

No.F.20-3/2017-NMMA  
Government of India  
Archeological Survey of India  
National Mission on Monuments and Antiquities

G.E. Building, Red Fort, Delhi-110006.  
Dated 8<sup>th</sup> January, 2018.

**CORRIGENDUM**

Subject: Verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.

Ref. This Office Tender Notice of even number dated dated 26<sup>th</sup> December, 2017 on the subject mentioned above.

The words "3D photography convertible into 2 D in NMMA Templates" may be replaced with " photography in 2 D in NMMA Templates" in the entire tender document wherever these appear.

All the Tenderers may please note the changes.

  
(Dr. Urmila Sant)  
Jt. Director General  
(Mus. & NMMA)  
E-mail: dirnmm.asi@gmail.com  
Tel.No.23075351/23252603

## REQUEST FOR PROPOSAL

Verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.

REFERENCE No.F.20-3/2017-NMMA



GOVERNMENT OF INDIA  
MINISTRY OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA  
NATIONAL MISSION ON MONUMENTS AND ANTIQUITIES



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## SCHEDULE OF TENDER DOCUMENT

Verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.

Manual bids shall not be accepted.

## CRITICAL DATE SHEET

1.	Date of issue of Tender	26.12.2017 from 5.30 P.M.
2.	Bid document download / sale start date.	26.12.2017 from 6.30 P.M.
3.	Due date for submission of filled-in tender document.	27.12.2017 from 10.00 A.M.
4.	Bid submission end date.	15.1.2018 at 2.50 P.M.
5.	Pre Bid Meeting with bidders to explain the scope of work	4.1.2018 at 3.00 P.M.
6.	Date of opening of technical bid.	16.1. 2018 at 3.00 P.M.
7.	Verification of Documents	18.1.2018 at 2.30 P.M.
8.	Financial Bids of Eligible Tenderers / to be intimated later	
9.	Estimated Cost	Rs.3.65 crores
10.	Validity of bid	120 days from the date of bid opening.





F.No20-3/2017-NMMA  
Archaeological Survey of India  
National Mission on Monuments & Antiquities  
GE Building, Red Fort Complex, Red Fort, Delhi- 110006

Dated: 26/12/2017

**NOTICE INVITING TENDER**

**Name of Work: verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.**

Approx. Cost: Rs.3.65 crores  
Contract period: one year


Online 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 Companies/Firms/Agencies for verification of approx 24,000 Built Heritage & Sites(unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.

1. verification of approx. 24,000 Built Heritage & Sites(unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis as per guidelines for documentation of Built Heritage & Sites (copy placed at Annexure).
2. Complete Tender Documents can be accessed from CPP Portal <https://eprocure.gov.in/eprocure/app>.
3. The contract will be governed by the terms & conditions mentioned in the tender document and will be subject to quarterly performance Review. The contract may also be terminated before contract period, if performance is found to be unsatisfactory.
4. The Hard copy of original instruments in respect of cost of **Earnest Money of Rs.10,00,000.00 (Rupees ten lakhs only)**, drawn in favour of PAO, ASI HQ Janpath, New Delhi, must be delivered to the Joint Director General, NMMA, Archaeological Survey of India, G. E. Building, Red Fort Complex, Delhi-110006 on or before Bid Opening date/time as mentioned in critical date sheet. 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). Ministry of Small & Medium Enterprises or Ministry of Culture.

5. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenderers will be opened online at 3.00 PM on 16.1.2018 in the presence of authorized representative of Bidders as may wish to be personally present.
6. The work shall be awarded to L1 bidder.
7. The ASI (NMMA) 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 DG, ASI, in this regard shall be final and binding on all.
8. The Agency/firm will be given NMMA Templates of 100 BH&S, documented from secondary sources for physical verification and photography documentation/digitization, through primary survey, located in a particular Distt. of the State in time bound manner (within one month), on trial basis to assess their quality of Documentation and digitization and photo documentation. In case the work of documentation and digitization is not found up to the mark, the tender shall be cancelled, without any objections from any party.

  
(Dr. Urmila Sant)  
Jt. Director General (NMMA)

Copy to:

1. Notice Board
2. Website of ASI & MoC
3. All Ministries/Departments





F.No20-3/2017-NMMA  
Archaeological Survey of India  
National Mission on Monuments & Antiquities  
GE Building, Red Fort Complex, Red Fort, Delhi- 110006

Dated: 26/12/2017

TENDER NOTICE

**Verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.**

1. Archaeological Survey of India invites Online Bids in the prescribed form under TWO BID SYSTEM i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for verification of approx. 24,000 Built Heritage & Sites(unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.
2. The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.

Document Download: Tender documents may be downloaded from CPP site <https://eprocure.gov.in/eprocure/appas> per the schedule as given in CRITICAL DATE SHEET.

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

3. **Bid Submission:**

Applications/ intending or interested Bidders are invited to submit their online 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 online within the stipulated date and time as mentioned in the Bid document as given in CRITICAL DATE SHEET.

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

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





**4. Earnest Money Deposit:**

The Hard copy of original instruments in respect of cost of Earnest Money of Rs.10,00,000/- (Rupees ten lakh only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form, drawn in favour of PAO, ASI, HQ, New Delhi, must be delivered to the Joint Director General, NMMA, Archaeological Survey of India on or Bid opening date/time as mentioned in critical date sheet. 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), Ministry of Small & Medium Enterprises or Ministry of Culture.

**5. The EMD be submitted separately as under:**

Tender inviting authority is the Jt. D.G.,(Museum and NMMA), Archaeological Survey of India (ASI), G.E. Building, Red Fort Complex, Delhi – 110006.

**6. Opening of Technical Bids**

The Technical Bids will be opened online on 16.1.2018 at 3.00 PM in the Office of Jt. Director General (NMMA), Archaeological Survey of India, G.E. Building, Red Fort Complex, Delhi-110006. The tenderers or their authorized representatives may remain present at the time of opening of Technical Bid. In the first instance Technical Bids will be evaluated by the Tender Opening and Evaluation Committee constituted for the purpose by ASI. Financial Bids of technically qualified, eligible bidders only shall be opened online at the Office of Jt. Director General (NMMA), Archaeological Survey of India, G.E. Building, Red Fort Complex, Delhi -110006 on a date, time which shall be informed to bidders who are found to be technically qualified.

**7. Performance Security Deposit (PSD)**

The successful tenderer will have to deposit Performance Security Deposit (PSD) irrespective of status of Company/Firm/Agency – equal to 10% of the value of the contract in the form of Bank Guarantee/Fixed Deposit Receipt (FDR)/Banker's Cheque/Demand Draft made in the name of the Agency and hypothecated to the PAO, ASI HQ, New Delhi, covering the entire period of the contract. The PSD should remain valid for a period of 60 days beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, a revised PSD 10% will have to be submitted for the contract value within two weeks of communication of decision in this regard to the Company/firm/Agency.

8. The ASI (NMMA) 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 DG, ASI, in this regard shall be final and binding on all.

9. Conditional bids shall not be considered and will be out rightly rejected.





10. The Agency/firm will be given NMMA Templates of 100 BH&S, documented from secondary sources for documentation/digitization, through primary survey, located in a particular State, on trial basis to assess their quality of Documentation and digitization and photo documentation. In case the work of documentation and digitization is not found up to the mark, the tender shall be cancelled, without any objections from any party.

**11. Pre Bid Meeting:**

To bring all vendors at par, a pre bid meeting will be held in Conference Hall, NMMA, Archaeological Survey of India, G.E. Building, Red Fort Complex, Delhi-110006 at 3.00 PM on 4.1.2018. For the purpose of pre-bid meeting, vendors are advised to submit their queries/question at least two days before the scheduled date & time of pre-bid meeting through e-mail [dirnmm.asi@gmail.com](mailto:dirnmm.asi@gmail.com) or to Jt. DG (NMMA), ASI, Red Fort Complex, Delhi-110006. All vendors should attend the meeting. A maximum of two representatives of a vendor would be permitted to attend the meeting. The Authority will answer all questions raised by vendors during this meeting. If any question cannot be answered immediately, written replies will be sent to all vendors who have attended the pre-bid meeting. All vendors will be deemed to have attended the meeting, even if, a vendor remains absent the Authority will not entertain any clarifications from the vendors on the technicalities of the tender enquiry. It must be borne in mind that vendors will not be given a chance to revise their bids once submitted under any circumstances. The detailed list in soft copy, State and District wise shall be provided to the vendors during the meeting for which the Vendors will have to bring their own pen drives.

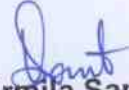
**12. Estimated Cost of Tender :**

The estimated cost of the tender is approximately Rs.3.65 crores (Rupees three crores and sixty five lakhs only).

Address for communication, is as given below:

Contact Details:

Contact Person	<b>Dr. Urmila Sant</b> <b>Jt. Director General (Museum &amp; NMMA)</b>
Address for communication	G.E. Building, Red Fort Complex, Delhi – 110006. Tel.No.011-23252603/6

  
**Dr. Urmila Sant**  
**Jt. Director General (Museum & NMMA)**  
E-mail: [dirnmm.asi@gmail.com](mailto:dirnmm.asi@gmail.com)  
Tel. No. 23252603



## BACKGROUND

India is perhaps one of the largest repositories of tangible heritage in the world. A major part of this heritage is preserved in her monuments, sites and antiquities of varied nature. The range of such relics, from the past is indeed very vast and covers a long span of time i.e. prehistoric to colonial times. It has been recognized since long that documentation is critical to the management of heritage property and is also a vital tool against illicit trade of cultural objects. The necessity of documentation is therefore much more essential for a country like India which is enormously rich in cultural properties that are vulnerable to risks largely due to non protection. Establishment of National Mission on Monuments & Antiquities (NMMA) was obviously a very significant step in this direction.

As part of the mandate, NMMA, a Division of Archaeological Survey of India, has to prepare two National Registers viz. (i) National Register on Built Heritage & Sites and (ii) National Register on Antiquities.

NMMA, has identified and documented (through Secondary sources) approx. 24,000 Built Heritage & Sites scattered in the States of Delhi, Haryana & Punjab. These need to be verified by conducting Primary Survey, as per the Ancient Monuments and Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of Built Heritage and Sites(including 3D photography convertible into 2 D) and in NMMA Template designed for the purpose (Copy placed at Annexure ). In addition the vendor may identify any other BH&S(Unprotected) for documentation as per the Act.

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

1. Physical verification of data and documentation and Preparation of database of Built Heritage and Sites (unprotected) as per the prescribed format of NMMA including photographs in 3D which can be converted in 2D (Annexure -). Beside above, if any BH&S (Unprotected) ( built before independence) come across during verification of these data in any village/city it should also be documented, including photographs in 3D which can be converted in 2 D in NMMA format.
2. For documentation of Built Heritage & Sites(BH&S) The Ancient Monuments and Archaeological Sites and Remains Act 1958 (AMASR Act 1958) will be adhered to.
3. The necessary computer hardware, image capturing hardware (Camera must be GPS enabled), internet connection, other necessary equipment, software packages, consumables and manpower are required to be arranged by the agency / firms to complete the jobs within stipulated time frame.





4. High resolution 3D images which can be converted into 2D, capturing device (with GPS enabled) should be used for work for getting required quality as mentioned in the scope of work. Digital images should be free from all noise and other technical distortions. The number of photographs (minimum three) will depend on the intricacies and details of the BH&S (unprotected).
5. Data written in English should be submitted online on the prescribed software of NMMA as well as in printed and binded hard copies of 500 templates each in set of two, one for the concerned State Govt. and one for national database.
6. The agency is responsible to ensure secrecy and security of data and any other information made available to them/acquired and shall not pass on to any unauthorized person/agencies and organizations.
7. The copyright and intellectual property rights pertaining to or in all digital or printed records of such BH&S shall vest in and belong to the ASI and the tenderer agrees to such term as a pre-condition.
8. Company/firm/agency will complete its projects within the time limit as fixed by the NMMA, ASI. In case the vendor/agency/firm fails to complete the said project within time limit, as mentioned in the present agreement and upto the full satisfaction of the ASI. The vendor shall be liable to be proceeded against involving civil as well as criminal consequences at the cost of vendor. In addition to above, the vendor shall also be liable to pay damages to the tune of 0.5% of the work order, per week, subject to maximum of 10% of the work order in respect of delayed work.
9. The content material (data and image) shall remain the property of NMMA /ASI and the Agency (s) in no circumstances shall utilize them for their own/third party requirement.
10. The Agency/Firms should submit weekly report to Jt. DG (NMMA) or any other officer, authorized for the purpose.
11. The Agency / Firm should have sufficient number of Technical personnel and Domain Experts with Archaeology and Museum background for the proper execution of the contract.
12. The Agency/firm will be given NMMA Templates of 100 BH&S, documented from secondary sources for documentation/digitization, through primary survey, located in a particular Distt. of the State, on trial basis to assess their quality of Documentation and digitization and photo documentation. In case the work of documentation and digitization is not found up to the mark, the tender shall be cancelled, without any objections from any party.
13. NMMA, has identified and documented (through Secondary sources) approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab. These need to be verified by conducting Primary Survey, as per the Ancient Monuments and Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of Built Heritage and Sites and in NMMA Template





- designed for the purpose (including 3D photography convertible into 2 D) (Copy placed at Annexure-I ).
14. During the verification of the identified BH&S, if it is found that a particular BH&S is not available/missing, due to various reasons viz. demolished etc. the vendor will have to submit the detailed report along with documentary evidence, about the BH&S that existed and new structure (with images), if any, which has come up in its place etc.
  15. In addition to the identified BH&S, vendor/agency/firm may also identify and document the BH&S (including 3D photography convertible into 2 D) , through primary survey, as per the Ancient Monuments & Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of BH & S and in NMMA Template designed for the purpose.



## TERMS AND CONDITIONS

### General

1. These shall apply to the extent that they are not superseded by specific provisions in any other part of the Contract.
2. The duration of the project shall be for a period of one year, i.e. from.....up to the end of ..... However, the ASI reserves the right to foreclose the Project in case it is not satisfied with the quality and progress of the assigned tasks to the Firm. Firm may be granted extension for the period of \_\_\_\_ months at the expiry of the Contract at the sole discretion, which may or may not be exercised by the ASI. The effective date of implementation of the project will be the date of issue of approval by the ASI.
3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract 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.
4. The successful tenderer will have to deposit Performance Security Deposit of 10% of the order value in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) made in favour of PAO ,ASI HQ, Janpath, New Delhi covering the initial period. In case, the contract is further extended beyond the initial period, a revised PSD of 10% will have to be submitted for the contract value within two weeks of communication of decision in this regard to Vendor. Original EMD will be returned to the tenderer after deposit of PSD. No interest will be payable on this account. Further, if the agency fails to initiate the work within 15 days from the date of issue of work order, the EMD shall stand forfeited without giving any notice.
5. NMMA, has identified and documented (through Secondary sources) 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab. These need to be verified by conducting Primary Survey, as per the Ancient Monuments and Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of Built Heritage and Sites and in NMMA Template designed for the purpose (including 3D photography convertible into 2 D) (Copy placed at Annexure-I ).
6. During the verification of the identified BH&S, if it is found that a particular BH&S is not available/missing, due to various reasons viz. demolished etc. the vendor will have to submit the detailed report along with documentary evidence, about the BH&S that existed and new structure (with images), if any, which has come up in its place etc.





7. In addition to the identified BH&S, vendor/agency/firm may also identify and document the BH&S(unprotected) , through primary survey, as per the Ancient Monuments & Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of BH & S and in NMMA Template designed for the purpose(including 3D photography convertible into 2 D) .
8. The firm/agency/company will have to submit the proof of documentation through primary survey viz. time, date and place of documenting.
9. The selected Company/Firm/Agency will be bound by the details furnished by him/her to this Department, while submitting the tender or at subsequent stage. In case, any of such 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 and forfeiture of Performance Security.
10. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
11. Conditional bids shall not be considered and will be rejected in the first instance.
12. The Contract shall commence within one month of the issue of work by the Company/Firm/Agency. This shall continue for one year from there, unless it is curtailed or terminated by the competent authority in the ASI owing to deficiency of services, sub-standard quality of documentation (including 3 D photography convertible into 2 D), breach of contract, reduction or cessation of the requirement, or for any other administrative reasons etc.
13. The contract will initially be for a period of one year, however, depending upon the administrative requirement/constraint, the contract may be extended subsequently for a further period for \_\_\_\_ months.
14. ASI reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
15. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned in original to them without any interest.
16. Payment shall be made against completion of work (number of templates dully filled in, including images uploaded on the website of NMMA in respect of





available BH&S) on monthly basis subject to availability of funds with NMMA.

17. It is mutually agreed between both the parties that the second party will provide the details of the work done in a prescribed template of NMMA, including documentary proof of documentation/digitization viz. time, date and place, and through online database (official website of NMMA i.e. <nmma.nic.in>).
18. Technical Bid as per Prescribed Proforma
19. Price Bid/ Commercial Bid shall be submitted as per Prescribed Proforma.

#### LEGAL

1. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance and any other mandatory provisions of law.
2. Tendering agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NMMA to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
3. 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 NMMA, ASI or any other authority under Law.
4. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NMMA is put to any loss/ obligation, monetary or otherwise, NMMA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
5. Any extra expenditure for getting the work done from other agencies due to failure of the Agency to complete the job within the schedule time as mentioned in order will be recovered from the Agency.
6. 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.



## **LIQUIDATED DAMAGES**

1. Company/firm/agency will complete its projects within the time limit as fixed by the first party. In case the second party fails to complete the said project within time limit, as mentioned in the present agreement and upto the full satisfaction of the ASI. The vendor shall be liable to be proceeded against involving civil as well as criminal consequences at the cost of vendor. In addition to above, the vendor shall also be liable to pay damages to the tune of 0.5% of the work order, per week, subject to maximum of 10% of the work order in respect of delayed work.

## **FORCE MAJEURE**

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

"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 to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the order in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DG ASI as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract".

## **ARBITRATION**

NMMA, 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 order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by DG ASI and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory





modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

### **APPLICABLE LAW**

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

### **Bidding Process**

Online 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 Companies/Firms/Agencies for verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis..

### **Technical Bids**

It should contain the following:

1. Earnest Money Deposit (EMD) as per NIT
2. Application for Tender (duly filled in and signed & stamped) as per proforma .
3. Declaration for un-conditional acceptance of tender conditions and black listing as per proforma.
4. Tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid,(as per proforma ) failing which their bids shall be summarily rejected and will not be considered any further.
  - a. Registration Certificate
  - b. Copies of Registration Certificates w.r.t. registration with GST.
  - c. Copy of PAN/GIR card
  - d. Copies of the IT returns filed for the last three financial years i.e. 2013-14 to 2015-16
  - e. Copy of the Certificate from Statutory Auditor w.r.t. Annual Turnover of the company for the last three financial years i.e. 2013-14 to 2015-16.
  - f. Copy of the terms & conditions in Tender Document with each page duly signed by the authorized signatory of the agency in token of their acceptance.
  - g. An undertaking (self certificate) that the bidder hasn't been blacklisted by a Central/State Government/institution and there has been no litigation with any government department shall be submitted. Any dispute/Incomplete Projects (failed) details be submitted with reasons thereof.





- h. The bidders shall submit copies of relevant documents to support their eligibility in the Technical Bid. The copies of these documents shall be duly attested by the bidder(s) by himself/themselves with signature and stamp.
- i. The Agency/Firm should have minimum one year experience and expertise in executing Documentation of Built Heritage & Sites – copies of work orders/completion certificates to be attached.

### **Financial Bids**

#### **a. It should contain the following:**

It should, inter alia, indicate item-wise price and other commercial/financial terms against the items mentioned in the Technical Bid.

#### **b. Last date of Submission of online Bids: 15.1.2018 at 2.50 PM**

#### **c. OPENING OF BIDS**

The Technical Bids will be opened (online) on 16.1.2018 at 3.00P.M. at the Office of Jt. Director General, NMMA, Archaeological Survey of India, G.E. Building, Red Fort Complex, Delhi-110006, in the presence of tenderers or/and their representatives, who are present on the spot at that time.

"Financial Bid" of those bidders who are declared eligible in the technical bid will be opened (online) at the Office of Jt. Director General, NMMA, ASI, G.E. Building, Red Fort Complex, Delhi-110006. The date and time of opening of financial bid will be intimated in due course to the qualified bidders.

#### **d. VALIDITY OF BIDS**

The Bids should be valid for 120 days from the date of opening of tenders. ASI reserves the right to accept/reject any or all the tenders in part or full. Bidders/intending bidders shall not have any claim on ASI.

#### **e. Pre Bid Meeting:**

To bring all vendors at par, a pre bid meeting will be held in Conference Hall, NMMA, Archaeological Survey of India, Red Fort Complex, Delhi-110006 at 3.00 PM on 4.1.2018. For the purpose of pre-bid meeting, vendors are advised to submit their queries/question at least two days before the scheduled date & time of pre-bid meeting through e-mail or to Jt. DG (NMMA), ASI, Red Fort Complex, Delhi-110006. All vendors should attend the meeting. A maximum of two representatives of a vendor would be permitted to attend the meeting. The



Authority will answer all questions raised by vendors during this meeting. If any question cannot be answered immediately, written replies will be sent to all vendors who have attended the pre-bid meeting. All vendors will be deemed to have attended the meeting, even if, a vendor remains absent and does not attend the meeting. After the meeting, the Authority will not entertain any clarifications from the vendors on the technicalities of the tender enquiry. It must be borne in mind that vendors will not be given a chance to revise their bids once submitted under any circumstances. The detailed list in soft copy, State and District wise shall be provided to the vendors during the meeting for which the Vendors will have to bring their own pen drives.

**f. Eligibility Criteria/Technical Requirement for the Bidder for "Technical Bid"**

- a. The company/firm/agency should be registered with appropriate Govt authorities (Copy of Registration Certificate).
- b. The bidders must be agencies/firms/companies with an average annual turnover of at least Rs.50 lakhs (Rupees fifty lakhs) during the last 3 years (2014-15 to 2016-17), Copies of turnover certificate of last three financial years, duly certified by Statutory Auditor shall be submitted with technical bid document.
- c. The bidder should be registered with the GST Department and have a valid GST No./PAN/TIN.
- d. An undertaking (self certificate) that the bidder hasn't been blacklisted by a Central/State Government/institution and there has been no litigation with any government department shall be submitted. Any dispute/Incomplete Projects (failed) details be submitted with reasons thereof.
- e. The bidders shall submit copies of relevant documents to support their eligibility in the Technical Bid. The copies of these documents shall be duly attested by the bidder(s) by himself/themselves with signature and stamp.
- f. The Agency/Firm should have minimum one year's experience and expertise in executing Documentation of Built Heritage & Sites – copies of work orders/completion certificates to be attached.

**Evaluation Criteria for Technical Bid**

- I. From the time the Bids are opened (online) to the time the Contract is awarded, the Firms should not contact any ASI personal on any matter related to its Technical and /or Financial Proposal. Any effort by the firm to influence the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of firm's Bid.
- II. ASI will constitute a Tender Evaluation Committee (TEC) which will carry out the entire evaluation process.





- III. TEC while evaluating the Technical Bids shall have no access to the Financial Bids until the Technical evaluation is concluded and the competent authority accepts the recommendations of TEC.
- IV. The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms and Conditions of Tender and by applying the evaluation criteria, sub-criteria specified in the Data Sheet. In the first stage of evaluation, a Bid shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the Bid. Only responsive bids shall be further taken up for evaluation. Evaluation of technical Bids will start first and at this stage the financial bids will remain unopened.
- V. Financial Bids of only those firms who are technically qualified shall be downloaded/ opened in the presence of the Firm's representatives who choose to attend.
- VI. The TEC will conduct evaluation of Financial Bids and assign score in accordance with evaluation methodology indicated in Data Sheet. The bidder who quotes lowest rate per document (template) of application for financial bid will be declared L1. In case of tie in lowest rate, the Company/Firm/Agency who has more turnover found during the last three years shall be declared L1.
- VII. The work shall be awarded to L1 bidder.





### **Instructions for Online Bid Submission**

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

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

#### **REGISTRATION**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



- 2) Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

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

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.





- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.
- 6) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 7) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized Bid openers.



### 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:

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Telephone No:

Fax No:

E-Mail Address:

4. Full address of Operating Branch:

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Telephone No:

Fax No:

E-Mail Address:

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

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(b) Telephone Number of Banker

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

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7. GST registration, \_\_\_\_\_ (Attach attested copy)

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

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





9. 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 Contract	
			From	To
1.				
2.				
3.				

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

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

Signature of authorized person

Date:

Name:

Place:

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 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)

FullName:

Seal:





**APPLICATION FOR TECHNICAL BID for verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.**

Name of tendering Company/Firm/Agency: \_\_\_\_\_

S.N	REQUIREMENT	COPY OF RELEVANT DOCUMENT	YES/NO	PAGE NO.
1.	The Company/Firm/Agency should be registered with the appropriate registration authority with address proof	Copy of Registration Certificate and proof of address		
2.	The Company/Firm/Agency should be registered with GST Department	Copy of Registration Certificate/Number		
3.	Copy of PAN card	Copy of PAN		
4.	The Agency/Firm should have minimum one years' experience and expertise in executing Documentation of work of Built Heritage & Sites.	Copy/copies to be attached		
5.	Income Tax Returns for the last three years.	Copies		
6.	The Annual Turn Over of the company should not be less than Rupees 50 lakh in last 3 consecutive years i.e. 2014-15, 2015-16 and 2016-17.	Certificate from Statutory Auditor		
7.	Acceptance letter/Declaration	Signed copy to be attached		

Date:

Signature of authorized person

Seal:  
Place

Full Name &



### Financial Bid.

Verification of approx. 24,000 Built Heritage & Sites (unprotected) scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis.

Sl. No.	Particular	Per BH&S (Per Template ) Amount in INR	GST 18%	Total Amount in INR
1	Verification/Documentation of 24,000 BH&S (including 3 D photography convertible into 2 D) as per the template			

Signature of authorized person

Full Name \_\_\_\_\_

Seal \_\_\_\_\_

Date:

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 for Sl.No.1, per document (template) of Application for financial bid will be declared L1.
3. In case of tie in lowest rate, the Company/Firm/Agency who has more turnover found during the last 3 years shall be declared L1.
4. The work shall be awarded to L1 bidder.

### Notes:

1. The payment shall be made on conclusion of the calendar month only on the basis of no. of documents (templates) documented and submitted online to NMMA.





**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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

Dear Sir,

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

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

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

2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

4. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

5. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,



(Signature of the Bidder, with Official Seal)

**Guidelines for Documentation of Built Heritage and Sites**

**Built Heritage / Site (BH&S)**

The Ancient Monuments and Archaeological Sites and Remains Act 1958 (AMASR Act 1958) was enacted by the Parliament with an aim 'to provide for the preservation of ancient and historical monuments and archaeological sites and remains of national importance, for the regulation of archaeological excavations and for the protection of sculptures, carvings and other like objects'. This act was enacted after repealing (i) The ancient Monuments Preservation Act, 1904, (ii) The Ancient and Historical Monuments and Archaeological Sites and Remains (declaration of national importance) Act, 1951 and (iii) Section 126 of the States Reorganization Act, 1956.

As per the **AMASR Act 1958**, the following are the definitions of the ancient monuments.

(A) "**Ancient monument**" means any structure, erection or monument, or any tumulus or place of internment, or any cave, rock sculpture, inscription or monolith, which is of historical archaeological or artistic interest and which has been in existence for not less than one hundred years, and includes

- The remains of an ancient monument,
- The site of an ancient monument,
- Such portion of land adjoining the site of an ancient monument as may be required for  
Fencing or covering in or otherwise preserving such monument, and
- The means of access to, and convenient inspection of an ancient monument;

The scope of documentation of Built Heritage by the National Mission on Monuments and Antiquities (NMMA), ASI has been enhanced by defining any structure that belongs to pre-independence period, and the year 1950 has been considered as the cut-off date keeping in view of its aesthetic, architectural, historical and archaeological significance. This has been decided realizing the fact that heritage structures during pre-independence period show the influence of colonial architecture and sometimes, the traditional architecture of a region that is no more in continuity. Hence, these structures are unique to our present architectural tradition.





### **Classification of Built Heritage/Sites**

The term '**Built Heritage**' nowadays has been adopted as a generic term to denote any monument spanning from historical to colonial and even post-colonial period.

The term 'Site' denotes any archaeological site containing man-made relics. In majority of the cases the archaeological sites are under the control of either the central or state agencies while that of the built heritage has been owned by different agencies as follows.

- Built Heritage owned and maintained by Central Government
- Built Heritage owned and maintained by State Government
- Built Heritage owned and maintained by Private Trusts
- Built Heritage owned and maintained by Endowment Boards, Monasteries
- Built Heritage owned and private persons/ individuals but maintained by the owners and the Government jointly or by the Government exclusively
- Unprotected Built Heritage

### **Types of Built Heritage**

1. Temples
2. Mosques
3. Churches
4. Tombs
5. Graves
6. Forts
7. Citadel
8. Palaces
9. Gateways
10. Pillars
11. Minars
12. Residential Buildings
13. Baolis or wells
14. Tanks
15. Bridges
16. Caves
17. Rock-cut sculptures
18. Stupas
19. Monasteries
20. Gardens etc.



## Documentation Process of Built Heritage & Sites

Documentation is the process of compilation of information of any works of art, historic building, site, structure to understand their significance. Old structures have suffered damages through natural disasters, neglect, and urbanization and sometimes lost their antiquarian value. Therefore, records about historic building/ structure/ site/ antiquity which include how old it is, who built it, purpose and process of constructing it, material composition, etc. can provide future generations with information on the structures long since vanished.

For an archaeologist/heritage specialist, an undocumented building/ site/ works of art is as good as an object that is lost, for he cannot make any reliable use of the material for his interpretation as to its actual use and relate it to its proper role in the life of man. The purpose of documentation is therefore for research, academic study as well as for safe keeping.

To create a uniform database on built heritage and sites, NMMA, ASI has developed a common template for documentation of built heritage and sites with essential parameters. The guidelines for filling up the template are as follows:

Sl. No.	Documentation Parameters	Explanatory notes
1.	State/ Dist/ Tehsil	Name of the State/ District / Tehsil (or taluk)
2.	Name of the monument/ Built heritage / site	Present name of the built heritage / site
3.	Date/ Period	i.e. exact or approximate date available either through archival records or inscription: 1250 AD(CE); CIRCA 12 <sup>th</sup> Cent AD; 12 <sup>th</sup> 13 <sup>th</sup> Cent AD
4.	Location Geo coordinates	Exact location of the built heritage/ site along with Geo coordinates (if available)
5.	Approach Airport Railway Station Bus Stand	Approach defines the approximate distance & direction with landmark by which one can easily reach to the site. 1. Name of the nearest airport along with distance to the built/site 2. Name of the nearest railway station along with distance to the building/site
6.	Topographical features	Description on the topographical feature of the land where the building/ site is located





7.	Brief History	Historical account about the building/ site
8.	Local traditions associated with building/ structure/ site	Brief description of the local traditions/ legends associated with the historical nature of the building/ structure/ site
9.	Architectural style	If the lister is able to determine the exact architectural style then it can be mentioned otherwise basic information on the built heritage could be given under a broader division such as historic, medieval, muslim, mughal, colonial style etc.
10.	Description of the building/ structure/ site	Detailed description of the building/ structure/ site that includes site description, sculptural description, outer decoration and internal ornamentation, archaeological/ antiquarian potentiality of the site etc.
11.	Building/ structural material and other elements used	Description of various materials that are used originally in the construction of the building/ structure and its technique
12.	Usage(s)	Information on the current usage of the building whether it is completely in use, partially in use or abandoned may be indicated
13.	Ownership	Defining ownership status resting with various agencies i.e. Central, State, Trust, Board, unprotected etc.
14.	Protection status	Information under which Act the building/ site is protected
15.	Condition of the built heritage/ site	Present condition of the building/ structure/ site based on visual survey
16.	Conservation assessment	Overall assessment on the conservation stability of the building/ structure
17.	Photographs	Archival photographic records with date, different views, description etc. of the building/ structure should be provided
18.	Plan/ elevation	Various archival drawings of the building/ structure/ site should be provided
19.	Published reference	List of important sources of information like epigraphs, manuscripts, excavation reports, books, articles etc. that are published should be provided
20.	General Remarks	any other additional information pertaining to the building/ site may be provided
21.	Lister (name & address)	Name and address of the person including date who enlist details of a particular building/ structure/ site



22.	Data base Number	Two letters indicating the State + District code + followed by 5 digits serial number (state wise serial number) shall be allotted by the NMMA, ASI later
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### **Guidelines for Measurements**

To maintain uniformity, all the measurements should be taken in universal metric system i.e. in centimeters (cm). Thickness of any object should be taken in the maximum available area. If the object is broken then the measurement should be made with the maximum available area diagonally. For objects fixed or planted within pedestal, measurement should be taken with the available height etc.

Loose architecture members	Measurement for architecture members like lintel, pillars etc. will consist of height, breadth and width.
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### **Digitization Guidelines**

For the documentation and creation of National level digital database, NMMA, ASI has defined certain benchmarks to maintain overall uniformity.

Digital photography of the Built Heritage & Sites should be taken in uncompressed TIFF format in 300 dpi resolution. In case the photograph is taken on NEF/RAW format then it should be converted in TIFF format without any digital alteration.

The documentation of built heritage, sites and antiquities in soft form shall be computed in MS Excel format. Provision should be made to give the photographs both in documentation sheet as well as separately as master images. For each antiquity/built heritage & sites, individual excel sheet should be used.





Agreement  
Between  
National Mission on Monuments & Antiquities (NMMA)  
Archaeological Survey of India  
A Department of Ministry of Culture, Govt. of India  
And  
VENDOR.

## INTRODUCTION & MANDATE

India is perhaps one of the largest repositories of tangible heritage in the world. A major part of this heritage is preserved in her monuments, sites and antiquities of varied nature. The range of such relics, from the past is indeed very vast and covers a long span of time i.e. prehistoric to colonial times. It has been recognized since long that documentation is critical to the management of heritage property and is also a vital tool against illicit trade of cultural objects. The necessity of documentation is therefore much more essential for a country like India which is enormously rich in cultural properties that are vulnerable to risks largely due to non protection. Establishment of National Mission on Monuments & Antiquities (NMMA) was obviously a very significant step in this direction.

As part of the mandate, NMMA, a Division of Archaeological Survey of India, has to prepare two National Registers viz. (i) National Register on Built Heritage & Sites and (ii) National Register on Antiquities.

NMMA, has identified and documented (through Secondary sources) approx. 24,000 Built Heritage & Sites scattered in the State of Delhi, Haryana & Punjab. These need to be verified by conducting Primary Survey, as per the Ancient Monuments and Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of Built Heritage and Sites **(including 3D photography convertible into 2 D)** and in NMMA Template designed for the purpose (Copy placed at Annexure). **In addition the vendor may identify any other BH & S for documentation as per the Act.**

## PROJECT

1. NMMA, has identified and documented (through Secondary sources) approx. 24,000 Built Heritage & Sites scattered in the States of Delhi, Haryana & Punjab . These need to be verified by conducting Primary Survey, as per the Ancient Monuments and Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of Built Heritage and Sites **(including 3D photography convertible into 2 D)** and in NMMA Template designed for the purpose (Copy placed at Annexure-1 ).



2. During the verification of the identified BH&S, if it is found that a particular BH&S is not available/missing, due to various reasons viz. demolished/encroachment etc. the vendor will have to submit the detailed report along with documentary evidence, about the BH&S that existed and new structure(with images), if any, which has come up in its place etc.
3. In addition to the identified BH&S, vendor/agency/firm may also identify and document the BH&S (including 3D photography convertible into 2 D) , through primary survey, as per the Ancient Monuments & Archaeological Sites and Remains Act 1958 and as per the guidelines for documentation of BH & S and in NMMA Template designed for the purpose.

This Agreement is made on the .....day of ..... in the year 20..... between the President of India through authorized signatory , Jt. Director General (NMMA), Archaeological Survey of India (ASI), situated at G.E Building, Red Fort Complex, Red Fort, Delhi-100 006 which expression, unless repugnant to the context, shall include its successors, agents and assignees of the first party(hereinafter referred to as First Party) and Vendor which expression, unless repugnant to the context, shall include his/its successors, agents and assignees of the Second party(hereinafter referred to as second party), for implementation of the project titled "Documentation(including 3 D photography convertible to 2 D) of approx. 24,313 Built Heritage and Sites scattered in the States of Delhi, Haryana & Punjab in NMMA Templates designed for the purpose on per BH&S(template) basis and as per guidelines for documentation of BH&S and the Ancient Monuments & Archaeological Sites and Remains Act 1958".

## PURPOSE

The purpose of this Agreement is to establish a general framework of cooperation, roles, responsibilities among first party and second party for providing a foundation for them to work together & achieving the mutual objective of defining the modalities for the administrative & financial executions of the Project "Documentation(including 3 D photography convertible to 2 D) of approx. 24,000 Built Heritage and Sites scattered in the States of Delhi, Haryana & Punjab in NMMA Templates designed for the purpose on per BH&S(template) basis and as per guidelines for documentation of BH&S and the Ancient Monuments & Archaeological Sites and Remains Act 1958".

## SCOPE AND RESPONSIBILITIES

Both the parties i.e. First and Second Party, accept the existence of the Project "Verification of approx. 24,000 Built Heritage & Sites scattered in the States of Delhi, Haryana & Punjab through primary survey (physical verification) including 3D





photography convertible into 2D in NMMA Templates designed for the purpose on per BH & S (template) basis and as per guidelines for documentation of BH&S and the Ancient Monuments & Archaeological Sites and Remains Act 1958".

The responsibilities of second party shall basically consist of "Documentation(including 3 D photography convertible to 2 D) of approx. 24,000 Built Heritage and Sites scattered in the States of Delhi, Haryana & Punjab in NMMA Templates designed for the purpose on per BH&S(template) basis and as per guidelines for documentation of BH&S and the Ancient Monuments & Archaeological Sites and Remains Act 1958".

The work involves:

1. Preparation of database of Built Heritage & Sites as per the prescribed format of NMMA including photographs in 3D which can be converted in 2D .
2. For verification & documentation of a Documentation Built Heritage and Sites scattered in the States of Delhi, Haryana & Punjab the definition of Built Heritage Sites as laid down in the Ancient Monuments & Archaeological Sites and Remains Act 1958 will be adhered to.
3. The necessary computer hardware, image capturing hardware(Camera must be GPS enabled), internet connection, other necessary equipment, software packages, consumables and manpower are required to be arranged by the second party to complete the jobs within stipulated time frame.
4. High resolution 3D images which can be converted into 2D, capturing device (GPS enabled) should be used for work for getting required quality as mentioned in the scope of work. Digital images should be free from all noise and other technical distortions. The number of photographs (minimum three) will depend on the intricacies and details of the object.
5. Data written in English should be submitted online on the prescribed software of NMMA as well as in printed and binded hard copies of 500 templates each in set of two, one for the concerned State and one for national database.
6. Second Party is responsible to ensure secrecy and security of data and any other information made available to them and shall not pass on to any unauthorized person/agencies and organizations.
7. The copyright and intellectual property rights pertaining to or in all digital or printed records of such antiquities or objects shall vest in and belong to the ASI and the tenderer agrees to such term as a pre-condition.
8. Second Party will complete its projects within the time limit as fixed by the first party. In case the second party fails to complete the said project within time limit, as mentioned in the present agreement and upto the full satisfaction of the ASI, the



vendor shall be liable to be proceeded against involving civil as well as criminal consequences at the cost of vendor. In addition to above, the vendor shall also be liable to pay damages to the tune of 0.5% of the work order, per week, subject to maximum of 10% of the work order in respect of delayed work.

9. All necessary permissions to be obtained from the authorities concerned by the Second Party.
10. The content material (data and image) shall remain the property of First Party and the Second Party in no circumstances shall utilize them for their own/third party requirement.
11. The Second Party should submit weekly report to the authorized official of the NMMA, ASI
12. The Second Party should have sufficient number of Technical personnel and Domain Experts with Archaeology and Museum background for the proper execution of the contract.
13. The Second Party will be given one hundred templates of documented BH&S on trial basis to assess their quality of Documentation and digitization and photo documentation. In case the work of documentation and digitization is not found up to the mark, the tender shall be cancelled, without any objections from any party.

Any other responsibility to be taken up through mutual understanding between first party and second party.

#### **DURATION**

The duration of the project shall be for a period of one year, i.e. from.....up to the end of ..... However, the first party reserves the right to foreclose the Project in case it is not satisfied with the quality and progress of the assigned tasks to the second party. Second Party may be granted extension for the period of ----- months at the expiry of the Agreement, depending upon the administrative requirement/constraint, at the sole discretion, which may or may not be exercised by the first party..

#### **DATE OF IMPLEMENTATION**

The effective date of implementation of the project will be the date of signing of this agreement.

#### **PAYMENTS**

The Second Party shall raise the bill, in triplicate, in respect of number of BH&S (templates) completed and submitted online on the prescribed software of NMMA, as well as in printed and binded hard copies of 500 templates each in set of two to the Jt. Director General, NMMA, ASI, GE Building, Red Fort Complex, Delhi-110006 in the first





week of the succeeding month. First Party will make the payment, subject to availability of funds, on the basis of number of BH&S (templates) completed and submitted to NMMA .

**Delay, if any, caused in payment due to unavailability of funds with First Party, shall not be a ground for going slow or abandoning the work or for not completing the work within the stipulated time. First Party shall also not be liable to pay interest on delayed payment due to non-availability of funds.**

#### **RESPONSIBILITIES**

7. The Second Party will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance and any other mandatory provisions of law.
8. Second Party shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NMMA, ASI, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
9. The Second Party shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of NMMA, ASI or any other authority under Law.
10. In case, the second Party fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NMMA, ASI, is put to any loss/ obligation, monetary or otherwise, NMMA, ASI, will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
11. 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.

#### **LIQUIDATED DAMAGES**

1. Second Party will complete its projects within the time limit as fixed by the first party. In case the second party fails to complete the said project within time limit, as mentioned in the present agreement and upto the full satisfaction of the ASI, The vendor shall be liable to be proceeded against involving civil as well as criminal consequences at the cost of vendor. In addition to above, the vendor shall also be liable to pay damages to the tune of 0.5% of the work order, per week, subject to maximum of 10% of the work order in respect of delayed work.
2. If the Second Party abandons the project before completion of the assigned work, the extra expenditure for getting the work done from other agencies to



complete the job, will be recovered from the firm/agency in addition to forfeiture of Performance Security.

#### **DATA SECURITY**

Second Party will have to collect data from ASI (NMMA) in Hard Disk (to be provided by the second party) and will ensure the safety and security of the data while verification through primary survey and thereafter. Second Party will be responsible for accidental or intentional damage, leakage, modification, destruction or disclosure of the data.

#### **ACCOUNTABILITY**

1. It is also mutually agreed between the parties that the second party will complete its projects within the time limit as fixed by the first party. In case the second party fails to complete the said project within time limit, as mentioned in the present agreement and upto the full satisfaction of the first party the second party shall be liable to be proceeded against involving civil as well as criminal consequences at the cost of second party. In addition to above, the second party shall also be liable to pay damages to the tune of 0.5% of the work order, per week, subject to maximum of 10% of the work order in respect of delayed work.

#### **TERMINATION/FORECLOSE**

First Party shall have the right to foreclose the project at any time.

#### **MODIFICATION OF AGREEMENT**

This agreement may only be modified as expressly provided herein or otherwise by a written agreement signed by both the first party and the second party.

#### **INDEMINIFICATION**

Second Party agrees to indemnify, keep indemnified, defend and hold harmless the first party, their representative(s), assigns and agents from and against all costs, expenses, liabilities, losses, damages, claims, demands, proceedings or legal costs which the first party suffers as a result of a breach by first part, its representatives, assigns or agents of any of the enforceable terms of this Agreement.

#### **FORCE MAJEURE**

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by NMMA, 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 (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the order in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DG ASI as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract".

## **8. ARBITRATION**

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

## **JURISDICTION**

This agreement and the transactions contemplated herein shall be subject to the jurisdiction of the appropriate court of law.

## **CAPTIONS**

The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.



## **SEVERABILITY**

In the event that any clause hereof is held to be inapplicable or void, the validity of the other clauses shall not be affected, even if it appears that the present Agreement is incomplete, in which situation the parties shall attempt to replace the void or unrealizable clause or complete the missing portion with another appropriate provision, in respect of the common intention of the parties and the spirit or economic goas of the Agreement.

## **CONFIDENTIAL**

All information contained in this Agreement, or obtained in performing this Agreement shall be kept strictly confidential and shall not be divulged by the First Party or its representatives or by the Second Party to any third party. Use of name and logo of either party shall be permissible only with the written authorization of the parties in order to promote each institution as well as project carried out together in furtherance to the present Agreement.

## **FURTHER DOCUMENTS OR ACTS**

The parties agree to acknowledge, execute and deliver all such further documents, instruments or assurances and to perform all such further acts or deed as may be reasonably required from time to time in order to carry out the terms & conditions of this Agreement in accordance with their true intent.

The final generated data will be property of the first party. Second party shall not use the digitized data for any personal or commercial use.

NMMA may extend on the same or modified terms and conditions the tenure of second party with the approval of DG, ASI.

Second Party shall not subcontract nor assign this Agreement in whole or in part or make any payment arising there from without the prior written consent of first party. Any purported subcontract or assignment is null and void.

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and will be independent of and have no effect upon any other contracts Further separate guidelines issued by the NMMA will form part of this Agreement.

It is agreed between the parties that they shall comply with relevant rules and regulations pertaining to Ancient Monuments and Archeological Sites and Remains, Antiquities, Art Treasures etc.

Each of the Parties agrees in performing its obligation under this Agreement, to comply with all applicable laws, rules, regulations and Government Orders.





The Parties say that that they have properly understood all the contents of this Agreement and they have signed it on their own free will without any forced, coercion, compulsion and undue influence and in proper state of mind.

This agreement is executed in two counterparts, one to be retained by each party, each of which shall constitute the original but both of which when taken together shall constitute one and same Agreement.

IN WITNESS WHEREOF, the First Party and the Second Party have caused this Agreement, to be executed and effected by putting their respective signatures, seals and thumb impressions as of the date first above written.

First Party

Date:

Place:

In the Presence of

1. Signature:

Name:

2. Signature:

Name:

Second Party

Date:

Place:

In the Presence of

1. Signature:

Name:

2. Signature:

Name:



**Approx. number of BH & S in each State**

1. Delhi	3,369
2. Haryana	13,000
3. Punjab	8,101

