

Should this tender be accepted, I/we hereby agree to abide by and fulfill 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 successor in office the sum of money mentioned in the said conditions. A sum of ` * is herewith forwarded in Cash/Treasury Challan as Earnest Money. If I/we fail to commence the work 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 contract, I /we agree that the said President or his successors in office, without prejudice to any other right of remedy, shall be at liberty to forfeit the said earnest money absolutely, otherwise 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 as aforesaid.

.....
* Give particulars & number.

Signature
Full Address

Signature of witness to signature of tenderer.

Full Address

Dated

The 2016

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

Dated

The 2016

Signature of the officer by whom the tender is accepted

TERMS & CONDITIONS

1. The works/supply shall be carried out by the Contractor/Firm strictly and in accordance with the ASI, Guwahati Circle's specifications and as per direction of Engineer-in-charge.
2. The rates given for the works should be inclusive of all taxes, leads and lifts, etc. Nothing extra shall be paid over the rates quoted by the contractor/firm.
3. In case the material is not as per specification, the same shall be replaced by the contractor/firm with own cost. The department shall not be responsible for any theft or loss.
4. No payment shall be made to the contractor/firm if the materials are damaged due to natural calamities before measurement.
5. The tender must accompany the Earnest Money as stated in the tender form only and cost of tender form of `500/- only in the form of Bank Demand Draft/Pay Order of any Nationalized Bank in favour of Superintending Archaeologist, Archaeological Survey of India, Guwahati Circle, Guwahati -1 payable at Guwahati.
6. It shall be the responsibility of the contractor/firm to ensure that no damage is caused to Govt. property at the site by his/their vehicle or labour party. Cost of such damages, if any, will be assessed at the discretion of the Superintending Archaeologist, Archaeological Survey of India, Guwahati Circle and the same will have to be made good by the contractor/firm with own cost.
7. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who is duly authorized on behalf of the firm to enter into contract. Otherwise the tender is liable to be rejected.
8. **The firm/contractor must ensure the fulfillment of time line given by the office in the supply order/work order failing which the firm/contractor shall be debarred from further tender process in this office and the security deposit/earnest money shall be forfeited. The action pertaining to black listing the firm/contractor may also take place.**
9. All gold, silver, oil and other materials or any antiques and other similar things, which may be found, in or upon the site shall be the property of the Archaeological Survey of India. Contractor/firm shall deliver the same to such persons as the Department may from time to time appoint to receive the same.
10. Error/omission if any, shall be rectifiable with no claim.
11. No claim whatsoever on account of fluctuations in prices will be entertained.
12. If any litigation arises through labour court or labour commissioner & other court, etc. on account of litigation through labourers engaged by him, the contractor will be fully responsible. Moreover, if claim arises out of any litigation, the contractor will be responsible for payment of such claim.
13. The contractor/firm shall not be entitled to any compensation --whatsoever on account of any delay or default in the supply of materials mentioned in the schedule.
14. The Earnest money and security deposit of the successful contractor/firm will be forfeited, if he fails to comply with any of the conditions of the contract and work shall be carried out at risk and cost of the contractor/firm.
15. Overall rates shall be considered for approval of tender.
16. Any material left on the site of work after one month from the date of completion of the work, shall become the property of the Govt. and not payment shall be made for it.

17. If more than one tenderer quoting the same rates are received, it will be the discretion of undersigned calling one tenderer to award the work to whom he finds suitable to do the job and his decision will be final and binding on the tenderer.
18. Work order/Supply order will be issued after receiving of security deposit.
19. **The competent authority reserves the full right to accept or reject any of all the tenders without assigning any reason.**
20. The President of India does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
21. Sales tax or any other or material in respect of this contracts shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.
22. The contractor must produce Income Tax clearances certificate and Permanent A/C Number (PAN) before the tender can be sold to him.
23. The Contractor shall not be permitted to tender for works in the ASI circle (responsible for award and execution of the contracts) in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Assistant (both inclusive). He shall also intimate the names of persons who are working with him in capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in ASI or in the Ministry of Tourism and Culture by the contractor should render him liable to be removed from the approved list of contractors of this Department.
24. The contractors shall give a list of Non-Gazetted employees related to him.
25. No Engineer of Gazetted rank or other Gazetted officer employed in the Engineering of Administrative duties in an Engineering of the Government of India is aforesaid before submission of the tender of engagement in the contractor's service.
26. Any legal matter related to tender will be settled in Guwahati High Court.

Contractor's Signature with Seal

Superintending Archaeologist
Archaeological Survey of India
Guwahati Circle, Guwahati - 1