

Section-1

Table — A: Time and Work Frame

**FOR PROVIDING CASUAL LABOURS (UNSKILLED) TO ARCHAEOLOGICAL
MUSEUM KAPILVASTU, PIPRAHWHA, SIDDHRATH NAGAR UNDER
JURISDICTION OF LUCKNOW CIRCLE**

CRITICAL DATE SHEET

1.	Date of issue of Tender	21.06.2017
2.	Bid Document Download / Sale Start Date	21.06.2017
3.	Sale End Date	30.06.2017
5.	Bid Submission End Date	03.07.2017 up to 3.00 P.M.
6.	Date of opening of Technical bid	03.07.2017 at 3.30 P.M.
7.	Date of opening of Financial bid	05.07.2017 at 3.30 P.M.
8.	Validity of Bid	120 days from the date of opening.

Sir,

1. The Archaeological Survey of India invites Bids in the prescribed form under the Two Bid system Technical Bid and Financial Bid for providing **Casual Labours (unskilled) to Archaeological Museum Kapilvastu, Piprahwa, Siddhrath Nagar under jurisdiction of Lucknow Circle.**
2. The system of tendering shall be adopted, comprising of Technical Bid and the Financial Bid. **Document Download:** The tender forms can be downloaded from our **website-www.asi.nic.in and e-portal eprocure.gov.in from 21/06/2017 to 30/06/2017** on payment of Rs. **500/- (non-refundable)** (Demand Draft/Banker's Cheque) in favour of Superintending Archaeologist payable at Lucknow.
Technical Bid should, inter alia, contain all technical details of services and solutions to be provided along with such documentary proofs. Financial Bid should, inter alia, indicate item-wise price and other commercial / financial terms against the items mentioned in the Technical Bid,
3. **Bid Submission:**
Applicants/ intending or interested Bidders are invited to submit their proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid, separately, clearly mentioning (i) 'Technical Proposal', and (ii) 'Financial Proposal' respectively. Such proposals are to be submitted within the stipulated date and time as mentioned in the Bid document **as given in CRITICAL DATE SHEET.**
4. **Earnest Money Deposit:**
The Hard Copy of original instruments in respect of cost of earnest money must be delivered to the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow on or Bid opening date/ time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc, against the submitted Bid.
The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders except those who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Culture.
5. **The EMD be submitted separately as under:**
 1. Tender inviting authority in the Office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle.
 2. Tender of the Purchase Order shall be Three years including maintenance (if applicable).
6. **Tender Value: Rs. 500/-** (Rs. Five Hundred Only)
7. **Estimated Cost of Tender for the work Supply of Man Power (Casual Labour (Unskilled)) : Rs. 988547/-** (Rs. Nine Lakh Eighty Eight Thousand Five Hundred Forty Seven Only)

Address for communication, are as given below:

Contact Details:

Contact Person	Superintending Archaeologist
Address for communication	Office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9 th Floor, Hall No.1, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh

File No 3-20/2/2017-18-Kapilvastu Museum/Ac
Government of India
Archaeological Survey of India
Office of Superintending Archaeologist, Lucknow Circle,
Hall No. 1, 9th Floor, Kendriya Bhawan,
Sector-H, Aliganj, Lucknow, Uttar Pradesh-226024
Phone No./Fax : 0522-2328220,E-mail : circlelucknow.asi@gov.in

Dated:.....

TENDER DOCUMENT

For providing manpower to work as **casual labour (unskilled)** for watch & ward, sweeping, cleaning & misc. works in **Archaeological Museum, Kapilvastu, Piprahwa, Siddhrath Nagar** for a period of one year, from date of award of contract, which is extendable for two more years on yearly basis.

S. No.	Name of the Musuem/Office/ Monuments/ Sites	Number of Labour Required	Estimate d Cost (Rs.)	Tender Value (in Rs.)	Last date & time of submission of Tender documents	Time & date of opening of tender	Job Work
1	Archaeological Museum, Kapilvastu Piprahwa, Siddhrath Nagar	06* Nos. (unskilled)	988547/-	500/-	03.07.2017 at 3.00 P.M.	T.B.- 03.07.2017 at 3.30 P.M. F.B.- 05.07.2017 at 3.30 P.M.	Watch & ward, sweeping, cleaning & misc. works

****Note : The number of casual labours to be engaged is subject to increase or decrease as per the requirement of the Department.***

TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/ Firms/ Agencies for providing services of in **Archaeological Museum Kapilvastu, Piprahwa, Siddhrath Nagar for a period of one year**, from date of award of contract, which is extendable for two more years on yearly basis.
2. Complete Tender Document can be downloaded from the website of this Department i.e. www.asi.nic.in & <https://eprocuregov.in> from **22/06/2017 to 30/06/2017** on payment of Rs. **500/- (non-refundable)** (Demand Draft/Banker's Cheque) in favour of Superintending Archaeologist payable at Lucknow.
3. Interested manpower providing Companies/ Firms/ Agencies may submit/ deposit the tender documents complete in all respects along with the **Earnest Money Deposit (EMD) Rs. 24714/- (Rupees Twenty Four Thousand Seven Hundred Fourteen)** Only and other requisite documents upto **3.00 P.M.** hours on **03.07.2017** to the tender box at the **office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9th Floor, Hall No.1, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh.**
4. No tender shall be entertained after this deadline under any circumstances what so ever. The Technical Bid of tenders will be opened **at 3.30PM** on **03.07.2017** in the presence of authorised representative of Bidders as may wish to be personally present.

This ASI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority, Archaeological Survey of India in this regard shall be final and binding on all parties in all circumstances.

sd/
(Superintending Archaeologist)
Archaeological Survey of India,
Lucknow Circle, Lucknow
For and on behalf of the President of India

Copy to:

1. Notice Board
2. Website of this Department i.e. www.asi.nic.in & <https://eprocuregov.in>

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow** requires quotations from reputed, well established and financially sound Manpower providing Companies / Firms I Agencies for **providing manpower to work as casual labour (unskilled) for watch & ward, sweeping, cleaning & misc. works in the Archaeological Museum Kapilvastu, Piprahwa, Siddhrath Nagar.**
2. The contract will be for a period of One year from the date of award of contract. The period of contract may further be extended for two more years depending upon satisfactory work on yearly basis.
3. The ASI has requirement for services of who have essential qualification of 8th & above and are well conversant with above said works.
4. Bio-data of casual labour shall be submitted before commencement of services. Service Provider shall ensure that no Police/ Criminal case is there against casual labour. The Service provider shall be fully responsible for their integrity.
5. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super scribing "**Technical Bids for providing Casual Labours (unskilled) to Archaeological Museum Kapilvastu, Piprahwa, Siddhrath Nagar** " & "**Financial Bid for providing Casual Labours(unskilled) to Archaeological Museum Kapilvastu, Piprahwa, Siddhrath Nagar.** Both sealed envelopes should be kept in a third envelope super scribing "**Tender for providing Casual Labours(unskilled) to the office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9th Floor, Hall No.1, Kendriya Bhawan,Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh** ".
6. The interested Companies/ Firms/ Agencies may deposit /submit the tender document complete in all respects along with the Earnest Money Deposit (EMD) for **24714/- (Rupees Twenty Four Thousand Seven Hundred Fourteen)** Only in the form of Demand Draft/ Pay Order drawn in the favour of **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow** and other requisite documents and drop it in the tender box kept at **office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9th Floor, Hall No.1, Kendriya Bhawan,Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh.**
7. The Earnest Money Deposit (EMD) of **Rs. 24714/-(Rupees Twenty Four Thousand Seven Hundred Fourteen)** refundable (without interest) should necessarily be kept in the sealed cover containing Technical Bid of the agency, failing which the tender shall be rejected summarily.
8. The successful tenderer will have to deposit Performance Security Deposit of 8 % of order value in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) made in the name of the Company/ Firm/ Agency but hypothecated to the **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow** covering the

initial period or Demand Draft in favour of **Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow**. The FDR will have to be accordingly renewed by the successful tenderer.

9. The tendering Companies/ Firms/ Agencies are required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ out-rightly rejected and will not be considered any further:-
 - (a) Registration certificate
 - (b) Copy of PAN/ GIR card
 - (c) Copy of IT return filed for the last three financial years
 - (d) Copies of the EPF and ESI Registration certificates
 - (e) Copies of the Service Tax registration certificate
 - (f) Copy of registration with labour Department
 - (g) Proof of annual turnover of the firm for the last 3 years ending on 31/03/2017
 - (h) Declaration regarding black listing as per format attached.
10. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
11. All entries in the tender form should be legible and filled is clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids.
12. Payment shall be made by Service provider to **Casual Labours (unskilled)** by 7th of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
13. Payment shall be made to the Contractor on monthly basis based on (I) Completion Certificate (ii) Attendance Record of Casual Labour (unskilled).
14. No placement charges shall be collected by the firm from the prospective candidates.
15. In case any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.
16. The Technical bids will be opened **at 3.30PM** on the **03.07.2017** at office of the Superintending Archaeologist, Archaeological Survey of India, Lucknow Circle, Lucknow, 9th Floor, Hall No.1, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024, Uttar Pradesh. in the presence of the authorized representatives of the Companies/Firms/Agencies, if any, who are present on the spot at that time.
17. The **Superintending Archaeologist, Archaeological Survey of India**, Lucknow Circle, Lucknow reserves the right to cancel any or all the bids without assigning any reason.

**TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING
COMPANY/FIRM/AGENCY**

The tendering manpower Company/ Firm/ Agency should fulfill the following **ELIGIBILITY** requirement and furnish self attested copies of documents with technical bid.

S. No	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. Or BID DOCUMENT
1	The Registered Office or one of the Branch Offices of the Company/ Firm/ Agency should be located in Lucknow, Uttar Pradesh.	Proof of Address		
2	The Manpower Company / Firm / Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
3	1. The Company/ Firm/ Agency should have at least Three years' experience in providing manpower to reputed Private Companies/ Public Sector Companies/ Banks and Government Department on the last date of submission of bid. 2. Out of above three years' experience, at least one year experience is essential in Central Ministries/ Government offices/ Government organizations on the last date of submission of bid.	1. Copy of work order 2, Copy of work order		
4	The Company/ Firm/ Agency should be registered with Service Tax Department.	Copy of Registration Certificate/ Number		
5	The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration Certificate/ Number		
6	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration Certificate/ Number		
7	Copy of PAN card	Copy of PAN		
8	The Company/ Firm/ Agency should have Completed 3 order of manpower supply during last three years and out of which at least one work order for providing minimum 20 Casual Labours (unskilled/semi skilled/skilled) in Ministries/ Government offices(central/state)/ Government organizations.	Copy of work order and completion certificate		
9	The Annual Turn Over of the company should not be less than Rupees 1(one) crore in last 3 years i.e. 2014-15, 2015-16 and 2016-17 financial years.	Certificate from Statutory Auditor		

QUALIFICATION AND REQUIREMENT FOR CASUAL LABOURS (UNSKILLED)
TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/ FIRM/AGENCY PROPER
DOCUMENTARY PROOF

1. He/ She should be a 8th standard and completed 18 years of age.
2. He/ She should be well conversant with the works of watch & ward, sweeping, cleaning & misc. works.
3. His/ Her antecedents should have been got verified by the agency from the local police authorities and a copy each of the character-in-Antecedent Report in respect of candidates may be furnished to this Department

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	
	Telephone No.	
	Fax No.	
	E-Mail Address	
5	(a) Banker of Company/ Firm/ Agency (Full Address) (Attach certified copy of statement of of A/c for the last three years)	
	(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 separate sheet if space provided is insufficient):

Financial Year	Annual Turn over Amount (Rs. Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

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

S. No	Details of client along address, telephone and FAX numbers	Amount value of Contract (Rs. in Lakhs)	Duration of Contract	
			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:
Place:

Name:
Seal:

DECLARATION

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 (3) Years as on date of opening of this Tender.
4. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/ we am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Date:
Place:

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

APPLICATION FOR TECHNICAL BID
For providing Casual Labours (Unskilled)

Name of tendering Company/Firm/Agency:

S. No	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/ NO	PAGE NO. Or BID DOCUMENT
1	The Registered Office or one of the Branch Offices of the Company/ Firm/ Agency should be located in Lucknow, Uttar Pradesh.	Proof of Address		
2	The Manpower Company / Firm / Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
3	1. The Company/ Firm/ Agency should have at least Three years' experience in providing manpower to reputed Private Companies/ Public Sector Companies/ Banks and Government Department on the last date of submission of bid. 2. Out of above three years' experience, at least one year experience is essential in Central Ministries/ Government offices/ Government organizations on the last date of submission of bid.	1. Copy of work order 2. Copy of work order		
4	The Company/ Firm/ Agency should be registered with Service Tax Department.	Copy of Registration Certificate/ Number		
5	The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.	Copy of Registration Certificate/ Number		
6	The Company/ Firm/ Agency should be registered with labour department.	Copy of Registration Certificate/ Number		
7	Copy of PAN card	Copy of PAN		
8	The Company/ Firm/ Agency should have Completed 3 order of manpower supply during last three years and out of which at least one work order for providing minimum 20 Casual Labours (unskilled/semi skilled/skilled) in Ministries/ Government offices(central/state)/ Government organizations.	Copy of work order and completion certificate		
9	The Annual Turn Over of the company should not be less than Rupees 1(one) crore in last 3 years i.e. 2014-15, 2015-16 and 2016-17 financial years.	Certificate from Statutory Auditor with balance sheet		

Date:
Seal:

Signature of authorized person
Full Name & Place

APPLICATION FOR FINANCIAL BID
For providing Casual Labours (Unskilled)

1. Name of tendering Company/Firm/Agency:.....
2. Details of Earnest Money Deposit: D.D/P.O, No, & Date:
Drawn on Bank:
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 vide notification No. S.O.188 (E) dated 19.01.2017 of Govt. of India, Ministry of Labour & Employment and read with CLC©'s Order No. 1/13(4)/2017-LS.II dated 20.04.2017 as applicable on the date of issue of this tender in the Lucknow, Uttar Pradesh for Casual Labours (unskilled). Copy of notification may be enclosed.
4. The rate which is not in accordance of Minimum Wages Act, 1948 as applicable on the date of issue of this tender in the **Archaeological Museum Kapilvastu Museum, Piprahwa, Siddhrath Nagar for Casual Labour (Unskilled)** will not be accepted and financial bid shall not be considered.
5. The agency will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
6. Break up of rate

S. No.	Component of Rate	Amount in Rs. per person/ per day (in Rs.)
i.	Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wage Act, 1948) for casual labour (unskilled)	
ii.	Employees Provident Fund @13.16 % of (i) above (if applicable)	
iii.	Employees State Insurance @4.75 % of (i) above (if applicable)	
iv.	Admin Services Charges % of (i) above	
v.	Total of i+ii+iii+iv above	
vi.	Service Tax@ 15 % of v above or as applicable	
vii.	Total of v+vi above	
viii	Total rate per person per month (26Xvii. above)	

Date:
Seal:

Signature of authorized person
Full Name & Place:

EVALUATION CRITERIA

1. The bidder who fulfills 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 rate per person per month mentioned in para 6 (viii) of Application for financial bid will be declared LI.
3. In case of tie in lowest rate, the Company/Firm/Agency who has completed more work order in last 3 year for providing minimum 20 casual labours(unskilled) in Ministries/ Government offices (central/state)/Government organizations shall be declared LI .Copies of Order and completion certificate from employer shall be provided along with Technical Bid.
4. The work shall be awarded to the LI bidder.

Notes:

1. In cases where the bidder has submitted "NIL" **administrative service charges** the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28th January, 2014.
2. The payment shall be made an on monthly basis based on attendances duly certified by concerned **museum in-charge**.

TERMS AND CONDITIONS OF CONTRACT

GENERAL

1. The contract may be extended, on the same terms and conditions for a further period of two years on yearly basis on satisfactory performance.
2. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract.
3. The tenderer will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage, In case, any document furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.
4. The Superintending Archaeologist, Archaeological Survey of India reserves right to terminate the contract during initial period also after giving three days' notice to the contracting agency in case of breach of terms of contract.
5. All the personnel for **casual labours (unskilled)** deployed in this Department will be paid their wages on monthly basis by the Company/ Firm/Agency through individual bank accounts and documentary evidence will be submitted to ASI before the end of each month. ASI shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider, besides other legal actions.
6. Whenever minimum wage is revised by the Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner (Central), Shram Bhawan, ATI Campus, Udyog Nagar, Kanpur-208022, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the contractors administrative service charge percentage unchanged.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

7. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of casual labours (unskilled).
8. The contracting Company/ Firm/Agency shall furnish the following documents in respect of the individual casual labour (unskilled) who will be deployed by it in this Department before the commencement of work.
 - a. List of persons deployed;
 - b. Bio-data of the persons.
 - c. Attested copy of matriculation certificate containing date of birth;
 - d. Character certificate from two Group "A"/Class-I officers of the Central/State Government;
 - e. Certificate of verification of antecedents of persons by local police authority.
 - f. Identity Cards bearing photograph.

9. In case the persons employed by the successful Company/ Firm/Agency commits any act omission/ Commission which amounts to misconduct/indiscipline/ incompetence, the successful Company/ Firm/Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, if required by the Department.
10. The tendering Company! Firm/ Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Department.
11. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If, the person deployed by the manpower Agency shall have to mandatorily log-in his/her attendance on Aadhar-Enabled Biometric Attendance System (AEBAS) for which prior Aadhar enrolment is a mandatory condition. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, one-day wage shall be deducted.
12. The agency shall depute a coordinator who would be responsible for immediate interaction with ASI so that optimal services of the persons deployed by the agency could be availed without any disruption.
13. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day or leaving the job due to personal reasons.
14. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (agency) .
15. The Service-providing Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed.
16. This Department shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
17. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
18. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc.
19. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
20. The manpower supplied under this Contract shall possess the qualification as mentioned in the tender.
21. Conditional bids shall not be considered and will be rejected in the first instance.
22. The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the Company/ Firm/ Agency.
23. In case the Company/Firm/Agency is asked to provide a substitute and it fails to do so within 3 (three) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.
24. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign,

pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of ASI. The circumstances for change will be submitted in writing to ASI for approval in the first.

25. All assigned manpower will wear Identity card provided by ASI while performing all duties at the arranged place of work.
26. The contracting Company/ Firm/ Agency shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in ASI under the contract. Any such malpractice shall render the contracting Company/ Firm/ Agency liable for termination of contract.
27. The tenderer will be bound by the details furnished to the ASI while submitting the tenderer at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.
28. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
29. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If a deployed resource is on leave then the vendor shall provide a suitable substitute.
30. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency are availed without any disruption.
31. It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the persons deployed by it in the ASI. The ASI will have no liability in this regard.
32. The Service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The ASI shall, in no way be responsible for settlement of such issued whatsoever.

LEGAL

33. Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/ specified contract amount etc. in respect of the person deployed by it in the ASI. The Agency has to submit copy of deposit of EPF/ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed.
34. The tendering agency shall also be liable for depositing all taxes, levies, cess etc. on amount of service rendered by it to the ASI to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

FORCE MAJEURE

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

ARBITRATION

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

APPLICABLE LAW

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