

Government of India  
Archaeological Survey of India  
Chennai Circle

Fort St. George  
Chennai 600 009

F.No.2/13/SR(P)/GIN/2010-11/

Dated :

**NOTICE INVITING TENDER**

The Superintending Archaeologist, Archaeological Survey of India, Chennai Circle, Fort St. George, Chennai, on behalf of President of India, invites tender in sealed cover for supply of materials from only Registered Contractors in ASI. Tenders will be received up to 3.00 p.m. on **19.08.2010** and will be opened in the office of the Superintending Archaeologist, Archaeological Survey of India, Chennai Circle, Chennai on the same day at 15.15hrs.

1. **Supply of Materials for the work of Krishnagiri Fort at Gingee:**

**Estimated Cost of Rs.142663/-**

**EMD :Rs.3600/-**

a. Dry river sand

90.50m<sup>3</sup>

b. Slacked lime

39.50m<sup>3</sup>

c. Brick jelly of 20mm size

50.50m<sup>3</sup>

The Contractor/Supplier will be permitted to attend tender opening. The tender documents are available on website [www.asi.nic.in](http://www.asi.nic.in) which may be down loaded and should be submitted duly filled along with the earnest money and tender cost separately in the form of Demand Draft of any Nationalized Bank obtained in favour of the "Superintending Archaeologist, Archaeological Survey of India, Chennai Circle, Chennai-9". A separate DD towards VAT should be obtained in favour of the Commercial Tax Officer, Esplanade, Chennai. **All tender forms downloaded from ASI website shall be accepted only if the tender form cost is remitted while submitting the tenders**

The tender forms of contractors who do not deposit earnest money, tender cost and VAT as prescribed will be summarily rejected. The sealed cover should be superscribed with the name of work & opening date.

Tender documents can also be obtained on all working days on payment of **Rs.500/-** plus VAT (non-refundable) upto **17.08.2010** from the following:

The Senior Conservation Assistant  
Archaeological Survey of India  
Gingee sub-circle  
Gingee

**AND**

The Superintending Archaeologist  
Archaeological Survey of India  
Chennai Circle, Fort St. George  
Chennai 600 009

The undersigned reserves the right to reject any or all the tender without assigning any reason.

**Superintending Archaeologist**

Price of Tender – **Rs.500/- + VAT 12.5%**

P.W.D. 9 (Tender) – A.S.I.

**TENDER FOR THE SUPPLY OF MATERIALS**

I/We hereby tender for the supply for the President of the materials described in the undermentioned memorandum according to the specification within the times specified and that the rates specified therein subject to the conditions of the contract :-

**SR(P) to Krishnagiri Fort at Gingee**

MEMORANDUM - (i) Earnest Money : **Rs.3600/-**

(ii) Security Deposit : Rs. \_\_\_\_\_ made up as under :- **Estimated Cost of Rs.142663/-**

a) Payable immediately on the acceptance of tender (including earnest money if deposited in cash with tender \_\_\_\_\_ Rs. \_\_\_\_\_

b) Percentage to be deducted from bill\* \_\_\_\_\_ Rs. \_\_\_\_\_

Description or specification of item to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be supplied at each place	Dates by which supply at all places must be completed	Rates* at which items are to be supplied inclusive of every demand	Unit	Total cost of each article inclusive of every demand	Remarks
1	2	3	4	5	6	7	8	9
Supply of : Dry river sand	90.50m3	At site	-	45 days		1m3		
Good quality Slacked lime	39.50m3	-do-	-	-do-		1m3		
Brick jelly of 20mm size	50.50m3	-do-	-	-do-		1m3		

**Superintending Archaeologist**

**Signature of the Contractor**

\*This percentage, where no security deposit is taken, will vary from 5% to 10% according to the requirements of the case. Where security deposit is taken see note to clause 1 of conditions of contract.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions annexed hereto so far as applicable, and/or in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the said conditions. A sum of Rs. \_\_\_\_\_\* is herewith forwarded in Cash/Treasury Challan as earnest money. If I/We fail to commence the work to specified in the above memorandum or if I/We fail to deposit the amount of security deposit specified against (ii) (a) in the above memorandum in accordance with clause 1 of the said conditions of contractor I/We agree that the said President or his successors in office shall, without prejudice to any other right or remedy, shall be retained by his towards such security deposit. I/We further agree that the said President or his successors in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount to aforesaid.

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\* Give particulars & numbers

Signature

Address

Signature of witness to Signature of tender

Address

Dated

the 2009

The above tender is hereby accepted by me behalf of the President of India.

/x

Dated :

the 2009

**Signature of the officer by whom  
the tender is accepted.**

**GOVERNMENT OF INDIA**  
**Tender for contract for supply of materials**  
**(Archaeological works Code Paragraph) ASIW 30 (a)**  
**General Rules & Direction for the Guidance of Contractors**

**CLAUSE 1:** All supplies proposed to be obtained by contract will be notified in a form of invitation of tender posted in public places and signed by the Circle/Branch Officer.

This form will state the supplies to be made as well as date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited by the successful tenderer and the percentages to be deducted from the bills. Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Circle/Branch Officer, shall also be open for inspection by the contractor at the office of the Circle/Branch Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made to a firm, must also be signed by the several partners except where the contractors are described in their tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out of the work, or which contain any other conditions of any sort, will be liable to rejection.

No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

4.a. The rate(s) and/or amount(s) must be quoted in decimal coinage.

5. The Circle/Branch Officer will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded there with shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted under shall there upon be returned to the contractor remitting the same.

6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender, if he has reasons to decide otherwise.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the Circle/Branch Officer and the contractor shall be responsible for seeing that he procures a receipt signed that he procures a receipt signed by the Circle/Branch Officer of a duly authorized cashier or the D.D.O.

**CLAUSE 2:** The person/persons, whose tender(s) may be accepted (herein after recalled the contractor) shall permit the Government at the time of making any payment to him for work done under the contract to deduct such sum, as along with sum already deposited as earnest money, will amount:

(i) In the case of work costing up to Rs.1,00,000/- to 10% of the estimated cost of the work put to tender.

(ii) In the case of works costing more than Rs.1,00,000/- and up to Rs.2,00,000/- 10% on the first 1,00,000/- 7-1/2% on the balance.

(iii) In the case of works costing more than Rs.2,00,000/- 10% on the first Rs.1,00,000/- 7-1/2% on the next Rs.1 lakh and 5% on the balance, subject to a maximum of Rs.1,00,000/- only, unless he is/they are exempted from payment of Security Deposit in individual cases or has/have deposited the amount of security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part of the security deposit and bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. Such deductions are to be held by the Government by way of security deposit, provided always that the Government for this purpose shall be entitled to recover 10% of the amount of each running bill till the balance of the amount of security deposit if realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sales of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account what so ever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or guarantee bonds in favour of the President of India or fixed deposit receipt tendered by a State Bank of India or by scheduled bank (In case at guarantee offered by scheduled bank, the amounts shall be within financial limits prescribed by Reserve Bank of India) of Government securities (if deposited for more than 12 months) endorsed in favour of the Circle/Branch Officer any sum of sums which may have been deducted from or realized by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rate mentioned above and the earnest money if deposited in cash at the time of tender will be treated as part of Security Deposit.

Note 1: Government papers tendered as security will be at 5% below its market value or its face value whichever is less. The market price of Government papers would be ascertained by the Circle/Branch Officer at the time of collection of interest and the amount of interest to the extent of the deficiency in value of Government papers will be withheld if necessary, Government securities will include all forms of securities mentioned in Rule 274 of G.F.R. except fidelity bonds. This will be subject to the observance of conditions under the rule against each form of security.

Note 2: The contractor is to deliver the materials on or before the date mentioned in tender. Failing which he shall be subject to pay an amount equivalent to 1 percent on the total amount of the contract, as compensation for every day not exceeding ten days.

Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of supplies to be made, as shown in the ten days.

**CLAUSE 3:** In every case in which the delay mentioned in clause 2 shall have occurred for ten consecutive days, the Circle/Branch Officer shall have the power to annul the contract and to have the supply completed at the contractor's risk and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

**CLAUSE 4:** If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of time allowed in this tender, he shall apply in writing to the Circle/Branch officer, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Circle/Branch Officer, the contractor shall not claim exemption from the fine leviable under Clause 2 for the completion of the rest of the works the contractor shall be entitled to such extension of times as may be determined by the Engineer in charge.

**CLAUSE 5:** The contractor shall notify to the Circle/Branch Officer (herein after called the Engineer-in-charge) of his intention of making delivery of materials and, on materials being approved, a receipt shall be granted to him by the Circle/Branch Officer or his assistant and material will be considered as delivered until so approved.

**CLAUSE 6:** On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered as complete, until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such position as pointed out to him.

**CLAUSE 6A:** If at any time after the commencement of the supplies, the President of India, shall for any reason whatsoever not required the whole of the quantity thereof as specified in the tender to be supplied the

Circle/Branch Officer shall, in addition to his power to annul the contract in case of default on the part of the contractor have power to terminate all liability of the President there under at any time after giving due notice in writing to the contractor of his desire to do so, in the event of such a notice being given.

(a) The Circle/Branch Officer shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expiry of the notice and there after to cease their supply; all the articles or supplies received and accepted up to that date shall be paid for the tendered rate; and

(b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on this account.

**CLAUSE 7:** No payment should be made for a work estimated to cost rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Circle/Branch Officer whose certificate of the sum payable shall be final and conclusive against the contractor.

Payments due to the contractor may if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Circle/Branch Officer (i) an authorization in the form of legally valid document such as power of attorney conferring authority on the bank to receive payment and (ii) his own acceptance of the correctness of the account preferred against Government before settlement by the Circle/Branch Officer of the account of claim by Payment to the bank while the receipt given by such shall constitute a full and sufficient discharge for the payment, the contractor should wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights of equities vis-a-vis President of India.

**CLAUSE 8:** The materials shall be of the best description and strictly in accordance with the specification and contractor shall receive payment for such materials only as are approved and passed by the Circle/Branch Officer.

**CLAUSE 9:** In the event of the material being considered by the Circle/Branch Officer to be inferior to that described in the specifications the contractor shall on demand in writing forth with remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be determined by the Circle Officer may have such rejected materials removed at the contractor's risk and expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.

**CLAUSE 9A:** The Contractor/Seller hereby declares that the goods/stores/article sold or to be sold to the Government under this contract shall be of the best quality (and workman ship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in clause 8 hereof and the contractor/seller hereby guarantees that the said goods/stores/articles shall continue to conform to the description and quality aforesaid for a period of 3 months from the date of delivery of the said goods/stores/articles to the Circle/Branch Officer and that notwithstanding the fact that the Circle/Branch officer may have inspected and/or approved the said goods/articles and has discovered not conform to the descriptions and Quality aforesaid or to have deteriorated (and the decision of the Circle officer in that behalf will be final and conclusive and binding on the parties) the Circle/Branch Officer will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered as not to conform to the said description and quality. On such rejection the goods/articles/stores will be at the seller's risk and the provisions contained in the clauses 9 hereof shall *mutatis mutandis* apply to the removal of the goods/stores/articles, rejected under this clause. The contractor/seller shall if called upon to replace said goods/stores/articles, or such portion thereof as has been rejected by the Circle/Branch Officer or otherwise the contractor/seller shall pay to the Government such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Government in that behalf under this contract or otherwise.

**CLAUSE 10:** If the contractor or his work people or servants shall break, deface, injure or destroy any building, road, road clubs, fence, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, grass or grassland of cultivated ground contiguous to the place where the materials are being supplied, he shall make good the same at his own expense and in the event of his refusing or failing to do so, the same shall be required to be done at his expense by the Circle/Branch Officer, who shall deduct the cost from any sums due or which may become due to the contractor.

**CLAUSE 11:** The contractor shall supply at his own expense all tools, plans and implements required for the due fulfillment of his contract, and the material shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Circle/Branch Officer.

**CLAUSE 12:** No material shall be brought to site for delivery on Sunday without the written permission of the Circle/Branch Officer.

**CLAUSE 13:** The contractor shall not subject the contract without the written permission of his Circle/Branch Officer. In the event of the Contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss for the material/stores that he may have collected or agreement entered into.

**CLAUSE 13A:** The Circle/Branch Officer shall have power to make any alterations, omissions, fresh additions to or substitutions for the original specifications drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the material and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Circle/Branch Officer, and such alterations, omissions, additions or substitutions shall not invalidate the contract and already additional or substituted materials which the contract may be directed to supply in the matter above specified as part of the work shall be supplied by the contractor on the same conditions in all respects, on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Circle/Branch Officer shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials, for which the rate specified on his contract, then such class of materials shall be supplied at the rates entered in the schedule of rate of the --- district on which the estimated cost shown on page 2 of the tender is based, and if such class of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Circle/Branch Officer of the rate, which it is his intention to charge for such class of materials and if the Circle/Branch Officer does not agree to his rate he shall by notice in writing be at liberty to cancel supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply of incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate of aforesaid according to such rate or rates shall be fixed by the Circle/Branch Officer. In the event of a dispute the decision of the Circle/Branch Officer shall be final.

**CLAUSE 13B:** In every case in which by virtue of the provisions of section 12 sub-section (i) of the workman's compensation Act, 1923, if Government is obliged to pay compensation to a worker employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights, of Government under section 12, subsection(2) of the said Act, Government, shall be liberty to recover such amount or any part thereof by deduction from the security deposit from any sums due, or which may become due to the contractor, Government shall not be bound by the contractor any claim made against it, (under section 12) subsection (1) of the said act except on the written request of the contractor upon his giving to the Government full security for all costs for which Government might become liable in consequence of contesting such claim provided such liability is caused by negligence on the part of the contractor during the period of execution of the contract.

**CLAUSE 13C(A):** The contractor shall pay not less than fair wages to labourers engaged by him on the work.

EXPLANATION: "Fair Wages" mean wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D. for the district which the work is done.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly employed in the works for the performance on the contractor's part of his agreement the contractor shall comply with or cause to be complied with the ASI contract Labour regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of alike nature.

(d) Under the provisions of the Minimum Wages Act, 1948 and the minimum wages (Central) rules, 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day rest for six days of continuous work and pay wages at the same rate as for duty in the event of default the Circle/Branch Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled there to from any money due to the contractor.

(e) The contractor shall at the time of acceptance of tender give a certificate to the effect that and breach of the fair wage and labour regulations on his part will be dealt with accordance with the provisions of the relevant rules and regulations of the Government of India in force at the time of signing of the contract.

**CLAUSE 13D:** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Archaeological Survey of India and its contractors.

**CLAUSE 13E:** The Contractor shall make at his own arrangement according to the existing Government of India regulation for providing facilities for labour and the Circle/Branch Officer will not be liable for any breach thereof in this regard.

**CLAUSE 13F:** Huts for labour; The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (herein after referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Archaeological Engineer-in-charge.

i (a) The minimum height of each hut at the lintel level shall be 2.10 m (or) 7 ft. and the floor area to be provided with shall be at the rate of 36 sq. ft. for each member of the workers family staying with the labourers.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80x1.50m or 6ft.x5ft. adjacent to the hut for each family.

(c) The contractor(s) also shall construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four for 100 of the total strength separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places one unit for every twenty five persons residing in the camp, these bathing and washing places shall be suitably screened.

ii (a) All the huts shall have walls of sun dried or burnt bricks laid in mud or mortar or other suitable local materials as may be approved by the Engineer-in-charge in case of sun dried the walls should be plastered with the mudgobri on both sides. The floor may be Kutcha but plastered with gobri and shall be at least 15cms. Or 6 inches above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows and ventilators shall be provided with suitable leaves for security purpose.

(d) There shall be kept an open space of at least 7.20m or 8 yards between the rows of huts which may be reduced to 6 mtrs. or 20 ft. according to the availability of site with approval of the Engineer-in-charge, back to back constructions will be allowed.

(3) Water Supply :- The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purpose and 3 gallons of clean water per head per day for bathing and washing purposes. Where pipes water supply is available, supply shall be at stand posts and where the supply is available from wells or river, tanks which may be of metal or masonry shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.

(4) The site selected for the camp shall be high ground, free from jungle.

(5) Disposal of Excreta:- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the local health Authorities, if trenching or incineration is not allowed, the contractor(s) shall make arrangement for the removal of excreta through the Municipal Committee/authority and inform it about the number of labourer employed so that arrangement may be made with such committee/authority for the removal of excreta. All charges on this account shall be borne by the contractors and paid direct by him to the Municipality/Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

(6) Drainage :- The contractor(s) shall provide efficient arrangement for draining away sullage water so as to keep the camp neat and tidy.

(7) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted in order to avoid accidents to the workers.

(8) Sanitation :- The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the local public health and medical Authorities.

**CLAUSE 13G:** In respect of all labour directly or indirectly employed in the work for the performance of contractor's part of this agreement the contractor shall at his own expense arrange for the safety provision as per Archaeological Survey of India safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractors.

**CLAUSE 14:** Except where otherwise provided in the contract all question and disputes relating to the meaning of the specification, designs, drawing and instruction herein mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders on these conditions or otherwise concerning the works or the execution therefore failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director General, Archaeological Survey of India, as recommended by the officer-in-charge of the work at the time of such appointment. There will be no objections to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred to being transferred or vacating his office or being unable to act for any reason, such Circle/Branch Officer or any other officer as aforesaid at the time of such transfer vacation of office or inability to act shall appoint an other person to act the arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of

this contract that no person other than a person appointed by such Circle/Branch Officer or administrative head of the Archaeological Survey of India as aforesaid should act as arbitrator and if for any reason, that is not possible the matter is not to be referred to arbitration at all subject to as aforesaid the provisions of the Arbitration Act; 1940, or any statutory modification or re-enforcement thereof and the rule made hereunder and for time being in force shall apply to the arbitration proceeding under the clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.

The arbitrator may from time to time with the consent of the parties enlarge the time, for making and publishing the award.

15. On the breach of any terms or condition, of this contract by the contractor the said President of India shall be entitled to forfeit the security deposit, or the balance thereof that may at that time be remaining, and realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said President to recover any further sums as damage from any sums due or which may become due to the contractor by the Government or otherwise however.

Interpretation Clause:- The President means the president of India and his successor. The Circle/Branch Officer means the head of the Branch/Circle Officer. Word imparting the singular number only includes the plural number and vice-versa.

Termination of contract on death:

CLAUSE 16: Without prejudice to any of the right or remedies under this contract, if the contractor dies, the Circle/Branch Officer on behalf of the President of India shall have the option of termination the contract without compensation to the contractor.

CLAUSE 17:(1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the contract Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to sell any Government Promissory notes etc., forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance of the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstracts etc. to be made after payment of final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract under and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for the Government to recover the same from him in the manner prescribed in sub-clause(I) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

Provided that the Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Circle/Branch Officer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Archaeological Engineer.

The security deposits of contractors shall not be refunded before the expiry of three months after the issue of certificate, final or otherwise of completion of supply or till the final bill has been prepared and passed, whichever is later.

CLAUSE 18: 2% Income tax other levies will be deducted from contractors and 1% from the sub-contractors if the total payments under the contract likely to exceed Rs.20,000/-(Rupees Twenty thousand only)

CLAUSE 19: Special condition concerning the execution of works at archaeological sites/monuments:

1. The contractor(s) to whom the work is awarded shall ensure that no edifice, protected monument or any part of protected monument is destroyed or injured during the execution of work or the transport of material or by the labour employed by the contractor(s) for the execution of work.
2. In case any injury or damage to a monument during the execution of work is anticipated or foreseen the facts should be brought to the notice of Circle/Branch Officer and the work should not be executed till the permission in writing is received from the Circle/Branch Officer concerned.
3. The contractor will further ensure that during the execution of works at the protected monument, the relative provisions of the Ancient Monuments and Archaeological Sites and Remains Act 1958, and the Antiquities and Art Treasure Act 1972, are in no way infringed or violated by their staff, labourers, their associates, friends or acquaintances, in any way. Violation of this will render the concerned persons liable to penal action as per provisions of these Acts, and if the violations of the above acts are of serious nature, the Circle/Branch Officer, besides the penal action against the concerned individuals, will at his discretion rescind the contract besides receiving the cost of such damage from the contractor. The decision of the Circle/Branch Officer in this regard will be final and binding.
4. The sites/monuments where the entry fee is charged by the survey the entry of the contractor's labourers, employees and those associated with the work will be restricted only to visiting hours and the number of workers actually needed for the work. For this purpose the contractor or his agent will have to furnish a list of workers to the Officer-in-charge of the site/monument, where such works are executed.
5. The contractor, his labourers, or employees, will not claim free access to the protected area/monument after the work is completed.

**Contractor**

**Circle/Branch Officer**