

TENDER NOTICE

1. Introduction

The Archaeological Survey of India under the Ministry of Culture is premiere organization for the Archaeological researches and protection of the Cultural Heritage of the nation. Maintenance of the Ancient Monuments and Archaeological Sites and Remains of national importance is prime concern of the Archaeological Survey of India. Besides, it regulates all Archaeological activities in the country, such as excavation, exploration and preservation etc, as per the provision of the Ancient Monuments and Archaeological Sites and Remains Act, 1958. The implementation of Antiquities and Art Treasures Act 1972 is another mandate given to Archaeological Survey of India. Archaeological survey of India also runs Site Museums of its own.

The Archaeological Survey of India, Patna Circle, invites 'Expression of Interest' (EOI) in a single bid format for engagement of **09 numbers of unskilled casual worker for watch and ward/security and also cleaning/sweeping/maintenance** at the office of Assistant Superintending Archaeologist, Archaeological Survey of India, Archaeological Museum Vikramshila, District Bhagalpur, Bihar, under Patna Circle, Patna

2. SCOPE OF WORK

Unskilled Casual Worker

- a) **Security/Watch and Ward:** The prime object of unskilled watch and ward staff is to look after the museum galleries, entire museum premises, movement of visitors, safety and security of displayed objects i.e. antiquities, sculptures, paintings, art objects, dioramas and other allied works. The incumbent should be physically fit and well disciplined.
- b) **Maintenance/Cleaning/Sweeping:** Removing dust from walls/tables showcases and cleaning of toilets/washbasins/museum galleries/museum office/staircase/ceiling/windows of the museum/common area and other allied works.

3. GENERAL TERMS & CONDITIONS

- I. Issue of Tender Form does not necessary mean that the tenderer is an eligible party.
- II. The 'Tenderer' and /or 'Party' and or Maintenance Contractors or Service Providers as used in the Tender documents, shall mean the one who has signed the Tender Form and format for Pre-qualifications bid submitted in response to our Tender Notice.
- III. The individual signing the tender or other documents in connection with the tender must certify his / her signature as (a) sole proprietor of the firm or constituted attorney

- of such sole proprietor, (b) constituted attorney of the firm, if it is a company, (c) authorized signatory of the firm.
- IV. Any tenderer giving tender in different names will be disqualified and his tender will be rejected.
 - V. The Tender Forms submitted by the tenderer shall contain all requisite information along with supporting documents.
 - VI. The tenderer should be an established Agency / Firm dealing with the categories of works published in the Tender Notice or having infrastructural facilities including manpower in case of Service Provider. The agency must have a local office at Patna with a regular telephone at office and residence.
 - VII. The tenderer/Director/Partner of the tendered company shall have to submit a declaration stating that he/she is not a relative of any serving employee of office of the Patna Circle, Patna.
 - VIII. The tenderer shall give the official mailing address and phone number to which all correspondences shall be made by the Patna Circle, Patna. Also, if address is changed, the same shall have to be immediately intimated to the SA, Patna Circle, Patna
 - IX. The incomplete or conditional tenders would not be accepted and are liable to be rejected.
 - X. Bids received by the Patna Circle, Patna after the date and time as mentioned in para 7 of this notice (on or before 15:00 hrs on 28.06.2017 and will be opened on the same date i.e. 28.06.2017 at 15:30 Hrs.), will not be considered.
 - XI. Tender without Tender Fee and Earnest Money Deposit will not be accepted and is liable to be rejected summarily.
 - XII. Tenders not conforming to the requirements mentioned in the Tender Form will be rejected and no correspondence shall be entertained in this regard.
 - XIII. The tender form should be clearly filled in ink legibly or typed. The Tenderer should quote the number, rates and amount tendered by him/them in figures as well as in words. Alterations illegibly attested by the Tenderer, shall disqualify the tender. The tender form should be signed by the Tenderer himself. The forwarding letter alongwith quotation should be signed by the tenderer. Self attested copies of the Registration number for the Firm, License No. under Contract Labor Act, Provident Fund Account No. allotted by the Provident Fund commissioner, ESI No PAN No allotted by the Income Tax Department and / or copy of the last Income Tax clearance certificate, Satisfactory Performance Certificate issued by the concerned agency (s)/ organizations where such type of works /jobs have been performed by the contractor earlier shall also be enclosed. The rate should be indicated separately in accordance with the provisions like Provident Fund Act and ESI, The Contractor shall have to produce documentary proof i.e. Ration Card / Telephone Bill / Electricity Bill / Income Tax certificate/ Aadhar Card/any other valid document recognized by Government in support of his identity.
 - XIV. The tenderer should take care that the rate and amount should be written in such a way that interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.
 - XV. Tenderer who intends to participate in the tender should have experience of handling atleast 20 persons/housekeeping staff at a site.
 - XVI. The prospective tenderer should have experience in providing services in a Museum or similar organization.
 - XVII. It will not be binding to accept the tender in totality. It can be accepted in parts.
 - XVIII. False information/documents provided for consideration would result in disqualification of the bidder.
 - XIX. Forwarding letter should clearly indicate the list of enclosures. Every paper of the tender should be signed by the Tender with seal of Agency/Firm.

- XX. **Technical bids will be considered first. Those who qualify the technical bids, only their financial bids will be considered.**
- XXI. All wages and allied benefits like P.F., Bonus, ESIC, etc. are to be paid by the agency. The agency shall remain liable to the authorities concerned for compliance of the provisions in this regard and will be liable for any contravention thereof. Agency shall have to abide by Minimum wages Act as revised from time to time for making payment to the labours deployed by them in the Vikramshila Museum, Antichak (Bhagalpur). In case the minimum wage is raised by the local Government / Central Administration after submission of the tender, the payment of difference in the minimum wage will be considered by the SA Patna Circle, Patna.
- XXII. **The firms which do not meet minimum wages criteria will not be considered and they will be treated as ineligible.**
- XXIII. The SA Patna Circle, Patna will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 as applicable from the contractor.
- XXIV. The Contractor / Agency/Firm shall not sublet the work to other Contractor / Agency / Firm after the award of the work. The engagement of services is purely on contract basis. The manpower deployed by the contractor / agency / firm shall be employees of the Agency for all intents and purposes.
- XXV. The SA, Patna Circle, Patna shall have the right to ask for removal / replacement of any person of Agency, who is not found to be suitable and orderly in the discharge of his/her duty.
- XXVI. The Agency staff shall carry out duties as entrusted to them by the Museum I/c Vikramshila Museum from time to time.
- XXVII. Penalties: Lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider.
- Quantum of penalty will be decided in individual cases and decision of the Superintending Archaeologist, Patna Circle, Patna, shall be final and binding.
 - In case of failure to commence the service on the stipulated time / date, the E.M.D. shall be forfeited.
 - In case of failure to carry out the service to the satisfaction of Patna Circle, Patna as per the terms & conditions, this office will be free to get service done by any other agency at the cost and risk of the service provider.
- XXVIII. Performance Evaluation: The performance of the deployed persons will be evaluated by the SA, Patna Circle, Patna on the basis of the reports received from the Museum I/c Archaeological Museum Vikramshila. If the performance is not satisfactory, suitable action will be taken against the agency.
- XXIX. Earnest Money: The tenderer will furnish along with the Tender Form, earnest money of **Rs.14742/-** in the form of DD/Pay Order only drawn in favour of Superintending Archaeologist, Patna Circle, Patna. The earnest money shall be refunded to the successful tenderer (s) **upon deposit of security money**. Tenders Part – A received without Earnest Money shall be rejected. The earnest money of successful tenderers will be liable to be forfeited if the tenderer does not fulfill the terms and conditions or withdraws, impairs or derogates from the tender in any respect within the period of validity of the tender.
- XXX. Security Deposit: The successful tenderer/Contractor shall deposit a security of 10% of the annual contract value by FDR in favour of Superintending Archaeologist, Patna Circle, Patna for the due performance of the contract. The Security is to be deposited within 15 days of the date of award of contract. In the event of any breach / violation of any terms and conditions contained therein by the contractor, the said security deposit shall be forfeited by the office of the Superintending Archaeologist, Patna Circle, Patna. No interest shall be paid by the Patna Circle, Patna on earnest money or security deposits.

- XXXI. Signing of Agreement: An Agreement will be signed with the successful bidder on the non- judicial stamp paper (value of stamp paper shall be as applicable at the time of agreement) after submission of required Performance Guarantee.
- XXXII. Contract Validity: The contract shall be initially valid for a period of 9(Nine) months from July 2017 to March 2018, which may be extended or reduced at the discretion of the Competent authority .
- XXXIII. Termination Clause: The contract can be terminated by giving three months prior notice by the tenderer and one month's notice by the SA, Patna Circle, Patna. However if the tenderer neglects or fails to carry out the contracted work due to negligence in the performance of the contract, the SA Patna Circle, Patna shall have the right to terminate the contract forthwith and forfeit the entire security amount as well as engage another supplier/service provider to carry out the work / service at the cost and risk of agency.
- XXXIV. Arbitration: Disputes, if any, shall be referred to the sole Arbitrator who may be appointed with the consent of both the parties in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Patna (Bihar) in India. The award will be binding upon the parties.
- XXXV. The Contractor / Agency/Firm will get verified day-to-day attendance from the concerned authorities of Vikramshila Museum to whom the staff is attached.
- XXXVI. ***Rates of Administrative/Service charges should be quoted in percentage (%) only. Otherwise financial bids will not be accepted.***
- XXXVII. The Superintending Archaeologist, Patna Circle, Patna reserves the right to reject all or any tender without assigning any reason.

4. MISCELLANEOUS CONDITIONS

- i) Manpower required for execution of the entire work including transport shall be arranged by the contractor. In case, a particular workman remains absent due to one reason or other, it would be the responsibility of the contractor to provide another workman in his place.
- ii) The contractor rates shall include the cost for all essential and contingent works, which although not specifically mentioned in this contract, are necessary for completion of the work to the satisfaction of the Superintending Archaeologist, Patna Circle. Also Contractor shall ensure that the persons sent to the Archaeological Museum Vikramshila office wear neat and clean uniform every day while on duty and free from any communicable diseases.
- iii) The Contractor shall have no claim against the Superintending Archaeologist, Patna Circle in respect of any work which may be withdrawn.
- iv) The contractor shall maintain an Attendance Register of personnel. The above register of personnel will record the rendered services on all working days and any other day as may be required, excluding holidays/ public holidays which are mandatory under labour laws. They will maintain cleanliness of toilets, floors of museum galleries, etc. and will attend any unforeseen jobs as well as exigency of work. No extra payment for this shall be made .The rate of items of scheduled work includes the cost of the provisions as well.
- v) The Agency is to remove / take out the garbage, waste materials and dead animals from Museum Campus to the designated site of the local bodies. The agency can have a tie-up with local bodies for the same but the responsibility of disposal of garbage / waste materials etc. to the appropriate place would be of the agency.

vi) Any transfer or change in the deployment of personnel shall be brought to the notice of the Museum Incharge, Vikramshila and he shall be within his rights to remove or get changed any personnel whom he considers unsuitable/unfit for the job being entrusted to him/her.

5. OTHER TERMS & CONDITIONS AND SPECIFICATION

1. The Contractor / Agency / Firm will provide on monthly basis 09 persons for unskilled staff for the day- to- day works in the museums located at Kahalgaon, Bhagalpur, Bihar, ASI.
2. The requisite manpower will have to be deployed by the agency immediately on award of contract.
3. The number of manpower will be purely need based. Therefore, the Number of Contractor's worker may increase or decrease as per requirement.
4. The contractor/firm should ensure that the monthly based salary/wages are paid to the worker latest by **7th of every month by ECS only.**
5. Salary slip with all the relevant columns has to be provided to all the workers every month and photo copies of such salary slips will be submitted to the Museum Incharge, Vikramshila.
6. The service provider will submit the bill in triplicate in the 1st week of following month for payment. The bills should be for reimbursement of the actual amount to the service rendered by the contractor. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the manpower.
7. **The company/firm who will be awarded the contract, shall have to provide the proof of deposit of all the mandatory charges being paid by the Department, failing which their services would be terminated with immediate effect and their security deposit would be forfeited and they will be black listed.**
8. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per Act/Rules applicable to the Firm/Agency/Contractor.
9. If for any reason the personnel deployed by the service provider wishes to proceed on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. No wages will be paid for any absence. Moreover the service provider shall provide a substitute in case the absence exceeds 5 days, or even earlier, if situation so warrants, to meet such eventualities, the contractor shall make provision for leave reserve.
10. The Service Provider shall be contactable at all times and message sent by email/Special Messenger from the Museum Incharge, Vikramshila to the Service Provider shall be acknowledged immediately on receipt on the same day.
11. That the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor.
12. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Bihar Shops and Establishment Act and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the Patna Circle indemnified from all acts of omission, fault breaches and /or any claim, demand/loss/ injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the Patna Circle shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
13. If any of the Terms and Condition is in violation of any of the provision of Rules/Acts in this regard, the provision in the relevant Act/Rules shall prevail.
14. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed in their

respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.

15. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave, for which the work is taken from them, do not violate relevant provisions of Bihar Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. The contractor shall not commit a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour.
16. The bidder will be bound by the details furnished by him/her to Patna Circle, Patna while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/firm liable for legal action besides termination of contract.
17. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall at least once a month contact Patna Circle, Patna and get a feedback on the services rendered by the contractor vis-a-vis corrective action required making the services more efficient.
18. The Contractor /Agency / Firm shall submit the list of person engaged for the work in the Museum along with the authentic documents of each of the persons who should obtain temporary pass for entry in the Campus.
19. The Office observes six days working. The deployed Staff has to perform a duty on all the working days including Sunday and holidays except the holidays being observed by the Museum.
20. The contractor should get the verification of character and antecedents of each individual done through the local police, prior to his/her deployment in the Museum. Proof of the police verification report must be submitted to the Museum authority.
21. Any person deployed by the Agency if found misbehaving or guilty of misconduct on his part will be removed forth with from the office by Agency. The Agency shall be held responsible for any loss on this account.
22. Any damage to the Museum property caused due to the carelessness of the workers shall be borne by the Contractor / Agency / Firm and such loss should be brought to the notice of the Museum authority.
23. During the period of this contract, the agency shall provide uninterrupted service and perform their duties diligently and to the entire satisfaction of the Museum. The agency shall constantly keep in touch with the office regarding the service arrangement provided to the office and abide by the instructions and directives issued by the Museum in this regard from time to time.
24. The working hours for labour will be specified by Museum Incharge, Vikramshila which will spread over 24 (twenty-four) hours including duty in night hours as per requirement.

6. Eligibility Criteria for applying:

- (i) The applicant should have registered the agency / organization, in India.
- (ii) The applicant should have experience of supply the manpower in the office of repute, a proof of which should be provided by the applicant.
- (iii) The applicant should have tax registration number/PAN no.
- (iv) The annual turnover of the company should not be less than 25.00 Lakhs per year for last consecutive three financial years i.e. 2014-15, 2015-16,2016-17.

7. Submission of EOI

The expression of interest should be submitted on the applicant's letter head to the Superintending Archaeologist, Archaeological Survey of India, Patna Circle, Judge Court Road, Anta Ghat, Patna-800001 alongwith EMD of Rs **14742/-** (Fourteen thousand seven hundred and forty-two) and tender cost of Rs. 500/- (Five hundred only) by way of demand draft/pay order in favour of Superintending

Archaeologist , ASI, Patna Circle, Patna, Payable at Patna, on or before 15:00 hours on 28.06.2017. The same will be opened on the same date 28.06.2017 at 15:30 hours in the office of SA, ASI, Patna Circle, J. C. Road Anta ghat Patna.

Note:-The above DD's / Pay Order should be purchased after the date of publication of advertisement in ASI'S website/newspapers.

8. Selection Process

- (i) The bid of eligible applicants will be opened and evaluated as per standard procedure.
- (ii) EMD of Rs. 14742/- from all bidders except successful bidder would be returned after award of the work.
- (iii) The successful bidder has to provide a letter of acceptance to SA, ASI, Patna Circle, within three days of receiving communication of his /her selection.
- (iv)The successful bidder will have to complete the work in the museum within three days from assigning work to him.
- (v) The period of EOI would be **60** days after it is published on the official website of ASI.
- (vi) The selection agency will have to furnish bank guarantee for an amount of 10% of the total amount issued by a scheduled nationalized bank in favour of Superintending Archaeologist, Patna Circle, Patna
- (vii) SA, ASI, Patna Circle reserves all right, to reject or accept any/all EOI applications without assigning any reason, whatsoever and is not bound to reward the work to the lowest bidder. Archaeological Survey of India takes no responsibility for the delay loss or non receipt of any submission or letter sent by post within the prescribed time period.

**Superintending Archaeologist,
Archaeological survey of India,
Patna Circle, Patna**

TENDER FORM**A. Technical Details:-**

S.No.	Particulars	
1.	Name Of Agency	
2.	Address of Agency with Contact No. and e-mail address	
3.	Name of Proprietor	
4.	Address of Proprietor with Contact No. and e-mail address	
5.	Permanent address with valid Proof	
6.	Please specify as to whether the tenderer is a sole Proprietor /Partnership firm Name, Address and Telephone No. of Director	
7.	Registration Number of the Firm/Agency under labor Act (certificate to be attached)	
8.	Service Tax No.	
9.	Annual Turn Over for preceding three financial year i.e. 2014-2015 2015-2016 2016-2017	
10.	PAN No (certificate to be attached)	
11.	EPF Regn. No. and authority with whom Registered (certificate to be attached)	
12.	ESI Regn. No. (Certificate to be attached)	

Contd: ...

13.	Experience in Govt. organization during last three years (certification to be attached)	
14.	Undertaking by the bidder (as per copy enclosed)	
15.	EMD amount	
16.	Bank Draft/Pay Order Date of Issue of BD/PD Name of the issuing BANK with BRANCH ADDRESS	

B. Financial Bid for the EOI:-

S. No.	Item Description	Minimum Wages per Worker Per Month		
		Un-skilled Casual Worker	Semi-Skilled Casual Worker	Skilled Casual Worker
1.	Minimum Wages per Worker per month			
2.	EPF @13.36% on S.No.1			
3.	ESI @4.75% on S.No.1			
4.	Cost of day to day material required per month as list encl. 1-21			
5.	Service Charges/Agency Profit/Overhead (should be quoted in percentage(%) on S.No.1 with amount)			
6.	Total			
7.	Service Tax @ 15% on S.No.1-5			

1 The Bidder should note that all kind of charges /profit required by the Company/Agency for providing the manpower is to be included in the Service charges and that no other hidden charges are to be claimed/recovered on any other account.

2 Price to be quoted both in figures and in words. In case of discrepancy in the two, price quoted in words will be taken as valid.

Signature_____

Date_____

Seal

Name_____

BY THE BIDDER

DECLARATION

I _____ son / Daughter / Wife 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: The information / documents furnished along with the above application are true authentic to the best of my knowledge and belief. I / we / am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature _____

Name _____

Designation _____

Address: _____

Phone No.: _____