

# NOTICE INVITING TENDER

FOR THE HIRING OF MANPOWER FOR EXECUTING THE WORK OF MW TO CONSERVATION AND REPAIRS OF THE FLOORING, REMAINS OF THE STRUCTURES AT SHANIWARWADA, DIST-PUNE. AS SPECIFIED IN BOQ.

REFERENCE NO. West/Mumb/Pune/Old/22966737 -371

Tender NO.6



प्रलकीर्तिमपावृणु

GOVERNMENT OF INDIA  
MINISTRY OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA  
MUMBAI CIRCLE

## SECTION 01 INSTRUCTIONS TO BIDDERS

### 1. Notice Inviting Tender (NIT)

The President of India, through the Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle, invites bids for entering into a contract for the hiring of manpower. This Tender Document reference number West/Mumb/Pune/Old/22966737 (hereinafter referred to as 'the Tender Document'), gives further details.

### 2. The Tender Document

#### 2.1 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must go through the Tender Document for details before submission of their Bids. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

#### 2.2 Availability of the Tender Document

The Tender Document shall be published on the Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

#### 2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

### 3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). The Bidder, unless otherwise stipulated in TIS/ AITB:

- 1) must:
  - (a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
  - (b) unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- 2) must:
  - (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
  - (b) (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
    - (i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
    - (ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
      - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
      - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
      - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
    - (iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
    - (iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
      - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
      - of the near relations of executives of Procuring Entity involved in this Tender Process
  - (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

- 3) Must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
- 4) Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
- 5) From specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.
- 6) If TIS/ AITB declares this to be a procurement process for the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

#### **4. Purchase Preference Policies of the Government**

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

#### **5. Pre-bid Conference:**

If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

#### **6. Submission of Bids:**

- 1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next Supplying day at the same time and venue.
- 3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 4) **Integrity Pact:** If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

## 7. Bid Opening

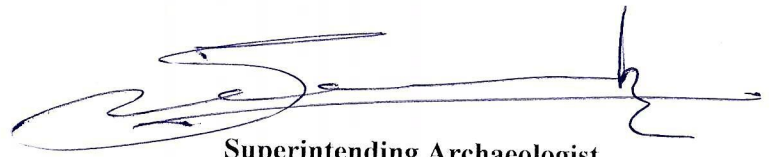
Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next Working Day at the same time.

## 8. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Goods; or
- (d) issue another tender for identical or similar Goods

Note: Please refer to appended TIS and the complete Tender Document for further details.




**Superintending Archaeologist  
Mumbai Circle**

Dated:-08.05.2026

**NOTICE INVITING TENDERS**

1. Online Tenders on behalf of the President of India are invited in two bid system from established, reputed, experienced bidder for the **hiring of manpower for executing the work of MW to Conservation and Repairs of the flooring, remains of the structures at Shaniwarwada, Dist-Pune. As Specified in BOQ.** The Bidder should be registered with the appropriate registration authority.
2. Complete Tender Documents can be accessed from CPP Portal  
<https://eprocure.gov.in/eprocure/app>.
3. No tender shall be entertained after **25.05.2026** at 12.00 under any circumstances as whatsoever. The Bid of tender will be opened on **26.05.2026** at 12:30.
4. The Approval Authority 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 Competent Authority, ASI in this regard shall be final and binding on all.

  
Superintending Archaeologist  
Mumbai Circle

**Copy to:**

- a) Notice Board.
- b) Website of ASI (HQ)/Mumbai Circle.
- c) Sr. Conservation Assistant, Pune Sub Circle, for Information.

# Appendix to NIT: Tender

## Information Summary

Tender Ref.No. : West/Mumb/Pune/Old/22966737

<b>Tender Information Summary (TIS)</b>			
<b>1.0 Basic Tender Details</b>			
Tender Title	HIRING OF MANPOWER		
Tender Reference Number	West/Mumb/Pune/Old/22966737	Tender ID	To be generated separately
Tender Type	<i>Open Tender-Domestic</i>	Form of Contract	<i>Item Rate</i>
Tender Category	<i>Services</i>	No. of Covers	<i>Two covers</i>
Bidding System	<i>Two Bid System</i>	e-Reverse Auction to be held after Financial bid opening (See AITB also in case of Yes)	<i>NO</i>
Estimated Cost put to tender	<b>Rs.71,65,478/-</b>	Period of Completion	<b>365 Days</b>
EMD	<b>Rs.1,79,137/-</b>		
the Procuring Organisation:	Archaeological Survey of India, Mumbai Circle	the Procuring Entity:	Superintending Archaeologist, Mumbai Circle
Authority on whose behalf Tender is invited	President of India	Through	Superintending Archaeologist, Mumbai Circle
Tender Inviting Authority (TIA)	Superintending Archaeologist, Mumbai Circle	Address	Archaeological Survey of India, Mumbai Circle, Sion Fort, Sion (East), Mumbai, MH-400 022.
Appointing Authority for Arbitration	Director General, Archaeological Survey of India		
<b>2.0 Requirement Details (ITB-clause 5.0)</b>			
Evaluation Basis	<i>L-1</i>	Part quotation allowed or not	<i>Not Allowed</i>
Inspection Type	<i>NA</i>	Inspection Agency	<i>Archaeological Officer/Engineer-in-charge</i>
Schedule			
Item Details:	<i>Separately Given in Section 03 of NIT</i>	Qty and Units	<i>Separately Given in Section 03 of NIT</i>
Consignee/ State:	<i>Mumbai</i>		
Terms of Delivery	<i>As per the requirement of site-in-charge of ASI</i>	Completion date of Delivery:	<i>365 days</i>
<b>3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)</b>			

Published Date	11.05.2026	Bid Validity (Days from the date of Bid Opening)	120 days <i>(Will be extended, if required prior approval of Competent Authority)</i>
Document Download Start Date & Time	11.05.2026 from 18:00 Hrs	Document Download End Date & Time	25.05.2026 at 12:00 PM
Clarification Start Date & Time	N.A.	Clarification End Date & Time	N.A.
bid Submission Start Date & Time	11.05.2026 from 18:00 Hrs	bid Submission Closing Date & Time	25.05.2026 at 12:00 PM
Bid Opening (Techno-commercial bid) Date & Time	26.05.2026 at 12:30 PM	Bid Opening (Financial bid) Date & Time	<i>After the technical evaluation (to be announced on CPP Portal)</i>

<b>4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)</b>	
Is this item reserved for exclusive Procurement from MSEs	No
Nature of Bidders eligible – OEMs/ Dealers authorised by OEMs	No restrictions
Minimum local content for eligibility to participate ITB-clause 4.1.4 (Make in India Policy)	NA
Classes of Local Suppliers eligible to participate ITB-clause 4.1.4 (Make in India Policy)	NA
<b>5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)</b>	
Classification of Local Suppliers based on Minimum local content ITB-clause 4.1.1	NA
The margin of purchase preference (ITB-clause 4.1.4)	15 %
Is the requirement divisible for preference ITB-clause 4.1.5	NA
Would the contract be split among more than one bidder ITB-clause 4.1.5	No
<b>6.0 Obtaining the Tender Document and clarifications (ITB-clause 7.0)</b>	
eProcurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app
	0120-4001 002; 0120-4001 005; 0120-6277 787 or support-eproc@nic.in Email - circlemum.asi@gmail.com Ph. – 0712-2511276
Cost of Tender Document (INR)	NA
Office/ Contact Person/ email for clarifications	Archaeological Survey of India, Mumbai Circle, 2nd Sion Fort, Sion (East), Mumbai, MII- 400 022. e-mail – circlemum.asi@gmail.com

<b>7.0 Pre-bid Conference (ITB-clause 8)</b>			
Pre-bid Conference applicable or not		NA	
Place, time, and date of the Pre-bid Conference	Place	Archaeological Survey of India, Mumbai Circle, Sion Fort, Sion (East) Mumbai, MH- 400 022.	
	Date	Second Friday from the floating of tender documents	
	Time	(Office hours only)	
Place, time, and date before which Written queries for the Pre-bid conference must be received			
Place, time, and date before which registration of participants for the Pre-bid conference must be received		NA	
<b>8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)</b>			
Bids to be Addressed to	President of India, Through Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle		
Instructions for Online bid Submission	<a href="https://etenders.gov.in/e procure/app?page=HelpForContractors&amp;service=page">https://etenders.gov.in/e procure/app?page=HelpForContractors&amp;service=page</a>		
Bid Opening Place	On e-procurement portal(s) mentioned above		
Alternate Bids allowed or not ITB-clause 9.1.6	No		
<b>9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)</b>			
Physical documents required/ permitted to be submitted		Yes	
If Yes, List of Documents to be submitted physically		Documents related to EMD exemption	
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents		Last date and time of closing of bid	
Address of Physical Submission of Originals	[Same as TIA above]		
<b>10.0 Additional Clauses</b>			
Clause	Description		
Integrity Pact to be Signed and Submitted along with bid ITB-clause 9.2.1	Yes	Independent External Monitor, Name and Contact Details	NA
Price Variation Clause ITB-clause 6.2.2	No		
Quantity Splitting/ Parallel Orders ITB-clause 13.1.2	No	If Yes, Ratio of Distribution among L-1 and others	Not applicable

## SECTION 02

### CONDITIONS OF CONTRACT

#### 1. General Instructions:

While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

- 1.1 Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle on behalf of President of India invites Online Bids in the prescribed form under the Two Bid System Technical Bid and Financial Bid for bidder **for the hiring of manpower for executing the work of MW to Conservation and Repairs of the flooring, remains of the structures at Shaniwarwada, Dist-Pune. As Specified in BOQ.**
- 1.2 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of the contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD of requisite amount/format, or any other requirement stipulated in the tender documents are liable to be rejected.
- 1.3 The requirement of casual labours is tentative and may increase or decrease at the sole discretion of the Competent Approval Authority of the client.
- 1.4 All labours must be citizens of India (Or as per exemption given by the Govt. of India from time to time).
- 1.5 Please provide all documents/Papers/information in the same sequence as they are asked/required/requested by ASI in NIT.

#### 2. Earnest Money Deposit:

The Hard Copy of original instruments in respect of cost of earnest money must be delivered to the Archaeological Survey of India, Mumbai Circle, Sion Fort, Sion East, MH- 400 022 or 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 against the submitted Bid.

The interested Companies/Firms/Agencies may deposit /submit the Earnest Money Deposit (EMD) for **Rs.1,79,137/- (Rupees One Lakh Seventy Nine Thousand One Hundred Thirty Seven Only)** in the form of Demand Draft drawn in the favour of Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle in the Deposit box before 12:00 pm on the last date of the submission in the sealed envelope mentioning the Name of the Supply.

Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders.

Bidders, who are exempted from submitting EMD, may submit copy of their exemption certificate (MSME/NSIC etc.) to SA, Mumbai Circle before the date & time of closing of tender.

No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of Earnest money deposit or security deposit.

1. **No exemption is allowed under experience criteria for this Supply to the bidders who are registered under “MSE” as well as “Start-up India” as the nature of Supply is highly specialized. Exemption under Turn-over criteria may be given as per established procedure.**
2. The successful tenderer will have to deposit Performance Security Deposit of 5 to 10 % of order value in the form of DD/Bank Guarantee made in favour of Superintending Archaeologist, Archaeological Survey of India, Mumbai Circle.
3. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
4. All entries in the tender form should be legible and filled 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 Technical Bid Application must be initialled by the person authorized to sign the tender bids.
5. In case of any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.
6. The Approval Authority reserves the right to cancel any or all the bids without assigning any reason.
7. The successful bidder shall have to give their consent within 07 days from the date of issue of Supply order failing which the Supply order will be cancelled and EMD will be forfeited and the agency will be black listed.
8. Any kind of Joint Venture/ Consortium will not be accepted in the tendering process.
9. All labours must be citizens of India (Or as per exemption given by the Govt. of India from time to time).
10. At the time of bill submission or before submission of the bill/s, the Labour payment, GST, ESI & EPF must be submitted by the awardee Bidder/contractor.
11. If any submitted Document/Paper/information is found false/incorrect (Even in past or in any previous NIT) then the tender will be rejected immediately and legal action will be initiated.

## SECTION 2.1

### GENERAL CONDITIONS OF CONTRACT

1. The bidder should quote his rate in words and figures per unit, any correction in the rates should be attested by the dated signature of the bidder. Otherwise, such bids are liable for rejection. The amount for each item should be supplied out and requisite of the total should be given.
2. The tenders will be opened at the prescribed time and date.
3. The bidder should be registered as licensed manpower supplier/firm (Labour contractor) with labour department of any State Govt./Central Govt.
4. The labour supplier must fulfil all conditions require under contract Labour Act.
5. The contracting bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract.
6. The tender will be bound by the details furnished by him/her to his department, while submitting the tender or at a subsequent stage, In case, any document furnished by him/her liable for legal action, besides termination of the contract.
7. This office reserves Right to terminate the contract after giving tendays' notice to the contracting agency in case of breach of terms of the contract.
8. Tenders which do not fulfil any of the above conditions or incomplete in any respect are liable for summarily rejection.
9. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderer who indulge in canvassing will be liable for rejection.
10. The rates given for the Supply should be inclusive of all taxes, leads and lifts etc. Nothing extra shall be paid over the rates quoted by the contractor/firm.
11. No claim whatsoever on account of fluctuations in prices will be entertained.
12. The contractor/firm shall not be entitled to any compassion whatsoever on account of any delay or default in the finalisation and acceptance of Supply.
13. The Earnest Money and security Deposit of the successful contractor/firm will be forfeited, if he fails to comply with any of the conditions of the contract and Supply shall be carried out at risk and cost of the contractor/firm.
14. It is understood that the bidder has inspected the site and assessed the volume of Supply before bidding for the project: no claims whatsoever will be entertained at any stage in this regard.
15. Time shall be considered as the essence of this contract. The entire Supply must be completed within the prescribed time limit from the date of Award letter, failing which the remaining Supply can be re-allotted to another contractor/firm at the risk and cost of the contractor/firm with due notice to the contractor/firm.
16. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of absence of any partner, it must be signed on his behalf by a person holding a Power-of-Authority, authorizing him to do some such power of Attorney to be produced with the tender and it must disclose that the firm is duly registered under the India Partnership Act.

17. Receipt for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
18. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.
19. Tax should be clearly indicated separately in the tender schedule duly enclosing a copy of NIC issued by concerned TAX office.
20. No advance will be paid for the commencement of the Supply.
21. The agency shall insure that the individual manpower deployed is in between the age of 18 years to 60 years and physically fit.
22. The firm/agency/contractor should supply the labourer as and when required for the Supply and as per the direction of the site in charge.
23. Total Supplying time of labours is eight hours per day.
24. The firm/agency/contractor will ensure that no chemicals /materials/tools/methods shall be used by the labours for treatment without the consultation and information of site in charge, failing which the undersigned shall serve a notice, rescinding the contract, whereupon the Performance guarantee shall be forfeited.
25. The archaeological sites are non-smoking /non-plastic area and the manpower supplier must be strictly complaint with such requirements.
26. The site is a national monument and its ambience must be maintained without any damage
27. The agency/firm/Contractor has to bear with the abrupt repeal of funds by the government and has to wait till fresh allotments are made. No interest payment for the delay in payment will be made by Archaeological Survey of India, Mumbai Circle.
28. The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the client, emergencies exempted.
36. Whenever minimum wage is revised by the Government, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the Contractors Service Charge and cost of material including consumables unchanged.
37. The contract can be terminated by the competent authority at any time without assigning any reasons and in such circumstances; the service provider has to withdraw his manpower forthwith.
38. The payment to the engaged manpower will be subject to satisfactory performance of the manpower to be certified by the site-in-charge, where they are engaged.
39. It shall be the duty of the Second Party to ensure the disbursement of wages by way of ECS/RTGs or any approved means of bank transfer. Bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of the Department.

40. In case the persons employed by the successful company/ firm / agency commits any act omission /commission which amounts/ to misconduct/ indiscipline/incompetence, the successful company/ firm/ agency/ shall ensure action against such persons, including their removal from site of Supply forth with, if required by the departments.
41. The Second party/company/firm/agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Department.
42. The second party shall depute a coordinator who would be responsible for immediate interaction with Mumbai Circle of the optimal service of the persons deployed by the agency could be availed without and disruption.
43. The second party will be responsible to meet transportation food, medical and any other requirements in respect of the persons deployed by the 2<sup>nd</sup>Party. The responsibility to meet transportation, food, medical and any other requirements shall not be borne by the Archaeological Survey of India (1<sup>st</sup> Party).
44. The second party shall be solely responsible for the redressal of grievances/resolutions of disputes relating to person deployed.
45. The 1<sup>st</sup> party shall not be responsible for any damages, losses claims, financial or injury to any person deployed by services providing agency in the course of their deployment by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
46. The 2<sup>nd</sup>party shall maintain all statutory registers under the applicable laws. The service providing agency shall produce the same, on demand, to the concerned authority of (this Department or any other authority under law). A compliance certificate in this regard will be submitted along with the bills every month.
47. The second party will be responsible for compliance of all statutory provisions relating to minimum wages, GST, Provident Fund and Employees State Insurance etc. Separate details in respect of persons deployed at ASI monument shall be maintained particularly of minimum wages payment and subscriptions towards PF and ESI.
48. The Tax Deduction at Sources (TDS) shall be deducted as per the provision of the Income Tax Departments, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

49. The contract shall commence immediately on receipt of acceptance of the Supply order, by the company/firm/ Agency.
50. The second party shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to Superintending Archaeologist, Mumbai Circle. The Circumstances for change will be submitted in writing to ASI for approval in the first.
51. All assigned manpower will wear identity card provided by firm/agency and duly counter signed by the site in-charge while performing all duties at the arranged place of Supply.
52. The second party shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in Mumbai Circle under the contract. Any such malpractices shall under the contracting Company/Firm/Agency liable for legal action besides termination of contract and forfeiture or performance Security.
53. The 1<sup>st</sup> party reserves right to terminate the contractor during the period of contract after giving a 10 days' notice to the agency.
54. No medical facilities or reimbursement thereof will be provided by the First Party.
55. The persons engaged on outsource basis will not be entitled for any kind of leave.
56. Escalation clause towards payment to the engaged manpower shall not be accepted on any ground during the period the contract is in force except the revision in the minimum rates of wages notified by the appropriate authority from time to time which will be paid by the First Party.
57. The Second Party shall comply with all the labour laws in relation to its employees including payment of minimum wages as laid down by or under any law from time to time.
58. The engagement does not confer right for continuation or extension of the contract on any account for indefinite time. This engagement will be purely a short term temporary arrangement on contractual basis.
59. The Second Party shall deploy additional manpower if asked for to do so due to increase in Supply load subsequently during the currency of the contract at the same rates of wages already agree upon.
60. Any liability regarding Government Dues as well as any loss/injury caused to the Department during the engagement of manpower will be the responsibility of the Second Party.

61. The award of the contract will be subject to the fulfillment of the conditions laid down in relevant Rules under GFR-2017 as amended from time to time.
62. The manpower engaged must have ability to read and write in Hindi language and shall not be below the age of 18 years. They should be physically fit with sound health.
63. The persons engaged shall not claim any Benefit/ Compensation/ Absorption / Regularization of service from this Office under the provision of Industrial Disputes Act 1974 or contract Labour (Regulation & Abolition) act, 1970. An undertaking to this effect from the engaged persons shall be required to be submitted by the service provider to this office.
64. The persons engaged will be expected to observe discipline and decorum at the Supply place and adhere to all instructions/rules in force in the office.
65. The Second Party shall not divulge or disclose to any persons any details of the Supply place, such as the operation process, technical know-how, security arrangements, Administrative / organization matters etc.
66. The Second Party shall be contactable at all times and message by phone/mail/Fax/Special Messengers from this Department to him/her shall be acknowledged immediately on receipt on the same day. The Second Party shall strictly observe the instructions issued by the Department for implementing the Contract from time to time.
67. This department will maintain attendance in respect of the personnel deployed by the Second Party on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates as notified by the appropriate authority, from time to time.
68. Any dispute arising out of the contract will be settled within the jurisdiction of the competent Court at Mumbai.
69. After selection of the successful bidder as contractor, price schedule (Supply order) shall be annexed to the agreement according to which all payments shall be made to the contractor by the client for the services provided by the contractor.
70. The contractor shall raise invoice per month and submit the same to the client by 5<sup>th</sup> of every following month. The client shall make all endeavours to make payments within 30 days from the date of receipt to the invoice to the contractor after due verification subject to availability of funds.

71. The contractor shall provide the details of EPFO Challan, ESIC Challan and Bank Transfer Certificate duly attested by the site in-charge along with the invoice for payment of the same.
72. Client shall be entitled to deduct in accordance with Applicable law, Income Tax or withholding tax or other deductions (as the case maybe), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.
73. If the Contractor desires an extension of time for the completion of Supply on grounds of his having been unavoidably hindered in its execution or on any other convincing grounds, he shall apply in writing through proper channel, within 30 days of the hindrance on account of which he desires such extension as aforesaid and the Circle/branch officer shall if in his opinion (which shall be final) reasonable grounds having been shown thereof, authorise such extension of time if any, as in his opinion be necessary or proper.
- The request from a contractor for extension of time can be considered if the following conditions are fulfilled.
- a) The contractor should apply in writing through proper channel for extension of time in the prescribed form.
  - b) Specific grounds on which the extension of time is applied for.
  - c) Such application is made within 30 days of the date on which such hindrance arose.
  - d) The Circle/branch officer must be satisfied that the grounds shown for extension of time is reasonable and convincing.
74. On breach of any terms and condition of this contract by the contractor, the 1<sup>st</sup> party shall be entitled to forfeit the performance guarantee/security deposit or the balance thereof that may at the time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to right of the first party to recover any further damage from any sums due or which may become due to the contractor by the Government or otherwise.
75. Irrespective of the payment received from the Ist Party, IInd Party must ensure that the payment to the labourers engaged by him are made by 7<sup>th</sup> of every month.

\*First Party - Archaeological Survey of India, Mumbai Circle.

\*Second Party - Contractor/Bidder

## SECTION 2.2

### SPECIAL CONDITIONS OF CONTRACT

#### 1. COMPENSATION OF DELAY:

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

- i) Compensation for delay of Supply with maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.
- ii) Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of Supply or of the accepted Tendered Value of the Sectional part of Supply as mentioned in Supply order for which a separate period of completion is originally given.

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

Provided that compensation during the progress of Supply 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 Supply on stipulated/justified extended date for such part Supply or if delay affects any other Supply/services. This is without prejudice to right of action by the Competent Authority for delay in performance and claim of compensation under that clause.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Supply 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 Supply on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **2. TIME AND EXTENSION FOR DELAY:**

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

- 1) As soon as possible but within 7 (seven) Supplying days of award of Supply and in consideration of
  - (a) Schedule of handing over of site as specified in the Supply order
  - (b) Schedule of issue of designs as specified in the Supply order
- 2) The Contractor shall submit a Time and Progress Chart for each mile stone. The Competent Authority may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Competent Authority. The Supply programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the Supply. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the Supply. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the Supply and may be amended as necessary by agreement between the Competent Authority and the Contractor within the limitations of time imposed in the Contract documents
- 3) In case of non-submission of construction programme by the contractor, the program approved by the Competent Authority shall be deemed to be final.
- 4) The approval by the Competent Authority of such programme shall not relieve the contractor of any of the obligations under the contract.

5) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Competent Authority for the Supply done during previous month to the Competent Authority on or before 5th day of each month failing which a recovery as per Supply order to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

If the Supply(s) be delayed by:-

- i. force majeure, or
- ii. abnormally bad weather, or
- iii. serious loss or damage by fire, or
- iv. civil commotion, local commotion of Supply men, strike or lockout, affecting any of the trades employed on the Supply, or
- v. delay on the part of other contractors or tradesmen engaged by Competent Authority in executing Supply not forming part of the Contract, or
- vi. any other cause like above which, in the reasoned opinion of the Engineer in-charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Competent Authority but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Competent Authority to proceed with the Supply.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed.

- I. In case the Supply is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Supply order shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of Supply Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this clause to the extent the delay is covered, the contractor shall be entitled to only extension of time and no damages.
- II. Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time respectively to the authority as indicated in Supply order. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of Supply falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by

which these details should be available without causing any delay in execution of the Supply. A recovery as specified in Supply order shall be made on per day basis in case of delay in submission of the revised programme.

- III. In any such case the authority as indicated in Supply order may give a fair and reasonable extension of time for completion of Supply or reschedule the mile stones. Competent Authority shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Supply order in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified above), a fair and reasonable extension within a reasonable period of occurrence of the event.
- IV. In case the Supply is delayed by any reasons, in the opinion of the Competent Authority, by the contractor for reasons beyond the events mentioned in above clauses and beyond the justified extended date; without prejudice to right to take action, the Competent Authority may grant extension of time required for completion of Supply without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

### **3. PAYMENT TERMS:**

- A. The contractor shall raise invoice per month and submit the same to the client by 5th of every following month. The client shall make all endeavours to make payments within 30 days from the date of receipt to the invoice to the contractor after due verification subject to availability of funds.
- B. The contractor shall provide the details of EPFO Challan, ESIC Challan and Bank Transfer Certificate duly attested by the site in-charge along with the invoice for payment of the same.
- C. Client shall be entitled to deduct in accordance with Applicable law, Income Tax or withholding tax or other deductions (as the case maybe), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.

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

- 4.1 The Competent Authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Supply, and (ii) to omit a part of the Supply's in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the Supply's in accordance with any instructions given to him in writing signed by

the Competent Authority and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted Supply which the contractor may be directed to do in the manner specified above as part of the Supply's, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main Supply except as hereafter provided. The time for completion of the Supply's shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted Supply, bears to the original tendered value plus.

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Competent Authority.

**4.2** Whenever minimum wage is revised by the Government, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the Contractors Service Charge and cost of material including consumables unchanged

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

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

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

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

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

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

**8. VALIDITY OF CONTRACT:**

1. The contract, if awarded, shall be initially for a period of 365 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 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 client is satisfied with the work of agency/contractor the period of contract can be extended further maximum for One years on the same terms and condition. (Subject to satisfactory performance and mutual consent).

## 9. FORCE MAJEURE

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by 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".

## 10. ARBITRATION

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 Mumbai, India.

## 11. APPLICABLE LAW

The Supply 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.

## SECTION-3

### SCHEDULE OF REQUIREMENTS

**Description of Manpower required to be hired:**

Item no.	Description and specification of items	Total Estimated quantity
1.	Mazdoor	5746.00
2.	Mason 1 <sup>st</sup> Class	125.00
3.	Stone Dresser	187.00

\*Units – One labour for one day (08 hours)

**1. Mazdoor** = Providing services of Mazdoor (as decided by the Site-in-charge) for carrying out miscellaneous Civil works in accordance with the instructions of mason, stone mason & stone cutter and to help for Mazdoor, removal of malba and other miscellaneous works as per direction of Site-in-charge at ASI Building. Minimum wages as notified and revised by Min. of labour as applicable time to time shall be made only after submission of attendance recorded manually for those Mazdoor who has marked the attendance.

**2. Mason/Stone Mason/Stone Dresser** = Providing services of Mason (having minimum five years' experience on all working days as decided by the Engineer-in-charge) for execution of masonry nature/dressing and cutting of stone or allied work specifically on Basalt Stone and DQ stone as and when directed by the Site-in-charge of ASI. Payment will be made as per the Minimum wages notified and revised by Min. of labour as applicable time to time shall be made only after submission of attendance recorded manually for those Mason/Stone Mason/Stone Cutter who has marked the attendance.

## SECTION 04

### SPECIFICATION AND ALLIED TECHNICAL DETAILS

#### I. MINIMUM ELIGIBILITY CRITERIA:

The following shall be the Minimum Eligibility Criteria for selection of the bidders technically:

Sl. No.	REQUIRMENT	COPY OF RELEVANT DOCUMENT
1	The Company/Firm/Agency should be registered with the appropriate registration authority.  (It may be registered with CPWD/PWD of State Govt./ASI/Railways/MES/Flood & Irrigation Department)	Copy of Valid Registration Certificate
2	The Company/Firm/Agency should be registered with labour department, EPFO and ESIC	<u>Copy of Valid:</u> 1. Registration of company with labour department. 2. EPFO Registration of company. 3. ESIC Registration of company.
3	The Company/Firm/Agency should be registered with GST Department	Copy of GST registration certificate of the company
4	PAN Card in the name of Company/Firm/Agency	Copy of PAN Card in the name of Firm/self-proprietorship etc., else duly notarized affidavit confirming ownership/self-proprietorship to be provided for.
5	Copies of Income Tax Return for the last three financial years to be attached for i.e.  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. 2026-27 (F.Y. 2025-26) is not filed due to any reason then please indicate the same and ITR for the A.Y. 2023-24 (F.Y. 2022-23) will be considered for those bidders.	Copies of ITRs.
6	The average annual financial turnover of the Contractor / Company / Agency During the last 3 financial years ending on 31st March 2024 should be at least 30% of the tender amount.	Copy of turnover certificate issued by Statutory Auditor or Charter Account (with UDIN No. Mandatory)
7	<b>Experience:</b> The bidder should have successfully completed the supply of similar nature of manpower to Government organizations/Public Sector Undertakings/Autonomous Bodies during last 03 (Three) years ending last day of month previous to the one in which applications are invited should be either of the following: a) Three similar Supply/works costing not less than the amount equal to 40 % of the estimated cost, <b>OR</b> b) Two similar Supply/works costing not less than the amount equal to 50 % of the estimated cost, <b>OR</b> c) One similar completed Supply/works costing not less than the amount equal to 80 % of the estimated cost.	Copy of Supply/Work orders along with completion certificate issued by Government organizations/Public Sector Undertakings/Autonomous Bodies.
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.	EMD or Exemption Certificate for EMD	DD from a Nationalized Bank in favour of Superintending Archaeologist, ASI, Mumbai Circle, Mumbai. The firms registered under MSME( Micro and Small Enterprises) are exempted for EMD. No exemption for Medium Enterprises under MSME registered firms.
11.	<b>FORM-I TO IV AS PER SECTION 06 OF NIT</b>	Duly Filled Copies of Form I to IV as per the section 06 of NIT as desired in the proformas.

**\*Similar Nature: Supply of Manpower of similar nature required for Conservation Work such as Mazdoor, Mason 1<sup>st</sup> Class, Stone Dresser and Carpenter at heritage site/monument etc. OR work executed in any kind of civil construction works in ASI/State Archaeological Department or Civil work Experience on Heritage site in any Government Organization total value of work order shall be considered. The quantity may vary from the required quantities in the tender. Work/Supply order and its corresponding completion certificate issued by Centre/State Government organizations/Public Sector Undertakings/Autonomous Bodies to be enclosed along with the bid documents.**

## II. EVALUATION CRITERIA:

1. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
2. The bidder who quotes lowest rates for providing casual labour services per month mentioned in (viii) of Application for 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 for Supply of Manpower of similar nature required for Conservation Work such as Mazdoor, Mason 1<sup>st</sup> Class, Stone Dresser and carpenter at heritage site/monument etc. OR work executed in any kind of civil construction works in ASI/State Archaeological Department or Civil work Experience on Heritage site in any Government Organization.**
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 Supply shall be awarded to L1 bidder.

### Notes:

1. In cases where the bidder has submitted "NIL" Service Charges, the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28<sup>th</sup> January, 2014.

## SECTION -05

### APPLICATION FOR FINANCIAL BID/PRICE SCHEDULE

(For providing manpower/Labour supply)

1. Name of the Firm \_\_\_\_\_.
2. Rates are to be quoted in accordance with the Minimum Wages Act 1948 as notified by the Government as applicable on the date of issue of this tender. A copy of notification may be enclosed.
3. The rate which is not in accordance of the Minimum Wages Act 1948 as applicable on the date of issue of this tender will not be accepted and the financial bid shall not be considered.
4. The agency will ensure that it is complying with all statutory liabilities relating to taxes, relating to taxes, payment of minimum wages and other statutory liabilities.
5. Description of Labours:

Item no.	Description and specification of items	Total Estimated quantity	Requirement per day
1.	Mazdoor	5746.00	As per requirement at Site/ Site in charge of the Supply
2.	Mason 1 <sup>st</sup> Class	125.00	
3.	Stone Dresser	187.00	

\*Units – One labour for one day (08 hours)

Note:

1. Total consolidated monthly amount (including Minimum wages, ESIC, EPF etc.) per person should be quoted by the bidder under each category separately.
2. Payment shall be made by the client as per the terms and condition of the Tender Documents.
3. The contractor shall mandatorily ensure that the cost per head is paid as monthly wage to their employees who are deployed in client's premises for different services.

Date:

Place

Signature of authorized person

Seal

Full Name:

Break up of Labour rates

Sl. No.	Component of Rate	Amount in Rs. Per Person/Per Day		
		Mazdoor	Masson 1 <sup>st</sup> Class	Stone Dresser
	As per Labour Commissioner Mumbai BKC	849.77	949.58	949.58
i	Employees Provident Fund @13 % of (i) above (if applicable)			
ii	Employees State Insurance @3.25% of (i) above (if applicable)			
iii	LabourCess @ 1% of (i) above if applicable			
iv	Contractors Service Charge ..... % of (i) above			
v	Total of i+ii+iii+iv above			
vi	GST @18% of above v			
vii	Total of v+vi Above			
viii	Total unit for per day per person			

## **SECTION 06**

1. FORM I - APPLICATION FOR TENDER (CONTRACT FORM)
2. FORM-II - DECLARATION ON LETTER HEAD
3. FORM-III - INTEGRITY PACT
4. FORM-IV - TENDER ACCEPTANCE LETTER

## FORM-I

### APPLICATION FOR TENDER:

1. Name of Tendering Company/Firm/Agency  
(Attach certificate of registration)

2. Name of proprietor/Director of Company/Firm/Agency:

3. Full Address of Regd. Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No:

Fax No:

E-Mail Address:

4. Full address of Operating Branch:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No:

E-Mail Address:

Telephone No:

5. (a) Banker of Company/Firm/Agency \_\_\_\_\_  
(Full Address)

(b) Telephone Number of Banker  
\_\_\_\_\_

6. PAN/GIR No. (Attach attested copy) \_\_\_\_\_

7. Service Tax Registration No./GST registration, -----if any (Attach attested copy)

8. E.P.F. Registration Number, if any  
(Attach attested copy) \_\_\_\_\_

9. E.S.I. Registration Number, if any  
(Attach attested copy) \_\_\_\_\_

10. Financial turnover of the tendering Company/Firm/Agency for the last three Financial Years with documentary proof thereof.  
(Attach Certificate from Statutory Auditor):

Financial Year	Annual Turn over Amount (Rs. Lakh)	Remarks, if any
2023-2024		
2024.2025		
2025-2026		

11. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl.No	Details of client along address, telephone and FAX numbers	Amount value of Contract (Rs. In Lakhs)	Duration of Contact	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

12. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

**FORM-II**

**DECLARATION (On 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 has not been blacklisted/debarred from participating in tender of any Ministry/State Government/ Central Government of India/PSU organization undertaking in the last Three Years as on date of opening of this Tender.
4. I/We shall abide to Public Procurement (Preference to Make in India) order 2017 and subsequent amendments dated 16th September 2020 as relevant and applicable.
5. I/We is compliant to the Provision of Rule 144 (xi) of GFR 2017.
6. I/We have actually seen the site and are fully adhere with the quality and quantity of Supply to be executed.
7. I hereby further declare that my/our bid is unconditional in any manner or whatsoever in nature.
8. All Labour to be engaged in the execution or to be supplied by me/us will be citizens of India (Or as per govt. rules).
9. The Labour payment, GST, ESI & EPF will be submitted before bill submission or at the time of bill submission.
10. All safety and security equipment's will be provided by me.
11. If any accident/incident happened at site/during the Supply with any labour, I will be totally responsible.
12. All Items/Materials/equipment's/etc. (whatsoever) to be executed/supplied will be "Made in India".
13. All Measurements will be as per IS specifications and will be measured in a Metric system (If and otherwise not specially specified).
14. 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:
15. I/We are aware that, If any submitted Document/Paper/information is found false/incorrect (Even in past or in any previous NIT) the tender may be rejected by ASI immediately and legal action can be initiated as per govt. Law, including blacklisting of my firm also.

Person(s)  
Date:  
Place:

Signature of authorized

Full Name:  
Seal:

Countersigned by the Site-in-charge (ASI)/  
Representative of ASI at Site

Full Name :  
Designation :  
Date :  
Place of Posting :

FORM-III

INTEGRITY PACT

To,

M/S .....

.....

.....

Sub: NITNo.West/Mumb/Pune/Old/22966737 for the hiring of manpower for executing the work of MW to Conservation and Repairs of the flooring, remains of the structures at Shaniwarwada, Dist-Pune. As Specified in BOQ. -reg.

Dear Sir,

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

Yours faithfully

Superintending Archaeologist

## INTEGRITY PACT

To,

Superintending Archaeologist,  
Archaeological Survey of India,  
Mumbai Circle, Sion Fort,  
Sion East, Mumbai, MH- 400 022.

Sub: Submission of Tender for the hiring of manpower for executing the work of MW to Conservation and Repairs of the Flooring, remains of the structures at Shaniwarwada, Dist-Pune. As Specified in BOQ. -reg.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

**FORM-IV**  
**TENDER ACCEPTANCE LETTER**

To,

The Superintending Archaeologist,  
Archaeological Survey of India,  
Mumbai Circle, Sion Fort,  
Sion East, Mumbai, MH-400 022.

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -F.No.West/Mumb/Punc/Old/22966737

Name of Tender / Work: **For the hiring of manpower for executing the work of MW to Conservation and Repairs of the flooring, remains of the structures at Shaniwarwada, Dist-Pune. As Specified in 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: <https://eprocure.gov.in/eprocure/app> 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 I conditions I clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.
4. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder,  
with Official Seal)