

**No.F.18-4/2014-NMMA  
Government of India  
Archeological Survey of India  
National Mission on Monuments and Antiquities**

**G.E. Building, Red Fort, Delhi-110006.  
Dated 18<sup>th</sup> December, 2017.**

**CORRIGENDUM/ADDENDUM**

**Subject:** For processing, checking and uploading of documented data in respect approx. 14 lakh antiquities in NMMA Templates designed for the purpose on the web site of NMMA on per template basis.

Ref. This Office' Tender Notice of even number dated 5<sup>th</sup> December, 2017 on the subject mentioned above.

Following changes are made in the Tender Document:

**4.SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**

**Sub para 3 may be replaced as under:**

3.The firm will have to use the services of Archaeologist having Master degree in Ancient History/Medieval History/Archaeology

**5.GENERAL TERMS AND CONDITIONS OF CONTRACT**

**1. Sub para 8 under para 6. Legal to be added as under:**

8.If the corrections of more than 3% in the templates to be uploaded are found, the vendor shall be liable to pay damages to the tune of 5% of the work order.

**2. Sub para h of para 12. Eligibility Criterial/Technical Requirement for the Bidder for 'Technical Bid' is replaced and may be read as under:**

a. The Agency/Firm should have minimum one year's experience and expertise in executing similar nature of work – copies of work orders/completion certificates to be attached.

**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

**REVISED REQUEST FOR PROPOSAL**

**For processing, checking and uploading of documented data in respect approx. 14 lakh antiquities in NMMA Templates designed for the purpose on the web site of NMMA on per template basis**

**REFERENCE No.F.18-4/2014-NMMA**



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



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### 1. SCHEDULE OF TENDER DOCUMENT

For processing, checking and uploading of documented data in respect approx. 14 lakh antiquities in NMMA Templates designed for the purpose on the web site of NMMA on per template basis.

Manual bids shall not be accepted.

### CRITICAL DATE SHEET

1	Date of issue of Tender	05-12-2017 from 6:00 P.M.
2	Bid document download / sale start date.	05-12-2017 from 06.30 P.M.
3	Due date for submission of filled-in tender document.	06-12-2017 from 10.00 A.M.
4	Bid submission end date.	26-12-2017 at 2.00 P.M.
5	Pre Bid Meeting with bidders to explain the scope of work	14-12-2017 at 3:00 P.M.
6	Date of opening of technical bid.	27-12- 2017 at 3.00 P.M.
7	Financial Bids of Eligible Tenderers / to be intimated later	
8	Estimated Cost	1.60 Crores
9	Validity of bid	120 days from the date of bid opening.





F.No18-4/2014-NMMA  
Archaeological Survey of India  
National Mission on Monuments & Antiquities  
GE Building, Red Fort Complex, Red Fort, Delhi- 110006

Dated: 05-12-2017

**2. NOTICE INVITING TENDER**

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

Name of Work: Processing, checking and uploading of documented data of approx.  
14 lakh antiquities in NMMA templates on website of NMMA


Approx. Cost: Rs.1.60 crores  
Contract period: one year

1. Online Tenders on behalf of the President of India are invited under Two Bid System i.e. Technical Bid and Financial Bid, from Companies/Firms/Agencies for processing, checking and uploading of documented data in respect of approximately 14 lakh antiquities in NMMA Templates designed for the purpose on the web site of NMMA on per template basis. The data is available in different formats and the job assignment will include conversion of data from MS excel, MS Word and MS Access into template designed in NMMA Software (Java). Similarly images in JPEG format also to be converted in to the format of NMMA Software. The firm may have to utilize the services of expert (for checking), software engineer (JAVA) with a team of Data Entry Operators for getting the data processed, checked and uploaded
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.5,00,000.00 (Rupees five lakhs only), drawn in favour of DG, ASI, New Delhi, must be delivered to the Joint Director General, NMMA, Archaeological Survey of India, G.E. Building, Red Fort, 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) 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 PM on 27-12-2017 in the Office of Jt. Director General, NMMA, ASI, G.E. Building, Red Fort Complex, Delhi-110006 in the presence of authorized representative of Bidders as may wish to be personally present.
6. Order will be placed on 3 firms i.e. L1, L2, L3 vendors in the ratio of 50, 30, 20 after acceptance of L1 rates by L2, L3 vendors.
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.



  
(Dr. Urmila Sant)  
Jt. Director General (NMMA)  
Email: [dirnmm.asi@gmail.com](mailto:dirnmm.asi@gmail.com)  
Tel.No.23252603

**Copy to:**

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



F.No18-4/2014-NMMA  
Archaeological Survey of India  
National Mission on Monuments & Antiquities  
GE Building, Red Fort Complex, Red Fort, Delhi- 110006

Dated: 05-12-2017

TENDER NOTICE

**Processing, checking and uploading of documented data of approx.14 lakh antiquities in NMMA templates on website of NMMA**

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 processing, checking and uploading of documented data in respect of approximately 14 lakh antiquities in NMMA Templates designed for the purpose on the web site of NMMA **on per 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/app> 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.5, 00,000/- (Rupees five 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 Director General, ASI, 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) 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 27-12-2017 at 3 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 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. 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 14-12-2017 on 3 PM. 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.

#### 11. Estimated Cost of Tender :


The estimated cost of the tender is approximately Rs.1.60 crore (Rupees one crore and sixty Lakh 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.



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

### **3. 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 documented data of approx. 14.00 lakh antiquities. This documented data available in various formats viz. MS Excel, MS Word, MS Access, JPEG/Tiff format etc. (images in MB sizes), received from various Data Resource Centers from different parts of India, to be processed and uploaded in the website of NMMA.

### **4. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS**

1. The work involves checking of the documented data with images in respect of antiquities received in various formats viz. MS Excel, MS Word, MS Access, JPEG/Tiff format etc. (images in MB sizes) from various Data Resource Centers from different parts of India, getting converted into the template designed in NMMA software (Java) and to be uploaded on the web site of NMMA. Broadly the work involves following:

- (a) Data Entry in NMMA Web Application.
- (b) Generation of Daily Report of Data Entry.
- (c) Import of Data along with Images (resize if required) from different formats as received from various stakeholder e.g. MS excel, MS Word, MS Access, from Hard disk available in ASI (NMMA) office etc. into template designed in NMMA Web Application
- (d) The data entry along with image upload may be done directly in the templates available in the NMMA web Application online.

2. The firm may have to use the services of software engineer (JAVA) (for supervision of data to be uploaded), and Data Entry Operators. The payment will be made by NMMA on piece rate basis per template on monthly basis.

3. The firm may use the services of Expert Archaeology if required.





4. Firm has to make its own arrangements for Infrastructure such as computers, computer tables, High speed Internet connection. The Office Space will be provided by ASI..
5. The firm will ensure the safety and security of the data while uploading on the NMMA website and thereafter. The firm will be held responsible for any leakage / transfer to unauthorized persons/ firms/ misuse/misplace of the data in their custody during the contract period.
6. Order will be placed on 3 firms i.e. L1, L2, L3 vendors in the ratio of 50, 30, 20 after acceptance of L1 rates by L2, L3 vendors.
7. The interested Companies/Firms/Agencies may deposit the Earnest Money Deposit (EMD) for Rs.5.00 lakh in the form of Demand Draft/Pay Order drawn in the favour of DG, ASI, New Delhi at office of Jt. D.G. NMMA, G.E. Building, Red Fort, Delhi-110006.
8. The various crucial dates relating to "Tender for checking and uploading of approx. 14 lakh documented data on NMMA web site are as under:-

Pre Bid Conference	14-12-2017
Last date & time for submission of Quotations (Technical & Financial) electronically	26-12-2017
Date & time for opening of Technical Bids	27-12-2017 at 3 P.M.
Date & time for opening of Financial Bids	Shall be indicated separately

9. 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. The FDR will have to be accordingly renewed by the successful tenderer.
10. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the Agencies/Firms who resort to canvassing will be liable to rejection.
11. The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:
  - a. Registration certificate
  - b. Proof of location of Office/Branch in Delhi/New Delhi/NCR region of Delhi
  - c. Copy of PAN/GIR Card:





- d. Copies of Registration Certificates w.r.t. registration with EPF, ESIC, Labour Department, GST etc.
  - e. Copy of the last three years Income Tax return filed by agency:
  - f. Proof of Annual turnover of the firm for the last 3 years ending on 31.3.2017 (Certificate from Statutory Auditor)
  - g. Declaration regarding black list as per format attached.
  - h. 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
12. The conditional bid shall not be considered and will be out-rightly rejected in very first instance:
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such case, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
14. The Technical Bids shall be opened online on the scheduled date and time ( 3 P.M. on 27-12-2017), in Conference Room of NMMA. Archaeological Survey of India, Red Fort Complex, Delhi-110006 by the Tender Opening Committee in the presence of the authorized representatives of the Companies/Firms/Agencies, if any, who are present on the spot at that time.
15. The Director General, ASI, reserves the right to cancel any or all the bids without assigning any reason.



## 5. GENERAL TERMS AND CONDITIONS OF CONTRACT

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, as may be required, 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 30 days from the date of issue of work order, the EMD shall stand forfeited without giving any notice.
5. The NMMA at present, has approx. 14 lakh documented data to be uploaded on NMMA web site. The data may increase, depending upon the data to be received from various Data Resource Centers and the selected company/Firm/Agency would have to deploy additional manpower if required. **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 30 days of the issue of work order or within 25 days of date of receipt of acceptance of the work order whichever is earlier, 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 uploading of documented data, 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, as may be required for \_\_\_\_ months, at the sole discretion of ASI.
11. The firm will ensure the safety and security of the data while uploading on the NMMA website and thereafter. The firm will be held responsible for any leakage / transfer to unauthorized persons/ firms/ misuse/misplace of the data in their custody during the contract period.
12. ASI reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
13. 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.
14. The Agency shall raise the bill, in triplicate, in respect of number of templates uploaded on the web site of NMMA, to the Jt. Director General, NMMA, ASI, GE Building, Red Fort Complex, Delhi-110006 in the first week of the succeeding month.
15. The payment shall be made on conclusion of the calendar month only on the basis of no. of documents (templates) uploaded on the web site of NMMA.





16. Technical Bid as per Annexure - I

17. Price Bid/ Commercial Bid shall be submitted as per Annexure – II

## **6. 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. 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.
6. **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.**
7. **If the Company/firm/agency 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.**

## **7. 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".

## **8. 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.

## **9. 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.

## **10. 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 Companies/Firms/Agencies for processing, checking and uploading of documented data in respect of approximately 14 lakh antiquities in NMMA Templates designed for the purpose on the web site of NMMA on per template basis





a. **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 at **Annexure- I**
3. Declaration for un-conditional acceptance of tender conditions and black listing as per proforma at **Annexure – III & V**
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 at **Annexure- II**) 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.

b. **Financial Bids** (Annexure – IV)

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.

c. **Last date of Submission of online Bids: 26-December 2017**

d. **OPENING OF BIDS**

The Technical Bids will be opened online on 27-12-2017 at 3 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 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.

e. **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. The order will be placed on 3 firms i.e. L1, L2, L3 vendors in the ratio of 50, 30, 20 after acceptance of L1 rates by L2 & L3 vendors and Bidders/intending bidders shall not have any claim on ASI.

#### **11. Pre Bid Meeting:**

To bring all vendors at par, a pre bid meeting will be held in Conference Hall, National Mission on Monuments & Antiquities, Archaeological Survey of India. G.E. Building, Red Fort Complex, Delhi-110006. At 3 PM on 14-12-2017. 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.

#### **12. 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.

### **13. Evaluation Criteria for Technical Bid**

- I. From the time the Bid are opened 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. Order will be placed on 3 firms i.e. L1, L2, L3 vendors in the ratio of 50,30, 20, after acceptance of L1 rates by L2 and L3 vendors.





#### **14. 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.
- 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**

- 1) 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.





**15. 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)  
(b) Telephone Number of Banker

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

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7. GST registration,  
if any (Attach attested copy)

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8. E.P.F. Registration Number, if any  
(Attach attested copy)

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9. E.S.I. Registration Number, if any  
(Attach attested copy)

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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:

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)

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



Signature of authorized person

Date:

Name:

Place:

Seal:



## Annexure-II

**16. APPLICATION FOR TECHNICAL BID for processing, checking and uploading of documented data of antiquities in NMMA Templates designed for the purpose on the web site of NMMA on per template basis providing.**

Name of tendering Company/Firm/Agency: -----

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 manpower Company/Firm/Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
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.	Income Tax Returns for the last three years.	Copies		
6	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:

Signature of authorized person

Seal:  
Place

Full Name &



**17. 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:



**18. Financial Bid**

(for checking including uploading and conversion of documented data with images as per template of NMMA, on the web site of NMMA)

Sl. No.	Particular	Per Document (Template) Amount in INR	GST 18%	Total Amount Per Template in INR
1	Approx 14 Lakh Documented(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 the last 3 years shall be declared L1.
4. Order will be placed on 3 firms i.e. L1, L2, L3 vendors in the ratio of 50, 30, 20 after acceptance of L1 rates by L2, L3 vendors.

**Notes:**

1. The payment shall be made on conclusion of the calendar month only on the basis of no. of documents (templates) uploaded on the web site of NMMA.

**19. 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)





**20. DATA SECURITY CERTIFICATE**

(To be executed on Rs.100/- Non- Judicial Court Stamp)

I / We hereby certify that **Archaeological Survey of India** shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We certify that the digital topographical data will not be leaked / transferred to unauthorized persons / firms / misuse / misplace of the data in our custody during the contract period. I / We shall abide by all security and general instructions issued by Archaeological Survey of India or a person authorized by Archaeological Survey of India from time to time.

I / We also agree that any data pertaining to Archaeological Survey of India will be handed over / removed (as the case may be ) from my / our possession in the presence of person (s) authorized by Archaeological Survey of India after completion of the task.

Signature of the contracting agency

Name:

Date:

Signature & Address of the witnesses

(1)

(2)



**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**

Uploading of documented data of approx. 14 lakh antiquities (templates) on the web site of NMMA. The work involves checking of the documented data with images in respect of antiquities received in various formats viz. MS Excel, MS Word, MS Access, JPEG/Tiff format etc. (images in MB sizes) from various Data Resource Centers from different parts of India, getting converted into the template designed in NMMA software (Java) and to be uploaded on the web site of NMMA i.e. [www.nmma.nic.in](http://www.nmma.nic.in). Broadly the work involves following:

- (e) Data Entry in NMMA Web Application.
  - (f) Generation of Daily Report of Data Entry.
  - (g) Import of Data along with Images (resize if required) from different formats as received from various stakeholder e.g. MS excel, MS Word, MS Access, from Hard disk available in ASI (NMMA) office etc. into template designed in NMMA Web Application
  - (h) The data entry along with image upload may be done directly in the templates available in the NMMA web Application online.
17. The firm may have to use the services of software engineer (JAVA) (for supervision of data to be uploaded), and Data Entry Operators.
18. The firm may use the services of Expert Archaeology if required.





19. Firm has to make its own arrangements for Infrastructure such as computers, computer tables, High speed Internet connection and office space etc.

20. The payment will be made by NMMA on piece rate basis per template on monthly basis.

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 "Uploading of documented data of approx. 14 lakh antiquities (templates) including images" whereby second party vide its letter /communication /approval dated ....., have agreed to collaborate on said project with NMMA, ASI for Uploading of documented data of approx. 14 lakh antiquities (templates) including images on the web site of NMMA.

#### **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 **"Uploading of documented data of approx. 14 lakh antiquities (templates) including images on the web site of NMMA"**.

#### **SCOPE AND RESPONSIBILITIES**

Both the parties i.e. First and Second Party, accept the existence of the Project **"Uploading of documented data of approx. 14 lakh antiquities (templates) including images on the web site of NMMA"**.

The responsibilities of second party shall basically consist of **" Uploading of documented data of approx. 14 lakh antiquities (templates) including images on the web site of NMMA"**.

The work involves checking of the documented data with images in respect of antiquities received in various formats viz. MS Excel, MS Word, MS Access, JPEG/Tiff format etc. (images in MB sizes) from various Data Resource Centers from different parts of India, getting converted into the template designed in NMMA software (Java) and to be uploaded on the web site of NMMA. Broadly the work involves following:

- (i) Data Entry in NMMA Web Application.
- (j) Generation of Daily Report of Data Entry.



- (k) Import of Data along with Images (resize if required) from different formats as received from various stakeholder e.g. MS excel, MS Word, MS Access, from Hard disk available in ASI (NMMA) office etc. into template designed in NMMA Web Application
- (l) The data entry along with image upload may be done directly in the templates available in the NMMA web Application online.
- (m) The firm may have to use the services of software engineer (JAVA) (for supervision of data to be uploaded), and Data Entry Operators.
- (n) The firm may use the services of Expert Archaeology if required.
- (o) Firm has to make its own arrangements for Infrastructure such as computers, computer tables, High speed Internet connection etc.
- (p) First Party shall provide Office space.
- (q) 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**

21. The Second Party shall raise the bill, in triplicate, in respect of number of templates uploaded on the web site of NMMA, 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.
22. 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**

8. 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.
9. 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.

10. 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.
11. 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.
12. 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 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**

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 any extra expenditure for getting the work





done from other agencies along with forfeiture of PSD for breach of the agreement.

#### **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:

