

**Name of Work** : Purchase of Scientific instrument ,Viz. SEM, XRF for conservation research laboratory Aurangabad ,Ajanta caves.

P.W.D.-9 ( Tender)

**TENDER –I FOR THE SUPPLY OF MATERIALS**  
**PURCHASE OF DATA PROCESSING SOFTWARE FOR RAMAN SPECTROMETER**

**Price of Tender – Rs.500/- (Non-refundable)**

I/ We hereby tender for the supply of item described in the under mentioned memorandum according to the specifications, on behalf of the President of India, within the times Specified and that the rates specified therein are subject the conditions of the contract :-

**Memorandum :**

(i) **Earnest Money : Rs.6500/- (Rupees Six Thousand five hundred only)**

(ii) Security deposit: Rs As per rules (Rs. \_\_\_\_\_) as per the rules i.e. 10% of approved Tender cost.

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

(b) Percentage to be deducted from bill \* As admissible As per rules Rs \_\_\_\_\_

Descriptions or Specifications of item to be supplied	Total Area to be treated	Places at which work to be done	Total Area to be treated	Dates by which delivery at all places must be completed	Rates at which articles are to be supplied inclusive of every demand	Unit	Total cost of each article inclusive of every demand	Remarks
<b>1.)Thermal Imaging Infra Red Camera</b> ) Measuring Range : -20 to 100 degree centigrade, Resolution 0.1 degree Centigrade. Infrared detector : uncooled focal plane array(micro bolometer) . Spectral range 8 to 13 µm, time frame/sec, thermal image pixels:160(H) x120(V) pixels, focusing range 10 cm to infinity, visible light camera: Approx 0.7 M pixels, Monitor 2.7 ‘ LCD, colour palette : 3 types. <b><u>2) SERVICE AND MAINTENANCE:</u></b> Warranty should be one year ( 12	Purchase of Thermal imaging infra red camera	Conservation Research Laboratory of ASI, Dr.BAM University, Aurangabad	Purchase of Thermal imaging infra red camera .	Tender valid for 90 days	Thermal imaging infra red camera	One		

<p>month ) from the date of acceptance .  Free servicing and replacement of parts should be done.  3)<b><u>SPARES:</u></b>  1) Suitable Hard disk of software is to be supplied  2) online up gradation of software facility must be provide.  4) <b><u>INSTALLATION, DEMONSTRATION, COMMISSIONING AND TRAINING:</u></b>  Detailed training about the maintenance and operation of the camera should be given to two scientists of ASI at no extra cost at the installation site.</p>								
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\* 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.

**Contractor's Signature**

-sd  
**Dy. Superintending Archaeological Chemist  
Ajanta Caves**

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provision of the said conditions mentioned in the tender form and annexed hereto so far as applicable and or in default thereof, to forfeit and pay to the president of India or his successors in the office, the sums of money mentioned in the said conditions. The sum of Rs. (Rupees ) is herewith forwarded in the form of Demand Draft as earnest-money, if I/We fail to commence to supply of the materials specified in the above memorandum or if I/We fail to deposit the amount of security deposit specified against (ii) in the above memorandum in accordance with the clause 1 of the said conditions of contract. I/We agree that the said President or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit. I/We further agree that the said President or his successors in office shall also be at liberty to call the acceptance of the tender if I/We fail to deposit security amount as aforesaid.

Signature of the Tenderer :

Address:

Signature of witness to signature of Tenderer

Address

Dated

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

Dated

Signature of the officer by whom the tender is accepted.

**Terms and conditions**

The offer will be subject to the following terms and conditions:-

1) The Camera being quoted should be of OEM (Original Equipment Manufacturers) and no sub - standard camera should be quoted. The Tenderer must be authorized distributors of OEM. A certificate from OEM to this effect should be attached with the bid. The Tenderer should also specify regarding Dealership/Proprietary item and copy of the latest certificates from the principle should be produced with the tender.

2) The Bidders are requested to give detailed tender either by purchasing the tender document from this office on all working days from **11.00 AM to 04.00 PM** from **23/1/2017 to 6/2/17** by paying Cash or DD, a sum of **Rs 500/- (Rupees Five Hundred only)**. The DD may be drawn in favour of Dy.Suptdg. Archl. Chemist, ASI, Ajanta Caves. The Prospective Bidders may also download the Tender Documents from ASI's website [www.asi.nic.in](http://www.asi.nic.in) and submit their offers to the Office of Dy.Suptdg. Archl. Chemist, ASI, conservation Research Laboratory BAMU campus , Nandanwan Colony Aurangabad ( M.S), Aurangabad Dist. However, a DD for **Rs.500/-** drawn in favour of Dy. Suptdg. Archl. Chemist, ASI,Ajanta Caves, Aurangabad Dist, need to be attached along with downloaded tender documents towards the cost of the Tender document, failing which the tender will be rejected.

3) Tender should be addressed to The Deputy Superintending Archaeological Chemist, Archaeological Survey of India, Conservation Research Laboratory, Ajanta Caves, Aurangabad – 431001, Aurangabad District, Maharashtra, India superscribing **Tender-I** for Supply of Thermal Imaging Infra Red Camera. In the event of the specified date for the submission of the tender offers being a declared holiday, the offers will be received up to the appointed time on the next working day and such bid will be opened accordingly.

**4) Contact for information:**

O/o Dy. Suptdg. Archl. Chemist,  
Archaeological Survey of India,  
Conservation Research laboratory, Ajanta Caves,  
BAMU campus  
Aurangabad – 431 0001,  
Aurangabad Dist, MS, India.  
Tel : +91- 0240-2371771  
E-Mail- [sciaja.asi@gmail.com](mailto:sciaja.asi@gmail.com) : Web site - [www.asi.nic.in](http://www.asi.nic.in)

5) Supply means: “Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training”. If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the Financial Bids.

**6) Sale of Bids:**

**(a) Place: Office of the Dy. Suptdg. Archl Chemist, ASI, conservation Research Laboratory, BAMU campus, Ajanta Caves , Aurangabad-431001, Aurangabad Dist, Maharashtra State, India**

**(b) Time and Date of Sale : From 11.00 AM to 04.00 PM of all working days from 23/1/2017 to 6/2/2017**

**7) Submission and Opening of Bids:**

**(a) Time and Date of Submission: Upto 5.00 PM of 6/2/2017 in the office of the Dy. Suptdg. Archl Chemist, ASI, Conservation Research Laboratory, Ajanta Caves, BAMU university campus, Nandanvan Colony Aurangabad, District Aurangabad – 431001, Maharashtra State, India**

**(b) Time, Date and Place of opening of bids: At 11.30 AM on 07/2/2017 At Office of Dy.Suptdg Archl.Chemist, ground Floor , Conservation Research Laboratory, Archaeological survey of India , Dr Baba saheb Ambedkar Marathwada University Nandanvan Colony , Aurangabad.**

**(c) Late bids i.e bids received after the specified date and time will not be considered.**

This office will not be responsible for late submission, delivery of quotation at wrong places and also postal delays.

**Address**

**O/o The Dy. Suptdg.Archl.Chemist,  
Archaeological Survey of India,  
Conservation Research Laboratory , Ajanta Caves,  
Dr Baba saheb Ambedkar Marathwada University Nandanvan Colony Aurangabad District, PIN – 431 001, Maharashtra State, India.**

The envelopes must be super-scribed with the following information:

- Tender-I Reference Number
- Due Date
- Name and address of the Vendor

**8) Envelope : Shall contain Earnest Money Deposit (EMD)**

a) The offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned Tenders will also be rejected.** Failure to comply with this requirement may result in the bid being rejected.

d) **Demand Draft for Rs.6500/- (Rupees six thousand five hundred only) for supply of " Thermal Imaging Infra Red Camera " towards Earnest Money Deposit.**

c) Undertaking that the successful bidder agrees to give a security deposit (Performance Security) amounting to 10% of the purchase order value in the form of Account payee Demand Draft in favour of The Dy Suptdg Archl Chemist, ASI, Ajanta Caves payable at Aurangabad or Bank Guarantee from a Nationalized/scheduled bank in an acceptable form safeguarding the purchasers interest in all respects.

d) Duly filled in Bid with proper seal and signature of authorized person on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature, warranty, Terms and EMD.

e) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.

f) Copy of LST/CST/WCT Number, PAN Number and TIN Number allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Bid.

g) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.

h) Duly filled in checklist should be submitted along with the Bid.

**9) Bid documents should be submitted as per the above sequence with Index page and page numbers . Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.**

a) Price schedule complete in all respects with proper seal and signature of authorized person. It should also contain the Comprehensive AMC charges for post warranty period as per the terms of the tender..

b) The Tender should quote the rates of the items in figures as well as in words. In case of the any disputes/ambiguity in the rates quoted in words/figures, the higher value quoted either of the two shall be considered for evaluation of the bid.

c) Full details of business terms and conditions, e.g. packing and forwarding , delivery period, VAT/Sales Tax/Trade Tax (whether provincial or Central), other Taxes/Charges, if any, discount, free delivery or any other information relevant to the items may please be indicated clearly.

**10) Date of opening the Bids.**

**The Bids will be opened at 11.30 AM on 07/2/2017 2017 At Office of Dy.Suptdg Archl.Chemist, ground Floor , Conservation Research Laboratory, Archaeological survey of India , Dr Baba saheb Ambedkar Marathwada University Nandanvan Colony , Aurangabad.**

The bids will be opened in the presence of the bidders on the specified time and date. Bidders/Agents who have responded to the tender only will be allowed to be present.

**Note : (1) No camera mobiles / mobiles are allowed during tender opening.**

a) On the due date, the bids will be opened and referred to the Technical Committee cum purchase committee which is duly constituted by the ASI Department.

b) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.

c) After the technical evaluation is completed and approved, ASI shall inform to the bidders whose tenders have been rejected technically with the reasons for rejection.

**d)The Financial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them along with their EMD.**

**e) Only Lowest rate (L1) quoted bid and bid whose Camera will meet the specification will be considered for placing Purchase Order.**

f) Though the comparison is made on FOR basis, the bidders are required to provide the estimated cost of freight & insurance up to Aurangabad.

g) The bid can be submitted in person or through post/courier (ASI will not be responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach ASI office on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. The bidders' authorized representative can attend the bid opening.

h) No request for extension of due date will be considered under any circumstances.

i) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals/their authorized agents.

j) The tender inviting authority reserves the right to accept the offer in full or in parts or reject summarily or partly.

## **11) INSTRUCTIONS TO BIDDERS :**

### **Delivery Period / Timeliness**

The deliveries and installation must be completed **within prescribed time**, after placement of purchase order. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as are tightly linked to ASI's plans of completing the project within the time frame.

## **12) Locations for the Supply / Services:**

- a) The **Thermal Imaging Infra Red Camera** covered by this tender document are required to be supplied at Conservation Research Laboratory of Archaeological Survey of India, , Dr. Babasaheb Ambedkar Marthwada University campus , Aurangabad.
- b) For Branded items, only the authorized distributors / dealers / resellers are eligible to bid. In this case, the authorization certificate to this effect, issued by principals should be submitted along with the Technical Bids.
- c) ASI reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- d) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- e) Bidders should QUOTE strictly in accordance with the requirements. The Bidders conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on ASI.
- f) Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- g) The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.
- h) The makes/brand and name and address of the manufacturer, Country of Origin, Country of Shipment are to be mentioned.
- i) Firms which have already supplied similar Camera to ASI and have not completed required installation/commissioning/after sales service/ warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.



j) Conditional Offers will not be considered

k) ASI will not provide any accommodation/transportation for the engineers/ representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.

### **13) Amendment of Bidding Documents**

13.1) At any time prior to the deadline for submission of bids, ASI may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, may modify the bid document.

13.2) All prospective bidders who have downloaded the bidding document may visit ASI website for amendments / modifications which will be binding on them.

### **14) PREPARATION OF BIDS :**

#### **Earnest Money Deposit (EMD)**

14.1) The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs.6500/- (Rupees Six thousand five hundred only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial bank in an acceptable forms ( in favour of the Dy. Suptdg Archl Chemist, ASI, Ajanta Caves payable at Aurangabad).

14.2) Bids submitted without EMD will stand rejected. EMD will not be accepted in any other form other than mentioned in point No. 14.1. No interest is payable on EMD.

14.3) The EMD will be returned to the bidders(s)/Agents whose offer is not accepted by ASI within one month from the date of the placing of the final order(s) on the selected bidder(s). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidders.

**14.4) The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 7 working days from the date of award of contract / order failing which the EMD will be forfeited.**

14.5) The EMD shall be forfeited:

14.5.1) If the bidder withdraws the bid during the period of bid validity specified in the tender.

14.5.2) In case a successful bidder fails to furnish the Security Deposit.

14.5.3) Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from a commercial Bank in an acceptable form.

### **15) Period of validity of bids**

15.1) Bids shall be valid for a period of **90 days** from the date of opening the bid.

15.2) ASI may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

15.3) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

## **16) SUBMISSION OF BIDS**

### **Deadline for submission of Bids**

16.1) Bids must be reached **before the time and date at the address specified in the tender**. In the event of specified date for the submission of bids being declared as a holiday for ASI, the bid-closing deadline will stand extended to the next working day. No communication is required in such cases.

16.2) In the event of holiday on due date, ASI may, extend this deadline for submission of bids, this will suitably be notified on the ASI website.

## **17)AWARD OF CONTRACT**

### **Award Criteria**

17.1) ASI shall award the contract to the technically eligible bidder, whose bid has been determined as the lowest evaluated commercial bid (L1) .

17.2) If more than one bidder happens to quote the same lowest price, ASI reserves the right to award the contract to any bidder.

## **18) Corrupt or Fraudulent Practices**

18.1)ASI requires that the bidders who wish to bid for this project have highest standards of ethics.

18.2) ASI will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

218.3) ASI may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

## **19) Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **the ASI department interpretation of the clauses shall be final and binding on all parties.**

## **20) CONDITIONS OF CONTRACT**

### **20.1) Price**

20.1.1) The price quoted shall be considered as final and no price escalation will be permitted.

20.1.2) The price may be quoted in INR or any foreign currency.

20.1.3) In the case of price bid quoted in foreign currency, the net price of the instrument as per the tendered specification, excluding all taxes, on basis of delivery point Aurangabad, will be calculated by converting the foreign currency into Indian Rupees as on date mentioned in the price bid ( i.e date of price bid) and then comparative study will be made. Therefore, the bidders should mention the value of foreign currency equal to INR in the price bid as on the date of price bid. The purchase order will be issued in INR and the proforma invoice should also be submitted in INR by the bidder. The Indian Rupees equal to foreign currency quoted will be deposited to Canara Bank, Shahanj Branch, Aurangabad. The said bank will make the payment to Principal/Supplier in foreign currency by converting the deposited Indian Rupees into foreign currency at the time of payment and also as per the terms and conditions mentioned in the FLC.

20.1.4) Fixed Price: The Bid shall be on a fixed price basis, exclusive of all taxes and levies. No price variation shall be allowed relating to increases in dollar price variation, etc. Price quotation accompanied by vague and conditional expressions such as “subject to immediate acceptance”, “subject to confirmation before sales” etc. will be treated as being variance and shall be liable for rejection.

20.1.5) The price includes all charges upto delivery point Conservation Research Laboratory of ASI, Dr BAM University Campus, Aurangabad.

20.1.6) The approximate dimensions of the packages and weight of consignment are to be indicated.

20.1.7) In the case of price bid in INR, Govt. levies CST, shall be paid by ASI at actual rates applicable as on the date of invoice bill. In the case of foreign currency, please note that ASI is exempted from Custom Duty as per Custom Notification No. 51/1996 dated. 23/07/1996 (S.No.3). The Certificate for Custom Duty Exemption shall be issued by the office along with purchase order.

20.1.8) Please provide TIN number of the firm along with the CST/WCT Number allotted by the concerned authorities in your quotation.

### **20.2) Bank Charges**

The payment for the invoice bill will be settled thro opening of ILC in case of INR bid and thro FLC in case of foreign currency bid at Canara Bank, Shahanj Branch, Aurangabad. All Bank charges for opening of ILC or FLC should borne by Principal / Supplier.

### **20.3) Delivery Schedule**

20.3.1) The bidders may please note that the delivery of the system should be strictly within **prescribed time from the date of placement of firm order.**

20.3.2) Goods should not be dispatched until the Vendor receives a firm order.

### **21) Security Deposit ( Performance Security)**

1) A 10% Security Deposit of the order value should be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form which should remain valid for a period of **SIXTY DAYS** beyond the date of completion of all contractual obligations of the supplier including warranty obligation.

2) EMD will be refunded to the successful bidder on receipt of Security Deposit.

### **22) Installation**

22.1) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

22.2) Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the Camera at site.

22.3) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.

### **23) Warranty / Support**

23.1) The items covered by the tender shall carry minimum one **years of comprehensive warranty** from the date of acceptance of the Thermal Imaging Infra Red Camera by ASI. Warranty shall include free maintenance of the whole Software/hardware supplied including free replacement of software/hardware camera. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.

23.2) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the suppliers or his agent. A clear confirmation should be given for this item.

23.3) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period at free of cost.

**23.4) An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology / product updates & extend support for the warranty as well.**

23.5) Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.

#### **24) Annual Maintenance Contract**

24.1) The bidders should also quote for Annual Maintenance Contract after warranty for subsequent years.

24.2) No sub-contracting will be allowed for installation or maintaining software during or after warranty period.

24.3) Mention the charges for comprehensive maintenance contract separately (for post warranty period).

#### **25) Indemnities**

The vendor shall indemnify, protect and save ASI against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipments supplied by him.

#### **26) Freight & Insurance**

26.1) Imports : In case of imports, the freight & insurance will be paid by the vendor.

26.2) Indigenous : The Software to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at ASI site in case of Rupee transaction.

#### **27) Payment**

27.1) For Indigenous items, 90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after satisfactory installation and receipt of Security deposit (Performance Security) for 10% of the total order value, to be valid for One Year from date of installation and acceptance. If no security deposit is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.

27.2) For imported items, 90% payment shall be made by an irrevocable Letter of Credit established in favour of the supplier through the Canara Bank, Shahgunj Branch, Aurangabad-431004 (India) for the order value against the presentation of original Shipping documents. Balance 10% will be released

after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and upon receipt of Security deposit (Performance Security) for 10% of total Order value, to be valid for one year from the date of installation.

27.3) Letter of Credit arrangement will be made for 100% order value.

### **28) Penalty for delayed Services / LD**

28.1) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced.

28.2) If the supplier fails to Supply, Install and Commission the system as per Specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

28.3) ASI reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

### **29) Jurisdiction :**

29.1) Resolution of Disputes: All disagreements, disputes, difference that may arise between the ASI and the Supplier which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Indian or International Law as the case may be. The venue of the proceedings and arbitration shall be ASI, Aurangabad.

29.2) The disputes, legal matters, court matters, if any, shall be subject to Aurangabad Jurisdiction only.

29.3) Notices: Any notice given by one party to the other pursuant to this contract/ order shall be sent to the other party in writing or by cable, telex, FAX or e-mail and confirmed in writing to the other party's address specified in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **30) Force Majeure :**

ASI may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

### **31) Arbitration :**

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (ASI or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be ASI, Aurangabad, India. The jurisdiction of the courts shall be Aurangabad, Maharashtra, India.

**Sd/-**  
**Dy. Suptdg Archl Chemist**  
**ASI, Ajanta Caves**

**PRICE SCHEDULE**  
**Bill of Material and Price Schedule**

<b>S.NO</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	Brief description and basic price without duties of item/material with all accessories.			
2	Total consolidated price of the Thermal Imaging Infra Red Camera as per tendered specification upto delivery point Conservation Research Laboratory, Aurangabad. (vendor should include all necessary accessories for installation and ASI will not pay for any other accessories during installation)			
3	Value of the foreign currency in INR			
4	Total price in INR (excluding taxes, duties) after converting the foreign currency			
5	Custom duty, if any			
6	Excise duty, if any			
7	VAT/CST			
8	Any other			
9	Total cost including all taxes, duties (in figures and words)			

Note: The total price of the TIIR camera as per the tendered specification so calculated as above, is on the basis of delivery point upto Conservation Research Laboratory of ASI, Aurangabad. ASI will not pay any extra charge. All the taxes should be shown separately.

Signature of the Tenderer



**Checklist: Eligibility Criteria for Bidders**

Bidders to indicate whether the following are enclosed by striking out the non-relevant option.

- |   |          |
|---|----------|
| a. Bids duly filled in and signed in sealed envelopes   | (YES/NO) |
| b. The Demand Draft for <b>Rs.6500/- (Rupees Six thousand five hundred only)</b> towards Earnest Money Deposit. | (YES/NO) |
| c. Undertaking that the successful bidder agrees to give a 10 % Security Deposit (Performance Security)         | (YES/NO) |
| d. Authorization letter from Principals enclosed.   | (YES/NO) |
| e. Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable                         | (YES/NO) |
| f. Copy of PAN No. allotted by the concerned authorities  | (YES/NO) |
| g. All Bank charges agreed to pay by principal/supplier   | (YES/NO) |
| h. LD clause agreeable.   | (YES/NO) |
| i. Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations.                        | (YES/NO) |
| j. Free replacements during warranty period   | (YES/NO) |

Signature of the Tenderer

