# No.F.20-4/2017-NMMA Government of India Archeological Survey of India National Mission on Monuments and Antiquities

G.E. Building, Red Fort, Delhi-110006. Dated 28<sup>th</sup> November, 2017.

# CORRIGENDUM

Subject: Documentation of approx. 71,000 antiquities lodged at Excavation Branch-II and other places located at Delhi/New Delhi in NMMA Templates designed for the purpose on template basis –

Ref. This Tender Notice dated 21<sup>st</sup> November, 2017 on the subject mentioned above.

Pre Bid Meeting with the vendors will be held at the same time and date i.e. 3.00 P.M. on 1<sup>st</sup> December, 2017 in the Conference Hall of National Mission on Mouments and Antiquities, Archaeological Survey of India, G.E. Building, Red Fort Complex, Delhi-110006 instead of ASI HQ, Janpath, New Delhi.

Similarly Technical Bids will be opened online at the same time and date i.e. 3.00 P.M. in the Office of Jt. Director General (NMMA), Archaeological Survey of India, G.E. Building, Red Fort Complex, Delhi-1100006, instead of 24, Tilak Marg, New Delhi-110001, as mentioned on the Central Procurement Portal.

All the Tenderers may please note the changes.

(O.P. Banwari) Finance Officer

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# REQUEST FOR PROPOSAL

Documentation(including 3 D photography convertible to 2 D) of approx. 71,000 Antiquities lodged at Excavation Branch-II and other places located at Delhi/New Delhi in NMMA Templates

REFERENCE No.F.20-4/2017-NMMA



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



# **TABLE OF CONTENTS**

- 1. Schedule of Tender Document (Critical Date Sheet)
- 2. Notice Inviting Tender (NIT)
- 3. Background
- 4. Requirement
- 5. Scope of Work and and general instructions for tenderers
- 6. General Terms and Conditions of Contract
- 7. Legal
- 8. Force Majeure
- 9. Arbitration
- 10. Applicable Law
- 11. Bidding Process
  - I. Bid Submission
  - II. Last Date for Submission of Bid
  - III. Opening of Bid
  - IV. Validity of Bid
- 12. Pre Bid Meeting
- 13. Eligibility Criteria/Technical Requirements for the Bidder for "Technical Bid"
- 14. Evaluation Criteria for Technical Bid
- 15. Instructions for Online Bid Submission
- 16. Application for Tender
- 17. Declaration
- 18. Technical Bid Performa
- 19. Financial Bid Performa
- 20. Acceptance Letter by the Tenderer on the Letter Head of the Company
- 21. Policy for documentation of Antiquities Anneuxure I
- 22. Copy of Agreement Annexure-II



# SCHEDULE OF TENDER DOCUMENT

Documentation of approx. 71,000 Antiquities lodged at Excavation Branch-II and other places located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis

Manual bids shall not be accepted.

# **CRITICAL DATE SHEET**

1	Date of issue of Tender	21.11.2017 from 5.30 P.M.	
2:	Bid document download / sale start date.	21.11.2017 from 6.30 P.M.	
3	Due date for submission of filled-in tender document.	22.11.2017 from 10.00 A.M.	
4	Bid submission end date.	12.12.2017 at 2.50 P.M.	
5	Pre Bid Meeting with bidders to explain the scope of work	1.12.2017 at 3.00 P.M.	
6	Date of opening of technical bid.	13.12.2017 at 3.00 P.M.	
7	Financial Bids of Eligible Tenderers / to be intimated later		
8	Estimated Cost	Rs.70.00 lakh	
7	Validity of bid	120 days from the date of bid opening.	



# F.No.20-4/2017-NMMA Archaeological Survey of India National Mission on Monuments & Antiquities GE Building, Red Fort Complex, Red Fort, Delhi- 110006

Dated: .2017

21-11-2017

# **NOTICE INVITING TENDER**

Tender Notice No.F.18-4/2014-NMMA

Date:

Name of Work: Documentation of approx. 71,000 Antiquities lodged

at Excavation Branch-II and other placed located at Delhi/New Delhi in NMMA Templates designed for the

purpose on per template basis.

Approx. Cost: Contract period: one year

Rs.70.00 lakh

- 1. 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 documentation of 71,000 Antiquities lodged at Excavation Branch-II and other placed located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis and as per policy for documentation of antiquities.
- 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.3,00,000.00 (Rupees three lakhs only), drawn in favour of DG, ASI, New Delhi, must be delivered to the Joint Director General, NMMA, Archaeological Survey of India 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) 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 on 13.12.2017 at 3.00 PM in the presence of authorized representative of Bidders as may wish to be personally present. Govt. of house

- 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 one thousand works of Art/Art objects for documentation 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.No20-4/2017-NMMA Archaeological Survey of India National Mission on Monuments & Antiquities GE Building, Red Fort Complex, Red Fort, Delhi- 110006

Dated: .2017

21-11-2017

# TENDER NOTICE

Documentation of approx. 71,000 Antiquities lodged at Central Antiquity Collection/Excavation Branch-II/ Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per 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 Documentation of approx. 71,000 Antiquities lodged at Excavation Branch-II and other offices located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis and as per policy for documentation of antiquities.
- 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as 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.3,00,000/- (Rupees three lakh only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bnker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form , drawn in favour of Director General, ASI, 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) or Ministry of Culture.

# 5. The EMD be submitted separately as under:

1. 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 13.12.2017 at 3.00 P.M. in the Office of Jt. Director General (NMMA), Archaeological Survey of India,G.E. Building, Red Fort Complex, Delhi-110006. The tenderers or their authorizd 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 DG, ASI, 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 one thousand works of Art/Art objects for documentation 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, Archaeological Survey of India HQ, Janpath, New Delhi at 3.00 PM on 1.12.2017. For the purpose of pre-bid meeting, vendors are advised to submit their gueries/guestion at least two days before the scheduled date & time of pre-bid meeting through e-mail or to Jt. DG (NMMA), ASI, G.E. Building, 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 guestions raised by If any question cannot be answered vendors during this meeting. 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.

# 12. Estimated Cost of Tender:

The estimated cost of the tender is approximately Rs. 70,00,000/- (Rupees fifty lakh only).

Address for communication, is as given below:

# Contact Details:

Contact Person	Dr. Urmila Sant Jt. Director General (Museum & NMMA)
Address for communication	G.E. Building, Red Fort Complex, Delhi – 110006.

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

# **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.

CAC Section and Excavation Branch-II of ASI, located at Purana Qila, New Delhi and other site Museums of ASI, located in Delhi/New Delhi have approx. 71,000 antiquities available for documentation (including 3 D photography convertible into 2 D) in NMMA Templates designed for the purpose.

# SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

- 1. Preparation of database of antiquities/artifacts/art objects as per the prescribed format of NMMA including photographs in 3D which can be converted in 2D (Annexure 'D').
- 2. For documentation of antiquities/artifacts/art objects, the definition of 'antiquity' as laid down in the Antiquities & Art Treasures Act 1972 will be adhered to. Further to this, objects such as full pots, inscribed potsherds, pottery with graffiti, decorated tiles, inscribed bricks, non-cultural pottery, finished stone tools will be treated as antiquities besides antiquities such as sculptures, seals, manuscripts, terracotta plagues, bangles, beads, paintings, miniature paintings etc.
- 3. The necessary computer hardware, image capturing hardware, 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 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 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 Branch/Section/Museums and one for national database.
- 6. Agency/firm shall work in the duration of Government working hours per day during Govt. working days at each location and in consultation with the State Government.
- 7. The agency 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.
- 8. 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 trm as a pre-condition.
- 9. 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.
- 10. The job has to be executed within the premises provided by the department concerned under the supervision of concerned authorities and all necessary permissions to be obtained from the authorities by the Agency. A working space will be provided by the concerned Museum of the State Government.
- 11. 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.
- 12. The Agency/Firms should submit daily report to the authorized official of the concerned Branch/Section/ Museum and ensure that the data in any form is copied or carried out beyond the premises. No personal computer related equipments / accessories such as pen drive, CD, DVD, Hard Disc etc. should be carried with the documentation staffs of the agency.
- 13. 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.
- 14. The Agency/firm will be given one thousand works of Art/Art objects for documentation 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.



# 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 DG ,ASI, 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. CAC Section and Excavation Branch-II of ASI, located at Purana Qila, New Delhi and other site Museums of ASI, located in Delhi/New Delhi have approx. 71,000 antiquities available for documentation (including 3 D photography convertible into 2 D) in NMMA Templates designed for the purpose. The number of templates may reduce, due to clubbing of antiquities, as per policy of documentation of antiquities (Annexure-I) The entire work has to be completed within one year from the date of award of contract.
- 6. 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.

- 7. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 8. Conditional bids shall not be considered and will be rejected in the first instance.
- 9. 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.
- 10. 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.
- 11. ASI reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
  - 12. 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.
  - 13. Payment shall be made against completion of work on monthly basis subject to availability of funds with NMMA.
  - 14. It is mutually agreed between both the parties that the second party will provide the details of the work done in a prescribed format of NMMA and through online database (official website of NMMA i.e. <nmma.nic.in>).
  - 15. Technical Bid as per Prescribed Proforma
  - 16. 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 there of NMMA is put to any loss/ obligation, monitory 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 monitory 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 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, explosions, epidemics, quarantine restrictions, sabotage, fires, floods. referred to 'events') provided, notice of the lockouts or act of God (hereinafter 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 resumed or not, shall be final and conclusive, provided further that have been so 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, negotiation, any disagreement or dispute arising between them under or in by direct the work order. If any dispute arises between parties on aspects not connection with agreement, or the construction or operation thereof, or the right, covered by this these except as to any matters the decision of which is duties or liabilities under or the special conditions, such dispute shall be specially provided for by the general DG ASI and the award of the arbitration, referred to the arbitrator as appointed by both the parties. The arbitrator as the case may be, shall be final and binding on making and publishing the with the consent of parties may modify the time frame for 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.



- 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.

# <u>Instructions for Online Bid Submission</u>

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

- 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.
- 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.
- 9) Upon the successful and timely submission of Bids (I e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- **10)**The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

# ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Mobile Number +91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.



# **Bidding Process**

Online Tenders on behalf of the President of India are invited under Two Bid System i.eTechnical Bid and Financial Bid, from Companies/Firms/Agencies for Documentation of approx. 71,000 Antiquities lodged at Central Antiquity Collection/Excavation Branch-II/ Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis and as per policy for documentation of antiquities.

# **Technical Bids**

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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. Proof of location of Office/Branch in Delhi/New Delhi/NCR region of Delhi
  - c. Copies of Registration Certificates w.r.t. registration with EPF, ESIC, Labour Department, GST etc.
  - d. Copy of PAN/GIR card
  - e. Copies of the IT returns filed for the last three financial years i.e. 2013-14 to 2015-16
  - f. 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.
  - g. 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.
  - h. 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.
  - 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.

j. The Agency/Firm should have minimum one year experience and expertise in executing Documentation of work of Art and Archaeological excavated materials and artifacts – copies of work orders/completion certificates to be attached.

# a. Financial Bids

# 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: 12<sup>th</sup> November 2017 (upto 2.50 P.M.)

# c. OPENING OF BIDS

The Technical Bids will be opened (online) on 13.12.2017 at 3.00 P.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 renderers 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, Archaeological Survey of India G.E. Building, Red Fort Complex, Delhi-110001 3.00 PM on 1.12.2017. 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, G.E. Building, 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

# 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. Proof of location of Office/Branch in Delhi/New Delhi/NCR region of Delhi.
- c. The bidders must be agencies/firms/companies with an average annual turnover of at least Rs.20 lakhs (Rupees twenty 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.
- d. The bidder should be registered with the GST Department and have a valid GST No./PAN/TIN.
- e. The bidder should be registered with the Employees Provident Fund Organisation (EPFO) and Employees State Insurance Corporation (ESIC) on the date of bid submission.
- f. 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.
- g. 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.
- h. The Agency/Firm should have minimum one year's experience and expertise in executing Documentation of work of Art and Archaeological excavated materials and artifacts 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.



# **APPLICATION FOR TENDER**

1.	Name of Tender Company/Firm/Agency (At certificate of registration)	ering tach
2.	Name of proprietor/Director of Comp	any/Firm/Agency:
3.	Full Address of Regd. Office:	
4.	Full address of Operating Branch:	Telephone No: Fax No: E-Mail Address:
		Telephone No: Fax No: E-Mail Address:
5. (a)	) Banker of Company/Firm/Agency (Full Address) (b) Telephone Number of Banker	
6. PA	N/GIR No. (Attach attested copy)	, 
7	GST registration, any (Attach attested copy)	if
8.	E.P.F. Registration Number, if any (Attach attested copy)	
9.	E.S.I. Registration Number, if any (Attach attested copy)	



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

Financial Year	Annual Turn over Amount (Rs. 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:

SI. No	Details of client along address, telephone and	Amount value of Contract	Duration of Co	Duration of Contract		
4444	FAX numbers	(Rs. in Lakhs)	From	То		
1.						
2.						
3.						

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

# **DECLARATION**

1.	agency/firm mentioned above, is con execute this tender document:	npetent to sign this declaration and
2.	I have carefully read and understood all and undertake to abide by them:	the terms and conditions of the tender
3.	My agency has not been blacklisted/de any Ministry/Department of Governme undertaking in the last Three Years as o	nt of India and Government of India
4.	The information/documents furnished all and authentic to the best of my knowled	
5.		fact that furnishing of any false lead to rejection of my tender at any ation under appropriate law:
		Signature of authorized person(s)
	Date:	FullName:
	Place:	Seal:



APPLICATION FOR TECHNICAL BID for Documentation – including 3 D photography convertible to 2D, of approx. 71,000 Antiquities lodged at CAC Section/Excavation Branch II/Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis)

Name of tendering	Company/Firm/Agenc	J:

S.N	REQUIREMENT	COPY OF RELEVANT DOCUMENT	YES/NO	PAGE NO.
1	The Registered Office or one of the Branch Offices of the Company/Firm/Agency should be located either in Delhi/New Delhi or NCR region of Delhi.	Proof of Address		
2	The Company/Firm/Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		000
3	The Company/Firm/Agency should be registered with GST Department/ EPF /ESI/ Labour Department	Copies of Registration Certificate/Number		
4	Copy of PAN card	Copy of PAN		
5.	The Agency/Firm should have minimum one years' experience and expertise in executing Documentation of work of Art and Archaeological excavated materials and artifacts.	Copy/copies to be attached		
6.	Income Tax Returns for the last three years.	Copies		
7	The Annual Turn Over of the company should not be less than Rupees 20 lakh in last 3 consecutive years i.e. 2014-15,2015-16 and 2016-17.	Certificate from Statutory Auditor		

Date:	•
Date	•

Signature of authorized person

Seal:

Full Name &

Place



# Financial Bid

(for Documentation – including 3 D photography convertible to 2D, of \_\_\_\_\_ Antiquities lodged at CAC Section/Excavation Branch II/Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis)

SI. No.	Particular	Per Documents (Template) Amount in INR	GST 18%	Total Amount in INR
1	Documentation of approx. 71,000 Antiquity/Artifact/ Art Objects (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 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,
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

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)



# Policy Document for Documentation of Antiquities pertaining to National Mission on Monuments and Antiquities

The Hon'ble Prime Minister of India on the 56<sup>th</sup> Anniversary of Indian Independence Day (15<sup>th</sup> Aug 2003) made an announcement for setting up of three National Missions for preservation of Intangible cultural heritage, for preservation of Monuments and for the preservation of Antiquities. A letter addressed to secretary culture (No.PMO UO No.580/29/c/1/2-33-ES-2 dated 1<sup>st</sup> September 2009) has been issued by PMO office regarding the implementation status of above announcements made by Hon'ble Prime Minister.

As a follow up action, the Ministry of Culture conceptualized the mission and accordingly the project documents were prepared by Ministry of Culture. The Archaeological Survey of India was made nodal agency for implementing National Mission on Monuments and Antiquities (NMMA) during XI Five Year Plan (2007-2012) with a budgetary outlay of Rs.90.00 crore. Further the NMMA has been continued for another five year in the XII Five Year Plan (2012-2017) with budgetary outlay of Rs.99:20 crore.

# Mandate of NMMA:

- 1. Preparation of a National Register of Built Heritage, Sites and Antiquities.
- Setting up of State Level data base on built heritage, sites and antiquarian wealth for information and dissemination to planners, researchers etc., and for better management of such cultural resources. It attempts to create a systematic, accessible and retrievable inventory of the built heritage, sites and antiquarian heritage of the country.
- 3. Promote awareness programmes concerning the benefits of preserving the historical and cultural aspects of built heritage, sites and antiquities.
- 4. Extending training facility and capacity building to the concerned State Departments, local bodies, NGOs, Universities, Museums, Communities etc. in the field of conservation of built heritage, and preservation and management of antiquarian remains.
- 5. Developing synergy between institutions like ASI, State Departments, concerned institutions and NGOs to generate close interaction.

# Objective of NMMA

- 1. Documentation and creation of suitable database on built heritage and sites through primary survey for information and dissemination to planners, researchers, etc. and for better management of such cultural resources.
- 2. Documentation in a uniform format developed by NMMA, of all antiquities that are available in different formats in the form of Registered Antiquities, Catalogued Antiquities with Central as well as State Governments, Private Museums and Collections, Universities, etc.

- 3. Promote awareness and sensitize people concerning the benefits of preserving the historical and cultural aspects of built heritage, sites and antiquities.
- 4. Extend training facility to the concerned State Departments, NGOs, Universities, Museums etc.
- 5. Help in developing synergy between institutions like Archaeological Survey of India, State Archaeology Departments, concerned Institutions and NGOs to generate close interaction.
- 6. Publication and Publicity

# Legal Framework

The NMMA was launched to prepare two National Registers viz (i) National Register on Built Heritage & Sites and (ii) National Register on Antiquities strictly within the following legislative frame work.

# 1. For Built Heritage & Sites

"The Ancient Monument and Archaeological Sites and Remain Act 1958 (AMASR Act 1958)" and 1950 for documentation of colonial buildings as cut of date.

# 2. For Antiquities

"The Antiquities and Art Treasures Act, 1972 (AAT Act 1972)".

As per the Antiquities and Art Treasures Act, 1972, the following are the definitions of antiquity and art treasure:

- (a) "antiquity" includes -
  - (i) any coin, sculpture, painting, epigraph or other work of art or craftsmanship;
    - (ii) any article, object or thing detached from a building or cave;
    - (iii) any article, object or thing illustrative of science, art, crafts, literature, religion, customs, morals or politics in bygone ages;
    - (iv) any article, object or thing of historical interest;
    - (v) any article, object or thing declared by the Central Government by notification in the Official Gazette to be an antiquity for the purposes of this Act.

which has been in existence for not less than one hundred years, and

 (II) any manuscript, record or other document which is of scientific, historical, literary or aesthetic value and which has been in existence for not less than seventy-five years;



(b) "art treasure" means any human work of art, not being an antiquity, declared by the Central Government by notification in the Official Gazette, to be an art treasure for the purposes of this Act having regard to its artistic or aesthetic value.

Accordingly, as per the mandate of NMMA, a database of all the antiquities has to be prepared as defined in the light of AAT Act, 1972. The antiquities which are to be documented for the preparation of National data base as per the AAT Act, 1972 are as under:

- 1. Palaeoliths
- Microliths<sup>1</sup>
- 3. Neoliths
- Pottery<sup>2</sup> (All diagnostic sherds such as painted sherds, graffiti, decorations, inscribed potsherds etc.)
- 5. Terracotta objects
- 6. Metal Objects
- 7. Stone Objects
- 8. Glass Objects
- 9. Wooden Objects
- 10. Ivory & Bone Objects
- 11. Beads<sup>3</sup>
- 12. Sculptures
- 13. Coins & Coin Moulds4
- 14. Seals & Sealings
- 15. Inscriptions
- 16. Paintings, Tankhas, Ganjika, Textiles
- 17. Arms & Armours
- 18. Gems and Jewelleries.
- 19. Any other man made materials of bygone age.



<sup>1</sup> Documentation of Paleoliths, Mesolith / microliths and Neoliths may be done in groups for similar specimen from a particular site. Documentation incase of Paleolithis and Neolith in group of minimum of 04 may be done whereas in case of Mesolith and Microliths in group of minimum of 20 may be done.

<sup>3</sup> Documentation of beads may be done in groups of minimum of 06 on the basis of cultural strata, materials and shape, where as rare beads may be documented as single entry.

<sup>4</sup> Documentation of coins in group of minimum of 12 and coin mould in group of minimum of 6 may be done in groups for repetitive types and as far as gold or silver coin is concerned this may be documented as a single entry.

<sup>&</sup>lt;sup>2</sup> Pottery as we know is one of the prime object found on every archaeological sites abundantly in broken pieces (sherds) which not only helps archaeologists and historians to determine the age of the particular site but also sheds valuable information about the economy, culture, developing patterns, communication patterns, environs, technological developments, etc of the site. The shape and size of potteries are to be determined through various diagnostic sherds with factors like decorative patterns, painted motifs, etc. Hence documentation of potteries may be done for only diagnostic sherds whereas full pot and potsherds of intra-cultural/cross-cultural area needs to be incorporated for the purpose of documentation.

# **Documentation Process**

The documentation process of antiquity intended for an object, includes information such as why the object is in the museum/ custody of archaeological department, who and from where it is collected, how old it is, who made it, where such objects are used, purpose and process of use, shape, size and weight, present condition, material composition, artistic beauty, etc.

In order to create a uniform database from the available data on antiquities and sites NMMA has developed a common template with essential parameters. The guidelines for filling up the template are as follows:

SI. No.	Field	Explanation
01	Name of the Museum /	
	Institution	
02	Title / Name of object	Exact title/name of the object i.e. Vishnu,
		bull etc
03	Type of object	Type of object i.e. sculpture, coin, jewellery
		etc
04	Date / Period	Exact date of the object. This can only be
		determined through inscription or any
		absolute date.
		Period is determined in terms of Cultural
		period / approximate age in Circa.
05	Dynasty / Style	Dynastic affiliation or Stylistic affiliation of
		the object
06	Provenance	Findspot of the object
		In case of an excavated object its context
		needs to be mentioned.
07	Material	Exact identification of the material
		For example: Fine grained grey sandstone.
08	Measurement / weight	Measurement depends on the type and
		extant size of object.
		Maight should also be given for small and
		Weight should also be given for small and
00	Description	valuable objects like jewellery, coins etc.  Physical description of the object that
09	Description	includes nature of the antiquity, detail
		description, inscriptional evidence, if any,
		manufacturing technique, and any special
		feature noticed etc. along with a general
		realtine noticed etc. along with a general



		photo of the object
10	Identification marks	Marks/feature based on which the object can
		be identified in case of duplication or
		replication along with photographs.
		General marks are those that can be
		understood and identified easily by all at the
		first instance when the object is seen.
		Special marks are those that can only be
		identified if one observes carefully.
11	Condition	Present physical condition of the object
		describing type, degree and probable cause
		of damage / weathering.
12	Photographs	Different views of the object. The
		photograph depends upon the form and
		intricacies of the object and 3-D photographs
		which can be converted in 2-D.
13	Location at the museum	Present location at the museum i.e.
		displayed in the gallery or reserve collection
14	State/UT	Name of the State / UT where the antiquity
		is presently lodged.
15	Accession / registration No.	Accession number of the object in the
		museum accession register or in the
		sculpture shed register or the number that is
		given by the collector or the registration
16	Course of acquisition	number incase of registered objects.
16	Source of acquisition	How the object was acquired i.e. purchased
17	National Documentation	/ donated / loan / exchange / gift etc.  State (in 2 characters)/Museum (in 3
17	No.	characters/0000001 (antiquity serial no.) to
	NO.	be filled by NMMA
		be filled by Patriton
		DL / CAC / 00 00 001
18	Published References	Published reference on the object.
	1 3.2.101.03. 1 10.70.701.000	
		If unpublished, whether it is mentioned in
		any archival document/ unpublished report/
		only drawing is available, needs to be
		mentioned.
19	Remarks	Any other observation on any aspect that
		one feels to be important while filling up of
		this documentation sheet.
20	Date of recording	The present date of recording the object
21	Recorded by	Name and address of the person who enlist
		details of the object



# **Guidelines for Measurements**

To maintain uniformity, all the measurements should be taken in universal (metric) system i.e. in centimetres (cms). 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.

1	Stone, bronze, terracotta images	For images in standing position, measurement will consist of height, breadth and thickness.
		For images in reclining position ( for e.g. reclining Vishnu) measurement will consist of length and breadth
		For life size images, measurement should be made in metres
2	Loose architecture members	Measurement for architectural members like lintel, pillar etc will consist of height, breadth and width.
3.	Beads	Depending upon the shape and size of the bead, the measurement should be made accordingly
4.	Bangles	Measurement will consist of diameter and thickness
5.	Coins	For coins, measurement will include diameter and weight.

# **Guidelines for Photograph**

Digital photography of the antiquities 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. Photographs preferably be taken in 3-D which can be converted into 2-D.In case of miniature paintings, it may either be photographed or scanned in TIFF format 300 dpi resolution.

# 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.

# **PROJECT**

Documentation(including 3 D photography convertible to 2 D) of approx. 71,000 Antiquities lodged at Central Antiquity Collection/Excavation Branch-II/ Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis



# **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 entitled "Documentation(including 3 D photography convertible to 2 D) of approx. 71,000 Antiquities lodged at Central Antiquity Collection/Excavation Branch-II/ Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis"

# SCOPE AND RESPONSIBILITIES

Both the parties i.e. First and Second Party, accept the existence of the Project "Documentation(including 3 D photography convertible to 2 D) of approx. 71,000 Antiquities lodged at Central Antiquity Collection/Excavation Branch-II/ Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis and as per Policy for documentation of Antiquities".

The responsibilities of second party shall basically consist of "Documentation(including 3 D photography convertible to 2 D) of approx. 71,000 Antiquities lodged at Central Antiquity Collection/Excavation Branch-II/ Site Museums of ASI located at Delhi/New Delhi in NMMA Templates designed for the purpose on per template basis and as per Policy for documentation of Antiquities"

# The work involves:

- 1. Preparation of database of antiquities/artifacts/art objects as per the prescribed format of NMMA including photographs in 3D which can be converted in 2D (Annexure 'D').
- 2. For documentation of antiquities/artifacts/art objects, the definition of 'antiquity' as laid down in the Antiquities & Art Treasures Act 1972 will be adhered to. Further to this, objects such as full pots, inscribed potsherds, pottery with graffiti, decorated tiles, inscribed bricks, non-cultural pottery, finished stone tools will be treated as antiquities besides antiquities such as sculptures, seals, manuscripts, terracotta plaques, bangles, beads, paintings, miniature paintings etc.
- 3. The necessary computer hardware, image capturing hardware, 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 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 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 Branch/Section/Museums and one for national database.
- 6. Second Party shall work in the duration of Government working hours per day during Govt. working days at each location and in consultation with the Officer concerned of the Branch/Museum.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. The job has to be executed within the premises provided by the Branch/Museum concerned under the supervision of concerned authorities and all necessary permissions to be obtained from the authorities by the Second Party. A working space will be provided by the concerned Branch/Museum of ASI.
- 11. 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.
- 12. The Second Party should submit daily report to the authorized official of the concerned Branch/Section/ Museum and ensure that the data in any form is copied or carried out beyond the premises. No personal computer related equipments / accessories such as pen drive, CD, DVD, Hard Disc etc. should be carried with the documentation staffs of the agency.
- 13. 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.
- 14. The Second Party will be given one thousand works of Art/Art objects for documentation 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**

# 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 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 documents (templates) uploaded on the web site of 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.

### RESPONSIBLITIES

- 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.
- 2. 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.
- 3. 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.

- 4. In case, the second Party fails to comply with any statutory / taxation liability under appropriate law, and as a result there of NMMA, ASI, is put to any loss/ obligation, monitory 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 monitory terms.
- 5. 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.
- 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 uploading on the NMMA website 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 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, 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 resumed or not, shall be final and conclusive, provided further that have been so 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 reenactment, 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 construc5tion 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	Second Party	
Date:	Date:	
Place:	Place:	
In the Presence of	In the Presence of	
1. Signature.	1. Signature:	
Name:	Name:	
2. Signature:	2. Signature:	
Name:	Name:	

