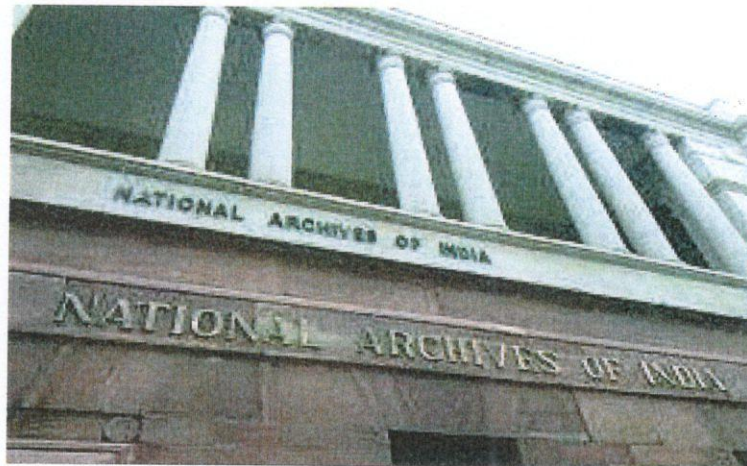


National Archives of India F. No 01-9/4/2020-PR-I



e-TENDER
FOR HIRING OF MANPOWER SERVICES
for
'CONSERVATION OF RECORDS'

National Archives of India,
Ministry of Culture, Government of India,
Janpath, New Delhi-110001
Tel: 91-11-23389819,23387509 & 23383436
Email: archives@nic.in
Web: <http://nationalarchives.nic.in/>

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TENDER DOCUMENTS

Notice Inviting E-Tender (NIT) for Hiring of Manpower Services for "Conservation of Records" at National Archives of India, Janpath, New Delhi.

1. BRIEF INFORMATION ON BID DOCUMENT

Tender No.	F.No. 01-9/4/2020- PR-I
Duration Of Contract	The initial period of contract will be for one year from the date of commencement of the actual work after signing of the contract (Memorandum of Agreement) for supplying manpower as specified in the tender document (Annexure-A). The period of contract may subsequently be extended on year to year basis maximum for a further period of two years subject to the satisfactory performance by the Agencies/vendors/Contractors on mutually agreed terms and conditions.
Last date and time of bid submission	18/09/2020 up to 17.00 hrs.
Date of opening of Bids	21/09/2020 at 15.00 hrs.
EMD	Earnest Money Deposit of Rs. 4, 25,000 (Rupees Four Lakh Twenty Five Thousand only) in the form of Demand Draft / Bank Guarantee only, drawn in favour of "The Director General, National Archives of India, New Delhi" payable at New Delhi. Not required – in-case of MSME/NSIC/SSI
Cost Of Tender Documents	INR 2,000/- (Rupees Two Thousand) only to be paid in the form of Demand Draft only, drawn in favour of "The Director General, National Archives of India, New Delhi" payable at New Delhi. Not required – in-case of MSME/NSIC/SSI
Address and Venue for the submission of Tender Fee and EMD	Director General, National Archives of India, Janpath, New Delhi – 110001

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National Archives of India F. No 01-9/4/2020-PR-I

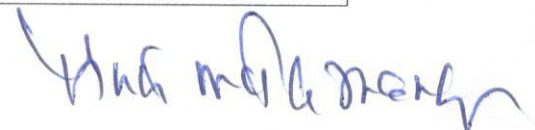
F. No 01-9/4/2020-PR-I
National Archives of India
Ministry of Culture
Government of India
Janpath, New Delhi -110001

2. Notice Inviting E-Tender (NIT) for Hiring of Manpower Services for “Conservation of Records” at National Archives of India, Janpath, New Delhi.

Date of Issuance of NIT:27/08/2020

Director General, National Archives of India (NAI) invites proposal from reputed & experienced Agencies/Vendors/Contractors through **electronic tendering (e-tendering)** for hiring of Manpower services for “Conservation of Records” at National Archives of India, Janpath, New Delhi.

i.	NIT No. & Date	No. 01-9/4/2020-PR-I, Dated :-27/08/2020
ii.	Time limit of the Work	The initial period of contract will be for one year from the date of commencement of the actual work after signing of the contract (Memorandum of Agreement) for supplying manpower as specified in the tender document (Annexure-A). The period of contract may subsequently be extended on year to year basis maximum for a further period of two years subject to the satisfactory performance by the Agencies/vendors/Contractors on mutually agreed terms and conditions.
iii.	Date of Publication of NIT	28/08/2020 at 13.00 hrs
iv.	Brief description of Work	Hiring of Manpower Services through outsourced agencies/vendors/ contractors for various categories of manpower such as Senior Conservator/Supervisor-Conservation (Highly-Skilled), Conservator (Skilled) and Conservation Attendant (Semi- Skilled) for “Conservation of Records” at National Archives of India, Janpath, New Delhi.
v.	Period for Downloading of Bidding Documents	From 28/08/2020 (13.00 hrs) to 18.09.2020 upto 17:00 hrs.
vi.	Seek Clarification Start Date & Time	28.08.2020 from 15:00 hrs. via e-mail only as given in the contact section.
vii.	Seek Clarification End Date & Time	11.09.2020 up to 12:00 hrs.
viii.	Bid Submission Start Date & Time	28.08..2020 from 15:00 hrs. (Online only at CPPP website: https://eprocure.gov.in/eprocure/app)
ix.	Bid Submission End Date & Time	18.09.2020 up to 17:00 hrs. (Online only at CPPP website: https://eprocure.gov.in/eprocure/app and physical copy of original EMD and Tender fee)
x.	Technical Bid Opening Date & Time	21.09.2020 at 15:00 hrs.



xi.	Financial Bid Opening Date & Time	To be notified after Technical Bid Evaluation. Agencies/vendors/ contractors who will qualify the technical bid will be intimated in respect of financial bid opening.
xii.	Place of Opening Bids	National Archives of India, Janpath, New Delhi-1
xiii.	Tender Fee	INR 2,000/- (Rupees Two Thousand) only to be paid in the form of Demand Draft only, drawn in favour of "The Director General, National Archives of India, New Delhi" payable at New Delhi. Not required – in-case of MSME/NSIC/SSI
xiv.	Earnest Money Deposit (EMD)	Earnest Money Deposit of Rs. 4, 25,000 (Rupees Four Lakh Twenty Five Thousand only) in the form of Demand Draft / Bank Guarantee only, drawn in favour of "The Director General, National Archives of India, New Delhi" payable at New Delhi. Not required – in-case of MSME/NSIC/SSI
xv.	Selection Process	The method of selection is QCBS Technical: 70% and Financial: 30%
xvi.	Bid Validity Period	90 days from the date of opening of Technical bid. However, the said validity period may be extended for a further period of 90 days if required.
xvii.	Mode of Tender Submission	Online (only at CPPP website: https://eprocure.gov.in/eprocure/app)
xviii.	E-tendering	Tender documents may be downloaded from CPPP site https://eprocure.gov.in/eprocure/app for submission of e-tender as per the schedule provided above in this table. However, the said tender may be viewed from National Archives of India website: http://nationalarchives.nic.in/ for reference.

Other details may be seen from the tender document. NAI reserves the right to cancel/withdraw this invitation for bids without assigning any reason and there shall be no liability whatsoever consequent upon such a decision.

Deputy Director of Archives
National Archives of India
Government of India
New Delhi
Telephone No.011-23388557
E mail:- ddf.nai-archives@gov.in

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3. Preface:

Director General of Archives, National Archives of India (hereafter NAI, Department/Office/Organization/Client) invites e-tender under two Bids System i.e. Technical Bid and Financial Bid from experienced, registered and authorized Manpower Agencies (hereafter bidder/agencies/vendors/contractors) for outsourcing the service of manpower to work in National Archives of India, Janpath, New Delhi for a period of one year (may further be extended on year to year basis maximum for further two years subject to satisfactory performance) in the category of Senior Conservator/Supervisor-Conservation (Highly-Skilled), Conservator (Skilled) and Conservation Attendant (Semi- Skilled) on the terms & conditions mentioned in the tender document.

4. Name and Address of the Authority:

Director General of Archives, National Archives of India, Janpath, New Delhi - 110001

Tel: 91-11-23389819,23387509,23383436

Email: archives@nic.in, Web: <http://nationalarchives.nic.in/>

ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

<https://eprocure.gov.in/eprocure/app> (for e-tendering)

<http://nationalarchives.nic.in/>(for reference only)

CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:

Assistant Director of Archives (Preservation): sutapa.chakravarty@gov.in

Tel: 91-11-23389819

Assistant Director of Archives (Administration): ada.admin-archives@gov.in

Tel. 91-11-23387509

Written queries can be sent by email at: archives@nic.in

5. Brief Details of the e-Tender:

	Name of the work & location	Details
i.	Tender reference no./ Title	F. No 01-9/4/2020-PR-I
ii.	Tender fee :	2,000/- (Rupees Two Thousand Only) (Non-Refundable).Not required – in-case of MSME/NSIC/SSI
iii.	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs.4,25,000/- (Rupees Four Lakh Twenty Five Thousand Only). Not required – in-case of MSME/NSIC/SSI.
iv.	Place of Payment	Director General of Archives National Archives of India, Janpath, New Delhi-110001

Sutapa Chakravarty

6. Submission of the e-Tender

- a. This Tender is an e-Tender; physical tender will not be accepted in hard copy.
- b. Tender submitted without tender fee will be treated as rejected or non-responsive.
- c. Tenders submitted without Earnest Money Deposit (EMD) are liable to be rejected.
- d. EMD and Tender Fee must be submitted in original on or before the last date of tender submission at National Archives of India, New Delhi.

7. Critical dates for E-Tender:

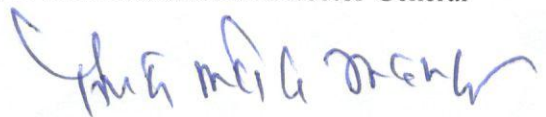
Date of publish	28.08.2020	13:00 hrs
Document download start date	28.08.2020	13:00 hrs
Document download end date	18.09.2020	17:00 hrs
Seek clarification start date	28.08.2020	15:00 hrs
Seek clarification end date	11.09.2020	12:00 hrs
Bid submission start date	28.08.2020	15:00 hrs
Bid submission end date	18.09.2020	17:00 hrs
Technical Bid opening date	21.09.2020	15:00 hrs

8. Period of Validity: 90 days from the date of opening. The bid validity period may be extended for a further period of 90 days if so required by this department.

9. Type of Bid: Two bid system (Technical & Financial)

10. Scope of Work:

- (a) To provide the requisite manpower in accordance with requirement mentioned at Annexure-A for "Conservation of Records" at National Archives of India, Janpath, New Delhi. The scope of work for each category of manpower will be as per the duties assigned in requirement of manpower list at Annexure-A.
- (b) The number of manpower may be increased or decreased at the option/ requirement of the office from time to time. The positions are indicative and National Archives of India may reduce or add position under manpower category as per the organization's requirement if need arises.
- (c) The remuneration for each category of manpower shall be in accordance with the order of the Ministry of Labour & Employment, Government of India on Minimum Wages Act. Statutory charges like EPF, ESIC, Bonus etc will also be application on minimum wages as per the orders of Government of India. The remuneration is for deployment of manpower from 9:30 AM to 6:00 PM including lunch of 30 minutes (working 5 days in week). However, the manpower, if required, shall attend office on Saturday, Sunday and other holidays (for emergency services) and also the beyond office hours for which no additional payment, allowance or conveyance shall be provided by NAI.
- (d) The contractor shall pay the minimum rate of wages as applicable in the latest orders of Ministry of Labour & Employment, Government of India (under minimum Wages Act) wherever specified for the positions detailed at Annexure 'A'.
- (e) Relaxation of age and other condition of manpower is sole discretion of Director General of Archives, National Archives of India.



11. Terms and Conditions for Contractor to Pay Wages to Deployed Manpower:

- (i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- (ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- (iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to National Archives of India with pay bill, EPF and ESI details.
- (iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the National Archives of India every month.
- (v) The normal time to make the payment by the National Archives of India is 5 to 10 days from the date of receipt of the bill.
- (vi) Contractor shall be capable to pay the wages as per tender document timely before 5th of every month from his own resources.
- (vii) Contractor shall be responsible to pay monthly wages up to 02 months from his own resources in case of delay in payment by National Archives of India due to unavoidable circumstances.
- (viii) The deployed manpower may be the employee/contractual employee of the bidder firm but they cannot be employee of National Archives of India.
- (ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- (x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification to that effect. In case of delay, separate arrear bills shall be submitted.
- (xi) Requisite manpower shall be provided within 5 working days from the acceptance of the contract.

12. Terms and Conditions for Deployed Manpower:

- (i) The deployed manpower will get the benefit of Gazetted holidays as notified/ declared by Government of India, New Delhi. Any other leave if admissible to the contractual staff as per the orders of Government of India will also be extended to the contractual staff engaged in NAI through outsourcing.
- (ii) The deployed manpower has to work from Monday to Friday during office hours from 9.30a.m. to 6.00 p.m. with a lunch break for half an hour, i.e. from 1.30 pm to 2.00 pm.
- (iii) Deployed manpower may be the employee/contractual employees of the Contractor's firm but they cannot be employee or servant of National Archives of India.
- (iv) The manpower shall complete the assigned task and stay beyond office hours and National Archives of India shall not pay for such late stay.
- (v) The contractual staff shall not claim any facilities or claims applicable for payment to regular employee at any time.
- (vi) That the person deployed should not be below the age of 18 years old.



- (vii) Personnel offered by the successful agency will be selected for engagement by NAI on the basis of the skill/practical test to be conducted by this department before deployment and only personnel who qualify in the skill/practical test will be deployed.

13. Earnest Money Deposit (E.M.D.):

- A. Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.4,25,000/- (Rupees Four Lakh Twenty Five Thousand only) in the form of Demand Draft / Bank Guarantee only, drawn in favour of "The Director General, National Archives of India, New Delhi" payable at New Delhi. The EMD shall be submitted in a sealed envelope. The EMD of all the unsuccessful bidders will be returned once the selection/approval of lowest one bidder/bidders (L-1) is completed by National Archives of India. The firms/bidders registered with MSME/NSIC/SSI will be exempted from EMD deposit on production of certificate from the concerned authority.
- B. Interest shall NOT be payable on the Bid Security / Earnest Money deposit.

14. Security Deposit cum Performance Guarantee:

Security deposit cum Performance guarantee is 5% of the total contract value initially for one year and further renewal depending on further extension of the firm. Security deposit cum Performance guarantee shall be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee only, drawn in favour of "The Director General, National Archives of India, New Delhi" payable at New Delhi., having validity of 14 months after signing of contract. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

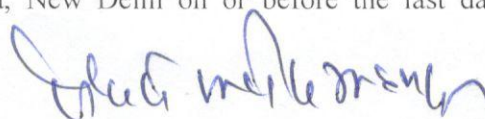
Security deposit cum Performance guarantee will be released by National Archives of India, New Delhi after the successful completion of the assigned contract. Security deposit/Performance guarantee can be forfeited (partly/ fully) in case of breach of any term and conditions of the contract/MoA depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

15. Procedure for Submission of Online Bids:

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> Bidder/agencies/vendors/contractors are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document.

Technical Bid (**Format-I**): Bidders are requested to upload the required scanned copies of the relevant documents/files as per the following:

- i. Scanned copies of all information/documents in single PDF file as per "QUALIFYING INFORMATION" mentioned below (**Refer to Sl.No.15 and 19**).
- ii. Colour Scanned copy of Demand Draft / Bank Guarantee for an amount of Rs.4, 25,000/- (Rupees Four Lakh Twenty Five Thousand Only) towards Bid Security (EMD) **and** Colour Scanned copy of Demand Draft of **Rs. 2000/- (Rs two Thousand only) towards Tender fee**. Original copy of Demand Draft / Bank Guarantee should be submitted to National Archives of India, New Delhi on or before the last date of submission of bid.



- iii. Financial Bid (**Format-II**): Bidders are requested to upload in e-procurement portal in the prescribed bid Format-II.

16. Technical Bid: Eligibility Conditions:

The tendering Company/Firm/Agency/Contractor/Vendor shall fulfill the following technical specifications for Technical Bid:-

- (i) The manpower Company/Firm/Agency/Contractor/Vendor shall have at least two years' experience in supplying similar kind of professional manpower (senior Conservator/ Supervisor-Conservation, Conservator and Conservation Attendant) as specified in the list of manpower required for the present bid at **Annexure-A**.
- (ii) The Company/Firm/Agency/Contractor/Vendor shall have average financial turnover of at least Rs. 3Crore per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency/Contractor/Vendor shall have been registered with the appropriate Government registration authority.
- (iv) The Head Office/Branch Office of the manpower Company/ Firm/Agency/ Contractor/Vendor shall be located in Delhi/New Delhi.
- (v) The Company/Firm/Agency/Contractor/Vendor shall have been registered with the Income Tax and GST Department.
- (vi) The Company/Firm/Agency/Contractor/Vendor shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (vii) Company/Firm/Agency/Contractor/Vendor shall declare that the services of all kind of Manpower specified in the list shall be provided as per terms & conditions by submitting an undertaking to this effect.
- (viii) The Company/Firm/Agency/Contractor/Vendor should submit the 'Tender Acceptance Letter' as per **Annexure-C** along with the e-tender.
- (ix) The Company/Firm/Agency/Contractor/Vendor should not have been blacklisted by any organisations. Undertaking to this effect should be submitted by the competent authority of the Company/Firm/Agency/Contractor/Vendor as per **Annexure-D**.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned above.

17. Evaluation Criteria:

- (i) Technical and financial Bid will be opened online by Designated Evaluation Committee in presence of bidders.
- (ii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid through Quality and Cost Based Selection (QCBS) will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- (iii) Price quoted in financial bid will be announced to bidders.
- (iv) Designated Evaluation committee of the department will evaluate the Technical and Financial Bid and submit their observations/recommendations to the competent authority.
- (v) On the approval of Competent Authority, technically and financially qualified bidder/bidders name will be declared as Lowest One (L-1).
- (vi) The bidders score in the financial bid will be determined based on **total monthly expenses** quoted for the salary of the required manpower including ESI, EPF, Bonus, Administrative/Service charges of the Company/Firm/Agency/Contractor/Vendor, GST/other statutory taxes if any as applicable.

total monthly expenses

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- (vii) The financial bid having Rupee zero, NIL, fraction of rupees as Contractor/ Administrative/Service charges may lead to the summarily rejection of the financial bid. Agency Charges per month (lump sum) (should be inclusive of overheads, profits, service charges etc.,) should not be less than TDS deducted at source of monthly bill as per the TDS calculation in Government of India. The bidder shall quote percentage up to 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then up to two decimal points only be considered without rounding up.
- (viii) In case two or more bidders offer same price for the total monthly expenses as referred at para (vi) above in the financial bid, then the other technical evaluation criteria as detailed in the Technical Evaluation Criteria section (**at para-19**) will be considered to select the L-1 bidder. National Archives of India reserves the right to split the work contract among two or more bidders considered as L-1, if so required keeping in view of the number of manpower required for the said contract.
- (ix) In case of more than one successful bidder (after final evaluation of both the technical and financial bid), the tender may be split proportionately among the bidders. The decision of the Director General of Archives in this regard shall be final and binding.
- (x) The rates in the financial bid should be strictly as per **Format II**.

18. Bid Opening Procedure

- (a) The Technical Bids shall be opened by tender opening committee on 17.09.2020 at 15.00 hrs of the Department, in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- (b) The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the tender opening committee.
- (c) A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- (d) Absence of bidder or their representative shall not impair the legality of the opening procedures.
- (e) After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- (f) Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, fulfilling the criteria set as per tender document by the Tender Opening Committee. However, subsequent detail technical evaluation shall be done only in respect of valid Bid.
- (g) The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified/conveyed telephonically. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered. National Archives of India has plenary authority to postpone the date fixed for opening of bids due to any unforeseen circumstances/issues, if any.

19. Clarification on Technical Bid Evaluation

- (a) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- (b) If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.



(c) Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as proof of their claim in respect of technical/ financial/general eligibility for the present bid.

20. Technical Bid Evaluation (Based on QCBS)

- (i) The client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- (ii) The evaluation of tenders shall be done on weightage with 70% to technical evaluation and 30% to financial evaluation.
- (iii) During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified in the tables below. The Technical Bid evaluation shall be done based on the following criteria:

A. Number of years in Operations (certificate to be produced in respect of first work order)	Max. Marks 15
(a) Up to 3 years	05
(b) Exceeding 3 years & up to 5 years	07
(c) Exceeding 5 years & up to 08 years	10
(d) Exceeding 08 yrs	15

B. Net Worth (Certified copy from CA firm is required)	Max. Marks 20
(a) Up to 50 Lakhs	10
(b) Exceeding 50 Lakhs & up to 1 Crore	15
(c) Exceeding 1 Crore	20

C. ESIC & EPF subscription deposited by the vendor/agency for the manpower during the period, i.e. December 2019 to May 2020	Max. Marks 10
(a) Up to 50	05
(b) Exceeding 50 & up to 100	07
(c) Exceeding 100	10

D. *No. of years of experience in Govt. Sector/PSU/ Autonomous Bodies of Central Govt./Supreme Court/ High Court/ Tribunal under Central Government/Embassy	Max. Marks 20
(a) Up to 3 years	05
(b) Exceeding years 3 & up to 05 yrs	10
(c) Exceeding 05 years & up to 07 years	15
(d) Exceeding 07 years	20

E. Quality related marks	Max. Marks 20
(a) ISO 9001:2015	05
(b) ISO 14001:2015	05
(c) OHSAS 18001:2007	10
(d) Both (a) and (b)	10

e) All (a), (b) and (c)	20
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F. Average Annual Turnover for the last three financial years (2016-17, 2017-18, 2018-19)	Max. Marks 15
(a) up to 01 Crores	05
(b) Exceeding 01 Crores & up to 02 Crores	10
(c) Exceeding 03 Crores	15

*A Certificate to the effect that the entity has provided satisfactory service has to be furnished from the concerned Department Organization for the purpose of consideration under this category.

(v) A Bidder should secure mandatorily a minimum of 55% marks (i.e. 55 marks out of total 100 marks as per para-iv above) in technical evaluation in order to be a qualified bidder for being eligible for technical weightage and subsequently for opening of financial bids.

(vi) The total marks obtained by a Bidder in the Technical Bid (as per para-iv above) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

(a) If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para-18 (iv) above, his technical evaluation value shall be: 56, i. e. (80 x 70%)

(b) The Bidder shall be required to produce attested copies of the relevant documents in support of para-18 (iv) above in addition to the other documentary evidences submitted in support of the general eligibility of the bidder.

(c) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para-18 above. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened by the tender opening committee.

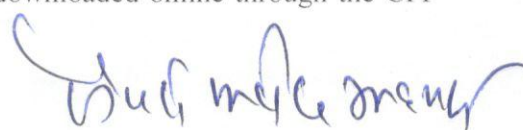
- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in support of proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

The bidder(s) who will qualify in the technical evaluation stage shall only be considered for opening of Financial Bids by the tender opening committee.

21. Financial Bid Opening Procedure

(a) The Financial Bids of all the technically qualified bidders shall be opened by the tender opening committee in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

(b) All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on Financial Bid downloaded online through the CPP portal.



(c) Absence of bidders or their authorized representatives shall not impair the legality of the process. The financial bid price as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error if any in the financial bid.

(d) Merely becoming the lowest bidder in the Financial Bid, prior to detailed scrutiny of the Financial Bid by the designated bid opening committee, will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 15, 18 and 20.

22. Financial Bid Evaluation and determination of the successful bidder
(Technical+Financial)

(a) The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

(b) For the purpose of deciding L 1, L2, ... etc. in the financial bid, **the total monthly expenses quoted for the salary of the required manpower including ESI, EPF, Bonus, Administrative/Service charges of the Company/Firm/Agency/Contractor/Vendor, GST/other statutory taxes if any as applicable will be considered** as given in the Format-II (Financial Bid).

(c) The Bidder with the Lowest Bid Prices (L 1) shall be assigned full 30 marks and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder in the financial bid and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

(d) The financial scores of the other bidders (i.e. L-2, L-3 ... so on) shall be computed as under:
Financial Score= $30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 or L3)}$ Financial scores of the bid shall be calculated as explained at Illustration 3 below:

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs. 125, therefore 30 being the weighted value, the financial scores for L-2 shall be computed as under
Financial score of the Bidder= 30×100 (lowest prices by L 1)/125 (quoted prices by L2)=24

Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

(e) The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical and Financial Evaluation.

(f) The Bidder meeting the minimum eligibility criteria and with the highest marks in the evaluation process (Rank-I) (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.

(g) If there is a discrepancy between words and figures, the amount in words shall prevail.

23. General Instructions:

- (i) Interested Parties shall submit their tenders online after inspection of the premises to understand the work culture of the department, if interested. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holidays) till the last date of download of Tender.
- (ii) National Archives of India reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- (iii) If the Rates quoted in the financial bid are less than the minimum wages as per the orders of Ministry of Labour & Employment, Government of India w.e.f. 01.04.2020, the bid will be rejected.
- (iv) National Archives of India shall not receive any physical document/hardcopy except the original draft/bank guarantee as EMD and Tender fee.
- (v) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering Company/Firm/Agency within 07 days from the receipt of the order or 10 days from the date of issue of the said order whichever is earlier. The contract will continue initially for a period of one year from the date of award of work order and may be renewed for further period of two years unless it is curtailed or terminated by National Archives of India owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- (vi) 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.
- (vii) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for all specified category on the same terms and conditions in reasonable time.
- (viii) Personnel offered by the successful agency will be selected for engagement by NAI on the basis of the skill/practical test to be conducted by this department before deployment and only personnel who qualify in the skill/practical test will be deployed.
- (ix) All selected manpower shall possess Identity Card provided by the contractor every day during working hours.
- (viii) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any 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 in Delhi jurisdiction only.
- (ix) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress and abide by rules of Government of India.
- (x) The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure "B" before the execution of the work order.



- (xi) All the documents should be digitally signed by the Tenderer.

24. Period of Contract/ Termination Notice:

The contract shall be valid initially for a period of one year from the date of award of work order. This contract may be renewed for a further period of two years (year to year basis) on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving three months prior notice in writing.

25. Right to Accept or Reject Tender:

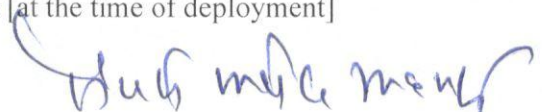
- (i) The right of acceptance of tender will rest with National Archives of India.
- (ii) National Archives of India reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

26. Bidder to Get Informed Himself Fully:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

27. Liabilities, Control etc. of the Persons Deployed:

- (i) The contracting Company/Firm/Agency shall ensure that the individual manpower under specified category deployed to work in National Archives of India, New Delhi conform to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting Company/Firm/Agency shall provide Curriculum-Vitae of each person deployed by him in format prescribed by this office.
- (iii) The contracting Company/Firm/Agency shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- (iv) National Archives of India, New Delhi have five working days (i.e. Monday to Friday) in a week from 9.30 a.m. to 6.00p.m. with a lunch break of half an hour from 1.30 p.m. to 2.00 p.m. Besides this, the Department observes Gazetted holidays notified by the Government of India.
- (v) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual manpower as per category given deployed by them in this office in the given time limit:
- a) List of persons deployed.[at the beginning of the contract]
- b) Curriculum-Vitae with antecedents details of the persons deployed-
[at the time of deployment]
- c) Birth proof of the candidates- [at the time of deployment]
- d) Copy of Aadhaar Card of the candidates [at the time of deployment]



- e) Identity Cards issued by contractor bearing photograph - [within 10 days]
f) Identity proof and residential proof- [at the time of deployment].
g) Contract agreement duly signed as per **Annexure "B"**.
- (vi) In case, the person employed by the contractor commits any act of omission/ commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such person, including removal from the site of the work. The contractor will also provide suitable replacement of the contractual staff in case of removal of any of the contractual staff.
- (vii) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (vii) The office hours for the person deployed are 9.30 am to 6.00 pm. Manpower is not entitled for any leave. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
- (viii) All the issues related to contract, monthly payments etc shall be communicated and processed through the Authorized officer of National Archives of India.
- (ix) The contractor shall provide a substitute within 05 working days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 05 working days will attract pre-agreed liquidated damages @ Rs.500/- per day on the service-providing agency.
- (x) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- (xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xiv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

28. Legal:

- (i) The contractor shall pay the minimum rate of wages (for the categories identified in Annexure 'A') as per Minimum Wages Act of Government of India, Ministry of Labour & Employment, EPF, ESI Act etc. National Archives of India shall not incur any liability for any expenditure whatsoever on persons employed by the agency on account of any obligation. The agency will require to provide particulars of EPF, ESI of its employees engaged in this office.



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- (ii) The contractor shall be responsible for timely payment to the supplied manpower and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance, Bonus etc. in respect of the persons deployed by them in this office.
- (iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iv) 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 office or any other authority under law.
- (v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- (vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The contractor shall keep National Archives of India, New Delhi indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the National Archives of India, New Delhi in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of National Archives of India, in the standard format, in this regard. The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- (viii) Disputes & Differences:
Decision of Director General, National Archives of India regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract is subject to jurisdiction of Delhi.

29. Mode of Payment:

- a. The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by authorised officer of National Archives of India in respect of the persons deployed and submit the same to the concerned officer of National Archives of India in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month.
- b. The claims in bills regarding Employees State Insurance, Provident Fund, Bonus etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.
- c. A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.



30. Force Majeure:

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

Chunankar manur

FORMAT – 1

TECHNICAL BID

1. For providing manpower as per **Annexure 'A'** to the NAI, New Delhi.
2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
3. Name of the Proprietor /Director of Company/Firm/Agency
4. Full Address of the Registered Office (with telephone/Fax number and e-mail ID:
5. Full Address of the Branch Office (with telephone/Fax number and e-mail ID:
6. Banker of Company/Firm/Agency _____
(Full Address) _____
(Attach certified copy of statement _____
of A/c for the last three years)
Telephone Number of Banker _____
7. PAN/GIR No. _____
(Attach attested copy)
8. GST Registration No. _____
(Attach attested copy)
9. E.P.F. registration Number _____
(Attach attested copy)
10. E.S.I. Registration Number _____
(Attach attested copy)
11. Average Financial turnover of the tendering Company/Firm/Agency for the last three financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2016-17		
2017-18		
2018-19		

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

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (in Lakhs)	Duration of Contract	
				From	To
1					
2					
3					

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

13. Confirm that services of at least 02 out of 03 categories mentioned in Annexure 'A' is covered/ supplied by the agency. (Yes/No)



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14. Certificate that service of all kind of manpower category specified in Annexure 'A' shall be provided.
15. Additional information, if any (Attach separate sheet, if required).
16. Declaration for blacklist.
17. Partnership deed.

Signature of authorized person

Name: _____

Seal: _____

Date:

Place:

DECLARATION

1. _____ Son/Daughter/Wife 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 including Contract Agreement (Annexure 'B') and undertake to abide by them:
3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. 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:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:



FORMAT – 2								
FINANCIAL BID								
Tender Inviting Authority: National Archives of India, Janpath, New Delhi								
Name of Work: FOR HIRING OF MANPOWER for 'Conservation of Records'								
Reference No: National Archives of India/_____								
Name of the Bidder/Bidding Firm/Company:								
PRICE SCHEDULE								
(This format must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Supply of Manpower.								
FORMAT – 2								
Financial Bid								
1. For Providing manpower to National Archives of India, Janpath, New Delhi								
2. All the manpower deployed in National Archives of India shall be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency. Monthly wages to be paid to deployed manpower will be as per rates of minimum wages, Ministry of Labour & Employment, Government of India for scheduled employments in the NCT of Delhi in compliance with extant order on the date of online publication.								
Sl. No.	Manpower Description and Number of Manpower required	Monthly Minimum wages as per Minimum Wages Act	Employees Provident Fund (EPF) @ (as per existing latest order of Government of India)	Employees State Insurance (ESI) @ (as per existing latest order of Government of India)	Service Charges/ Admn. Charges of the Contractor / Vendor/Agency	Any other liability including all legal liabilities including bonus etc. (Pl. Indicate (as per existing latest order of Government of India)	Total amount per person for each category of contractual staff per month	Total expenses per month for each category of total required manpower
A	B	C	D	E	F	G	H	
1.	Senior Conservator/Supervisor- Conservation (Highly Skilled) - 3							
2.	Conservator- 44 (Skilled)							

Subulal Kumar

3.	Conservation Attendant -6 (Semi-Skilled)							
Total amount of expenses in figure (INR) per month for the total number of manpower in each category including expenses stated at Col. C to G.								
Total amount of expenses in words (INR) per month for the total number of manpower in each category including expenses stated at Col. C to G.								
Date:		Full Name:						
Place:								
Notes:								
<p>1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract.</p> <p>2. Average number of days in a month may be calculated on the basis of total number of days in a year divided by number of months in a year, i.e. $365 \text{ days} / 12 \text{ months} = 30.4 \text{ days}$.</p> <p>3. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower including Saturday/Sunday and other Gazetted holidays.</p>								

Signature

Annexure - AQualifications, duties and number of the Manpower required for Conservation of Records

Sl. No.	Description	No of manpower Required	Minimum Educational qualification and experience.	Nature of duties
1.	Senior Conservator/ Supervisor-Conservation (Highly Skilled)	3	<ol style="list-style-type: none"> 1. Graduate (B. Sc) with Physics or Chemistry. 2. Five (5) years minimum experience in the Conservation of records. 3. Certificate or diploma in the field of conservation from a recognized institute. 4. Basic computer knowledge in respect of MS Word/ Excel/ Power point and Internet. 	<ol style="list-style-type: none"> 1.Receiving the job, entering in appropriate registers, distributing the work to the Conservators. 2. Preparation of various reports. 3.Ensuring the quality and quantity of the work. 4. Maintaining proper work allocation registers. 5. Ensuring the stitching and binding and sending it to various branches with receipts. 6.Making available the preservative materials and keeping track of their use. 7. Any other job assigned as and when required in the relevant field.
2.	Conservator (Skilled)	44	<ol style="list-style-type: none"> 1.12th Pass 2.Three (3) years minimum experience in the conservation of records. 3.Certificate or diploma in the field of conservation from a recognised institute. 	<ol style="list-style-type: none"> 1. On receiving the job, pagination, de-acidification, removal of patches, assembling of pieces of documents wherever necessary, 2. Doing the restoration using any of the standard methods. 3. Stitching and binding of the documents, maintaining proper diary on job undertaken 4. Ensuring the target of repair of 50 sheets per day per person 5. Any other job assigned as and when required in the relevant field.
3.	Conservation Attendant (Semi-Skilled)	6	<ol style="list-style-type: none"> 1. 10th pass. 2. Certificate course in servicing and repair of records or any other relevant certificate course in the field of Conservation documents/Books; or	<ol style="list-style-type: none"> 1. Assisting all the conservators in their respective job. 2. Preparation of various pastes, like, CMC paste, maida paste etc. 3. Maintaining clean environment in the entire work place, 4. Bringing the materials for conservation to the Conservators.

Sd/-

			One Year work experience in the relevant field	5. Handing over the finished job to the respective branches 6. Any other job assigned as and when required in the relevant field.
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ANNEXURE 'B'
CONTRACT AGREEMENT

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

Agreement
Between
National Archives of India (NAI)
Ministry of Culture, Govt. of India
And

M/s., Delhi

This Agreement is made on theday of in the year 2020

Between

The President of India through authorized signatory, Director General of Archives, National Archives of India, Janpath, New Delhi-110001 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

M/s., Delhi through authorized signatory, Shri, (designation of the authorized signatory)..... having its office at (complete address with pin code, 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 Manpower Agency for engagement of manpower for the Conservation of Records of Government of India.

1. SCOPE AND RESPONSIBILITIES

The scope of work and terms & conditions are as detailed in the tender document. Any other responsibility to be taken up through mutual understanding between first party and second party shall also form part and parcel of this Agreement through executed Addendum at appropriate stage.

2. Work Allocation

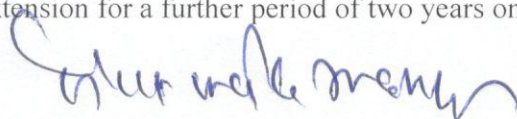
As per the job orders, the second party will provide/supply the following personnel to carry out the work for "Conservation of Records" at National Archives of India as indicated in the scope of work and terms and conditions etc. in the tender document.

- (a) Senior Conservator/ Supervisor- Conservation – 3
- (b) Conservator – 44
- (c) Conservation Attendant – 6

The outsourced contractual staffs deployed by the Second Party may be assigned any other works for "Conservation of Records" by the Section In-Charge/ Divisional heads in addition to the works specified in the tender document.

3. DURATION

The duration of the SERVICES shall be for a period of one year, i.e. from2020 up to the end of 2021. However, the first party reserves the right to foreclose the services 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 a further period of two years on year



to year basis after due review of the ongoing job undertaken by the second party at the expiry of the present Agreement, depending upon the administrative requirement/constraint, at the sole discretion, which may or may not be exercised by the first party. In case of any further extension beyond the above mentioned period, the same will be adhered to as per clause indicated in the terms and conditions of the tender document.

4. DATE OF IMPLEMENTATION

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

5. PAYMENTS

The Second Party shall raise the bill, in triplicate, in respect of a particular month in the first week of the next month. The payment will be normally released by the third week of the following month in e-mode after deduction of taxes deductible at sources under the laws in force and as governed by the provisions of General Financial Rules – 2017.

Payment to the service provider will be made only after the certification by the officer concerned that the services delivered by the outsourced staff deployed by the Second party are satisfactory. No wage/ remuneration will be paid to any staff for the days of absence from duty.

6. Minimum Wages and Tax

The minimum wages, Contribution of EPF & ESI, Bonus etc. will be applicable as per Central Government guidelines and orders. The GST is also applicable as per government rule and orders.

7. RECORD SECURITY

Second Party will have to provide Police Verification of manpower and will ensure the safety and security of the data while handling in the premises of NAI and thereafter. Second Party will be responsible for accidental or intentional damage, leakage, modification, destruction or disclosure of the data.

8. TERMINATION/FORECLOSE

The First Party shall have the right to foreclose/terminate the work contract at any time with due notice to the second party as per the term and conditions of the tender document.

9. 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.

10. SECURITY DEPOSIT

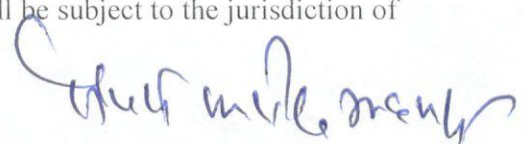
The second party will submit a security deposit of 5% of the contract value in the form of Fixed Deposit from any commercial bank/Bank Guarantee favouring the first party for a period of 14 months as per the relevant clause mentioned in the tender document.

11. 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 Director General, NAI 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.

12. JURISDICTION

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



13. 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.

14. 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 goals of the Agreement.

15. 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. Both the Parties shall use the name and logo of either party 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.

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.

It is agreed between the parties that they shall comply with relevant rules and regulations. 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.

Signed for and on behalf of
the National Archives of India

Signed by the said contracting agency
M/s

in the presence of : -

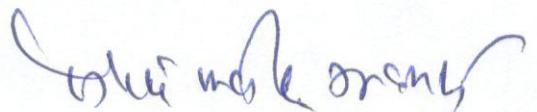
in the presence of : -

1st Witness Address:

1st Witness Address:

2nd Witness Address:

2nd Witness Address:



Annexure- C
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:

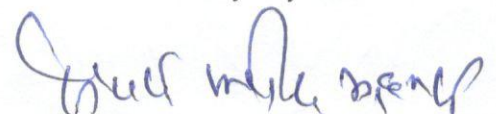
as per your advertisement, given in the above mentioned website(s).

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/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

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



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6. 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/ organisation 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)

Chud meke maula

Annexure-D

Declaration of Non Blacklisting

(on non-judicial stamp paper of Rs.100/- or on the Letterhead of the Company)

I _____ Proprietor/Director/Partner/Authorised Signatory of the company/firm M/s _____ do hereby solemnly affirm that our firm M/s _____ has not been currently blacklisted by any Central or State Government Organization or PSU or other public funded government institution and have not faced forfeiture of EMD/ PBG by any organization/ institution during the past three years.

Name of the Bidder:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:.....

Place: _____

Date: _____

