



**भारतीय वन्यजीव संस्थान**  
**Wildlife Institute of India**

P.O.Box # 18, Chandrabani, Dehra Dun – 248001  
Uttarakhand, India

Phone: 0135-2640111 to 2640115; Fax: 0135-2640117  
Website: [www.wii.gov.in](http://www.wii.gov.in) Email: [wii@wii.gov.in](mailto:wii@wii.gov.in)

**Tender Notice No. WII/A Cell/12-13/QQ/153**

**TENDER DOCUMENT**

**FOR PURCHASE OF CAMERA TRAPS**

Last date of sale of Tender Document  
(Technical and Financial bid) : **8<sup>th</sup> March 2013 upto 1700 hrs**

Last date and time for Receipt of bids : **13<sup>th</sup> March 2013 at 1500 hrs**

Date & time for Opening of Tenders  
(Technical bids) : **13<sup>th</sup> March 2013 at 1600 hrs**

**Academic Officer**

Tenderer should carefully read all the terms & conditions before submitting tender/ quotation.

Chapter	Please refer for details as :
1	Instructions to bidders
2	Conditions of Contract
3	Technical Specifications and Schedule of Requirements
4	Price Schedule (to be utilized by the bidders for quoting their prices).
5	Contract Forms
6	Other Standard Forms (to be utilized by the tenderer)



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**OPEN TENDER**

**Tender Notice No. WII/A Cell/12-13/QQ/153**

Sealed Tenders are invited under Two Bid system from Original Equipment Manufacturers (OEM) or their Authorized Distributors for the various equipments:

Sl. No.	Tender	Last date for Receipt of Tenders (Technical & Price Bid)	Opening of Technical Bids	EMD by Demand Draft (DD) (in Rs)	EMD in US \$ for Foreign Bidders
1	Tender Notice No. WII/A Cell/12-13/QQ/153	<b>13<sup>th</sup> March 2013</b> upto 1500 hrs	<b>13<sup>th</sup> March 2013</b> upto 1600 hrs.	4,000/-	US \$ 100

Tender Document can be purchased from the Cashier of the Institute by paying Rs. 300.00 in cash or in shape of Demand Draft payable in favour of Director, Wildlife Institute of India, Dehradun.

**Academic Officer**



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**CHAPTER - 1**

**Instructions to bidders**

Original Equipment Manufacturers (OEM)/Authorized Distributors are requested to carefully read following terms & conditions before submission of their tenders.

1. The item/equipment being quoted should be of Original Equipment Manufacturer (OEM) and no non-standard equipment should be quoted. The tenderer must be authorized distributors of OEM. A certificate to this effect should be attached with the Technical Bid.
2. Tender should be addressed to Administrative Officer, Wildlife Institute of India, Chandrabani, Post Box No. 18, Dehradun – 248 001, Uttarakhand, India superscribing 'Tender for Supply of Camera Traps against Tender Notice No.WII/A Cell/12-13/QQ/153. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day and such technical bid will be opened on subsequent next working day.
3. Tender document set containing technical specifications and terms & conditions can either be directly obtained from the Cashier, Wildlife Institute of India, Dehradun on a written request on the letter head of the company on payment of Rs. 300/- as cost of tender document (US\$ 8.00 in case of foreign bidders applying directly).
4. List of organizations where the agency have supplied identical or similar equipment to other organizations should be attached with the technical bids.
5. The supplier should indicate brand/make and full details of the material and submit complete technical specifications, without leaving any scope for ambiguity and must also attach technical information literature, leaflets, catalogues, brochures etc. The supplier must ensure that the quotation submitted is in accordance with the requirements of WII.
6. The agency may quote for all items or any number of item(s) as per their choice.
7. Conditional quotations/tenders shall not be accepted. This tender document is non-transferable. Bid once submitted shall not be allowed for withdrawal.

8. Number of corrections and or alterations in the quotation must be specifically mentioned. All the corrections and alterations made in the quotations must be duly countersigned by the authorized signatory, without which quotation will not be considered.
9. **Fixed Price:** The Financial Bid shall be on a fixed price basis for each item and taxes and levies, if any should be clearly mentioned. 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.
10. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers, the Institute may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the tender process, the Institute, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Institute by means of courier/in person.
11. **Preliminary Scrutiny:** Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each offer to the tender documents. For the purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of this Tender enquiry without material deviations. The Institute's determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence. The Institute will scrutinize the offers to determine whether they are complete, whether required technical documentations have been furnished, whether the documents have been properly signed, and whether the offers are in order. Price bids of the technically disqualified firms shall not be opened & shall be returned to respective firms.
12. **Short-listing of Tenderers:** The Institute will short-list technically qualified Tenderers and then the Commercial Offers of such short listed Tenderers only will be opened.
13. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the products.
14. **Evaluation of Financial Bids:** The Financial bids of only technically successful tenderers will be opened and ranking of the tenderers will be done according to the price quoted and comparison of rates will be made item wise only.
15. **No commitment to accept lowest or any tender:** Will shall be under no obligation to accept the lowest or any other quotation received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
16. **Institute's right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender/quotation or reject all

tenders/quotations at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Institute's action. Further, Director, Wildlife Institute of India, Dehradun reserves the right to place order for full quantity or part thereof, as considered necessary. The quantity of the equipment mentioned in the tender document may increase or decrease as per need.

17. Authorized Indian Distributor must submit their valid (a) DGS&D Registration Certificate for any prohibited, restricted or licensed or negative list items as well as (b) Authorized Distributor Certificate from the OEM along with the technical bid.
18. The tenderer 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.
19. Specific delivery period for supply at WII, Dehradun must be indicated. No extension for supply beyond this period will be granted.
20. Country of origin and port/county of shipment should be indicated in the Financial Bid.
21. If required, the tenderer must arrange for free demonstration of the quoted equipment in this Institute at their cost and risk. In this case, all Import/Export procedure & expenses should be borne by the vendors.
22. In case Authorized Indian Distributor is submitting quotation, following should be enclosed along with quotation/tender :
  - i) Valid Sales Tax/TIN Registration Certificate number etc.
  - ii) Valid DGS&D Registration Certificate for negative, licensed, prohibited, restricted item and duly indicating name of the equipment quoted for and Principals manufacturers name.
23. In the event any of the job quoted by the supplier in their tenders are covered under any services and liable for Service Tax, in such cases specific indication about providing such taxable services and percentage / amount of Service Tax chargeable thereon must be mentioned in the tender and such Service Tax must be deposited in the Government treasury as per extant Service Tax rules of Government of India.
24. Any statutory **Certificate/Permission/License** required for the equipment has to be procured by the firm at their own cost in favour of Director, Wildlife Institute of India, Dehradun at the time of Supply/Installation of the equipment.
25. Prices should be quoted in Indian Rupees or in freely convertible foreign currency preferably in US \$, Euro, Yen, GBP wherever possible for correct evaluation during comparison.

26. (A) Firm registered with DGS&D and NSIC who are exempted from payment of EMD may be allowed exemption subject to the verification that such registration include the item they are offering which are manufactured by them and not for selling products manufactured by other companies. Valid copy of DGS&D / NSIC may be enclosed with technical bid along with certificate stating that DGS&D or NSIC is currently valid and quoted equipment is covered in their product range of manufacture and not selling products manufactured by other companies. If DGS&D or NSIC is not valid EMD may be submitted with the Technical Bid.
- (B) Firms registered with Government, Public Sector Undertakings (PSUs) are not exempted from payment of EMD.
27. (A) For indigenous supply, the final landing cost of the equipment after all discount, packing, forwarding, freight, insurance and taxes and FOB /not Ex-works price for imported items must be mentioned.
- (B) Where there is no mention of packing, forwarding, freight, insurance charges for indigenous items such offers shall be rejected as incomplete.
- (C) Form 'C' or 'D' or any other concessional Sales tax form will not be issued by the Institute. Only Form-16 (Road Permit) for transportation of equipment within India shall be provided by the Institute. Please quote Sales Tax/VAT as applicable under extant rules.
28. The prospective bidders are required to keep a watch on the Institute website with respect to any amendment to the tender document or to clarification to the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. The Institute reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.
29. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids.
30. **Pre-bid conference:** If considered necessary by the Institute a pre-bid conference for clarifying issues and clearing doubts, if any about the specifications and other allied technical details of the equipment will be done by the Institute on a date as decided by the Institute at the Wildlife Institute of India, Dehradun. The vendors may depute Competent Representatives (competent to take on the spot decisions) for such discussions/negotiations whenever called for. In case of foreign vendors who are unable to depute such representative the negotiation may be made via email. No expenditure in connection with pre-bid conference will be borne by the Institute.
31. Purchase of equipment from abroad shall be made directly from the manufacturer or their authorized distributors.

32. The supplier must be in touch with Principals/our Clearing Agent as well as WII, Dehradun, and apprise WII about current status of shipment from time to time. It must also be ensured that the consignment is dispatched well in advance before the expiry of validity of delivery period and depute his competent representative to open/Inspect the packing & contains therein as per our purchase order once it is received at WII, Dehradun as well as to install and commission the equipment. It should be ensured that commercial invoice containing all relevant information including MAWB/HAWB should be sent to the Institute by mail/fax/e-mail to get the shipment cleared forthwith without any demurrage. Any delay on the part of the OEM/Authorized Distributor would be viewed seriously and he shall be directly responsible for any loss sustained by the Institute on the event of delay. Delay on the part of OEM / Authorized Distributor in noncompliance of the LC terms regarding pre-alert about shipment date and or for any other terms shall not be accepted and damages or demurrages, if any incurred in clearance of consignment shall be recovered from OEM/ Authorized Distributor, as the case may be.
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## CHAPTER - 2

### Conditions of Contract

1. Tenders received after the specified time and date of opening will be treated as “Late” while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as “Delayed”. Such tender shall not be opened at all and be returned to the bidders in their original envelope without opening.
2. **Submission of Tender Offers:** Tender is received either through Post or through Courier or By hand. In the event of tender received after due date and time due to postal delay, the Institute will not be responsible for such delay and will not be considered by the Institute.
3. The offers should be submitted in two separate parts containing Technical and Financial bids in separate sealed envelopes and should be put together in a large envelope, sealed and superscribed “Tender Notice No. WII/A Cell/12-13/QQ/153  
If any offer contains both Technical bid & Financial bid together in one envelope, such offers shall be rejected out rightly.
4. The Earnest Money Deposit (EMD) of **Rs. 4,000/- only or US \$ 100** should be submitted along with Technical Bids. Those foreign bidders who wish to participate in the tender process will have to submit the EMD in equivalent US\$ by way of Demand Draft in favour of Director, Wildlife Institute of India, Dehradun, Uttarakhand, India payable at Dehadun. The tender document without EMD shall be out rightly rejected.
5. List of organizations where the agency have supplied identical or similar equipment to other organizations should be attached with the technical bids.
6. The supplier should indicate brand/make and full details of the material and submit complete technical specifications, without leaving any scope for ambiguity and must also attach technical information literature, leaflets, catalogues, brochures etc. The supplier must ensure that the quotation submitted is in accordance with the requirements of WII.
7. **Offer Validity Period:** The tender offer should be valid minimum for **120 days** from the date of opening of the tender.
8. Purchase made by this Institute are for Scientific purposes and are exempted from Customs Duty and Excise Duty. Such certificate shall be issued by the Institute. Further, customs duty as applicable by the Indian Government will be paid by the Institute at the time of release of the shipment.
9. **Opening of Tenders/Quotation:** Technical bids of the offers received with requisites EMD will be opened in the presence of representatives of the firm (if they wish to be



present), on the scheduled date and time of opening of technical bid. The person attending the technical bid meeting will be required to produce an authorization letter from the OEM/Authorized Distributor. All tenders received without EMD and also if the same will not comply to our tendered specifications shall be summarily rejected. The Financial Bids of the technically qualified/successful bidders i.e. who will technically qualify the tendered specifications will be considered for opening of their financial bids at a later date, which will be communicated to concerned suppliers before opening their Financial Bids. Unopened Price bids of the technically disqualified bidders shall be returned to them.

10 **Payment Terms :**

- A) **For foreign supplier:** Letter of Credit (LC) will be opened for 100% amount of the total cost of supply order. However, 90% payment on negotiation of documents and 10% after entire supply, inspection and acceptance of material in good condition & furnishing of Performance Bank Guarantee (PBG) shall be released to cover the performance security. PBG will have to be submitted within 21 days once purchase order is accepted by the supplier. The Performance Bank Guarantee will have to be submitted directly by OEM or their authorized distributor in India.
- B) **For Indigenous Supplier:** 100% payment shall be released on bill basis after entire supply and inspection and acceptance of material in good condition & submission of Performance Bank Guarantee for 10% amount to cover the performance security.

11 **Performance Security:** Unconditional Performance Security should be furnished for an amount of minimum 10% of the ordered value within 21 days of the receipt of the supply order which shall be valid till 60 days beyond the date of all contractual obligation of the supplier including warranty/Guarantee obligation. The Performance Security should be provided in one of the following forms:

- A) Indian manufacturers/authorized distributors or Authorized Indian distributors of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in **Proforma-B** of Chapter 6 regarding other Standard Forms or Account payee Demand Draft, fixed Deposit Receipt from a commercial bank.

**Or**

Foreign Principals can also submit performance security directly in the form of Standby Letter of Credit, which must be advised and confirmed by any bank in India located preferably in Dehradun.

- B) The performance security/Standby LC will be discharged by the Institute and returned to the Supplier not later than 60 days following the date of completion of all the contractual obligations of the Supplier including warranty obligations.
- C) In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering

the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

- D) The product on delivery will be tested by the Institute and any defective product (not meeting the technical specifications) shall be replaced by the manufacturer/supplier free of cost.

12. **Warranty / Guarantee:** Warranty/Guarantee of the equipment for a minimum period of **12 months** from the date of satisfactory supply, inspection and acceptance of material in good condition. The name, address, telephone, fax and telex numbers of authorized person, may be furnished for solving the problems of the unit(s) at WII, Dehradun.

If during warranty/guarantee period, the unit(s) supplied fail to give satisfactory performance and the supplier's service personnel fail to rectify the defect within a reasonable time, the Unit(s) should be replaced with new one(s) free of cost. If the replaced unit also fails to function properly, the entire principal amount along with the penal interest thereon will be recovered from the supplier.

In addition to imposing of penalty, the warranty/guarantee period equivalent to the non-functional / nonworking / down time period of the equipment shall be liable for extension. The costs related to transport of defective products (air freight, customs charges, insurance etc.) will be borne by the Tenderer.

13. The entire Unit along with accessories and spare parts must be supplied in one single unit and neither part deliveries will be accepted nor extension in delivery of the item will be granted. Operational/Instructional/service material/application note must be sent along with equipment. If any training, free/or chargeable, is offered in OEM/Principal Suppliers Country, the indication about inclusion or exclusion of the cost in quoted FOB cost must be indicated and expected cost of free training.
14. For foreign currencies, exchange rate prevailing on the date of opening of commercial bid shall be considered for conversion into Indian Rupees.
15. No request for incorporating post tender changes in quoted specifications and correcting typographical error will be considered after opening of submitted tenders. Rates in Commercial Bid should be quoted in single currency and single L/C will be opened. No third party purchase order or shipment of material will be allowed.
16. Insurance of imported consignment shall be arranged by this Institute against theft, loss or breakage during transit, after getting the shipment released from Customs Department in India. However, considering the delay in settlement of claim by the insurance company, the supplier must ensure that the damaged or lost items are replaced immediately, on free of charges basis i.e. cost freight insurance & customs duty paid).
17. In the event of failure to supply the items within the stipulated delivery period, WII reserves the right to accept the delivery in part or in full and to claim liquidated damages from the firm @ 0.5% per week subject to the maximum of 5% of the total

value of the Purchase Order after which the supply order would automatically be cancelled.

18. At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document, which shall also be uploaded on the website of the Institute.
19. All prospective bidders who have purchased the Bid Document will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. However, the bidders who have downloaded the tender document from the website deemed to have been notified the amendment suo-moto.
20. The manufacturer/supplier will test and ship the products and any damage caused during transportation to Wildlife Institute of India will be liable for full replacement under the warranty free of cost.
21. **Evaluation & Comparison of Bids:** For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
  - A) **Comparison** of rates will be made item wise only.
  - B) **Indigenous offers:** The final landing cost (FOR, Wildlife Institute of India, Chandrabani, Dehradun) of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.
  - C) **Imported Offers:** The FOB price shall be the basis of evaluation
  - D) **Imported Vs. Indigenous offer:** The final landing cost of purchase of foreign equipment taking into account, freight, forwarding, insurance, taxes etc. (customs clearance charges including custom duty to be paid in India, Bank/LC charges,, transporation upto Wildlife Institute of India, Dehradun as estimated by the Institute for imported goods) shall be the basis of evaluation with indigenous offers as per (a) above.
  - D) Conditional tenders shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

22. **Force Majeure**

A) However, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

C) If a Force Majeure situation arises, the Supplier shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Wildlife Institute of India 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 Dehradun, Uttarakhand, India.

24. **Jurisdiction:** The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The Court in Dehradun, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the dispute.

25. **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.

26. Tenders which do not fulfill any or all of the above conditions or incomplete, are liable for rejection.

## CHAPTER - 3

### Technical Specification & Schedule of Requirement

Technical Specification of the Camera Traps & quantity required are as under:-

S.N.	Description	Qty.
1.	<b>Flash Type:</b> white Flash <b>Flash Range:</b> Should be a minimum of 40 feet <b>Battery Type:</b> Either D size or AA size or C size batteries <b>Response time</b> <1 second <b>Trigger Delay:</b> Should be a minimum of 1 minute between subsequent pictures at right <b>Sleep time:</b> Camera should not go into sleep mode <b>Video Facility:</b> Required <b>Picture quality:</b> minimum 4 mega pixel <b>Time, Date and Camera ID Stamp:</b> Required	25

**Note:**

- (i) The Technical Offer should be completed in all respects and contain all information asked for except prices. It should not contain any price information. The Technical Offer should indicate whether products and services asked for are quoted, and that all requirements there-for are quoted.
- (ii) All supporting leaflet, brochures, vendor profile are required to be furnished along with Technical Bid including list of organizations where similar/identical equipment have been supplied by the firm.
- (iii) A sample of Camera Trap attached with the Technical Bid; failing which their offer will not be considered.

## CHAPTER – 4

### Price Schedule

(to be utilized by the foreign bidders for quoting their prices)

#### For imported items in Foreign currency:

1. Cost of Main Unit/Equipment \_\_\_\_\_
2. Cost of essential spares/accessories, if any \_\_\_\_\_
3. Cost of items, other than optional item, if any, not included above \_\_\_\_\_
4. Total Ex-works value \_\_\_\_\_
5. Discount, if any \_\_\_\_\_
6. Total Inland, Packing, forwarding & handling \_\_\_\_\_
7. Total F.O.B. Cost \_\_\_\_\_

#### Note:

- (A) Rates should be quoted both in words & figures
- (B) Supplier should quote only on FOB costs.
- (C) Commercial bid should be submitted in a separate sealed envelope super scribing "Financial Bids".
- (D) If the bidder has quoted certain optional item, that item shall not be taken into consideration for the evaluation of their price bid. Optional items should not be included in FOB cost.

**Signature of OEM/Authorized Distributor**

With Seal

Date:

Place:

**Price Schedule**  
**(to be utilized for indigenous items for quoting their prices)**

- |  |       |
|--|-------|
| 1. Cost of Main Unit   | _____ |
| 2. Cost of essential spares/accessories                                  | _____ |
| 3. Cost of items, other than optional item<br>if any, not included above | _____ |
| 4. C.S.T   | _____ |
| 5. Other taxes, if any   | _____ |
| 6. Other charges, if any   | _____ |
| 7. Packing, forwarding, freight & Insurance                              | _____ |
| 8. Total final landing cost (at WII, Dehradun)                           | _____ |

**Note:**

- (A) Rates should be quoted both in words & figures
- (B) For indigenous supply, supplier should quote final landing cost as FOR, Wildlife Institute of India, Chandrabani, Dehradun.
- (C) Price bid should be submitted in separate sealed envelopes super scribing "Financial Bid".
- (D) If the bidder has quoted certain optional item, that item shall not be taken into consideration for the evaluation of their price bid. Optional items should not be included in the final landing cost as FOR.

**Signature of OEM/Authorized Distributor**

With Seal

Date:

Place:

## **CHAPTER - 5**

### **Contract Forms**

THIS AGREEMENT made the \_\_\_\_\_ days of \_\_\_\_\_ 200\_\_ Between \_\_\_\_\_ (Name of Purchaser) of \_\_\_\_\_ (Country of Purchaser) (hereinafter "the Purchaser") of the one part and \_\_\_\_\_ (Name of Supplier) of \_\_\_\_\_ (City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., \_\_\_\_\_ (brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

the Bid Form and the Price bid submitted by the Bidder;

the Technical Specifications;

the Conditions of Contract;

the Purchase Order

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter Mentioned, the Supplier hereby covenants with the Purchasers to provide the goods and services And to remedy defects therein conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



## Other Standard Forms

17

**(B) PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Institute)

**WHEREAS** \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_ to supply \_\_\_\_\_ (Description of Goods and Services) hereinafter called "the order".

**AND WHEREAS** it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee: **THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Signature and Seal of Guarantors**

Date \_\_\_\_\_

Address: \_\_\_\_\_

All correspondence with reference to this guarantee shall be made at the following address:  
\_\_\_\_\_(Name & address of the lab)