

Section-1

Table – A: Time and Work Frame

FOR PROVIDING 01 (One) COMPUTER OPERATOR (MATRICULATE BUT NOT GRADUATE) TO METCALFE HALL, KOLKATA, ARCHAEOLOGICAL SURVEY OF INDIA, KOLKATA SUBCIRCLE KOLKATA

CRITICAL DATE SHEET

1.	Date of issue of Limited Tender	08.08.2017
2.	Last Date of Application for issue of Tender form against application fee Rs.500/-	24.08.2017 at 16.00 hours
3.	Last Date of Selling of Tender form	25.08.2017 at 16.00 hours
4.	Last Date of Submission of Bid	30.08.2017 up to 16.00 hours
5.	Date of opening of Bid	31.08.2017 at 14.00 hours
6.	Validity of Bid	120 days from the date of opening.

**F. No.M3/KC/01/2017-18/
Government of India
Office of the Superintending Archaeologist
Archaeological Survey of India
Kolkata circle, C.G.O. complex (4th floor)
Block-DF, Sector-I, Salt Lake City,
Kolkata – 700 064.
Web Site : www.asi.nic.in / www.asikolkata.in**

Date:

**LIMITED TENDER NOTICE
(Financial cum Technical bid)**

The Superintending Archaeologist, Archaeological Survey of India, Kolkata Circle, Kolkata, on behalf of the President of India, Invites item rate tender in sealed cover from the approved Company/Firm/Agency who have past experience of successfully completing similar **providing of 01 (one) no. Computer Operator at Metcalfe Hall, Kolkata, West Bengal** as per detailed below up-to **16.00 hours** on **30.08.2017** which will be opened on **31.08.2017 at 15.30 hours** in the Office of the Superintending Archaeologist, Archaeological Survey of India, Kolkata Circle, C.G.O. complex (4th floor), Block-DF, Sector-I, Salt Lake City, Kolkata-700 064.

Providing 01 (one) number Computer Operator

Sl. No.	Component of Rate	Amount in Rs. Per person/per day
i.	Daily Wages Rate including existing Dearness Allowance (in accordance with Minimum Wages Act, 1948) for Computer Operator (Matriculate but not Graduate)	
ii.	Employees Provident Fund @ 13.16% (i) above (as per rules)	
iii.	Employees State Insurance @ 4.75% of (i) above (as per rules)	
iv.	Contractor Service Charge @.....% of (i) above	
v.	Total of i+ii+iii+iv above	
vi.	G.S.T @.....% of (v) above (as per rules)	
vii.	Total of v+vi	
viii.	Total rate per person per month (26 x vii above)	

Estimated Cost:- Rs.1,18,846/- (Rupees One lakh eighteen thousand eight hundred and forty six only)

*** Prior experience of similar providing of Computer Operator is pre-requisite of the applicant/ tender, without which the tender papers will not be issued.**

*** QUALIFICATION AND REQUIREMENT FOR COMPUTER OPERATOR TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/ FIRM/ AGENCY PROPER DOCUMENTARY PROOF.**

1. He/ She should be a Matriculate but not graduate and completed 18 years of age.
2. He/ She should have good typing speed not less than 30 words per minute in English.
3. He/ She should be well conversant with the working of the computers and knowledge of MS Word, MS Excel and MS Power Point & E-Portal are essential.
4. His/ She antecedents should have been got verified by the agency from the local police authorities and a copy each of the character-in-Antecedent Report in respect of candidates may be furnished to this Department.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Superintending Archaeologist, ASI, Kolkata Circle, Kolkata requires quotations from reputed, well established and financially sound Manpower providing Companies/Firms/Agencies for providing Computer Operator to its Monuments/Officers at Circles.
2. The contract will be for a period from September, 2017 to March, 2018. The period of contract may further be extended depending upon satisfactory work on **monthly** basis.
3. The ASI has requirement for services of **01 (one) Computer Operator** who has essential qualification of Matriculate but not graduate and are well conversant with computers and essentially well trained in MS Word, MS Excel and MS Power Point & E-Portal. He/She should has English typing knowledge.
4. Bio-data of Computer Operator shall be submitted before commencement of services. Service Provider shall ensure that no Police/Criminal case is there against Computer Operator. The Service Provider shall be fully responsible for their integrity.
5. The tendering Companies/ Firms/ Agencies are required to enclose photocopies of the following documents, failing which their bids shall be summarily/ out-rightly rejected and will not be considered any further:-
 - (a) Registration certificate
 - (b) Copy of PAN/GIR card
 - (c) Copy of IT return filed for the last three financial years
 - (d) Copies of the EPF and ESI Registration certificates
 - (e) Copies of the G.S.T registration certificate
 - (f) Copy of registration with labour Department

- (g) Proof of annual turnover of the firm for the last 3 years ending on 31/03/2017.
(h) Declaration regarding black listing as per format attached.
6. Payment shall be made by Service Provider to Computer Operator by 10th of every month through Electronic Transfer without waiting for the bill of the past month to be cleared.
 7. Payment shall be made to the Contractor on monthly basis based on (i) Completion Certificate (ii) Attendance Record of Computer Operator.
 8. No placement charges shall be collected by the firm from the prospective candidates.
 9. In case any of the above provisions are violated, the Company shall be liable to be blacklisted from the Government of India.
 10. Tenders of the Companies/Firms/ Agencies who will not deposit earnest money **Rs.2,400/- (Rupees Two thousand and four hundred only) vide Demand Draft from any Nationalized Bank in favour of the "Superintending Archaeologist, Archaeological Survey of India, Kolkata circle, Kolkata"** and copies of the Registration Certificate and latest Income tax clearance certificate/Vat clearance certificate as per notification of Directorate of commercial taxes, West Bengal vide no. 1290 F.T. dated 31.07.2006 shall be summarily rejected.
 11. The competent authority reserves the right to accept or reject any or all tenders without assigning any reasons thereof. Conditions & Tender Forms can be obtained from the office of the Superintending Archaeologist, Archaeological Survey of India, Kolkata Circle, Kolkata between 10.00 to 16.00 hours on all working days on payment of **Rs.500/-(Rupees Five hundred only)** (non-refundable) upto **25.08.2017**. Last date of application for issue of tender form **24.08.2017** against the requisite fee.
 12. In case of public holiday declared on the opening date Tender the same would be opened on the next working day.

Terms and conditions of contract

General

1. The Contract may be extended on the same terms and conditions on monthly basis on satisfactory performance.
2. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract.
3. The tenderer will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.

4. ASI reserves right to terminate the contract during initial period also after giving three days' notice to the contracting agency in case of breach of terms of contract.
5. All the personnel for Computer Operator deployed in this Department will be paid their wages on monthly basis by the Company/Firm/ Agency through individual bank accounts and documentary evidence will be submitted to ASI before the end of each month. ASI shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider, besides other legal actions.
6. Whenever minimum wage is revised by the Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India contract and the consequential statutory payments shall automatically get revised keeping the Contractors Service Charge unchanged.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

7. The contracting agency shall ensure that the individual manpower deployed is physically fit to discharge duties of Computer Operator.
8. The Contracting Company/ Firm/ Agency shall furnish the following documents in respect of the individual Computer Operator who will be deployed by it in this Department before the commencement of work.
 - a. List of persons deployed;
 - b. Bio-data of the persons.
 - c. Attested copy of matriculation certificate containing date of birth:
 - d. Character certificate from two Group "A"/Class-I officers of the Central/State Government;
 - e. Certificate of verification of antecedents of persons by local police authority.
 - f. Identity Cards bearing photograph.
9. In case the persons employed by the successful Company/ Firm/ Agency commits any act omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, if required by the Department.
10. The tendering Company/ Firms/ Agency shall re0place immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Department.
11. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI if. The person deployed by the manpower Agency shall have to

mandatorily attendance of Biometric Attendance System. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, one-day wages shall be deducted.

12. The agency shall depute a coordinator who would be responsible for immediate interaction with ASI so that optimal services of the persons deployed by the agency could be availed without any disruption.
13. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day or leaving the job due to personal reasons.
14. It will be the responsibility of the service providing agency to meet transportation, food medical and any other requirements in respect of the persons deployed by it (agency).
15. The Service-providing Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed.
16. This Department shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
17. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
18. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc.
19. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
20. The manpower supplied under this Contract shall possess the qualification as mentioned in the tender.
21. Conditional bids shall not be considered and will be rejected in the first instance.
22. The Contract shall commence within 07 days of date of receipt of acceptance of the work order or within 10 days from the date of issue of work order whichever is earlier, by the Company/ Firm/ Agency.

23. In case the Company/ Firm/ Agency is asked to provide a substitute and it fails to do so within 3 (three) days then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.
24. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of ASI. The circumstances for change will be submitted in writing to ASI for approval in the first.
25. All assigned manpower will wear Identity card provided by ASI while performing all duties at the arranged place of work.
26. The contracting Company/ Firm/ Agency shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in ASI under the contract. Any such malpractice shall render the contracting Company/ Firm/ Agency liable for termination of contract.
27. The tenderer will be bound by the details furnished to the ASI while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract.
28. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
29. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by ASI. If a deployed resource is on leave then the vendor shall provide a suitable substitute.
30. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency are availed without any disruption.
31. It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the person deployed by it in the ASI will have no liability in this regard.
32. The Service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The ASI shall, in no way be responsible for settlement of such issued whatsoever.

LEGAL

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

36. **FORCE MAJEURE**

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

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (here in after referred to 'events') provided, notice of the happening of any such event is given by either party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the order in respect of such no-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".

37. **ARBITRATION**

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,

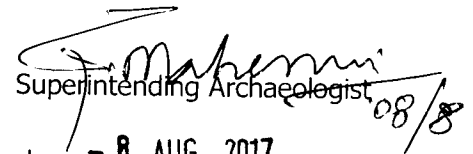
ASI and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration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

38. **APPLICABLE LAW**

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

COMPANY/ FIRM/ AGENCY MUST SUBMIT THE TENDERS DIRECTLY TO THIS OFFICE IN PERSONS OR BY POST WITHIN THE STIPULATED DATE.

Providing of Computer Operator should be completed within 07 days from the date of issue of work order.


Superintending Archaeologist 08/8

F.No.M3/KC/01/2017-18/ 2185

Dated : - 8 AUG 2017

To

1. OFFICE NOTICE BOARD, A.S.I., Kolkata Circle, Kolkata.
2. Office Notice Board, A.S.I., Kolkata Sub Circle (1), Metcalfe Hall, Kolkata.
3. The Web Manager, A.S.I., New Delhi.
4. Office Copy.