution of work.
15. Conditional bids shall not be considered and will be rightly rejected in the very first instance.
16. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. The Technical Bid Application must be signed by the person authorized to sign the tender bids.
17. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
18. All the rates including all taxes shall be quoted on the proper form of the tender alone.
19. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer in charge shall be communicated to the Superintending Archaeologist, Bhubaneswar Circle, Bhubaneswar, Odisha-751002. Successful bidder attention is drawn to Clause 19(&19 A to 19L) of the CPWD General conditions of contract, wherein the approved bidder have to submit the statements time to time as per the clause to the work in- charge and to Circle office.
20. GST/ any other local taxes in respect of this contracts shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.
21. The tender of works shall remain open for acceptance for a period of **180 days (One hundred & eighty days)** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or make any modifications in the terms and conditions of the tender, which are not acceptable to the department, then the Government shall forfeit 100% of the **Performance Guarantee/Security Deposit**.
22. The work shall be awarded to the L 1 bidder and who had fulfilled all the eligible criteria will become L1 only.
23. This office reserves the right to reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha-751002, in this regard shall be final and binding on all parties in all Circumstances.

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Superintending Archaeologist
ASI, Bhubaneswar Circle

30/04/2026

Copy to:

1. Office Note Board.
2. All Sub Circle Notice Board
3. Web Site, ASI, H.Q., New Delhi.
4. The Pay and Accounts Officer, ASI, New Delhi
5. The Regional Director (ER), ASI, Kolkata.
6. CA, ASI, Bhubaneswar Sub Circle

3



GOVERNMENT OF INDIA
ARCHAEOLOGICAL SURVEY OF INDIA
BHUBANESWAR CIRCLE, BHUBANESWAR

7. SCHEDULE OF QUANTITY AND WORK

Name of work: "Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26"

Tender reference no: **5/1/410/2025-26** 159 dt 30/4/26

Place where the work to be executed: **Lord Lingaraj Temple, Old Town, Bhubaneswar.**

Date of Tender opening (Technical Bids): **20.05.2026**

TENDER FOR EXECUTION OF WORK

I / We here by tender for the ~~supply of materials/execution of work with materials/labour contract~~ for the President of India the under mentioned memorandum according to the specification within the time specified therein subject to the conditions of the contract:

- (i) EMD is **Rs.3,12,000/- (Rupees Three lakhs & twelve thousand only)**.
- (ii) Performance Security @ **5% of the work order amount** as payable immediately on the acceptance of the Tender.

Description of work	Place of work	Period of Completion	Total QTY	Rate per unit	Unit	Total cost	Remarks
1	2	3	4	5	6	7	8
AS THE SCHEDULE OF QUANTITY GIVEN BELOW FOR REFERENCE ONLY -NOT FOR FILLING- ONLINE FINANCIAL BID ONLY.							

Rates are valid for a period till work completion; Site may be inspected before quoting the rates; all the materials to be used for works should be got verified /approved before taking up the works;

I agree to abide by the above conditions and quote rates entered in the schedule attached. If the tender be accepted, I hereby agree to abide by fulfill all the conditions and specifications contained in the CPWD, named "**General instructions and Conditions of Contract**" which have been read by me are in default thereof to forfeit and pay to the President of India or his successors, the penalty of sum of money mentioned in the said conditions. The contractor should take particular care to see that no damage is caused to any part of the monument/Architectural members while executing the work.

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Schedule of Quantity and Work

Schedule to accompany the tender for the work of "Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26".

Estimated amount: Rs.1,24,78,177/- (Rupees One crore twenty four lakhs seventy eight thousand one hundred & seventy seven only including GST, EPF, ESI Labour Cess and other related Taxes/Cess etc. as applicable).

(Sample of BOQ and contractors are requested NOT to quote any rate here under)

Details of work/BOQ

Sl. No	Item No.	Description of work/materials	Quantity/ Specification	Rate per unit inclusive of all taxes as applicable i.e. GST, IT, EPF ESI, Labour Cess etc.		Units	Total Amount
				In fig.	In words		
Sl. No.	Approved Item No.	Description	Quantity				
1.	04	Dismantling dressed stone work ashlar face stone work, marble work or precast concrete work manually/ by mechanical means including stacking of serviceable and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge : In lime mortar with additional lead of 100 m.	155.63 Cum				
2.	05	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift up to 1.5 m, as directed by Engineer-in-Charge:	615.31 Sqm				
3.	06	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	7.38 Cum				
4.	07	Providing and laying local sand stone (chisel dressing up to required finishing) flooring of required thickness as per original with sand stone obtained from approved quarry with a wearing coat of 25 mm thick lime mortar 1:1:1 (1lime :1sand:1surkhi) etc., complete as directed by Engineer-in-charge.	114.46 Cum				
5.	08	Pointing of the joints of ashlar stone masonry in traditional lime mortar 1:1:1(1 lime :1 sand : 1 surkhi) mixed with essence mix and petty patch mending to the gaps, voids, fissures and cracks wherever required including cleaning, washing, the joints and curing etc complete.	3,624.56 Sqm				
6.	09	Drilling holes of 12 mm diameter up to 300 mm depth and fixing nozzles for PMC Grout in the inner chambers for fill the gaps, voids, cavities, in the inner core for consolidation.	350 Nos.				
7.	10	PMC Grouting with acrylic polymer emulsion added with OPC one part having polymer loading 10% with appropriate dose non shrink powder 0.05 part (Cebex) and plasticizer 0.05 part having varying pressure 0.2 to 0.5 kg/sqcm.	3500 Kg.				
8.	14	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead : Of area 3 sq. metres and below	9 Nos.				
9.	15	Providing wooden ledged door of sal wood as per same design, cost includes supply of sal wood, making charges, fittings and fixing etc all complete as per instruction of EIC.	2.27 Cum.				
10.	16	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and	799.15 Sqm.				

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		staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge.					
11.	17	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 15 km for all lifts, complete as per directions of Engineer-in-charge.	453.96 Cum.				
12.	19	Supplying and laying of following size DWC HDPE pipe ISI marked along with all accessories like socket , bend, couplers etc. confirming to IS 14930, Part II complete with fitting and cutting , jointing etc. in the existing trench, complete as required. 160 mm dia (OD-160 mm & ID- 135 mm nominal)	20 Rmt.				
13.	21	Providing intermediate layer of fiber net between two layers of PMC (Nitobond AR) to restrict to develop the surface cracks with finish with roof guard on the top of the surface at Roshoghar of Lingaraj Temple Bhubaneswar.	271.33 Sqm.				

ASI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the S.A., ASI, Bhubaneswar Circle in this regard shall be final and binding on all parties in all circumstances.

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 Superintending Archaeologist
 Archaeological Survey of India
 For and on behalf of the President of India

30/04/2026

Copy to:-

1. Office Note Board.
2. All Sub Circle Notice Board
3. Web Site, ASI, H.Q., New Delhi
4. The Pay and Accounts Officer, ASI, New Delhi
5. The Regional Director (ER), ASI, Kolkata.
6. CA, ASI, Bhubaneswar Sub Circle



8. EVALUATION CRITERIA

Selection of Bidder will be conducted as per Competitive Bidding. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.

The bidder who quotes lowest rate in financial bid will be declared as L1. In case of tie in lowest rate, the contractor/Company/ Firm/ Agency/Unit who has completed/executed more value of similar nature of works during the last 7 years in centrally protected monuments in Archaeological Survey of India / any other Government organization as per the Tender Documents shall be declared as L1. In case of any further tie, the Company/ Firm/ Agency who has more turnover in last 3 financial years as per the statutory auditor report, shall be declared as L1.

Award Criteria: Inviting Authority shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Document and has offered the lowest evaluated Bid, provided that the Bidder has likewise been determined to be qualified to perform the Contract satisfactorily.

The work shall be awarded to the L1 bidder and who had fulfilled all the eligible criteria will become L1 only.

9. TERMS AND CONDITION OF CONTRACT & GENERAL INSTRUCTIONS

1. GENERAL

- The contracting Contractor/company/Firm/Agency/Unit shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract.
- The tenderer will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.
- ASI reserves the 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.
- All the labourers deployed for this work will be paid their wages on monthly basis by the Contractor/company/Firm/Agency/Unit through individual bank accounts and documentary evidence will be submitted to ASI before end of each month. ASI may verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider/contractor, besides other legal actions.
- Whenever minimum wages is revised by the Government, the rate in the contract and the consequential statutory payment shall automatically get revised keeping the Contractor's Service Charges unchanged.
- All the labourers will be paid their wages by the Contractor/Company/Firm/Agency/ Unit as per minimum wages act of Central Labour Commissioner.
- The tendering Contractor/Companies/Firms/Agencies/Unit are required to enclose photocopies of all the documents along with the technical bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further.
- Conditional bids shall not be considered and will be out rightly ejected in the very first instance.

2. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- This Department shall not be responsible for any damages, losses, claims, financial or Injury/accident to any person deployed by service providing agency in the course of their Performing the functions / duties, or for payment towards any compensation.
- The tendering Contractor shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A Compliance certificate in this regard will be submitted along with the bills every month.
- The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc.
- The contractor shall commence the work immediately from the date of issue of work order.
- The contractor will be bound by the details furnished to the Archaeological Survey of India while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be falls at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.
- The Contractor shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the person deployed by the Contractors are availed without any disruption.
- The contractor shall be solely responsible for the redresses of grievances/ resolution of disputes relating to person deployed. The Archaeological Survey of India shall, in no way be responsible for settlement of such issued whatever.

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3. LEGAL

- Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/ specified contract amount etc. in respect of the person deployed by it in the Archaeological Survey of India. The agency has to submit copy of deposit of EPF/ESI with concerned authority every month as an evidence of payment in accounts of person deployed.
- EPF/ESI contributions paid to the contractor labours worked for the awarded work will be reimbursed as per the norms of CPWD GCC contract labour regulations on actual basis, and on submission of requisite documents along with bill. (paid remittance and annexure I to IX of CPWD contract labour regulations).
- The tendering agency shall also be liable for depositing all taxes, levies, cess etc. on amount of service rendered by it to the Archaeological Survey of India to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- The tax at source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this department.
- The provision of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the assigned employees to Archaeological Survey of India.

4. FORCE MAJURE

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by Archaeological Survey of India:- If at any time, during the continuance of contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (here in after referred to 'events' provided notice of the happening of such events is given by either party shall be reason of such event be entitle to terminate this contract nor shall either party have any claim for damage 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 Director General, Archaeological Survey of India as to whether the deliveries have been so resumed or not, shall be final or conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days , either party may at its option to terminate the contract.”

5. ARBITRATION

Archaeological Survey of India, Bhubaneswar 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 Director General Archaeological Survey of India and the award of arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

6. APPLICABLE LAW

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

- Utmost care to be initiated during execution of work at monument and no harm to be occurred in the monument as well as the tourist.
- Machinery and Equipment brought to the site by the Agency at their own risk.
- The bidders are subject to be disqualified if they have :
 - 1) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
 - 2) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - 3) Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-charge.
 - 4) Indulged in unlawful and corrupt means in obtaining bids
 - 5) Been black listed/ their registrations by the competent authority.
- Bidders are advised to inspect and examine the site and its surrounding 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 this site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary 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



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own cost all materials, tools and 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 specifications of the work to be done and of conditions and rates.

- The bidders, in preparing the bid shall rely on site investigation reports referred to in the Contract Data, supplemented by any information available to the bidder.
- All the work will be supervised by the Site-in-charge and also inspected by team of Officers of Archaeological Survey of India as and when required. The Contractor is liable to answer all the queries.
- The Contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work e.g. Rent, Royalties, Cess and other charges of materials, Octroi and all other taxes including prevailing GST, EPF/ ESI from time to time. Ferry tolls, conveyance charges and other cost including temporary building required by the tendered for collection of materials, storage, housing of Staff or other purpose of the work are to be borne by the contractor at his own cost. No Rent will be payable to Govt. for temporary occupation of land owned by the Authority at the site of the work for bona fide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the authority and all such construction shall have to be demolished and debris removed and ground made cleared after completion of the work at no extra cost.
- The Contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in Archaeological Survey of India. If the fact subsequently proved to be false, the contract is liable to be rescinded. The EMD and total Security Money will be forfeited and he shall be liable of make good damages the loss or damages resulting for such cancellation.
- The Contractor shall have to abide by the Archaeological Works Code and CPWD Safety Code rules.
- The Contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department Engineer before taking up the work and during course of execution required from time to time.
- All materials before they are being used in the items of works as per this schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer / site in-charges.
- Schedule of quantities is accompanied, it shall be definitely understood that the Archaeological Survey of India does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alteration or omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation will be entertained.
- The department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issued of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the department or current market rate, whichever is higher.

7. RESOLUTION OF DISPUTES:

All disagreements, disputes, differences that may arise between the ASI and the bidder and which cannot be resolved through manual negotiations. Shall be referred to an Arbitrator appointed in accordance with the provision of relevant Indian or International law as the case may be. The venue of the proceedings and arbitration shall be Bhubaneswar (Odisha), India.

8. JURISDICTION:

The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The courts in Bhubaneswar (Odisha), India shall have the exclusive jurisdiction to try all or any of the disputes.

9. GENERAL CONDITION FOR PAYMENT

- In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
- The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.
- Unless otherwise specified documents which the contractor is to furnish while claiming payment are:
 - a) Original Invoice (GST Compliant format)
 - b) Certificate of pre-dispatch inspection by the Procuring Entity's representative/ nominee, if applicable
 - c) Manufacturer's test certificate, if applicable
 - d) Performance/ Warrantee Bond, if applicable
 - e) Certificate of Insurance, if applicable
 - f) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, in case of payment against dispatch documents, if so provided
 - g) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
 - h) Any other document specified.

Not
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10. MISDEMEANOURS AND PENALTIES

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

Violates the code of Integrity mentioned in GCC – clause 14.1 or GCC- Clause 10.1.6 (Fall Clause) or the Integrity Pact if included in the Tender/ Contract

Has been convicted of an offence:

- a) Under the Prevention of Corruption Act, 1988; OR
 - b) The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

11. LIQUIDATED DAMAGES

The reason for specification of liquidated damages List of breaches exposing the breaching party to liquidated damages The amount of liquidated damages (in a specified currency) Alternatively, a calculation method to ascertain the liquidated damages (amount slabs, percentages, etc.) Confirmation of the parties that they understand and appreciate the reasons and that the amount / formula for liquidated damages is reasonable Whether the quantified liquidated damages are the only remedy available to the non-breaching party or are there any other cumulative remedies.

The importance of liquidated damages cannot be undermined as in case of a default, enforcement is not dependent on actual damages suffered by the affected party. The courts too favour the aggrieved party, unless evidence to the contrary (e.g., self-inflicted damage) can be demonstrated. The percentage of LD may be variable in nature case to case basis i.e. 2% of the amount of Work done amount or will be decided by the technical scrutiny officers as deemed fit or reasonable one.

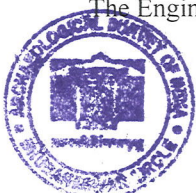
12. **DELAYS IN EXECUTION:** i) A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of the procuring entity or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of the procuring entity or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

- a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
 - b) Compensable delays – or Compensation Events, which put full burden of responsibility on the Procuring Entity as covered in the GCC; and
 - c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.
- d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.
- ii) Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension and/ or monetary relief but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

13. EXTENSION OF TIME (EOT)

i) Extension of Time (EOT) must not be left to the end; it should be dealt with promptly during the progress of the contract and for ongoing critical delay interim EOT may be awarded. The engineer shall, after due consultation with the procuring entity and the contractor, determine the length of such extension and notify the contractor accordingly, with a copy to the procuring entity. After the final stage of completion is reached (final taking-over certificate issued), EOT and LD may be reviewed, if required.

ii) If a compensation event occurs during the execution of the contract, the same shall be dealt with in terms of the GCC. The Engineer will assess whether and by how much the intended completion date shall be extended.



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iii) ASI may put in place a graded authority structure whereby extension of time for completion of contract, beyond a specified threshold value of contract, may be granted by the next higher authority.

14. VARIATIONS/ EXTRA /SUBSTITUTED ITEMS

- i) **VARIATION MEANS:** (a) increase or decrease in the quantity of any work included in the BOQ of the contract; (b) omission of any such work (but not if the omitted work is to be carried out by the procuring entity by another contractor); (c) change in the character or quality or kind of any such work; (d) change in the levels, lines, position and dimensions of any part of the works; (e) additional work of any kind necessary for the completion of the works; and (f) change of the specified sequence or timing of construction of any part of the works. The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original contract. The variation may result in additional or reduced payments to the contractor or there may be no price change at all. It is important to have a written procedure as part of the contract, for the issuing of a variation instruction. Once it is decided that a variation is required, the instruction should be issued promptly to minimise any adverse effect on the overall works. Before a variation can be instructed by the Engineer to the contractor, prior approval from the Procuring Entity is needed, except for certain situations as may be specified in SCC. The rate/ price/ valuation do not have to be agreed with the contractor, although this is preferable. Any change in 'approval for construction' drawings should be evaluated properly and their full financial implications worked out at that very stage for submission to the appropriate authority for approval. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and engineer and reported to the Procuring Entity for considering whether any action lies against the design consultant for non-conformity of the levels as shown by him in the drawings and those actually obtaining.
- ii) **KEEPING TRACK OF VARIATIONS/ EXTRA/ SUBSTITUTED ITEMS:** The variations register shall be used to administer and keep track of the status of a variation. Normally, the contractor has a tendency to report and claim positive variations (variations causing higher payments) and may not report negative variations. However, the engineer and Procuring Entity must keep track of such negative variations and issue timely letters. This shall cover the following important steps: a) b) c) d) e) The Procuring Entity's prior approval of the issue of the variation instruction; The engineer's instruction to the contractor (this letter creates the variation). Particular details of a variation are not entered into the variations register until the day the instruction is issued. Prior to that it is only a 'proposed variation' and is tracked/ administered in a separate register; The variation instruction letter must be given a unique variation number and details entered into the variation register; The register is updated at the end of each month and summarised on one sheet as 'variation status', so that the involved agencies are aware as to what work needing action is held up with each of them; and The financial implications are kept up to date.
- iii) **VALUATION OF VARIATIONS:** While taking decision with regards to variations a balance should be maintained between the perceived risks in quick finalisation of variations against the opportunity costs of delayed decision making e.g. project delays, cost escalations, loss of transparency etc. Variation instructions for modified, new or 94 additional work involving extra cost shall be valued as per the procedure set out in the relevant clauses of the contract. The following are the steps to be taken by the Engineer: a) To form an opinion as to the applicability of the rates in BOQ and if considered applicable, to use BOQ rates; b) c) d) e) If not considered applicable, to use BOQ rates as the basis for valuation; In the event of a disagreement, to consult with procuring entity and contractor to try and agree on suitable rates; this means developing new rates from first principles; If there is disagreement, to fix the appropriate rate; and To determine provisional rates to allow monthly certification. In making his recommendations, the engineer should give the contractor the opportunity to state his case and, if he considers the BOQ rate to be inappropriate, to present his proposals as to how the rate should be adjusted or what basis should be used to assess a new price. For his part, the contractor must support his submission with full particulars including, where applicable, a detailed cost breakdown of any rate in BOQ. The Procuring Entity must also be consulted with. The Procuring Entity should ensure that the above procedure has been duly followed and appropriately explained by the engineer in his recommendations, before he approves the variation. Where it is reasonable to value at the BOQ rate or some modification of it, any stance by the contractor that the tendered price may be 'wrong' or deliberately set low is irrelevant. The threshold level of the value/ quantity of a varied item below which a variation will not merit re-fixation of rate or price should be specified in the SBD. In case the engineer, while doing valuation of variations, notices significant cost and time over-runs due to deviations between actual ground situation and the situation recorded in DPR, he must bring to Procuring Entity's notice the reach-wise differences and the Ministry/ Department may consider stringent action against the consultant who has prepared such DPRs.
15. **DEFECTS LIABILITY PERIOD:** Any defects, shrinkage or other faults which may be noticed within 12 months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the engineer in- charge to be amended and made good by the contractor at his own cost unless the engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the Contractor the cost of making good the works

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The contract is not to be treated as completed until a Defects Liability Certificate (DLC) has been issued. There will be only one DLC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the PBG, it should be ensured that there is nothing outstanding from the contractor, because it would be difficult to retrieve such amounts after releasing the bank guarantee/ final payment.

16. CANCELLATION OF CONTRACT FOR DEFAULT:

Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractor, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if:

- i) the contractor has seriously or repeatedly breached the contract, including:
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
 - b) failure to obey instructions in relation to his progress or defective work, material or plant;
 - c) breach of the prohibition against sub-contracting;
 - d) failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;
 - e) substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer;
 - f) failure to comply with the requirements regarding JVs.
- ii) the contractor has committed fraud;
- iii) the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;
- iv) if the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - a) forfeiture of the performance security;
 - b) upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper. In small value contracts, instead of Risk Purchase, a fixed percentage recovery may be provided in the SBD; and
 - c) however, the contractor shall continue to fulfil the contract to the extent not terminated.

17. TERMINATION OF CONTRACT FOR INSOLVENCY:

If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

18. TERMINATION OF CONTRACT FOR PROCURING ENTITY'S FAILURE OR CONVENIENCE:

Termination of Contract for Procuring entity's Failure or Convenience After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will to become effective. This is not Procuring Entity's legal right- the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the tender document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it: (i) pending advances; (ii) other recoveries; and (iii) taxes as due.

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**GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER
AT THE TIME OF SUBMISSION OF BID**

Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM NO. CON255 dated 23.05.2011

A new provision of Integrity Pact (IP) was introduced in GCC – 2020. It is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field units have raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that : -

1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e-tendering is not followed.
2. In case of manual tendering, Superintending Archaeologist, Archaeological Survey of India should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
3. In case of e-tendering, Integrity pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact shall also be signed between Superintending Archaeologist, Bhubaneswar Circle and successful bidder after acceptance of bid. However in the case Integrity Pact required to be uploaded as per NIT eligibility.

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10.Integrity Pacts

To,
Superintending Archaeologist,
Archaeological Survey of India,
Bhubaneswar Circle, Bhubaneswar
Purattatva Bhawan, Samantarapur

Sub: Submission of Tender Fee for the work “Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26”.

Dear 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 the 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 Archaeological Survey of India. 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, Archaeological Survey of India shall have unqualified absolute and unfettered right to disqualify the bidder/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

**(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory
competent/ Authorized to sign the relevant
contract on behalf of Firm/ Company**

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INTEGRITY AGREEMENT

To be signed by the bidder and same signatory competent / Authorized to sign the relevant contract on behalf of ASI

This Integrity Agreement is made at _____ on this _____ Day of _____ 2026

BETWEEN

President of India represented through Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar, Odisha- 02 (Hereinafter referred as the **Principal/Owner** which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/ firm / Company)

Through

(Details of duly authorized signatory)

“**Bidder / Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principle / Owner has floated the Tender (NIT No.)
(hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract for

Hereinafter referred to as the “Contract”

AND WHEREAS the Principle/Owner values full compliance with all relevant laws of the land, rules, regulations, economics use of resources and of fairness/ transparency in its relation with the Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid boat the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”).

The terms and conditions of which shall also be read as integral part and parcel of the Tender/bid Documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this Pact witnesses as under:-

Article 1 : Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - (a) No employee of the Principal /Owner, personally or through any of his or her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which, the person is not legally entitled to.
 - (b) The Principal / Owner will, during the Tender Process, treat all Bidder (s) with equity and reason. The Principal / Owner will, in particular, before and during the Tender Process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.
 - (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) The Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2 : Commitment of the Bidder (s) / Contractor (s)

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of contract.
- 2) The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution :

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3)

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender Process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (For the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/ representatives if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.
- e) The Bidder(s)/ Contractor(s) will, when presenting the bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 4) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.
- 5) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to include public official to act in reliance thereof with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 6) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process.)

Article 3 : Consequences of Breach

Without prejudice to any rights that may be available to the Principal / Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder(s)/ Contractor(s) accepts and undertakes to respect and uphold the Principal / Owner's absolute right.

- 1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the contractor shall have power to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate / determine the contract, if already executed or exclude the Bidder(s)/ Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD / Performance Guarantee / Security Deposit:** If the Principal /Owner has disqualified Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal /Owner apart from exercising any legal rights that may have accrued to the Principal /Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.
- 3) **Criminal Liability :** If the Principal /Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4 : Previous Transgression

The bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Govt. or State Govt. or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 1) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings /holiday listing of the Bidder / Contractor as deemed fit by the Principal /Owner.



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- 2) If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal /Owner may, its own discretion, revoke the exclusion prematurely.

Article 5 : Equal treatment of all Bidders/ Contractors/ Sub- Contractors

- 1) The Bidder(s) / Contractor(s) undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violations of the principles laid down in this agreement / Pact by any of its Sub-Contractors/ Sub-vendors.
- 2) The Principal /Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.
- 3) The Principal /Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal /Owner and the bidder, along with the Tender or violate its provisions at any stage of Tender process, from the Tender process.

Article 6 : Duration of the Pact

This pact begins when both the parties have legally signed it, It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period. Whichever is more and for all bidders, till the contract has been rewarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, ASI.

Article 7 : Other Provisions

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the headquarters of the Division of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side Agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid . In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and conditions that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this **Integrity Agreement / Pact** **pr Interpretation thereof shall not be subject to arbitration.**

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of theprovisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at theplace and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1.
(Signature, name & Address)

2.....
(Signature, name & Address)

Place: _____
Date: _____

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11. APPLICATION FOR TENDER

*All information should be filled and **UPLOAD WITH ALL SUPPORTIVE DOCUMENTS** as a proof of information sought in Tender Application for Technical Evaluation.

Sl. No	Tender criteria/Description of Documents	
1	For Contractor Name of Licensee; Contractor/Company/Firm/Agency/Unit as per Valid registration certificate.	Please write the details (e.g.: Shri Ramakrishna Agrawal) <i>Attached</i>
1.a	Enlisted by which department/License issuing Authority and their full address	
1.b	Contractor/Company/ Firm/Agency/Unit's Valid Registration certificate/ License number	
1.c	Written power of Attorney of the signatory of the Bid to commit the Bidder and minutes of the Board of directors Appointing a person to sign on behalf of Contractor/Company/ Firm/Agency/Unit.	
1.d	Class, Category & Financial limit as per license	
1.e	License/Enlisted is valid up to	
1.f	Communication Address	
	Phone number	
	Mobile number	
	E mail id for tender clarification etc., through CPPP	
2	For EMD Exemption; MSMEs registered with NSIC Firms Name of the Enterprise/firm (if it is registered in MSMEs registered with NSIC) attached as	
2.a	Under which National Industry Classification Code the Company is registered and its classification activity	
2.b	MSME UAN Number	
2.c	Enterprise social class	
2.d	Address of the Enterprise	
	Phone number	
	Mobile number	
	Email id	
2.e	Enterprise Type (micro/small/medium)	
2.f	Registered under which activity (manufacturing/services)	
2.g	Date of commencement	
2.h	Date of Filing	
2.i	Date of printing	
2.j	NSIC Registration certificate attached as	
2.k	NSIC Registration number	
2.l	Government Purchase Enlistment Registration number Attached as	
2.m	Valid from..... up to.....	
2.n	Monetary Limit	
2.o	As a MSMEs registered company please specify Name of services/ Activities	
2.p	Definition of activities/services	
2.q	Quantitative/capacity services	
3	Valid Registration certificate of Establishment-For Labour Licence	
3.a	Registration number	



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3.b	Name of the establishment	
3.c	Nature of the Business (services/commercial)	
3.d	Validity period: from..... to	
3.e	Valid Labour Registration Certificate Number	
3.f	Valid Labour Registration Certificate-Central/State	
4	Copy of the Valid GST Registration certificate (also attach Copy of the GST returns/ challan for the last quarter of the Financial Year 2025-26)	
4.a	GST Registration Number	
5	Copy of PAN Card	
5.a	PAN card in favour of	
5.b	Pan card Number	
6	IT filed for last three financial years attached	
6.a	Financial year 2022-23 (Assessment year 2023-24)	
6.b	Financial year 2023-24 (Assessment year 2024-25)	
6.c	Financial year 2024-25 (Assessment year 2025-26) <i>If Financial year 2024-25 (Assessment year 2025-26) is not available, the Financial year 2021-22 (Assessment year 2022-23) will be considered.</i>	
7	Signed Copy of Statutory Auditor audit report for the financial year of FY 2022-23; FY 2023-24; & FY 2024-25	
7.a	Address of Statutory Auditor/ Chartered Accountant	
7.b	Membership No. of ICAI	
7.c	Financial Turn over 2022-23	
7.d	Financial Turn over 2023-24	
7.e	Financial Turn over 2024-25	
8	Valid ESI registration Certificate (also attach copy of thechallan for the last quarter of the FY 2025-26)	
8.a	ESI registration Certificate Number	
9	EPF registration Certificate (also attach copy of the challan for the last quarter of the FY 2025-26)	
9.a	EPFO registration Certificate Number	
10	Self-declaration certificates	
11	Tender Acceptance certificate (on company letter head)	
12	Signed copy of Integrity Pact and Integrity Agreement	
13	Copy of the DD for EMD (if Applicable)	
13.a	Name of the Bank	
13.b	DD Amount	
13.c	DD Number	
13.d	DD date	
13.e	Bid Security Declaration	
14	Experience certificates for the work executed. Bidders are advised to upload/attach copy of both the work order and corresponding completion certificates fulfilling the qualification criteria only.	
14.a	Copy of the work order supporting to the work completioncertificate for qualifying experience criteria.	
14.b	Copy of the work completion certificate proofing the amountof work executed.	
14.c	Please see the eligible criteria requirement and furnish any one of the eligibility criteria for qualifying the work experience of Similar nature of conservation/ restoration work (Please find in SCOPE OF WORK AND GENERAL CONDITIONS AND INSTRUCTIONS FOR TENDERERS in archaeological monuments / sites etc.); work executed by the tendering Company/ Firms /Agency during the last seven years. Work experience of	

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	Firms/contractors will be taken into account for Technical evaluation from the following table. Given statement should be supported with work completion certificate along with corresponding work order of the completed work issued by the department where the firm/contractor was awarded with work. Mere Work order copy will not be considered as a work contract. So don't upload any document of the work order value which is less than the eligibility criteria as specified.	
15	Financial turnover of the Contractor/ Company/Firm/ Agency /Unit for the last three Financial Year with documentary proof thereof	

This is to certify that no adverse action on any of the above mentioned works has been taken by the concerned department against me/us. I/we understand that if any information is found incorrect our contract is liable to be cancelled. The information/documents furnished along with the above application are true and authentic to the best of my/our knowledge and belief. 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

Date:

Name:

Place:

Seal:

Handwritten signature and date: 30/04



12. CERTIFICATE OF CHARTERED ACCOUNTANT/STATUTORYAUDITOR

Certified that following is the turnover works of Shri/M/s..... as per returns filed with Income Tax Department for the past three Financial years.

Name and Registered address of Individual/firm/company:

Sl. No.	Description	Financial year		
		2022-23	2023-24	2024-25
1	Annual Turnover			
2	Net Worth			
3	Current Assets			
4	Current Liabilities			
5	Total Revenues			
6	Profit Before Taxes			
7	Profit After Taxes			

(Signature)

Name:

For the Chartered Accountant

Membership No. of ICAI / UDIN

Number

Date & Seal

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(To be given on company/contractors letter head)

13. DECLARATION

I _____ Son/Daughter of Shri _____ signatory of the Contractor/Company/Firm/Agency/Unit mentioned above is competent to sign this declaration and execute this tender document.

1. I have carefully read and understood all the terms and condition 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 undertaking in the last three (3) Years as ondate of opening of this tender.
3. The information/document furnished along with the above application are true and authentic 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.
5. The agency/contractor will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
6. The rates quoted by me are valid and binding upon me for the entire period of contract.
7. I /We give the rights to the competent authority of the Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle, Bhubaneswar to forfeit the Earnest Money/Security money deposit by me/us in case of breach any of conditions of Contract.
8. I / we have actually seen the work site and are fully aware of the quality and quantity of work to be executed.
9. I/we hereby further declare that my/our bid is unconditional in any manner whatsoever in nature.
10. I / We shall abide by the Compliance of Public Procurement (Preference to Make in India), order 2017 and subsequent amendment time to time that: a) **I/we comply to Public Procurement (Preference to Make In India) order 2017 and subsequent amendments dated 16th September 2020 as relevant and applicable;** b) **I/we comply to the Provision of Rule 144 (xi) of GFR 2017**

Signature of authorized person(s)

Authorized Signatory (Authorized person should attach a copy of Authorization for signing on behalf of bidding company)

Date:

Full Name:

Place:

Seal:


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14. TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING CONTRACTOR/COMPANY/FIRM/AGENCY/UNIT

The tendering contractor/company/firm/ agency /unit should fulfil the following ELIGIBILITY requirement and to upload self-attested copies of documents with technical bid

Sl.No	REQUIRMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. OF BID DOCUMENT
1.	The Contractor/Company/Firm/Agency/Unit should be registered under Companies Act,2013 etc. with the appropriate registration authority CPWD/PWD/Central Government/ State Government/ASI			
2.	The Contractor/Company/Firm/Agency/Unit should be registered with Service Tax Department(GST) (also attach Copy of the GST returns/ challan for the last quarter of the Financial Year 2025-26)			
3.	The Contractor/Company/Firm/Agency/Unit should be registered with labour department			
4.	The Contractor/Company/Firm/Agency/Unit should be registered Employees Provident Fund Organization (EPFO) (also attach copy of the challan for the last quarter of the FY 2025-26)			
5.	The Contractor/Company/Firm/Agency/Unit should be registered with Employees Service Insurance Corporation. (ESI) (also attach copy of the challan for the last quarter of the FY 2025-26)			
6.	PAN Card in the name of Contractor/Company /Firm/Agency/Unit /bidder			If it is a company, and pan card is by name, documents proving the authenticity of the pan card should be attached
7.	<p>Work Experience: Copy of the work order and completion certificate of the Contractor/ Firm/ Agency should having successfully completed similar nature of conservation/ restoration works (See the Scope of Work Column) as per criteria given during last Seven years and out of which the value of work should be.</p> <p>a) Three similar completed works costing not less than the amount equal to 40 % of the estimated amount.</p> <p align="center">or</p> <p>b) Two similar completed work costing not less than the amount equal to 50 % of the estimated cost.</p> <p align="center">or</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>The Contractor/Firm/Agency should have successfully completed the similar nature of conservation / restoration works in similar</p>			<p>Uploading of on-going works will not be considered;</p> <p>Work completion certificate along with corresponding Work order related to completed work, from the concerned authorities will only be considered. On-going work order/ partial work experience will not be considered.</p>

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	style archaeological monuments/ temples/ sites of ASI/ state archaeology departments/ municipal bodies.			
8.	Copies of Income Tax Returns for the last three financial years to be attached Financial year 2022-23 (Assessment year 2023-24) Financial year 2023-24 (Assessment year 2024-25) Financial year 2024-25 (Assessment year 2025-26).			If Financial year 2024-25 (Assessment year 2025-26) is not available, the Financial year 2021-22 (Assessment year 2022-23) will be considered.
9.	Copy of certificate from Statutory Auditor for Financial year 2022-23; Financial year 2023- 24; & Financial year 2024-25. The average Annual turnover should be at least 30 % of the estimated amount as per the attached format.			
10.	a) Letter of Acceptance on company letter head b) Declaration regarding blacklisting on company letter head			
11.	Proof of EMD: Demand Draft (OR) MSME Certificate (OR) Bid Security declaration by the bidder			
12.	Application for Tender (all executed works to be recorded) as per attached format in NIT (Must be filled in Firms/Contractors letter head and upload)			
13.	Signed copy of Integrity pact and Integrity Agreement on company letter head.			
14.	Written power of Attorney of the signatory of the Bid to commit the bidder , if any, on non-Judicial stamped paper of an appropriate value			

Date:

Signature of authorized person

Place:

Full Name & Place

Handwritten signature
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15. Instructions for Online Bid Submission

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

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

REGISTRATION

- 1) Bids are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- 3) Bidder are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Bidder will be required to register their valid Digital Signature Certificate (Special Class, Class-A, Class-B, Class-C Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (eg. Sify/ NCode/ Emudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidder 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 option built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the Bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidder through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, In case they want to obtain any clarification/ help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the required to be submitted as part of the Bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWE/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "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.

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SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the Bid in time i.e on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The Details of the DD/any other accepted instrument, physically sent, should 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 required to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the 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 Bidder should follow this time during Bid submission.
- 7) All the documents being submitted by the Bidder would be encrypted using PKI encryption technique to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- 9) Upon the successful and timely submission of Bids (i.e after Clicking “freeze Bid Submission” in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 10) The Bidder summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

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Form 6: Performance Statement

Statement of Works during Last seven years (from April 2019 to March 2026)

*(Ref ITB-clause 8.2 Schedule VI Qualification Criteria)
(To be submitted as part of Technical bid)
(on Company Letter-head)*

Tender Document No. 5/1/410/2025-26;

Tender Title : Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26.

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date _____

(Note to Bidders: Fill up this Form your past performance highlighting their qualification to execution of work relevant works. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.)

Work Order issued by	Work Order No. & Date	Value of the order	Work done Certificate issued by	Work done Certificate No. & Date	Value of Work Done

Signature of authorized person(s)

Authorized Signatory

(Authorized person should attach a copy of Authorization for signing on behalf of bidding company)

Date

Full Name :

Place :

Seal :

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PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Bank Guarantee number:

Amount of Guarantee:

Guarantee Period fromto.....

Guarantee Expiry date:

Last date of Lodgement:

Date :

WHEREAS Superintending Archaeologist, Archaeological Survey of India, Bhubaneswar Circle having its office at (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has invited a Tender/executed a binding to the contract on (Please insert date of publication of Tender/ acceptance of the letter of acceptance) with (name of the bidder) (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors, and permitted assigns) for the work of.....based on the terms & conditions set out in the Tender Documents number (Tender reference number of the tender documents.....dated.....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Award of Contract issued to..... (Contractor Name) vide letter number..... dated..... is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at..... for an amount of/equal to 5% (Five present) of the total contract Sum(the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date of hereof up to the expiry of the Contract Period including five years liability free maintenance period and any extension thereof.

AND WHEREAS the contractor has approached (Name of the scheduled bank) (herein after referred to as the "Bank") having its registered office at (insert the address)and at the request of the contractor and in consideration of the promises made by the contractor, the bank has agreed to give such guarantee as hereunder: -

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the bank under this bank guarantee and the bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the Bank for amendment in price.



Handwritten signature and date: 30/04

- (ii) However, the bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here).....only.
- (iii) The owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and/or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up dissolution, change of constitution or insolvency of the contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This Bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Odisha for the Purpose of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the contract
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this Bank Guarantee is restricted to the Guaranteed amount and the bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this Bank Guarantee is filed against the bank within six months from the date of expiry of this Bank Guarantee all the rights of the Owner under this Bank Guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities, hereunder
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this Bank Guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract on request of the Contractor, the bank hereby agrees to further extend the Bank Guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this Bank Guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted... ..) granted to him by the bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Handwritten signature
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PROFORMA FOR POWER OF ATTORNEY

(To be executed on non-Judicial stamped paper of an appropriate value)

NON- JUDICIAL STAMP PAPER

AFFIDAVIT

I/We Proprietor/Managing Director/Proprietors of M/s..... and signatory/signatories of the agency and pursuant to the Resolution passed by the Board of Directors of M/s.....on (Date), which is current as on date, is/are here by authorized Mr..... General Manager to sign and execute on several basis for and on behalf of the company all letters, forms, applications, agreement and any other document in connection with signing of general conditions work contract agreement for the work ofwide work order number..... by me/company and to do all other deeds and things related thereto and incidental thereof as deemed fit by him for and on behalf of the company.

Also resolved further that Shri.....is authorized to use/ affix the common seal of the company (as given below) to the agreement, contract, tender document and all other document.

Specimen signature of Shri General Manager:

Proprietor/Proprietors signature

For.....(company)

(Company seal)

(Certificate of Notary and seal)

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

Date:

To
The Superintending Archaeologist
ASI, Bhubaneswar Circle
Bhubaneswar

Sub. : Acceptance of Term & Conditions of Tender.

Tender Reference No: **5/1/410/2025-26**

Name of Tender/ Work:- "Structural Conservation of Rosaghara (Holy Kitchen) of Lord Lingaraj Temple at Bhubaneswar for 2025-26."

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 tenders documents from Page No. _____ to _____ (including all the documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ 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 given any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

X
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