

363802 Maintenance of PLT PAONTA

W-5

PROCUREMENT OF CIVIL WORKS

THROUGH

REQUEST FOR QUOTATION

(RFQ)/SHOPPING PROCEDURES

(Lump sum and percentage rate tender)

(Two-Envelope with e-Procurement)

(For Contracts valued less than the equivalent of US \$ 100,000 each)

April2018

REQUEST FOR QUOTATIONS

Procurement of Works under RFQ/Shopping Procedures

E-Procurement Notice *(Two-Envelope with e-Procurement Bidding Process)*

Project: INTEGRATED DEVELOPMENT PROJECT (IDP) For Source Sustainability and Climate Resilient Rain-fed Agriculture

Contract title: -Maintenance of Plantation 1st year DLT in different Gram Panchayat of APO Unit Paonta Sahib of Sirmaur Distt.

RFQ No: 716

DATED: 3rd August 2023

Applicable Procurement Guidelines/Regulations Date: April 2018

1. Government of India has received/has applied for/intends to apply for financing from the World Bank towards the cost of the **INTEGRATED DEVELOPMENT PROJECT (IDP) For Source Sustainability and Climate Resilient Rain-fed Agriculture** Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotations is issued. The District Project Officer (Integrated Dev. Project) Sirmaur at Nahan invites quotations electronically from eligible bidders for construction of the following works.

STEP REF NO: IN-DPO, NAHAN-363802-CW-RFQ

Job No.	Name of work and GP	Approximate value of Works (Rs.)	Bid Security	Bid Price	Period of Completion
P-1/Maint. 1 st yr/DLT/23-24	Maintenance of plantation 1 st year DLT in various GPs under APO Paonta Sahib	6,05,000/-	30500/-	500/-	20 days

2. This e-Procurement notice includes the following documents¹ to facilitate preparation and submission of quotations, criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders. Implementing Agency has not issued a separate RFQ document for this purchase/ work. The e-Procurement notice including the various documents and forms to be filled etc. can be downloaded free of cost by logging on to the website www.hptenders.gov.in. The bidders would be required to register in the website which is free of cost.

- i. Layout Drawings of the works;
- ii. Structural Details;
- iii. Detailed Bill of Quantities, with estimated rates and prices;
- iv. Technical Specifications;
- v. Instructions to Bidders;
- vi. Qualification Information;
- vii. Format for Submission of Quotation;
- viii. Criteria for Evaluation and Award of Contract;
- ix. Relevant Forms; and
- x. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

¹ IA (Implementing Agency) to modify the list of documents as required.

3. For submission of Quotation, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA's from the link (www.cca.gov.in). Bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.hptenders.gov.in.
4. Quotations, both Technical Part and Financial Part shall be submitted on www.hptenders.gov.in on or before as detail below. Any quotation or modifications to quotation received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of quotations. The 'Technical Part' of the Quotations will be opened online on as per detail below. This can also be viewed by the bidders online. The electronic summary of quotation opening of technical part will be generated and uploaded online.

Description	Date		
Date of online publication	3 rd August, 2023, 18:00 hours		
Cost of tender form	Pay the Non-Refundable tender form fee Rs.300 (three hundred) only up to 5 lac and 500/- (Five hundred) up to 7.5 Lac, Rs 1000 (One Thousand) upto 10 lac and Rs. 2000/-upto 20 lac through E-Challan Go HP payable under Head 0070-60-800-17Other Receipts E-Procurement of tender fee (nonrefundable) in DDO SMR 00-977 District Project Officer Nahan		
Earnest Money Deposit (EMD) (Bid security)	P-1/Maint. 1 st yr/DLT/23-24	Maintenance of plantation 1 st year DLT in various GPs under APO Paonta Sahib	30500/-
Bid Submission Start Date	3 rd August, 2023, 18:00 hours		
Last Date for Submission of Bid	9 th August, 2023, 17:00 hours		
Last Date of Physical submission of EMD/ E-Challan & technical bids	10 th August, 2023, 11:00 hours		
Date of opening of the Technical Bids	10 th August, 2023, 12:00 hours		
Date of opening of Financial Bids	Will be notified after finalization of technical scrutiny and intimated in due course of time.		

5. If the implementing agency's office happens to be closed on the date of opening of the Quotations as specified, the 'Technical Part' of the Quotations will be opened on the next working day at the same time. The Financial Parts of the Quotations shall remain unopened in the e-procurement system, until the subsequent online opening, following the evaluation of the Technical Parts of the Quotations.
6. Other details can be seen in the RFQ document. The implementing agency shall not be held liable for any delays due to system failure beyond its control. A Bidder requiring any clarification of the RFQ document may notify the Implementing agency online or may visit the office of the implementing agency at the address given below.

(Dr.Pradeep Kumar)HPFS
District Project Officer,
Integrated Development Project,
Sirmaur at Nahan (H.P.) 173001
Phone : 01702-292813
dponhn@gmail.com
www.hpdp.org

Instructions to Bidders (ITB)

SECTION - A

1. Scope of Works

The District Project Officer (Integrated Dev. Project) Sirmaur (Employer) invites quotations for the construction of works as detailed in the table given below

<i>Maintenance of 1st year Plantations under of APO Unit Paonta of Sirmaur Distt.</i>				
Job No.	Name of APO Unit	Name of work and GP	Approximate value of Works (Rs.)	Period of Completion
P-1/Maint. 1 st yr /DLT/23-24 363802	Paonta Sahib Under Cluster-2	1.Maintenance of plantation 1 st year DLT at RF Chandpur 4Ha & RF Beas 4 ha, in GP Kotri Bias 2.Maintenance of plantation 1 st year DLT at RF Jhara 4Ha & RF Lai 4 ha, in GP Kundion 3.Maintenance of plantation 1 st year DLT at RF Dhab Pipli C-1 /3Ha, RF DhabPipli C-3 /3 Ha & RF DhabPipli C-7/3 ha, in GP KantiMashwa	6,05,000/-	20 Days

1. The scope of work is as per the schedule of quantity attached / supplied with the prescribed W-5, containing schedule of quantities. The details of works is tentative, which may vary depending on the geographical conditions/terrain of the area; and thus bidder(s) is (are) advised to visit the site of works, prior to bidding for said work at his own expense, for obtaining all relevant information that may be necessary for preparing the quotation.

2. The contractor will be responsible for the safety, health and environmental aspects at work place or section of the work place for the contract period. He will be responsible for maintaining the Social distance between labor/worker and provide them the required kit including Masks, Hand gloves etc. and will abide by the advisory being issued by the Govt. regarding Novel Corona Virus Disease (COVID-19)

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder

2.1. Qualification Information to be provided by the Bidder: He bidder shall provide information on his qualification which shall include:-

(a) Total monetary value of works executed by him for each year of the last 3 years;;(1ST April 2020 to 31st March 2023)

(b) List of works (Forestry Planting work/ Fencing work) similar to the works described in Para 1) completed satisfactorily as a prime contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers;;(1ST April 2020 to 31st March 2023)

(c) Report on his financial standing, along with last 3 years' financial statements/Profit and Loss Statements / Balance sheet duly self-attested or by CA as the case may be. (1ST April 2020 to 31st March 2023)

(d) Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount or award in each case(Give details of both completed and pending cases). 1ST April 2020 to 31st March 2023)

(e) Certificate of Movable assets (10% of the tender (All Jobs in RFQ) amount)

(f) Certificate of fixed assets valuation (50% of the tender (All Jobs in RFQ) amount) as on April 2023 on-wards.

(g) The bidder shall provide qualification information at the time of submission of quotation form on standard W-5(Schedule of quantity), which shall include: -

1. Self Attested copy of his/her PAN card.
2. Self Attested copy of the Bank Account duly covered under RTGS/NEFT.
3. Self Attested of GST number
4. Income Tax, CGST & SGST and other applicable **No dues certificates** for the preceding year (31st March 2023) must be attached, failing which the tenders are liable to be rejected

2.2. Qualification Criteria: to qualify for award of the contract the bidder:-

(a) Should have satisfactorily completed as a prime contractor at least one similar work/ similar works **Forestry Planting work/Fencing work** (in aggregate) of value not less than *80% of the estimated cost of the Working* the last three years;(1ST April 2020 to 31st March 2023)

[1A should insert value equivalent to 80% of the estimated cost of the Work.]

(b) Should possess valid electrical license for executing building electrification works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

(c) Should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

(Note-Delete/modify the sub clauses (b) and (c) to suit the individual work for which quotations are invited)

3 Eligibility-Conflict of Interest:A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Regulations/ Guidelines [select one of the two options]; and (c) should not have been (1) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or (2) blacklisted or suspended by Central or any State Government Departments in India.

4 Clarifications & Amendments:If the Employer receives any request for a clarification of this RFQ document, it will upload its response together with any amendment to this document, on the e-procurement portal for information of all Bidders should check on the e-procurement system, for any amendments to this RFQ document.

5 Quotation_Prices

(a) The quotation shall be for construction of the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, in the quotation shall be carried out by editing the information before electronic submission on e-Procurement Portal.

(b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.

(c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

(d) The rates should be quoted in Indian Rupees only.

(e) All the Tools/Equipments for the execution of works will be arranged by the contractor for which no extra payment can be claimed

6 Preparation of Quotations

6.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

6.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

6.3 The quotation shall comprise two Parts, namely the Technical Part and the Financial Part. Both Parts shall be submitted online simultaneously.

6.4 The Technical Part of Quotation shall comprise the following:

(a) **Letter of Quotation**-Technical Part as per Format given in Section B;

(b) **Authorization:** Power of Attorney of signatory of Quotation (Paragraph 1.1 of Qualification Information);

(c) **Annual Turnover:**Confirmation showing Annual Turnover in civil engineering construction works of similar nature in the last three financial years. [ITB Clause 2.1 (a).

(d) Qualification:

- I. Qualification information and supporting document relating to similar nature of works executed and payments received. (ITB Clause 2.1 (b) and paragraph 1.3 of Qualification Information);
- II. Details of proposed sub-contractor; (Paragraph 1.4 of Qualification Information) ; and
- III. Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form;

(e) **Complete address** and contact details of the Bidder having the following information:

Name of Firm
Address for communication
Telephone No(s): Office
Mobile No:
Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)

(f) The Technical Part of Quotation shall not include any financial information related to the Quotation price. Where material financial information related to the Quotation price is contained in the Technical Part of Quotation, the Quotation shall be declared non-responsive.

6.5 The Financial Part of Quotation Shall comprise the following:

(a) **Letter of Quotation**- Financial Part;

(b) **Priced Bill of Quantities:** (using the BOQ uploaded with the RFQ document) wherein the rates shall be entered online.

6.6 **Signing of Quotations:** The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.

6.7 **Deadline for Submission of Quotation :** Quotations must be uploaded online no later than the deadline for submission of quotations viz. time.....(hours) and date (day, month, year), as per server time. A Bidder may modify its Quotation any number of times by using the appropriate option on the e-Procurement Portal, before the deadline for submission of Quotations.

6.8 **Validity of Quotation:** Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission. The Rate(s) quoted by the successful bidder the rates for procurement of works could not be approved before the expiry of the stipulated period, the above quoted rates shall be deemed to remain valid/ enforced over an extended period up to the date of approval of the Tenders/Bids invited by this office for the procurement of same during the next Financial Year if both parties agreed to it.

7 Quotation Submission:

(a) The letter of Quotation- Technical Part, and Letter of Quotation-Financial Part shall be filled, signed and scanned copies shall be uploaded along with the Priced_Bil of Quantities that shall be entered using Forms available online, without any alternation. All blank spaces shall be filled in with the information requested. Scanned copies of all other documents shall also be uploaded on the e-procurement website.

(b) All documents are required to be signed digitally by the Bidder. The System generates a Unique Quotation Identification Number, time stamped as per server time, as an acknowledgment for Quotation submission. Detailed guidelines for viewing and submission of Quotations online are given in the website.

(c) That, each bidder shall submit only one quotation on standard W-5 proforma, for each Work/Job.

(d) That, in case of there is overlapping in schedule for submission of quotations on such deemed for submission of quotation “on next working day” due to postponement of the date of submission of quotations invited vide another notice issued separately, the revised time schedule for submission of quotations shall be notified to the ‘corrigendum’ on e-tendering website.

8. Online Opening and Evaluation of Technical Parts of Quotations:The ‘Technical Part’ of the Quotations will be opened online on the specified date and time. This can also be viewed by the bidders online, and electronic summary of quotation opening of technical part will be generated and uploaded online. The Financial Parts of the Quotations shall remain unopened in the e-procurement system, until the subsequent online opening following the evaluation of the Technical Parts of the Quotations.

(a) The Employers shall examine the technical part of the quotation to determine whether the quotation (a) has been properly signed (Clause 6.6); (b) meets the eligibility criteria (Clause 3); (c) is substantially responsive to the requirements of the RFQ document; and (d) meets the qualification criteria specified in ITB Clause2.

(b) Only Quotations that are both substantially responsive to the RFQ document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Quotations at the second online opening.

(c) Employer shall notify in writing those Bidders who have failed to meet the Qualification Criteria or whose Quotation were considered non-responsive to the requirements in the RFQ document, advising them that their. Technical Part of Quotation failed to meet the requirements of the RFQ document; and that their Financial Part of the Quotation shall not be opened.

(d) Simultaneously Employer shall notify in writing those Bidders whose Technical Parts of Quotations have been evaluated as substantially responsive and meeting the Qualification Criteria that their Quotation has been evaluated as substantially responsive to the RFQ document and that their Financial Part of Quotation will be opened online at.....Date and.....time.

(e) That, the Quotations would be evaluated for all the items together.

(f) That, the Employers (Chairman/committees) will evaluate and compare the quotations determined to be substantially responsive keeping in view the criteria as specified in clause 5&6 above.

9 Online Opening and Evaluation of Financial Parts of Quotations:The ‘Financial Part’ of the Quotations will be opened on the specified date and time. This can also be viewed by the bidders online, and electronic summary of quotation opening of financial part will be generated and uploaded online.

(a) The Employer shall examine and confirm that Letter of Quotation- Financial Part and Priced Bill of Quantities are in accordance with the requirements specified in the RFQ document. If any of these documents or information is missing, the offer shall be rejected.

(b) During the evaluation of Financial Parts of Quotation, the substantial responsiveness of the Quotation will be further determined with respect to those RFQ conditions that were not examined in evaluation of Technical Parts of Quotations.

(c) That, in case of tie on quoted rates among bidders, work order shall be awarded to the bidder have sufficient/more experience of similar nature of works.

(d) After completion of the 'opening and evaluation' process, the EMD of all other unsuccessful bidder shall be returned to them under proper receipt on the Register. Whereas, the EMD of the successful bidder(s) shall be converted in to 'Performance Security' or shall be retained by this office until the required Performance Security as laid down in the following clauses, is deposited by the successful bidder in the desired manner.

(e) That submission of false information(s) and/or document(s) shall automatically lead to forfeiture of security/earnest money to the Govt. and disqualification of such bidder/contractor.

10 Award of contract and Execution of Work

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Not with standing the above, the Employer reserve the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

a. That, the evaluation of bids/quotations is over, the successful bidder(s) whose quotation(s) have been determined to be substantially responsive and who has offered the lowest evaluated quoted price and meets the specified qualification criteria, shall be conveyed the acceptance of his/her bid by the Employer.

b. That the bidder whose bid is accepted will be notified for the offer letter by the Employer prior to expiry of the quotation validity period.

c. That the successful bidder(s)/contractors shall have to sign an agreement within 7 days of acceptance of offer letter. The Contractor /Bidders shall have to complete the work within the specified /allowed period in writing and within agreed costs and nothing extra shall be payable on account of escalation of cost in material, labour etc. In the course of time, which may be due to unforeseen reasons.

d. That , the successful bidder(s) shall be notified of award of work shall have to deposit required performance security as per table below in the shape of Draft/TDR/FDR pledge in favour of District Project Officer (IDP) at the time of signing the agreement.

Value of the contract	Amount of the Earnest Money	Amount of the Performance Security
Up to Rs. 5.00 lakh.	Rs. 10,000/-	Rs. 15,000/-
Exceeds Rs. 5.00 lakh & up to Rs. 10.00 lakh	Rs.15,000/-	Rs.30,000/-
Exceeds Rs. 10.00 lakh & up to Rs. 20.00 lakh	Rs.30,000/-	Rs.60,000/-
Exceeds Rs. 20.00 lakh & up to Rs. 50.00 lakh	Rs.60,000/-	Rs. 2,50,000/-
Above Rs. 50.00 lakh	Rs.5,00,000/-	Rs.10,00,000/-

e. That the bid security/EMD of the successful bidder is already with employer and the same may be converted into performance security.

f. That, the contractor shall have to start the awarded work within the---days of award of work to him/them and shall have to complete the same within the stipulated period. And in

case, the work is not started within stipulated period, the award of work is liable to be cancelled and security may be forfeited.

g. That, the Contractor/bidder shall have to execute and complete the work under the supervision and technical guidance of project staff of the concerned---Unit. The work has to be completed within days of award of work.

i. That, for insuring quality and specifications, besides carrying out the regular inspections by the project officer/officials, it shall be responsibility of the regular inspections by the project officer/officials, it shall be the responsibility of the contractor to documentthe execution of works in the desired manner as provided in the schedule of quantity and also, get the writing to the concerned ---office or this office achieving/during the different stages of execution of work.

j. That, in case mandatory inspection as laid down vide condition (10.2-i) above, has not been got conducted/done by the contractor from the APO's concerned or other authorized officials of the project, the contractor shall not be eligible to seek the payment of the work done.

k. That the Income Tax TDS on GST as applicable will be deducted from the total amount of the contract /work.

l. That, under normal circumstance, no extension in working period will be granted and the decision of the Employer in this regard shall be final.

Since the work is seasonal/time bound nature and If the contractor fails to complete the work within cf5r

l. That, under normal circumstance, no extension in working period will be granted and the decision of the Employer in this regard shall be final.

m. Since the work is seasonal/time bound nature and If the contractor fails to complete the work within stipulated time and delays the execution work beyond stipulated period, a penalty/ liquidated damages @0.05% per day, of the total bid/quoted amount, will be imposed for such delay and will be deducted from the payment of the contractor. However, in case delay in completion of allotted work exceeds 30 days, Employer shall be authorized to penalize the contractor up to 10% of the total cost of the allowed work. In case, the amount of recovery exceeds the dues of the bidder, we shall have the right to affect the recovery of the remaining outstanding amount from the contractor by way of recovery of Revenue arrears or through other available means as per law of the land.

n. That, the employer shall be authorized to cancel the award of work and forfeit the performance security to the Govt. under following circumstances:-

1. That, the contractor fails to start the work within stipulated period.
2. That, undue delay is being caused in execution of the awarded work due to slow pace of work.
3. That, the contractor abandon the work at any stage.

o. That, If the contractor delays the start of work beyond the stipulated period or abandons the works in between or project is convinced that due to undue slow pace of work, contractor will not be able to complete the work within a stipulated period, the project staff will take over the execution of this work and complete the remaining work at the risk and cost of the contractor.

p. That, no advance payment will be made to the bidder/contractor and payment shall be made only for the work executed of different stages by the authorized official of the project on spot and on fulfillment of all other terms and conditions of the quotation notice/award of work and its execution/completion to the satisfaction of the project,

q. The contractor/bidder shall bear/pay all the applicable taxes and other charges as applicable from time to time.

r. Tendering authority reserve the right to direct the contractors to execute the works partially or whole work mentioned in tender and the contractor shall be paid after successful completion of the awarded work.

u. That submission of false information(s) and/or document(s) shall automatically lead to forfeiture of security/earnest money to the Govt. and cancellation of contract of such bidder without prejudice to criminal proceedings against the bidder/contractor.

11. Performance Security :

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the.....(Employer) the performance security (either a or a bank draft in favour of the Employer) for an amount equivalent of as per clause 10.2 d of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in Clause 12. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may the awkward to the next lowest evaluated bidder or seek quotations afresh.

12. Period of Maintenance:

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employers. Or the Contractor will be responsible for rectifying any defects noticed free of cost, within 20 days of the date of intimation of such defect by us. Any defects can be pointed after completion of 1st rainy season (upto 15th September) or six months from the date of completion of work whichever is later.

13 Supply of all construction materials including, cement and steel as per the specification (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

14. Miscellaneous:

- a. The Contractor/ bidders will pay the minimum wages to the laborers and shall be bound to abide by/comply all other provisions of the labor laws, applicable in this regard and as may be notified by the GOI/GHP from time to time.
- b. The contractor/bidder shall give first preference to the local labor of the concerned G.Ps.
- c. Not with standing the above. The Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract without assigning any reason.
- d. In case of any dispute, the-Grievances and redressal committee for contractor's work will be the final authority to decide the matter and the decision will be binding on both the parties.
- e. All legal disputes, if any, arising out of this Bid Notice for purchase/procurement of Works, will be settled within the jurisdiction of the Judicial Court(s) at_____

- f. The Contractor shall be responsible for any loss or damage caused directly caused directly or indirectly, to the property of the project, and shall be bound to pay for such loss/damage.
- g. In case of breach of any condition of the Tender Notice for which no specific provisions have been made in this notice, a penalty not exceeding Rs.5000/- may be imposed for every such breach. However before imposing such penalty, the Contractor will be given an opportunity for explaining his position. The Decision of the understand in this regard will be final and thereafter, no correspondence / objection will entertained.
- h. The forfeiture of performance security of breach of 'Terms and conditions', or non completion or not starting execution of allotted work within stipulated period, shall not prejudice any other just and proper action against the Contractor.

15. Environmental and Social Guidelines:Environmental and Social Guidelines are placed at **Annexure-4**

SECTION-B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.

[Attach copy]

1.2 Total value of Civil Engineering 20____ _____

construction work performed in the last 20____ _____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion*</u>	<u>Remarks explaining reasons for delay and work completed</u>

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)(6)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)		(7)

* **Enclose a certificate from the Engineer concerned for completion as well as value of pending works.**

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
*	*	*	*
*	*	*	*
*	*	*	*
*	*	*	*
*	*	*	*
*	*	*	*

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Name of the work	Agreement number/date	Name & address of Employer	Contract Value in Rs	Cause of dispute	Amount Disputed	Remarks showing present status

Letter of Quotation–Technical Part

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Description of the Works*: *Maintenance of 1st year Plantations DLT under of APO Unit Paonta of Sirmaur Distt.*

RFQ No.: Paonta363802 WHS-RFQ..[Job No P-1]

Our Reference: No..... Dated.....

To: District Project Officer, Integrated Development Project, Nahan, Distt. Sirmaur(H.P.) 173001

Subject: Maintenance of 1st year Plantations DLT under of APO Unit Paonta of Sirmaur Distt.

Reference : Letter No.....dated.....from.....

Sir,

1. We, the undersigned, hereby submit our Quotation in two parts, namely:

- (a) Technical Part; and
- (b) Financial Part

2. In submitting our Quotation, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the RFQ document;
- (b) **Conformity:** We offer to execute the subject work in conformity with the RFQ document and in accordance with the Period of Completion specified in Section A.;
- (c) **Quotation Validity Period:** Our Quotation shall be valid for the period of 90 days, from the deadline fixed for the Quotation submission;
- (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the Central or any State Government;
- (e) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder : _____

Address : _____

Dated on _____ day of _____, _____ *[insert date of signing]*

Letter of Quotation–Financial Part

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Description of the Works*: *Maintenance of 1st year Plantations DLT under of APO Unit Paonta of Sirmaur Distt.*

RFQ No.: Paonta 363802 Maint of Plt-RFQ.. [Job No P-1]

Our Reference: No..... Dated.....

To: District Project Officer, Integrated Development Project, Nahan, Distt. Sirmaur(H.P.) 173001

Subject: *Maintenance of 1st year Plantations DLT under of APO Unit Paonta of Sirmaur Distt.*

Reference : Letter No.....dated.....from.....

Sir,

1. We, the undersigned, hereby submit the second part of our Quotation, the Financial Part including the Quotation Price and Bill of Quantities. In submitting our Financial Part we make the following additional declarations:

- (a) **Validity:** Our Quotation shall be valid for the period of 45 days from the deadline fixed for the Quotation submission;
- (b) **Quotation Price:** The total price of our Quotation including any unconditional discounts, offered in accordance with the Conditions of Contract is as per the BOQ
- (c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*

To be filled in by the Employer before issue of the Letter of Invitation.

**** *To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.***

UNDERTAKING CERTIFICATE

It is certified that I/we the following signatory (ies) have read, heard and understood all the terms & conditions' of this Bid/Tender Notice and shall abide by them I/we also fully understand that any violation of the terms and conditions' by me/us shall render me/us liable for suitable action, as deemed fit by the competent Authority of the IDP Nahan HP

Signature(S) :

Name of the Bidder (S) :

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK
(LETTERHEAD OF THE EMPLOYER)**

Dated: _____

To: _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that quotation dated _____ for execution of the
_____ for the contract price of Rupees
_____ [amount in words and figures], is
hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (as per clause 10.2 s of Instruction to Bidders) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of _____ (Employer) shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instruction of the Project staff, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the required Performance Security, the contract, for the above said work, stands concluded.

Yours faithfully,

Authorized Signature

Name and title of Signatory Employer

**Draft Contract Agreement form for
Construction through National Shopping
ARTICLES OF CONTRACT AGREEMENT**

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20____, between the _____ (Employer) or his authorized representative (here in after referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (here in after referred to as the second party), to execute the work of construction of _____ (here in after referred to as works) on the following terms and conditions.

2. Contract Price

The total Contractor Price for the works (here in after referred to as the "total price") is Rs _____ as reflected in Annexure-1.

3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner:-

--	--

On signing of agreement : -Nil

On Running bill : work completed up to superstructure,

80% of the work done

Final Bill : Work completed in all respects, 100%

of work done,

(Note- The above payment term is a sample from construction of a small building: modify the payment terms suitably as required for the work under this contract)

3.2 Payments at each stage will be made by the first party:

(a) on the second party submitting an invoice for an equivalent amount or as specified above para 3.1

(b) on certification of the invoice (except for the first installment) by the Project staff nominated by the first party with respect to quality/quantity of works executed in the format in Annexure-2; and

(c) Payment shall be adjusted for deductions for advance payments, recoveries if any in terms of the contract, and taxes at source, as applicable under the law.

(d) No advance payment will be made to the contractor. However, Contractor shall be paid 80% of the work done amount on running bill and 20% amount shall be paid after successful completion of the awarded work

4. Notice by Contractor to the Project Staff

The second party, on the works reaching each stage of construction, issue a notice to the first party or the authorized project staff of the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the project staff nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in _____ (month/weeks/days) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. * _____ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total

amount of liquidated damages exceeds 3% of the contract amount. Or as per para 10.2m of Instruction to bidders

(Note: The amount of liquidated damages per day should be determined between 0.05 to 0.1% of the contract value of the works per day and indicated here)

8. Duties and responsibilities of the first party

8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.

8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

8.4 The Project staff or such other person as may be authorized by the first party shall hold meeting once in a fortnight/month (Choose one option) where the second party or his representative a site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

8.5 The Project staff shall record his observation/ instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the Project staff. If the deviations are not rectified, within the time specified in the Project staff's notice, the first party as well as the Project staff nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the Project staff to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a) Take up the works and arrange for its completion with the time period stipulated in Clause 5;
- b) Employ suitable skilled persons to carry out the works;
- c) Regularly supervise and monitor the progress of work;
- d) Abide by the technical suggestion/direction of supervisory personnel including Project staff etc. regarding building construction;
- e) Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) Ensure that the work is carried out in accordance with specifications; drawing and within the total of the contract amount without any cost escalation;
- g) Keep the first party informed about the progress of work;
- h) Be responsible for all security and watch and ward arrangements at site till handing over of the building to the first part; and
- i) Maintain necessary insurance against loss of material/cash, etc or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law);

- k) The contractor/ bidders shall pay the minimum wages to the laborers and also shall comply the provisions of all applicable labour laws or as may be notified/amended by the State Government from time to time and he/she shall be bound to abide by the Industrial Dispute Act 1947 and other labour/welfare laws enacted from time to time by GOI/GHP.
- l) The Contractor(s)/ Labour Supply Mate(s) is/are required to follow the Labour Act, 1970 and HP Contract Labour (Regulation & Abolition) Rules 1974 and Inter State Migrant Workmen (Regulation of Employment & Conditions of Services Act, 1997
- m) It will be responsibility of the contractor to clear to clear all the dues of the labour at his level on regular basis. In case any grievance on this account is brought to the notice of the undersigned, the contractor shall have the issue before the next bill is cleared by the undersigned or u/s shall have the right to deducted equal amount from the bill/payment of the contractor and if the dispute is not settled even after elapse of 30 days from the date of payment of the remaining amount of the bill if any, the withheld amount of the contractor shall be paid to the concerned labourer(s). In case the labour claims any kind of benefit(s) under any act/rules of central/state Govt., the contractor shall have to settle the issue at his level.

10. Variations/ Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Project staff with a quotation for carrying out the Variation when requested to do so by the Project staff. The Project staff assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Project staff may order the Variation and make a change to the Contract Prize which shall be based on Project staff's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11 Securities

The Performance Security (FDR or TDR from a Nationalized or Scheduled Bank in India in the format attached) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. *The performance Security will be released after completion of 1st rainy season or six month from the date of completion of work whichever is later and after due verification recommendation by the concerned officials.*

12 Termination

12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Project staff;
- b) The Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) The project staff gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project staff;
- d) The Contractor does not maintain a security which is required.
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Clause 7 of this agreement

12.3 Not with standing the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the site safe and secure, leave the Site as soon as reasonably possible.

13 Payment upon Termination

13.1 If the Contractor is terminated because of a fundamental breach of Contract by the Contractor, the Project staff shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Project staff issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.

14 Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by Departmental Grievance Redressal Committee to be appointed by the Chief Project Director. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings.

If in case of any dispute/difference further arising out of said contract, the same shall be subject of the jurisdiction of civil court situated within the territory of Himachal Pradesh.

15 Environmental and Social Guidelines: Environmental and Social Guidelines are placed at **Annexure-4**

The Priced Bill of Quantities (Annexure 1), Format of Certificate (Annexure 2) and Specification and Drawings (Annexure 3) are attached.

We agree to execute the works in accordance with the approved drawing and technical specification at..... (amount in figures) (Rs. amount in words.)

Signature of Contractor

(Where there is a discrepancy between the amount in figures and words, the amount in words will prevail)

To be filled by the Implementing Agency

Annexure 2

Format of certificate

Certified that the works upto _____ stage (as defined in Clause 3.1 of the Agreement) in respect of construction of _____ at _____ have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved drawings and technical specifications.

Signature
Name & Designation
(Official address)

Place:

Date:

Office seal

Specification and Drawings

Annexure 3

[1A should insert Specification and Drawing Here.]

~~BANK GUARANTEE FOR ADVANCE PAYMENT~~ Not applicable

To: _____ [name of Employer]
_____ [address of Employer]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 3.1 of the above-mentioned. Contract, _____ [name and address of Contractor] (here in after called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]¹ _____ [in words.]

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]⁴ _____ [in words]

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid in full effect from the date of the advance payment under the Contractor until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Dated: _____

⁴An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

PERFORMANCE BANK GUARANTEE

(To be given from a nationalized or scheduled bank in India)

To: _____ [name of Employer]
_____ [address of employer]

WHEREAS _____ [name and address of Contractor]
(here in after called “the Contractor”) has undertaken, in pursuance of Contract No.
_____ dated _____ to execute _____ [name of Contract
and brief description of Works] (here in after called “the Contractor”);

AND WHEREAS it has been stipulated by you in the said Contractor that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the said Guarantor and responsible to you , on behalf of the of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contractor Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as a fore said without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

- 1.** To address immediate soil erosion risk arising from construction, soil conservation measures (embankments, retaining structure, etc.) around the planned area will need to be conducted.
- 2.** Plastic waste should not be burned.
- 3.** Construction waste should be disposed properly, away from the site, or at a collection centre. Construction waste may also be re-purposed.
- 4.** While conducting construction work in draining lines, stones shall not be removed from water channels, and will be sourced from appropriate places.
- 5.** Original stream/channel beds should not be disturbed.
- 6.** While renovating baurisor wells, proper care will need to be taken to ensure original sources of water are not disturbed.
- 7.** Fencing of water impounding structure close to habitation is mandatory.
- 8.** While constructing primary water harvesting structures, strains, ramps, or any other feasible measures for animals to easily access water will need to be provided.
- 9.** In perennial streams with fish or other aquatics species, care should be taken to ensure drainage line treatment structures include measures to allow free movement of aquatic life.
- 10.** Structure being built under IDP will need to factor in natural hazards and extreme weather events (flash flood, etc.)
- 11.** When construction activities require movement of heavy require movement of heavy vehicles and equipment, proper work safety measures for workers and people of the community should be followed- approving signs (falling rocks, construction ahead, etc.), personal safety equipment for workers (hard hats, etc.) should be provided.
- 12.** Use of child (the Child Labour Act, 1986 identifies the child as an individual that has not completed 14 years if age), bonded and forced labour is prohibited. However, the age of employment for the project is 18 years, and if any contractor employs a person under the age of 18 years, the contractor will be terminated.
- 13.** Contractors are expected to promote the use of local labour.
- 14.** It is duty of the contractor to pay equal remuneration to men and women for same work or work of a similar nature.
- 15.** To avoid work related accidents and injuries , the contractor will;
 - a)** Periodically train working staff on workplace safety.
 - b)** Provide protective masks, helmets, overalls and safety shoes, and safety goggles, as appropriate.
 - c)** Provide workers in high noise area with earplugs or equipment to prevent auditory damage.
 - d)** Ensure availability of a first aid box
 - e)** Provide employees with access to toilets and potable water.
 - f)** Properly dispose of solid waste that is not being repurposed, at designated permitted sites allocated by local authorities and cleaning funds and attach the receipt of waste from the relevant landfill authority.
 - g)** Carry out all procedures to prevent leakage of generator oil into the site.
 - h)** Ensure that the head of the head of the well is covered tightly.
 - i)** Provide secondary tank for oil and grease to avoid tightly.
 - j)** Provide ongoing health and salary supervision of worker sites through use of relevant personnel.

16. Further to enforcing the compliance of environmental management, contract will be responsible and liable for safety of site equipment, labourers and daily worker attending to the construction site, and safety of citizen for each work site, as mandatory measures.

17. It is mandatory for contractors to undergo training on labour management, applicable legal frameworks while handling labourers , environmental and social safeguards.

18. In case traditional water harvesting structure (traditional community tanks, khattris, kuhals, etc.) are being renovated/rejuvenated, or construction is taking place at or near sites of cultural signification (temples, site of religious significance, etc.) following activities need to be conducted:

- a. Contractors must undergo mandatory training on how to deal with sites that have have cultural significance and ensure there is supervision from their side for the management of such sites.
- b. All traditional sites or physical cultural resources (PCR) are to be restored to their original shape after constructions (before picture are required to be taken to ensure that the site is not disturbed after the intervention.
- c. Identification of most appropriate time to undertake construction to minimize disturbance, e.g. avoid any special prayers/ festivals for constructing in the vicinity of the PCR or on its access route.
- d. Avoid keep power backup systems such as generators near the PCR.
- e. Identify appropriate sits for waste storage and disposal of any waste generated by construction/ renovation/ rejuvenation.
- f. Identify appropriate sites for material storage.

19. Contractors are also required to be cognizant of any chance finds. The following chance find procedures are to be cognizant of any artefacts or sites of cultural heritage are discovered by chance while undertaking excavation during construction activities. The steps in case of chance finds to be followed are:

- a. Immediately intimate project staff, who will begin the necessary chain of communication.
- b. Stop all work and cordon off area and do not allow anybody access to the area, unless cleared by the District Magistrate or Commissioner as the case might be and the Archaeological Department.