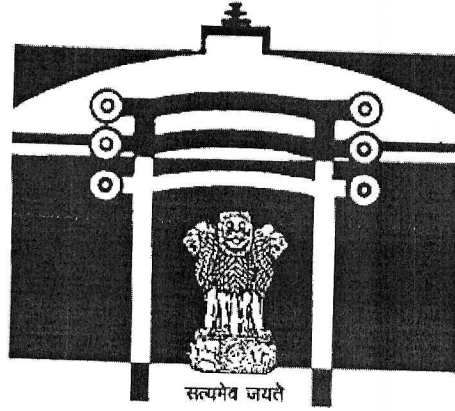


REQUEST FOR TENDER PROPOSAL

Name of work: - EXECUTION OF WORK UNDER MW (CONSERVATION) TO FIXING OF WOODEN DOORS AT SEA GATE & LAND GATE AT BASSEIN FORT AT VASAI, DIST-PALGHAR. AS SPECIFIED IN THE BOQ.

Tender reference number: F.No.West/Mumb/Vasa/Fort/23776988 - 357

Tender No. 5



प्रत्नकीर्तिमपावृणु

GOVERNMENT OF INDIA
MINISTRY OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA
MUMBAI CIRCLE, SION FORT,
MUMBAI-400022



F.No.West/Mumb/Vasa/Fort/23776988

Government of India

Archaeological Survey of India

Mumbai Circle

Sion Fort, Sion (E), Mumbai-400 022.

Date:-07.05.2026


NOTICE INVITING TENDERS

1. Online Tenders on behalf of the Government of India are invited in two bids system for Execution of work under MW (Conservation) to Fixing of Wooden Doors at Sea Gate & Land Gate at Bassein Fort at Vasai, Dist-Palghar. As specified in the BOQ approved & registered contactors of ASI/CPWD/MES/Railway/Local PWD or any other government department.

2. Completed tender Documents can be accessed from CPP Portal <https://eprocure.gov.in/eprocure/app>

3. No tender shall be entertained after this deadline under any circumstances whatsoever. The technical Bid of tenders will be opened at 12.30 Noon on 29.05.2026.

4. The Approval Authority reserve 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 Competent Authority, ASI in this regard shall be final and binding on all.


**Superintending Archaeologist
Archaeological Survey of India
Mumbai Circle, Mumbai**

Copy to:

- Notice Board
- The web-manger, Archaeological Survey of India, 24, Tilak Marg, New Delhi.
- The Conservation Assistant, Archaeological Survey of India, Vasai Sub Circle for information.



F.No.West/Mumb/Vasa/Fort/23776988

भारतसरकार
भारतीयपुरातत्वसर्वेक्षण
मुंबईमंडल
सायनकिला, सायन)पूर्व(
मुंबई.400022-

निविदाएंआमंत्रितकरनेकीसूचना

1. भारत के राष्ट्रपति की ओर से **for Execution of work under MW (Conservation) to Fixing of Wooden Doors at Sea Gate & Land Gate at Bassein Fort at Vasai, Dist-Palghar. As specified in the BOQ.** हेतु दो बोली प्रणाली में ऑनलाइन निविदाएं आमंत्रित की जाती हैं। बोलीदाताओंको उपयुक्त पंजीकरण अधिकारी के साथ पंजीकृत होना चाहिए।
2. पूर्ण निविदा कागजातों को सी पी पी पोर्टल <https://eprocure.gov.in/eprocure/app> से प्राप्त किया जा सकता है।
3. समय-सीमा बीत जाने के पश्चात किसी भी बोली पर विचार नहीं किया जाएगा। निविदाओंकी बोलियां दिनांक 29.05.2026 को पूर्वाह्न 12:30 बजे खोली जायेंगी।
4. सक्षम प्राधिकारी को निविदा दस्तावेज में निहित किसी भी उपबंध और शर्तों में संशोधन करने या उन्हें वापस लेने अथवा कोई सूचना या कोई कारण दिए बिना किसी निविदा अथवा सभी निविदाओंको रद्द करने का अधिकार है।



अधीक्षणपुरातत्वविद्
भारतीयपुरातत्वसर्वेक्षण
मुंबईमंडल, मुंबई

प्रतिलिपि :

1. नोटिस बोर्ड
2. वेब प्रबंधक, भारतीय पुरातत्व सर्वेक्षण 24, तिलक मार्ग, नई दिल्ली।
3. संरक्षण सहायक, भारतीय पुरातत्व सर्वेक्षण, वसई उपमंडल को सूचनार्थ।

Section-1

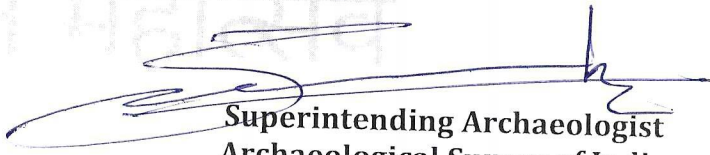
Table-A: Time and Work Frame

FOR EXECUTION OF WORK UNDER MW (CONSERVATION) TO FIXING OF WOODEN DOORS AT SEA GATE & LAND GATE AT BASSEIN FORT AT VASAI, DIST-PALGHAR. AS SPECIFIED IN THE BOQ.

Manual Bids Shall Not Be Accepted

CRITICAL DATE SHEET

1.	Estimate Cost	Rs.72,65491/- (Inclusive of all taxes)
2.	EMD (2.5%)	Rs.1,81,637/-
3.	Probable time of Completion	180 days
4.	Date of issue of Tender	07.05.2026
5.	Bid Document Download/Sale start Date	07.05.2026 at 18:00 Hrs
6.	Start date for submission of Bid filled-in tender document	07.05.2026 at 18:00 Hrs
7.	Online Bid Submission End Date	28.05.2026 up at 12.00 Noon.
8.	End Date for submission of hard copy of the EMD in sealed envelope.	28.05.2026 up to 12.00 Noon.
9.	Date of opening of Technical bid	29.05.2026 up to 12.30 Noon.
10.	Date of meeting with Bidders post Technical Bid opening for presentation and Document Verification.	--
11.	Date of opening of Financial bid	After evaluation of technical bid.
12.	Validity of Bid	120 days from the date of publish up to approval of tender.
13.	Contact Person	Superintending Archaeologist Mumbai Circle
14.	Address for communication	O/o the Superintending Archaeologist, Archaeological Survey of India, Sion Fort, Sion (E) Mumbai- 400 022.


Superintending Archaeologist
Archaeological Survey of India
Mumbai Circle, Mumbai

Dear Sir,

The Archaeological Survey 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 under MW (Conservation) to Fixing of Wooden Doors at Sea Gate & Land Gate at Bassein Fort at Vasai, Dist-Palghar. As specified in the BOQ.**

1. **Document Download:**

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per schedule as given in **CRITICAL DATE SHEET**.

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

2. **Bid Submission:** Applicants/intending or interested Bidders are invited to submit their proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid. Such proposals are to be submitted within the stipulated date and time as mentioned in the Bid document **as given in CRITICAL DATE SHEET**.

Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>

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

3. **Earnest Money Deposit:**

The Hard Copy of original instruments in respect of cost of earnest money (EMD) must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai, Sion Fort, Sion E Mumbai- 400 022 on or before the Bid opening date & time as mentioned in critical date sheet.

Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted Bid.

The interested Companies/Firms/Agencies/Contractors may deposit the Earnest Money Deposit (EMD) for **Rs.1,81,637/- (Rupees One Lakh Eighty One Thousand Six Hundred Thirty Seven Only)** in the form of Demand Draft drawn in the favour of Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai, Sion Fort, Sion E Mumbai- 400 022, payable at Mumbai circle, Mumbai along with a cover letter mentioning the Bid ID and name of the work.

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. Agencies exempted from submitting EMD may furnish copy of certificate before Bid opening date & time, in a



physical form to the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle.

4. **Tender inviting authority:** The Superintending Archaeologist
Archaeological Survey of India
Mumbai Circle, Mumbai.
5. **Estimated Tender Amount:** **Rs.72,65,491/- Only**
**(Rupees Seventy Two Lakh Sixty Five Thousand
Four Hundred Ninety One Only)**
6. **Time period for the work:** **180 Days** from the Award of Contract
7. **Security Deposit:** Security Deposit/ Performance Bank Guarantee should be submitted @ 5 to 10% of the total value of contract by the successful bidder in a form of FDR/TDR of any Nationalized Bank and to pledge in favour of Superintending Archaeologist, ASI, Mumbai Circle.
8. **Right to Reject any or all Bids:** The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Address for communication, are as given below:-

Contact Details:

Contact Person	Abhijit S Ambekar, Superintending Archaeologist.
Address for communication	Office of the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Sion Fort, Sion E - 400 022.

SCOPE OF WORK AND GENERAL CONDITION OF CONTRACT

Online Open E-Tender on behalf of the President of India, are invited under **Two Bid System**. i.e. **Technical Bid and Financial Bid** from reputed, experienced and financially sound Govt. Contractors//Firms/Agencies who have past experience in conservation work of Ancient Archaeological Monuments/Sites as per the Tender Documents for **Execution of work under MW (Conservation) to Fixing of Wooden Doors at Sea Gate & Land Gate at Bassein Fort at Vasai, Dist-Palghar. As specified in the BOQ.**

1. The tendering Contractors/Firms/Agencies are required to enclose copies of the **documents (As per Technical Eligibility Requirement For the Bidders) along with the Technical Bid, failing which their bids shall be summarily/ out-rightly rejected and will not be considered any further.**
2. **Nature of work:** The work involves execution of works **as per BOQ.**
3. **The rate for complete work should be quoted in figures and words including GST, and all other taxes/charges as applicable.**
4. The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.
5. The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.
6. Bidders should Quote Prices in both Numerals and Words. Although the software on the Portal may convert amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.
7. Conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.
8. The Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantum of Services originally stipulated in Schedule of Requirements.
9. The ASI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai in this regard shall be final and binding on all parties in all circumstances.

10. If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

11. Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

12. Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

13. The Contractors/Suppliers/Firms/Agencies will be permitted to attend at the time of tender opening.

14. If the date of opening of the tender happens to be a holiday, the tender will be opened on the next working day.



15. **Contractor may visit the working site prior to rate tendering if required.**
16. The work to be executed and deduction of voids will be as per CPWD specifications, IS code and as per Archaeological Survey of India specification.
17. Before execution of work contractor must sign the agreement in this office.
18. The materials pertaining to this work should be checked by the competent officer.
19. **Security Deposit** – Security Deposit/ Performance Bank Guarantee should be submitted @ 5 to 10% of the total value of contract by the successful bidder in a form of FDR/TDR of any Scheduled Bank and to pledge in favour of Superintending Archaeologist, ASI, Mumbai Circle.

If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce to forfeit EMD besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
20. Contractor will be responsible for timely payment to the labour and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the person deployed by him in the work prevailing thereon.
21. The Contractor shall also be liable for depositing all tax, levies, cess etc. on amount of work done/ supply of materials/ service rendered by him to the ASI to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
22. The total cost quoted by the bidders shall be worked out for deciding the lowest bidder for acceptance of tender.
23. **The rate quoted should include all taxes / GST and other charges etc. ASI will not entertain any claim whatsoever in this regard.**
24. In case contractor's signature on tender is fixed in an Indian Language, the rate/ amount/ percentage above or below should also be written in the same language. In the case of illiterate contractors the rates/percentage should be attested by a witness.
25. The discretion of acceptance of tender, will rest with the Circle Officer/Regional Director/Director General, A.S.I who does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or all of the tenders received, without the assigning any reason. Any tender, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect is liable to be rejected.
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.
27. No. Engineer of Gazatted rank or other Gazatted 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.
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.
 29. The successful contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub contract its right and liabilities under this contract at any time of the contract period.
 30. The contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.
 - a. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - i. a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - ii. on the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder.
 - iii. If the contract is not terminated as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.
 31. The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to (1) Change regarding declarations made by it in its bid and (2) Change in its qualification criteria submitted in its bid.
 32. 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 order available in internet)

33. Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- i. during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
 - ii. after the termination of this Contract, such other activities as may be stipulated in the contract.

During the term of this Contract and after its termination, the contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

34. The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
- a) Any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
 - b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and
 - c) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site

Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.

If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

35. For Losses and Damages Caused by Contractor : The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:
- a) the Services themselves or
 - b) any other property of the Procuring Entity or
 - c) the lives, persons, or property of others

In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

36. All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
37. All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for

the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

38. If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.
39. Obligations of the contractor : Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

The contractor shall treat and mark all information as confidential (or Secret - as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information if received from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy - as the case may be) similar to that imposed on the contractor under the above clauses.

The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

- a) the contractor needs to share with the institution(s) participating in the financing of the contract;
- b) now or hereafter is or enters the public domain through no fault of Contractor;
- c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
- d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy - as the case may be) given by the contractor before the date of the contract in respect of the contract or the Tender Document or any part thereof.

The provisions of this clause shall survive completion or termination for whatever reason of the contract.

40. Obligations of the contractor under Labour Codes and Rules:

- a) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial

Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

- b) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfill this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- c) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- d) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.
- e) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfill his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become

liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

41. Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements: As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

a) Provisions for Workers:

- i. At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.
- ii. The contractor shall also provide a temporary creche (*Bal-mandir*) where 50 or more workers are employed at a time.
- iii. Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.
- iv. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

b) During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:

- i. the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.
- ii. environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimize the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

c) Medical Facilities: the contractor shall provide medical facilities at the site as prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Contract Manager's directions.

d) Medical Certificate of Fitness for Labour: the contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate.

- i. **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- ii. **Medical Re-Examination of Labour:** Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

42. Contract Labour Records and Management System: A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It shall be inspected during Site Inspections by the Contract Manager. The contractor shall put this system in place unless otherwise stipulated in the Special Conditions of Contract. If so stipulated in Special Conditions of Contract¹, a computerized Contract Labour Management system shall be mandatory.

43. The obligation of Contractor to ensure awareness of Labour Codes

- a) the contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.
- b) The contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
- c) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract.

- i. Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
- iii. Provision for recording anonymous complaints from workers, citizens etc, regarding violation of labour codes and the Rules by Contractor.
44. No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Water arrangements, scaffolding, electric connection, Tools and Plants and Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided or loaned by the Procuring Entity to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and no other purpose whatsoever.
45. Measurement, Variations and Modifications: Quantities in Contract - The quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the contractor to fulfill his obligations under the contract. Payment shall be made for the actual quantities deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the contract manager.

46. Rates for Extra Items:

- a) Any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the contractor before the execution of such items of service.
- b) **The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract does not include rate or rates.**
- c) The rates payable for such extra items shall be decided at the meeting between the Contract Manager and Contractor, in as short a period as possible after the need for the extra item has come to the notice. In case the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute such extra items of Service by other means, and the contractor shall have no claim for loss or damage that may result from such procedure.
- d) Provided that if the contractor commences such items of Service or incurs any expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the contractor is not satisfied with the decision of the Contract Manager in this respect, he may appeal to the Head of Procurement within 30 days of getting the decision of the Contract Manager, supported by analysis of the rates claimed. The Head of Procurement's decision after hearing both the

parties in the matter would be final and binding on the contractor and the Procuring Entity.

47. Site maintenance:

- a. The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
- b. No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
- c. Facilities for Inspection: the contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
- d. Existing Roads and Waterways: Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
- e. Non-Obstruction of Access: During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.
- f. No Obstruction to Flow of Work and Personnel of Procuring Entity: Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilizing non-business hours for such obstructive or hazardous activities.

48. Security Arrangements

- a) The contractor shall secure security arrangements at the site against unauthorized access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or Procuring Entity and its Staff by his staff or third parties or trespassers.



b) Preservation of Peace:

- i. the contractor shall take requisite precautions and use their best endeavors to prevent any riotous or unlawful behavior by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.
 - ii. If the Procuring Entity stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of service Contract, the expenses thereof shall be borne by the contractor and, if paid by the Procuring Entity, shall be recoverable from the contractor.
- c) Prohibition of Smoking and Intoxicants:the contractor or his staff or any labour employed through sub-contractors or petty contractors shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

49. Safety Issues:

- a) the contractor shall be responsible for the safety of all activities on the Site.
- b) The contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the contract manager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes.
- c) Safety of Public and Third parties:the contractor shall be *responsible for taking all precautions to ensure* the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the Contract Manager, be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor.

50. Clearance of Site on Completion: On completion of the services, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Contract Manager.

- a) If the contractor provides temporary huts on the Procuring Entity land for labour engaged by him to execute services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed.
- b) No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- c) In the event of failure on the part of the contractor to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed through public sales of such materials and property or in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If the contractor's labour refuses to vacate and has to be ejected following due process by the Procuring Entity, necessary expenses incurred by the Procuring Entity in connection shall be borne by the contractor. The Procuring Entity shall not be held liable for any loss or damage to the contractor's property as may be on the site and due to such removal.

51. Removal of Personnel on Orders of Contract manager

- a) If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity, subject to sub-clause 2) below.
- b) The contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

SPECIAL CONDITION OF CONTRACT

1. **Recovery of Security Deposit :** The person/ persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Procuring Entity at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 3% of the gross billed amount of each running and final account bill, till the sum deducted amount up to the security deposit of 3 % of the tendered value of work. Such deductions will be made and held by the Procuring Entity by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of FDR/TDR.
2. **Time and extension for Delay:** The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule as stipulated. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the

Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation according to the Hindrance Register physically and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

- a) **Extension Due to Modification:** The Procuring Entity might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case within 7 (seven) days or before one month before the expiry of the date fixed for completion of the services, or whichever is earlier.
- b) **Extension for Delay Not Due to Contractor:** If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
 - a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
 - b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
 - c) any act or neglect of Procuring Entity's employees or
 - d) delay authorized by the Contract Manager pending arbitration or
 - e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
 - f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
 - g) give the necessary notice to commence the services, or
 - h) any other delay caused by the Procuring Entity due to any other cause whatsoever.

the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

c) Extension of Time for Delay Due to Contractor

- a) If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.

- b) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 10.5 below.
- c) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- d) **Inordinate Delays:** Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.
3. **Compensation of Delay:** If the contractor fails to maintain the required progress in terms of Work Order issued or to complete the work and clear the site on or before the contract or justified extended date of completion as per Work Order (excluding any extension) as well as any extension granted, he shall, without prejudice to any other right or remedy available under the law to the Procuring Entity on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in Work Order may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below the specified in Work Order or that the work remains incomplete.
- a) Compensation for delay of work with maximum rate @ 1% (one percent) per day of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.
- b) Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the sectional part of work as mentioned in Work Order for which a separate period of completion is originally given.

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

extended period beyond the justified extended period, if any delay occurs by event, the contractor shall be liable to pay compensation for such delay.

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

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

4. **Terms of Payment:**

- a) Preferably no payment shall be made for work estimate to cost Rupees Five Lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurement on the format of the Department in triplicate as per consent of the procuring entity. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Work Order, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Competent Authority shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurement of the work. In the event of the failure of the contractor to submit eh bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Competent Authority certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Competent Authority or his Authorized Engineer together with the account of the materials issued by the department, or dismantled materials, if any.
- b) All such interim payment shall be regarded as payment by way of advance against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Competent Authority relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall

not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specification. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Competent Authority under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

- c) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

5. VALIDITY OF CONTRACT:

1. The contract, if awarded, shall be initially for a period of 180 days w.e.f. the date of award subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client (ASI) 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.
2. In case the work is not completed within time period due to any circumstances, then the suitable reason received from the agency/contractor and also recommendation of the site incharge, thereafter the period of contract can be extended further 180 days on the same terms and condition. (Subject to satisfactory performance and mutual consent).

EVALUTION CRITERIA:

1. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
2. The bidder who quotes lowest rates for the work in financial bid will be declared L1.
3. In case of tie among L-1 vendor, preference will be given to those bidders who have completed more value of work orders in last seven years (From 1st April 2019 to 31st March 2026) for executed in any kind of civil construction works in ASI/State Archaeological Department. Copies of Work Order and completion certificate from employer shall be provided along with Technical Bid.
4. In case of further tie, bidder having maximum average turnover during the last three years i.e., 2023-24, 2024-25 and 2025-26 will be declared L-1.
5. The work shall be awarded to L1 bidder.

FORCE MAJEURE

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by the Archaeological Survey of India, Mumbai Circle:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the order in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DG ASI as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract".

ARBITRATION

Archaeological Survey of India, Mumbai Circle and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by DG ASI and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof, The arbitration proceeding shall be held in New Delhi, India.

APPLICABLE LAW

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

Signature of the bidder with Official

Seal

Date:

**TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING
CONTRACTORS/SUPPLIERS/FIRMS/AGENCIES**

(Technical Bid)

The tendering Contractors/Firms/Agencies should fulfil the following **ELIGIBILITY** requirement and furnish the same **copies with seal of the documents with the technical bid.**

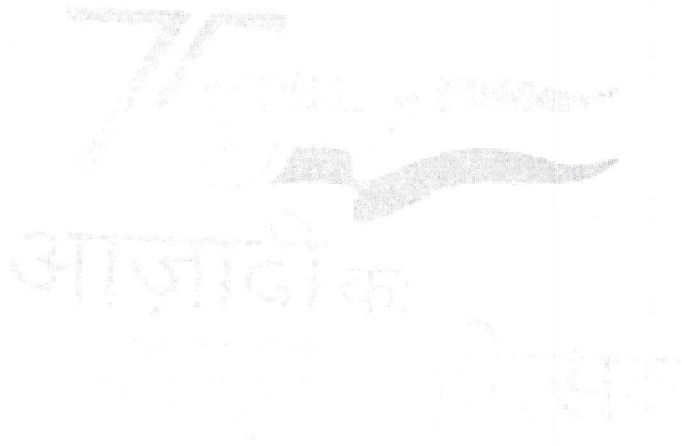
SI. No	Requirement	Copy of Relevant Document Required.	Page No. Of Bid Document
1.	The eligible bidder, who are registered with ASI/CPWD/ MES/ASI/ Railway/ Local PWD and any other Government Department.	Copy of Valid Registration certificate.	
2.	The Company/Firm/Agency should be registered with GST Department.	Copy of Registration Certificate.	
3.	PAN Card in the name of Company/Firm/Agency/ Proprietors of the firm.	Copy of PAN card in the name of Firm/Self proprietorship etc, else duly notarized affidavit confirming ownership/self-proprietorship to be provided for.	
4.	The Company/Firm/Agency should be registered with Labour Department or Shop and Establishments Registrations or any other labour relevant certificate.	Copy of Valid Registration certificate.	
5.	Contractor will submit a certificate that he has been visited the working site and he agree to do the work as per site condition. Date of undertaking letter should be after publication of NIT.	Proof of Undertaking letter with signature and seal of the company/firm/agency and also seal and signature of site incharge or concern site officials in original (To be printed on Letter Head of Bidder& uploaded coloured/ original copy only).	
6.	Copies of Income Tax Returns for the last three financial years to be attached for. A.Y.2024-25 for F.Y.2023-24; A.Y. 2025-26 for F.Y. 2024-25; A.Y. 2026-27 for F.Y. 2025-26. If A.Y. 2025-26 (F.Y.2024-25) is not filed due to any reasons please indicate the same and ITR for the A.Y. 2023-2024 (financial year 2022-23) will be considered for those bidders.	Copy of the Income Tax Return filed to IT department.	



7.	<p>Turn Over: The Average Annual Financial Turnover during last three years ending 31st March of the previous financial year i.e. 2023-24, 2024-25 and 2025-26, should be at least 30 % of the tender cost.</p> <p>If F.Y. 2025-26 is not audited due to any Reasons please indicate the same and Turnover for the financial year 2022-23 will be considered for those bidders.</p>	Certificate from statutory Auditor with documentary proof for 2023-24; 2024-25; & 2025-26. (With membership No. Of ICAI/UDIN Number, Date and Seal).	
8.	Declaration regarding black listing as per format attached.	Declaration letter date should be after publication of NIT. (To be printed on Letter Head of Bidder).	
9.	Acceptance Letter as per format attached.	Acceptance letter date should be after publication of NIT. (To be printed on Letter Head of Bidder).	
10.	<p>Experience: Experience certificate for the work executed in any kind of civil construction works in ASI/ State Archaeological Department. Experience criteria should call both work orders with same completion certificates for the work done by the firms/company etc. (Uploading of ongoing work orders and partial completion certificate will not be considered). Experience having successfully completed any kind of civil construction works during last seven years (From 1st April 2019 to 31st March 2026) and should fulfil either of the following:-</p>	Copy of work orders along with same completion certificates of ASI/ State archaeological Department.	
a	<p>Three any kind of civil construction completed works having work order with same completion certificate for execution of work costing not less than the amount equal to 40% of the tender cost.</p> <p style="text-align: center;">Or</p>	Copy of work orders along with same completion certificates of ASI/ State archaeological Department.	
b	<p>Two any kind of civil construction completed works having work order with same completion certificate for execution of work costing not less than the amount equal to 50% of the tender cost.</p>		

c	Or One any kind of civil construction completed works having work order with same completion certificate for execution of work costing not less than the amount equal to 80% of the tender cost.		
11.	EMD (Hard copy)	DD from a Nationalized Bank in favour of Superintending Archaeologist, ASI, Mumbai Circle, Mumbai. If the bidder is exempted for EMD submission, they should furnish certificate to this effect such as MSME (Micro and Small Enterprises) exemption certificate.	

(Signature of the Bidder, with official Seal)



DECLARATION
(To be given on Company's Letter Head)

1. I,, Son/Daughter of Shri..... signatory of the agency/firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. My agency/firm has not been blacklisted/debarred from participating in any tender of any Ministry/ Department of Government of India and Government of India undertaking in the last three (3) years as on date of opening of this Tender.If found blacklisted within last 3 years, the bids shall be summarily/ out-rightly rejected at any stage of the Tender and will not be considered any further.
4. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the bidder with Official

Seal

Date:

DECLARATION
(To be given on Company's Letter Head)

Should this tender be accepted I/We hereby do agree to abide to by and fulfil all the terms and provisional of the said conditions annexed hereto so far as applicable and or in default to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the said conditions. A sum of * **Rs.****(Rupees**
.....only)is herewith forwarded in Bank Demand Draft as Earnest Money. If I/we fail to commence the work as specified in the above memorandum or I/we fail to deposit the amount of Security Deposit specified in the Contract of the Memorandum in accordance with the clause applicable of the said conditions of contract I/we agree that the said President or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money absolutely otherwise the said Earnest Money shall be retained by him towards such security deposit. I/we further agree that the said President or his successor in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount as aforesaid.

- Give particulars & number of D.D.:
- Address with TIN / GST No:
- Signature of Witness:
- Address:
- Date:

*Exempted category should submit the copy of certificate of exemption.

*If E.M.D. is not submitted as per exemption, please mention it as "Nil" or N.A. in appropriate place.

* All the information must be filled in mandatorily.

Signature of the bidder with Official seal.
Date:



Instructions for online Bid Submission

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ NCode/ EMudhra etc.), with their Profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, where in 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 Tender’ folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the bid document – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Id documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, etc.) has been provided to the Bidders. Bidders can use “My Space” of “Other Important Documents” are available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instruction specified in the tender documents. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial Bid 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 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 save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.

- 6) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 7) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- 9) Upon the successful and timely submission of Bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 10) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

ASSISTANCE TO BIDDERS

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

TENDER ACCEPTANCE LETTER

(To be given on Contractor Letter Head)

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

Subject: Acceptance of Terms & Conditions of Tender
Name or Work: **EXECUTION OF WORK UNDER MW (CONSERVATION) TO FIXING OF WOODEN DOORS AT SEA GATE & LAND GATE AT BASSEIN FORT AT VASAI, DIST-PALGHAR. AS SPECIFIED IN THE BOQ.**

Dear Sir,

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

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

2. I/We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No.____ to ____ (including all documents like annexure(s), 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. Ministry/Department/Public sector undertaking of Government of India within the last Three (3) years as on date of opening of this Tender. If found blacklisted within last 3 years, the bids shall be summarily/ out-rightly rejected at any stage of the Tender and will not be considered any further.
5. 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) 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.
6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with official

Seal)

Date



F.No.West/Mumb/Vasa/Fort/23776988
 Government of India
 Office of the Superintending Archaeologist
 Archaeological Survey of India
 Mumbai Circle, Sion Fort, Sion E- 400 022

OPENTENDER DOCUMENT

Descriptions of items For: Execution of work under MW (Conservation) to Fixing of Wooden Doors at Sea Gate & Land Gate at Bassein Fort at Vasai, Dist-Palghar. As specified in the BOQ. as per detailed below.

Estimated Cost: Rs.72,65,491/- (Rupees Seventy Two Lakh Sixty Five Thousand Four Hundred Ninety One Only)

**READ TERMS AND CONDITIONS BEFORE FILLING UP
 THE SCHEDULE. SIGN ON ALL PAGES.**

Open Tender for Execution of works following item of works.

SI. No	Particular of Item	Qty	Unit	Rate	Amount
1.	Providing and fixing an ancient traditional pattern teak wood double-leaf door of size 3.54 m × 5.10 m at the main land entrance of the fort to prevent unauthorized entry. The door shall be fabricated from well-seasoned teak wood frame sections and 12 cm thick planks in traditional circular spoke pattern with proper traditional joinery. Each leaf shall be reinforced with M.S. flat fitted with spear-headed nails (Bhala shaped) for additional strength, and round-headed nails shall be fixed on teak wood members wherever required. Integrally carved teak wood pivot projections attached to the door fixed into pre-formed wall sockets for the rotation of the door. etc. complete as per directed.	24.92	Nos	66443.81	1655779.75
2.	Providing and fixing an ancient traditional pattern teak wood double-leaf door of size 3.70 m × 5.05 m at the main sea entrance of the fort to prevent unauthorized entry during night time. The door shall be fabricated from well-	18.68	Nos	240975.17	4501416.18



	seasoned teak wood frame sections with 15 cm thick teak wood planks arranged in traditional circular spoke pattern, properly joined and finished as per approved ancient design and directions. Each leaf shall be provided with full-length horizontal M.S. flat supports, fixed with round head thumb nails at specified spacing for structural strength and stability. The shutters shall rotate on integrally carved teak wood pivot projections attached to the door and fixed into pre-formed wall sockets. etc. complete as per directed.				
3.	GST 18% of SL.No.1 to 2	1.00	Each	1108295.27	1108295.27
				Total Rs.	7265491.20
				Say Rs.	72,65,491.00

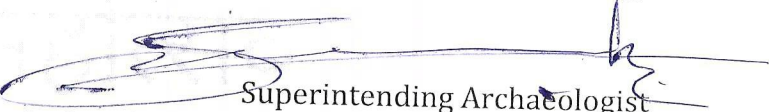
आजादी का
अमृत महोत्सव

OPEN TENDER NOTICE

Online E-Tender on behalf of the President of India, are invited under **Two Bid System** i.e. **Technical Bid and Financial Bid** from reputed, experienced and financially sound Govt. Contractors/Firms/Agencies who have past experience in conservation work of Ancient Archaeological Monuments/Sites as per the tender documents for **Execution of work under MW (Conservation) to Fixing of Wooden Doors at Sea Gate & Land Gate at Bassein Fort at Vasai, Dist-Palghar. As specified in the BOQ.**

1. The time period for execution of the work is **180 Days** from the date of signing of the Agreement papers.
2. Complete Tender Document can be downloaded from the website of CPPP & of this Department (<https://eprocure.gov.in/eprocure/app>).
3. Interested contractors/suppliers/Firms/Agencies may submit their 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/eprocure/app>.**
4. **Hard copy of a Demand Draft (scheduled bank) (issued after publication of NIT) as the Earnest Money Deposit (EMD) Rs.1,81,637/- (Rupees One Lakh Eighty One Thousand Six Hundred Thirty Seven Only)** in favour of "Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai" to be submitted to the Office of the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, Mumbai, Sion Fort, Sion E Mumbai- 400 022 prior to the opening date of the tender. The bid without EMD will be summarily rejected. 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. No tender shall be entertained after the deadline under any circumstances what so ever. **The Technical Bid of tender will be opened at this office on 29.05.2026 at 12.30 Noon** at Archaeological Survey of India, Mumbai Circle, Mumbai, Sion Fort, Sion E Mumbai- 400 022 in the presence of authorized representative of Bidders as may wish to be personally present.

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


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

Copy to:

1. The Web Manager, A.S.I., 24 Tilak Marg, New Delhi.
2. Office Notice Board, A.S.I., Mumbai Circle, Mumbai office.
3. Conservation Assistant, Vasai Sub Circle for information.

