

NOTICE INVITING TENDER
FOR OW TO REPAIRS TO GUEST HOUSE AT DHOLAVIRA AS SPECIFIED IN
THE BOQ

REFERENCE NO. 3C/1/OW/GHD/2025-26/C



प्रत्नकीर्तिमपावृणु

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

SECTION 01

NOTICE INVITING TENDER

1. Notice Inviting Tender (NIT)

The President of India, through the Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle, invites bids for entering into a contract for **OW to Repairs to Guest House at Dholavira**. This Tender Document reference number, Tend No. (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 3 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 as per the discretion of the Competent Authority of ASI. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next Working 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 eProcurement 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.
- 5) **Indemnity:** The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his subcontractors.

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
Rajkot Circle

Superintending Archaeologist
Archaeological Survey of India
Rajkot Circle, Rajkot.

F. No. 3C/1/OW/GHD/2025-26/C
Government of India
Archaeological Survey of India,
Rajkot Circle



Office of the SA, ASI, Rajkot
Old Collector Compound,
Rajkot-360001
Date- 13.05.2026

NOTICE INVITING TENDERS

1. Online Tenders on behalf of the President of India are invited in two bids system from established, reputed, experienced bidder for execution of Work namely “**OW to Repairs to Guest House at Dholavira**” as specified in the 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 this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at 11:00 a.m. on 03.06.2026
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 SA, ASI, Rajkot in this regard shall be final and binding on all.

**Superintending Archaeologist
Rajkot Circle**

Copy to:

Website of ASI (HQ).

G. S. K. S.
Superintending Archaeologist
Archaeological Survey of India
Rajkot Circle, Rajkot.

Appendix to NIT: Tender Information Summary

Tender Ref. No.: 3C/1/OW/GHD/2025-26/C

Tender Information Summary (TIS)				
1.0 Basic Tender Details				
Tender Title	OW to Repairs to Guest House at Dholavira			
Tender Reference Number	3C/1/OW/GHD/2025-26/C	Tender ID	To be generated separately	
Tender Type	<i>Open Tender-Domestic</i>	Form of Contract	<i>Percentage Rate</i>	
Tender Category	<i>Works</i>	No. of Covers	<i>Two covers</i>	
Bidding System	<i>Single Stage</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	Rs. 15,17,106	Period of Completion	Civil Work	90 Days
EMD	Rs. 37,928.00			
the Procuring Organisation:	Archaeological Survey of India, Rajkot Circle	the Procuring Entity:	Superintending Archaeologist, Rajkot Circle	
Authority on whose behalf Tender is invited	President of India	Through	Superintending Archaeologist, Rajkot Circle	
Tender Inviting Authority (TIA)	Superintending Archaeologist, Rajkot Circle	Address	Archaeological Survey of India, Rajkot Circle, Old Collectorate Compound, Rajkot-360001.	
Appointing Authority for Arbitration	Director General, Archaeological Survey of India			
2.0 Requirement Details (ITB-clause 5.0)				

Evaluation Basis	<i>L-1</i>	Part quotation allowed or not	<i>Not Allowed</i>
Inspection Type	<i>N.A</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>Rajkot</i>		
Terms of Delivery	<i>As per the requirement of site-in-charge of ASI</i>	Completion date of Delivery:	90 days
3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)			
Published Date	13.05.2026 at 18:00 PM	Bid Validity (Days from the date of Bid Opening)	60 days (Will be extended, if required prior approval of Competent Authority)
Document Download Start Date & Time	13.05.2026 at 18:00 PM	Document Download End Date & Time	02.06.2026 at 11:00 AM
Clarification Start Date & Time	13.05.2026 at 18:00 PM	Clarification End Date & Time	02.06.2026 at 11:00 AM
bid Submission Start Date & Time	13.05.2026 at 18:00 PM	bid Submission Closing Date & Time	02.06.2026 at 11:00 AM
Bid Opening (Techno-commercial bid) Date & Time	03.06.2026 at 11:00 AM	Bid Opening (Financial bid) Date & Time	To be notified later

4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)	
Is this item reserved for exclusive Procurement from MSEs	<i>No</i>
Nature of Bidders eligible – OEMs/ Dealers authorised by OEMs	<i>No restrictions</i>

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	
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)		
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)	NA	
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	
6.0 Obtaining the Tender Document and clarifications (ITB-clause 7.0)		
e-Procurement 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 – circlerjt.asi@gmail.com Ph – 0281 – 2457270	
Cost of Tender Document (INR)	NA	
Office/ Contact Person/ email for clarifications	Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle, Old Collectorate Compound, Rajkot-360001. Email – circlerjt.asi@gmail.com	
7.0 Pre-bid Conference (ITB-clause 8)		
Pre-bid Conference applicable or not	No	
Place, time, and date of the Pre-bid Conference	Place	Archaeological Survey of India, Rajkot Circle, Old Collectorate Compound, Rajkot-360001
	Time	NA
	Date	NA
Place, time, and date before which Written queries for the Pre-bid conference must be received	NA	

Place, time, and date before which registration of participants for the Pre-bid conference must be received	NA		
8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)			
Bids to be Addressed to	President of India, Through Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle		
Instructions for Online bid Submission	https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page		
Bid Opening Place	On e-procurement portal(s) mentioned above		
Alternate Bids allowed or not ITB-clause 9.1.6	NO		
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)			
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]		
10.0 Additional Clauses			
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

INSTRUCTIONS TO BIDDERS

1. The Tender Document

1.1 Basic Tender Details

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for the execution of Civil Work as detailed in "Schedule of Requirements" (hereinafter referred to as 'the Scope of Work'). Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) and Notice Inviting Tender (NIT) for ready reference. The 'Scope of Work's may include incidental Services/ Works if so indicated. In this Tender Document, any generic reference to 'Goods' shall be deemed to include such incidental Services and Works.

1.2 Overview of Contents

- 1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the e-Procurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. The sections mentioned in ITB-clause 1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his bid Form (Form 1) that he has read, understood, complied, and stands bound by all requirements of these sections:

1.3 Sections of the Tender Document (need not be signed or uploaded)

1.3.1 Sections of the Tender Document

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section 1: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- 2) Section 2: Instructions to Bidders ITB)
- 3) Section 3: Conditions of Contract
- 4) Section 3.1: General Conditions of Contract (GCC)
- 5) Section 3.1: Special Conditions of Contract (SCC)
- 6) Section 4: Schedule of Requirements
- 7) Section 5: Specification and Allied Technical Details
- 8) Section 6: Financial Bid/Price Schedule
- 9) Section 7: Forms

1.3.2 Section 1: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section 1 – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.3.3 *Section 2: Instructions to Bidders (ITB)*

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.3.4 *Section 3.1: General Conditions of Contract (GCC) and Section 3.2: Special Conditions of Contract (SCC)*

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from terms and conditions of this and other Schedules.

1.3.5 *Section 04: Schedule of Requirements*

Section VI – Schedule of Requirements describes the Scope of Work required; HSN codes; Quantities and Units; Delivery Requirements, Destination and State; transportation; terms of delivery (F.O.R. etc.); scope of work (concomitant accessories; spare parts and incidental Works/ Services). The requirements may consist of more than one schedule. Each schedule may contain more than one item of Goods. Bidders must fill up 'Form 2: 'Schedule of Requirements - Compliance' regarding this Schedule.

1.3.6 *Section 05 – Technical Specifications and allied Technical Details*

Section 05 – Technical Specifications and Quality Assurance lays down the technical and quality assurance (including any energy-saving requirements, e.g., BEE star classification and Warranty Obligations) of the Goods required. It would also stipulate, if required, any compliance required by Central and State Pollution Control Boards, including transportation and handling of hazardous materials/ packaging. Bidders must fill up 'Form 3: 'Confirmation/ Deviation from Technical Specifications and Quality Assurance' regarding this Schedule. Bidder should provide the required details, information, confirmations, etc., accordingly, failing which its bid shall be liable to be rejected as nonresponsive.

1.3.7 *Section 05: Qualification Criteria:*

Section 05: Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. It may indicate the extent of dispensation allowed for Start-ups under ITB 3.8.2-2) and MII-JVs under ITB 3.6.8-2. Bidders must fill up 'Form 4: Confirmation/ Deviation from Qualification Criteria' and 'Form 4.1: Performance Statement'

regarding this Schedule. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria in this appendix.

2. Procuring Entity - Rights and Disclaimers

2.1 The Procuring Entity

Bids are to be addressed to the President of India through the Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle. Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and Paying authority who shall discharge designated function during contract execution.

2.2 Right to Intellectual Property and confidentiality:

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - (a) now or hereafter is or enters the public domain through no fault of Bidder;
 - (b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - (c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3 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).

2.4 Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors

and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4 Regarding Tender Document:

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

2.5 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

2.6 Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT, which shall be considered to be part of this clause

of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

2.7 Conflict of Interest.

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3. Bid Prices, Taxes and Duties

3.1 Prices

3.1.1 *Competitive and Independent Prices*

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

3.1.2 *Undue profiteering*

- 1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- 2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

3.1.3 *Price Components*

- 1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
 - (a) **The break-up of Prices based on Origin of Goods:** The quoted prices for Goods offered from India
 - Domestic Goods:** For Goods offered indigenously, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - (i) The price of the Goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, shall be assumed to include all taxes and duties like GST, customs duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Goods or on the previously imported Goods of foreign origin.
 - (ii) Any GST, which shall be payable on the Goods in India if the contract is awarded.

- (iii) Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their final destination as stipulated in Section VI: Schedule of Requirements and
- (iv) The price of incidental Works/ Services, as and if mentioned in Section VI: Schedule of Requirements.

3.1.4 *Price Schedule*

- 1) Bidders are to upload only the downloaded Price Schedule (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. Delivery Schedule and Terms of delivery are also to be quoted. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
- 2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

3.1.5 *Provisions of GST*

- 1) While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act as relevant and applicable

3.1.6 *Currencies of Bid and Payment*

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

3.2 Payments

3.2.1 *General*

Unless otherwise stipulated, Payment terms laid down in clause SCC shall be applicable.

3.2.2 *No Advance Payments*

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the contractor. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

3.3 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

4. Signing and Uploading of Bids

4.1 Relationship between Bidder and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

4.2 Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form I.1: Bidder Information.

4.3 Submission/ uploading of Bids.

4.3.1 *Submission/ Uploading to the Portal*

- 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidder need not sign or up-load the Schedules in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being

rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

- 7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
- 10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- 11) The Procuring Entity may extend the deadline for bids submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

4.3.2 *Implied acceptance of procedures by Bidders*

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

4.3.3 *Late Bids*

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

4.4 Modification, Resubmission and Withdrawal of Bids

4.4.1 *Modification & Resubmission*

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

4.4.2 *Withdrawal*

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

5. Bid Opening

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid Opening falls on a subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

6. Evaluation of Bids and Award of Contract

6.1 General norms

6.1.1 *Evaluation based only on declared criteria.*

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

6.1.2 *Deviations/ Reservations / Omissions - Substantive or Minor*

- 1) During the evaluation of Bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Tender Document;

- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
 - (d) which affects in any substantive way the scope, quality, or performance of the product;
 - (e) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
 - (f) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
 - 3) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
 - 4) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
 - 5) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per ITB-clause 12.1.3 below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

6.1.3 *Clarification of Bids and shortfall documents*

- 1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical

documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

6.1.4 *Contacting Procuring Entity during the evaluation*

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

6.1.5 *Consideration of Abnormally Low Bids*

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

6.1.6 *Price Negotiation*

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post reverse Auction process.

7. Award of Contract

7.1 The Procuring Entity's Rights

7.1.1 *Right to Vary Quantities at the Time of Award*

At the time of contract award, 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 quantity of Goods originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not

exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document).

7.2 Letter of Award (Acceptance - LoA) and Signing of Contract

7.2.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

7.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

7.2.3 Letter of Award (LoA)

- 1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of the supply of the Goods. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.
- 2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

7.2.4 Performance Security

- 1) Within 07 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the contractor to the Procuring Entity.
- 2) 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 Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the

procurement process. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

7.2.5 Signing of Contract

- 1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (CPWD General Conditions of Contract) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
- 2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.
- 3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The Contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

7.2.6 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

8. Grievance Redressal/ Complaint Procedure

- 1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
- 2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - (a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
 - (b) Only a directly affected bidder can represent in this regard.
 - (i) In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - (ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - (c) Following decisions of the Procuring Entity shall not be subject to review:
 - (i) Determination of the need for procurement.

- (ii) Complaints against specifications except under the premise that they are either vague or too specific to limit competition
- (iii) Selection of the mode of procurement or bidding system;
- (iv) Choice of the selection procedure.
- (v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
- (vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
- (vii) The decision to enter into negotiations with the L-1 bidder; and
- (viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

9. Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutadis mutandis during the pre-award tender process.

SECTION 3

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, Rajkot 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 **“OW to Repairs to Guest House at Dholavira ”** as specified in the BOQ.
- 1.3 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.
- 1.4 The requirement of scope of work is tentative and may increase or decrease at the sole discretion of the Competent Approval Authority of the client.
- 1.5 All labours must be citizens of India (Or as per exemption given by the Govt. of India from time to time).
- 1.6 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 scanned copy of original instruments in respect of cost of earnest money must be uploaded on CPPP and the hard copy needs to be delivered to the Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle, Old Collectorate Compound, Rajkot-360001 within 10 days of floating of the tender on portal. 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/despatch by post the Earnest Money Deposit (EMD) for **Rs. 37,928 (Rupees Thirty-Seven Thousand Nine Hundred Twenty-Eight only)** in the form of Demand Draft/FDR drawn in the favour of Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle on/before the last date of the submission in the sealed envelope mentioning the Name of the Work.

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, Rajkot Circle before the date & time of closing of tender. In case of MSME exemption can be availed only by the Micro and Small Enterprises

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. The successful tenderer will have to deposit Performance Security Deposit of 5 % of order value in the form of DD/Bank Guarantee/FDR made in favour of Superintending Archaeologist, Archaeological Survey of India, Rajkot Circle.
2. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
3. 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.
4. In case of any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.
5. The **Approval Authority** reserves the right to cancel any or all the bids without assigning any reason.
6. The successful bidder shall have to give their consent within 03 days from the date of issue of Work order failing which the Work order will be cancelled and EMD will be forfeited and the agency will be black listed.
7. Any kind of Joint Venture/ Consortium will not be accepted in the tendering process.
8. All labours must be citizens of India (Or as per exemption given by the Govt. of India from time to time).
9. 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.
10. **No exemption is allowed under experience criteria for this work to the bidders who are registered under "MSE" as well as "Start-up India" as the nature of work is specialized. Exemption under Turn-over criteria may be given as per established procedure.**

SECTION 3.1

GENERAL CONDITIONS OF CONTRACT

1. FORCE MAJEURE

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by ASI, Rajkot 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 SA ASI, Rajkot as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract".

2. ARBITRATION

ASI, Rajkot 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 SA ASI, Rajkot 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 Rajkot, India.

3. APPLICABLE LAW

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

4. JURISDICTION

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

SECTION 3.2

SPECIAL CONDITIONS OF CONTRACT

1. COMPENSATION OF DELAY (LIQUIDATED DAMAGES):

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

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

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

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

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

2. TIME AND EXTENSION FOR DELAY:

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

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

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

extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified above), a fair and reasonable extension within a reasonable period of occurrence of the event.

IV. In case the Work is delayed by any reasons, in the opinion of the Competent Authority, by the contractor for reasons beyond the events mentioned in above clauses and beyond the justified extended date; without prejudice to right to take action, the Competent Authority may grant extension of time required for completion of Work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

3. PAYMENT TERMS:

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

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

- The running or final account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate.
- In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Competent Authority certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Competent Authority.
- The final bill shall be submitted by the contractor in the same manner as specified in running bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Competent Authority whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of

which there is no dispute and of items in dispute, for quantities and rates as approved by Competent Authority, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Competent Authority or his authorized Archaeological Engineer, complete with account of materials issued by the Department and dismantled materials.

- **Client shall be entitled to deduct in accordance with Applicable law, Income Tax or withholding tax or other deductions (as the case maybe), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.**

4. DEVIATIONS/ VARIATIONS EXTENT AND PRICING:

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

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

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

If the contractor or his Working people shall break, deface, injure or destroy any part of building in which they may be Working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees,

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

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

SECTION-4

SCHEDULE OF REQUIREMENTS

Scope of Work:

The Archaeological Survey of India (ASI), under the Ministry of Culture, is the premier organization for the archaeological researches and protection of the cultural heritage of the nation. Maintenance of ancient monuments and archaeological sites and remains of national importance is the prime concern of the ASI. Besides it regulates all archaeological activities in the country as per the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958. It also regulates Antiquities and Art Treasure Act, 1972.

Description of material and work to be executed:

Sl. No.	Description and specification of items of work to be executed	Total Estimated quantity to be executed	Units
1.	Providing and fixing double scaffolding system (cup lock type) on the exterior side, made with 40 mm dia M.S. tube 1.5 m centre to centre	366.45	sqm
2.	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. Complete	440.69	sqm
3.	Providing interior wall painting with coats of acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour etc complete as per the direction of site incharge.	440.69	sqm
4.	Provision for Wood Painting with 2 coats with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade and colour etc complete as per the direction of site incharge.	22.69	sqm
5.	Provision Dismantling tile work of 10mm to 25mm thickness in floors and roofs laid in cement mortar including Disposing the waste material 50 mts away from the site lead etc complete as per the direction of site incharge.	61.44	sqm
6.	Providing and laying Double charge polished Vitrified tiles of 600 x 600mm in with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm	84.27	sqm
7.	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with	1.00	EACH

	a floating coat of neat cement complete as per standard design :: Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg)		
8.	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, including making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall	240.00	RMT
9.	Providing in fixing trap of self cleaning system design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors.	12.00	EACH
10.	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	6.00	EACH
11.	Providing and fixing 10 mm thick acid and/or alkali resistant tiles of approved make and colour using acid and/or alkali resisting mortar bedding, and joints filled with acid and/or alkali resisting cement as per IS : 4457, complete as per the direction of Engineer-in- Charge, In flooring on a bed of 10 mm thick mortar 1:4 (1 acid proof cement : 4 coarse sand) lead etc complete as per the direction of site incharge	61.44	sqm
12.	Removal of existing Wash basins of Guest House and dumping of the waste material and providing new wash basin of approved make and brand as required as per instruction of Site In charge	3.00	EACH
13.	Providing and fixing White Vitreous China Surgeon type wash basin of the existing size opening with a pair of 15 mm C.P. brass pillar taps with elbow including operated levers, fitting etc complete	3.00	EACH
14.	Providing and fixing 15 mm nominal dia CP Brass Single lever telephonic wall mixer of quality & make as approved by Engineer in charge.	3.00	EACH
15.	Purchase of 25L Storage Water Heater Geyser of standard make as per instruction of site in charge including transportation, plumbing, electric and fixing	3.00	EACH
16.	Purchase and installation on top of the roof of 2000 ltrs sintex of approved quality etc complete as per instruction of site incharge	3.00	EACH
17.	Purchasing and installation of 1.5 Ton 5 Star Inverter Split AC of standard brand including drilling of holes, fixing, electric work, transportation etc complete as per instruction of site incharge	3.00	EACH
18.	Provision for taking out decayed wooden doors & Windows and installation of aluminum doors and windows for the guest house (complete as per the instructions of site in charge and drawing enclosed)	21.36	sqm
19.	Provision for installation of CC Camera in the Campus area of CC Camera 5 MP with IR and night vision to be installed at different places in Campus premises with 1 year warranty, 4 TB Hard disk, Cable cat 6, 16 Channel DVR, 4U Rack HDMI Cable (for DVR to TV connection), cable accessories (clamp, screw, cable tie, blade, cello tape, 1" pipe including labour charges for fixing, transportation etc complete.	1.00	01 job

SECTION 05

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 eligible bidder, who are registered with CPWD/ MES/ Railway/ASI/P&T Department/ Local PWD or irrigation department having experience in the execution of work of similar nature.	Copy of Valid Registration Certificate
2	The Registered Office should be located anywhere in India but a branch office must be located in state of Gujarat	Copy of proof of address for presence of branch office in state of Gujarat (Rent agreement, electricity bill or other valid documentary proof needs to be submitted)
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	Income Tax Return for the last three financial years i.e., 2022-23, 2023-24 & 2024-25. If the ITR is not filed for the financial year 2024-25 due to any reason, then the same should be mentioned and ITR for the Financial year 2021-22 will be considered for those bidders.	Copy of Income Tax Return for the financial year: 1. 2022-23 2. 2023-24 3. 2024-25
6	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.
7	Turn Over: The average Annual Financial Turn Over during the last three years ending 31 st March of the previous financial year i.e., 2022-23, 2023-24 and 2024-25, should be at least 30 % of the estimated cost. If the balance sheet is not audited for the financial year 2024-25 due to any reason, then the same should be mentioned and Turnover for the Financial year 2021-22 will be considered for those bidders	Copy of Turnover certificate from the Statutory Auditor

8	<p>Experience:</p> <p>The bidder should have successfully completed the similar Civil works in Centre/State Government organizations/Public Sector Undertakings during last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>a) Three similar Work/works costing not less than the amount equal to 40 % of the estimated cost, OR</p> <p>b) Two similar Work/works costing not less than the amount equal to 50 % of the estimated cost, OR</p> <p>c) One similar completed Work/works costing not less than the amount equal to 80 % of the estimated cost.</p>	<p>Copy of Work orders along with its corresponding completion certificate issued by Centre/State Government organizations/Public Sector Undertakings.</p> <p>The issued date of the supply/work order shall be on or after 01.05.2019.</p>
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***Similar Nature:** Similar Nature of work means the bidder should have experience in execution of Civil works. Total value of work order shall be considered. The quantity may vary from the required quantities in the tender. Work/Work order and its corresponding completion certificate issued by Centre/State Government organizations/Public Sector Undertakings to be enclosed along with the bid documents.

Note: Bidders are advised to undertake a site visit to acquaint themselves with the local site conditions, approach road, material and labour availability requirements before submission of bids.

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 the work in financial bid will be declared L1.
3. **In case of further tie, bidder having maximum average turnover during the last three financial years (2021-22, 2022-23 and 2023-24) will be declared L-1.**
4. **In case of further tie in lowest rate, the Company/Firm/Agency who has completed more work orders in last 3 years shall be declared L1. Copies of Order and completion certificate from employer shall be provided along with Technical Bid.**
5. The work shall be awarded to L1 bidder.

SECTION -06

APPLICATION FOR FINANCIAL BID/PRICE SCHEDULE

(For execution of Civil Work)

Item. No.	Description and specification of items of work to be executed	Total Estimated quantity to be executed	Units	Rates inclusive of all statutory taxes including GST as relevant and applicable	Amount
1.	Providing and fixing double scaffolding system (cup lock type) on the exterior side, made with 40 mm dia M.S. tube 1.5 m centre to centre	366.45	sqm		
2.	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. Complete	440.69	sqm		
3.	Providing interior wall painting with coats of acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour etc complete as per the direction of site incharge.	440.69	sqm		
4.	Provision for Wood Painting with 2 coats with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade and colour etc complete as per the direction of site incharge.	22.69	sqm		
5.	Provision Dismantling tile work of 10mm to 25mm thickness in floors and roofs laid in cement mortar including Disposing the waste material 50 mts away from the site lead etc complete as per the direction of site incharge.	61.44	sqm		
6.	Providing and laying Double charge polished Vitrified tiles of 600 x 600mm in with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm	84.27	sqm		

7.	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :: Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg)	1.00	EACH		
8.	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, including making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall	240.00	RMT		
9.	Providing in fixing trap of self cleaning system design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors.	12.00	EACH		
10.	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	6.00	EACH		
11.	Providing and fixing 10 mm thick acid and/or alkali resistant tiles of approved make and colour using acid and/or alkali resisting mortar bedding, and joints filled with acid and/or alkali resisting cement as per IS : 4457, complete as per the direction of Engineer-in- Charge, In flooring on a bed of 10 mm thick mortar 1:4 (1 acid proof cement : 4 coarse sand) lead etc complete as per the direction of site incharge	61.44	sqm		
12.	Removal of existing Wash basins of Guest House and dumping of the waste material and providing new wash basin of approved make and brand as required as per instruction of Site In charge	3.00	EACH		
13.	Providing and fixing White Vitreous China Surgeon type wash basin of the existing size opening with a pair of 15 mm C.P. brass pillar taps with elbow including operated levers, fitting etc complete	3.00	EACH		
14.	Providing and fixing 15 mm nominal dia CP Brass Single lever telephonic wall mixer of quality & make as approved by Engineer in charge.	3.00	EACH		

15.	Purchase of 25L Storage Water Heater Geyser of standard make as per instruction of site in charge including transportation, plumbing, electric and fixing	3.00	EACH		
16.	Purchase and installation on top of the roof of 2000 ltrs sintex of approved quality etc complete as per instruction of site incharge	3.00	EACH		
17.	Purchasing and installation of 1.5 Ton 5 Star Inverter Split AC of standard brand including drilling of holes, fixing, electric work, transportation etc complete as per instruction of site incharge	3.00	EACH		
18.	Provision for taking out decayed wooden doors & Windows and installation of aluminum doors and windows for the guest house (complete as per the instructions of site in charge and drawing enclosed)	21.36	sqm		
19.	Provision for installation of CC Camera in the Campus area of CC Camera 5 MP with IR and night vision to be installed at different places in Campus premises with 1 year warranty, 4 TB Hard disk, Cable cat 6, 16 Channel DVR, 4U Rack HDMI Cable (for DVR to TV connection), cable accessories (clamp, screw, cable tie, blade, cello tape, 1" pipe including labour charges for fixing, transportation etc complete.	1.00	01 Job		

Note:


1. Prices to be quoted in BOQ only in xls format (all figures in INR).
2. GST and other taxes will be as per the Act/Rule/Govt. order passed from time to time.
3. Rates quoted for the items shall be inclusive of statutory taxes including GST as relevant and applicable.

Date:
Place

Signature of authorized person

Full Name:

Seal


Superintending Archaeologist
Archaeological Survey of India
Rajkot Circle, Rajkot.

SECTION 07

- 1. FORM I - APPLICATION FOR TENDER
(CONTRACT FORM)**
- 2. FORM-II - DECLARATION ON LETTER HEAD**
- 3. FORM-III - 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 Turnover Amount (Rs. Lakh)	Remarks, if any
2022-23		
2023-24		
2024-25		

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/Department of Government of India and Government of India 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 Work 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 Work 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.

Date:
Place:

Signature of authorized person(s)
Full Name:
Seal:

FORM-III
TENDER ACCEPTANCE LETTER

To,
The Superintending Archaeologist,
Archaeological Survey of India,
Rajkot Circle - 360001

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: OW to Repairs to Guest House at Dholavira 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: <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 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)