

Annexure-III

F. No. 1/Heritage bye law/407-M –
PartII- O.C.- (PLAN)(AMASR)

GENERAL TERMS AND CONDITIONS

- 1.0** In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
- a) WORK means “Topographical mapping of centrally protected monuments/sites in Bihar as defined in the Scope of work in Chapter 1 of Instructions to Bidders”
 - b) “ASI/DEPARTMENT” - means the Archaeological Survey of India, represented by the Superintending Archaeologist, Patna Circle
 - c) “TENDER / BID” means the valuer’s priced offer to the Department for the execution and completion of the valuation assignment works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance –Award letter.
 - d) “BIDDER/S” means the person or persons, firm, corporation, consortium or company who submits the BID for the subject services/assignment.
 - e) “CONTRACTOR / SURVEYOR” means the persons or firm or company whose tender has been accepted by ASI and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
 - f) “LETTER OF ACCEPTANCE”, “Award letter” refers to the letter communicating the formal acceptance of the bid by the Employer.
 - g) “AWARD PRICE” means the sum named in the Bid/proposal submitted by the Successful Bidder with any modification there of or addition thereto or deduction there from as may be made under the provisions contained in the proposal document.
 - h) “OFFICER IN CHARGE” means any official of the ASI, Patna circle deputed by the Superintending Archaeologist, ASI, Patna Circle.
 - i) “Consultancy services/Services/Assignment” means the services to be provided by the Valuers as detailed in this bid document and under Terms of Reference brought out in Section - III of this document.
 - j) Note:
 - k) *Singular and Plural*: Words importing the singular also include the plural and vice versa where the context so requires.
 - l) *Headings*: The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
 - m) **Protected Area**: Notified area of the monument/site.
 - n) **Prohibited Area**: Declaration of prohibited area and carrying out public work or other works in prohibited area- Every area, beginning at the limit of the protected area r the protected monument, as the case may, be and extending to a distance of **100 meters** in all directions shall be the prohibited area in respect of such protected area or protected monument.

- o) **Regulated Area:** Every area, beginning at the limit of prohibited area in respect of every ancient monument and archaeological site and remains, declared as of national importance under sections 3 and 4 and extending to a distance of **200 meters** in all directions shall be regulated area in respect of every ancient monument and archaeological site and remains.

1.2 Commencement and Completion of Assignments

- a) The successful bidder shall commence the work within 7 days from the date of issue of the award letter by the employer (i.e. intimation of the acceptance of the Bid) and carry out the same expeditiously at whatever point or points and in such portion as employer may direct. The surveyor shall complete the works within 75 days from the date of commencement. During the assignment, the surveyor shall submit the Report as per the Terms of Reference.

1.3 Care and Diligence

- a) The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Department for the proper, efficient and effective execution of their duties.

1.4 Taxes and Duties

- a) The surveyors shall pay all taxes, levy, duty which they may be liable to pay to the Government of Bihar and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of the work. The surveyors shall further be liable to pay such increase in the taxes, levy, duty etc. under the existing law or which may become payable as a result of introduction of any law. Increase in taxes, levy, duty, etc. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any extra or additional costs nor a ground or excuse for extension of time for completing the work. The surveyors are deemed to have included/ considered all payments to be made to them while quoting the proposal except Service Tax, which will be reimbursed as applicable over the quoted price.

1.5 Confidentiality

- a) The surveyors shall treat all the documents and information received from the Department, submitted to Department and all other related documents /communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The surveyors shall not divulge any such information without the prior written permission of Department. The surveyors shall return all the documents received from the Department from time to time after completion of the related works.

1.6 Suspension of the Contract

- a. If any of the following events shall have happened and be continuing, then Department may, by written notice to the surveyors, suspend in whole or in part, payment due thereafter to the surveyors under the contract.
 1. A default shall have occurred on the part of the surveyors in the execution of the contract.
 2. Any other condition which makes it unable for either party by reason of "Force Majeure" to successfully carry out the assignment/s or to accomplish the purpose of the contract.

1.7 Termination of Contract

- a. Termination of Contract by Department during the period of contract, if the performance of the contractor not satisfactory or not up to the expectation of the Superintending Archaeologist, ASI, Patna Circle or his representative or the Experts Committee, the contract will be terminated forthwith and the payment will be assessed by the Superintending Archaeologist, ASI, Patna Circle on the recommendation of the Expert Committee for the value of work done. The decision of the Superintending Archaeologist, ASI, Patna Circle in this regard is final and binding.

1.8 Termination procedure:

- a. Upon termination of the Contract under Clause-1.7, the surveyors shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b. Upon termination of the contract (unless such termination shall have been occasioned by the default of the surveyors), the surveyors shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

1.9 Force Majeure:

- a. If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 7(Seven) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- c. The term "Force Majeure" as employed herein, shall mean "Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Landslides, Earthquakes, Storms, Lightning, Floods, Wash Outs, Civil Disturbances, Explosions and

any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome”.

- d. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such party's sub-Valuers or agents or employees, nor any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder:

1.10 Responsibility of Surveyors during the assignment:

- a. During the validity period of the surveyor services, the surveyors shall hold discussions with the Officer in Charge and/or the Experts Committee and make presentations on the reports/findings.

1.11 Facility to be made available to Surveyors:

- a. The Department shall provide the following resources and facilities to the surveyors:
- b. A limited space without affecting the day to day activities of the public visiting the monuments or living in the fort will be made available to the surveyor subject to availability at the discretion of the officer in charge. No rental charges will be levied for the working area spared to the surveyor during the tenure of the contract including extended period, if any granted.
- c. The Department may also provide a small space in a building, subject to availability and suitability of accommodation to keep his instruments and other wares. The safety of the material kept in the space provided will be at the risk of the surveyor.
- d. The Department may undertake to remove minimum vegetation whenever there is a problem of sighting. Such request should come well before to the officer in charge.

1.12 Terms of payment:

Procedure for Calculation of Surveyed Area

- a. Since the areas of the centrally protected monuments/sites in Bihar are not well defined and highly irregular, the payment will be made on the basis area calculated from the final drawing.
- b. The area calculated by the successful bidder on the above basis may be submitted to expert from an external agency for verification. In that event, a representative from the successful bidder and ASI may present the method of calculation to the expert.
- c. After hearing the sides, the decision arrived at by the independent expert will be final and binding on either side.
- d. The payment will be released after the completion of the work in all respects. The right to Part payment is reserved with ASI. The quantum, if demanded, will be arrived on/at the recommendations of the Experts Committee/evaluation of the data generated by the Department officials. The quantum thus arrived at may be accepted or reduced or rejected by the ASI and there will be no negotiations on this aspect.

- e. The payment will be made through a FDR or remitted to the bidders account through NEFT/RTGES on production of a mandate form from the Bank within reasonable time.
- f. All statutory deductions like TDS will be done as per rules the surveyors shall be paid the lump sum fee/charges (to be quoted by the bidder) for providing the services against the deliverables as stated in the Terms of Reference.

1.13 Extension of Time for Completion,

- a. In the event of The surveyor shall commence the assignment within the period named in the tender after the receipt by him of an order in writing to this effect from the ASI and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Department or be wholly beyond the control of the surveyor.
 - i. The surveyor shall maintain the Total amount of progress required at per schedule. If the progress of assignment is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the surveyor, such as war, stormy weather and for other reasonable causes in the opinion of the ASI, ASI may at his discretion grant to the surveyor such extension of time as he considers reasonable for the completion of the assignment.
- b. The amount or nature of extra or additional work, or any cause of delay referred to in these conditions, or any delay, impediment or prevention by the Employer, or other special circumstances which may occur, other than through a default of or breach of contract by the surveyors or for which he is responsible, being such as fairly to entitle the surveyors to an extension of the Time for Completion of the Assignments, or any Section or part thereof, the ASI shall, after due consultation such extension and shall notify the surveyors accordingly.
- c. The execution of the assignment during the extended period also, shall be only under the conditions and at the Total amount specified in the contract. The grant of such extension of time will not bestow on them any right to claim compensation or extra payment at a future date whatsoever. No claim shall be made by the surveyor on the grounds of executing the assignment beyond the completion period stipulated in the contract.

1.14 Total amount of Progress

- a. If for any reason, which does not entitle the surveyors to an extension of time, the Total amount of progress of the Assignments or any Section is at any time, in the opinion of the ASI, shall so notify the surveyors who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The surveyors shall not be entitled to any additional payment for taking such steps.

1.15 Compensation for delay:

- a. If the surveyor fails to complete the assignment in all respects within the time specified or within the extended time that may be allowed by the ASI as per clause 1.13, the surveyor shall pay or allow to ASI a sum equivalent to 0.5% (half percent) per day inclusive of holidays) or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract as liquidated damages/late delivery charges and ascertained damages and not by way of penalty, for every day thereof beyond the said period or extended period as the case may be during which the assignment shall remain unfinished. Such damages will be deducted from any amount payable to or to be payable to the surveyor including any securities / guarantees if any available with ASI. The payment of such damages does not relieve the surveyor of his obligations to complete the assignments or from any other of his obligations or liabilities under this contract.

1.16 Remedy on surveyor's failure to carry out the assignment required

- a. The progress of the assignment at each stage will be subject to the approval of the ASI whose decision as to the Total amount of progress at each stage shall be final and binding on the surveyor. ASI reserves to himself, the right to cancel the contract for unsatisfactory progress in the assignment at any stage.

1.17 Completion Certificate

- a. Completion certificate shall be issued by the officer in charge on expiry of all the tasks and submission of all reports/Drawings/documents as indicated in Terms of Reference enclosed to this bid document, to the satisfaction of the ASI.

1.18 Release of Performance Security Deposit:

- a. The amount deposited by the surveyor, as Security Deposit under this Assignment will be refunded to the surveyor only after satisfactory completion of the assignment pursuant to sub clause 1.15 & 1.16. In case of non-completion of the surveying job within the specified period of 90 days or extended period of time for completion (as per clause 1.13), the Security deposit will be forfeited.

1.19 Special conditions of contract

1.19.1 Work Program

- a. The bidder shall submit the program of work and inspection report including methodology to be adopted before the start of work.

1.19.2 Safety precautions during progress of works

- a. The bidder shall take all precautions to ensure safety of the staff, existing utility services, adjoining structures etc., during progress of work. The bidder shall also make

necessary arrangement for the safety of his workers, if any accident occurs, the entire responsibility fall on the part of the bidder.

- b. The bidder shall take a note that some parts of the fort may be structurally weak and dilapidated. While surveying the Surveyors or his workers should take adequate care while climbing over them for taking reading. They should check very carefully the condition of the building ahead. At any point, if there is serious problem that may critically affect the survey, the same may be brought to the notice of the officer in charge.
- c. The Surveyors and his workers should not cause any inconvenience to the visitors who visit the monuments or public residing inside the fort.

1.19.3 Damage to Government property or private life & property

- a. The bidder shall be responsible for all risks to the works and for trespasses and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Government (including Utility Services).
- b. ASI is not responsible for the lives of persons or property of others whatsoever may be the cause in connection with or as a result of the execution of works even though all reasonable and proper precautions may have been taken by the bidder. Such cost, loss or damages or compensation (including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as omission on the part of the contractor, is to be borne by the bidder.
- c. The amount of any costs or charges (including costs and charges in connection with legal proceedings), which may incur in reference thereto, shall be charged to the or to defend or comprise any claim or threatened legal proceedings or in anticipation of legal proceedings being instituted consequent to the action or default of the bidder to take such steps as may be considered necessary or desirable to ward off mitigate the effect of such proceedings, charging to the bidder as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or comprise and the incurring of any such expenses shall not be called in question by the bidder.

1.19.4 Risks and Cost

- a. In case bidder fails to complete work as per schedule, ASI has discretion to get the work done completed by any other agency at risk and cost of the agency to which the work has initially been awarded by giving 7 days notice.

1.19.5 Alteration to scope of work

- a. The department or representative shall have rights to make any alteration, omission addition substitution for the original work. No claim whatever on account of above shall be entertained except the payment for the actual work done.

1.19.6 Other conditions

- a. In case of premature termination, no extra compensation shall be payable. Payment of remuneration in that case will be made to the extent the services rendered till that time can be made use of by ASI, limited to the period for which the agency had actually rendered the service and subject to the intermediate targets being adhered to as per the work schedule mutually agreed to. No notice of termination or remuneration thereof will be necessary and continuance shall be solely at the discretion of Archaeological Survey of India.
- b. The drawings, reports, data, etc., used for the survey work shall be the sole property of Archaeological Survey of India and the bidder will not reproduce or pass on these to any other person or firm etc.,
- c. The format and titles of all the drawings to be submitted by the bidder shall be as per the guidelines and demand of ASI.
- d. All field books, note books, floppies, drawings and other documents containing field data gathered during traverse survey shall be handed over to ASI and bidder shall have no claim or use whatsoever. The bidder shall not reproduce any data collected from the work in any form.
- e. In case of any discrepancy in the description of work in the tender documents, the decision made by Archaeological Survey of India shall be final and binding on the bidder.
- f. Any error in description, quantity or rate in schedule of quantity or any omission there from shall not vitiate the contract or release the bidder from the execution of the whole or any part of the contract or works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- g. All the documents and drawings created out of the assigned work will become the sole property of ASI and ASI will be free to use the same in any manner deemed fit.
- h. The agency will exercise all responsible skill, care and diligence in the performance of the service under this work and shall carry out all the responsibilities with recognized latest professional standards.

I, as authorised signatory, have read the above conditions fully, *particularly the Clause 1.12 Terms of Payment and the procedure adopted for calculation of area*. I have fully understood them and agree to abide by them.

(Signature of authorised signatory and seal)