



भारतीय वन्यजीव संस्थान  
Wildlife Institute of India

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

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<b>Tender Notice No. WII/A Cell/16-17/BSA/82</b>
<b>TENDER DOCUMENT</b>
<b>Name of the Contract</b>
<b>Purchase of Timelapse Camera for NMHS-Timberline Project</b>

**NOTICE INVITING e- TENDER (OPEN)**

Online e-tender in two bid systems (Technical and Financial) for **Purchase of Timelapse Camera for NMHS-Timberline Project** are invited on behalf of Director, Wildlife Institute of India, Dehradun. The Online Tender is invited in two bid system under **e-procurement** through Central Public Procurement Portal i.e. <http://eprocure.gov.in>.

**Schedule of e-Tender**

(I)

<b>Details of e-Tender:-</b>		
1.	e-Tender No.	<b>WII/A Cell/16-17/BSA/82</b>
2.	Mode of Tendering	On-line bidding system through Central Public Procurement Portal i.e. <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
3.	Type of Tender	Two Bid System
4.	Tender Fee (original to be submitted off-line)	Rs 500 /- (Non-refundable) (Rupees Five Hundred only)
5.	Earnest Money Deposit (EMD) (original to be submitted off-line)	Rs. 10,000/- (Refundable) (Rupees Ten Thousand only)
	EMD and Tender Fee should be submitted in INR by way of Demand Draft in favour of The Director, Wildlife Institute of India, Dehradun	

(II)

<b>Time schedule of e- Tender :</b>			
S.No	Particulars	Date	Time
1.	Date of Publishing of e-Tender	14 February, 2017	17:00 Hrs.
2.	On-line Bid Submission start date	15 February, 2017	09:00 Hrs.
3.	On-line Bid submission End date	8 March, 2017	15:00 Hrs.
4.	Due date of opening of Tender (Technical Bid)	15 March, 2017	14:00 Hrs.
5.	Last date of receipt of EMD and Tender Fee along with hard copy of the tender document (Technical Offer)	15 March, 2017	13:00 Hrs.
6.	Date and time of opening of Price Bid	Will be communicated to only Techno-Commercially acceptable/Qualified Bidders separately.	
7.	Address	Wildlife Institute of India, Chandrabani, Dehardun, Uttarakhand-248001, India	

If due to any exigency, the due date for opening of the bids is declared as a closed holiday, the bids will be opened on the next working day at the same time or any other day/time, as intimated by the Institute.

The invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below:

Bidder should carefully read all the terms & conditions before submitting their

Chapter	Please refer for details as :
1	INSTRUCTIONS TO BIDDERS
2	CONDITIONS OF CONTRACT
3	TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS
4	GENERAL TERMS & CONDITIONS
5.	FINANCIAL BID PROFORMA BOQ

This Invitation of Tenders is being issued with no financial commitment and the Institute reserves the right to change or vary any part thereof at any stage. Institute also reserves the right to withdraw the tender, should it become necessary at any stage.

**Administrative Officer**



भारतीय वन्यजीव संस्थान  
Wildlife Institute of India

(An Autonomous Institute under Ministry of Environment & Forest, Govt. of India)

Post Box No 18, Chandrabani, Dehradun

## Chapter-1

### Instructions to Bidders

1. The complete tender in pdf format can be downloaded from the website <http://eprocure.gov.in> or [www.wii.gov.in](http://www.wii.gov.in). Following documents are required to be submitted along with bids.
  - I. The tender fee of Rs. 500/- (Rupees Five hundred Only) in a form of Demand Draft in favour of The **Director, Wildlife Institute of India** payable at **Dehradun** from any Commercial/ Recognized/ Nationalized Bank in India
  - II. Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in a form of Demand Draft in favour of The **Director, Wildlife Institute of India** payable at **Dehradun** from any Commercial/Recognized/Nationalized Bank in India.
  - III. The Bidders are required to submit Tender Fee, EMD and hard copy of the tender document along with a copy of all certificates as submitted in technical bid. These documents shall be sent to and received physically by the Administrative Officer, Wildlife Institute of India, Chandrabani, Dehradun by hand or by post before the date and time of opening of technical bid and in absence of which the technical bid of the bidder will not be considered and tender will be rejected.

### **METHODOLOGY OF SUBMISSION OF BIDS:-**

2. The bid will be submitted electronically on the e-procurement CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) with valid Digital signature (DSC).
3. The Bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms & conditions of NIT, includes commercial & General terms & conditions and other terms, if any along with on-line undertakings in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidders on-line in order to become an eligible Bidder. No conditional bid shall be allowed/ accepted.

4. The bidders who are desirous of participating in e-procurement tender shall submit their Technical bids (Techno-Commercial Bids), in the standard formats prescribed in the Technical documents, displayed at [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders should upload the scanned copies of all relevant certificates, documents etc. in [www.eprocure.gov.in](http://www.eprocure.gov.in) in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity by his Digital Signature Certificate (DSC).
5. As per the directives of Department of Expenditure, Ministry of Finance, Government of India, this tender document has been published on Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More useful information for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
6. Bidders are required to enroll on the e-procurement module of the CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
7. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
9. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
10. Only one valid Digital Signature Certificate (DSC) should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
11. Bidder will then log in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/e-token.
12. **Signing of Tender:** The bidder should download the NIT and again upload at the time of submission of tender after verification and signing with his DSC. A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in the bid on behalf of such other person and if, on enquiry, it appears that the persons so signing had no authority to do so, the Director, Wildlife Institute of India, Dehradun **without prejudices would every rights to cancel the bids.**
13. Scanned copy of the Tender Cost and Bid Security (EMD) amount is to be furnished with Techno-Commercial bid only and Original should be submitted before the date/time of opening of techno-commercial Bids as per Time schedule of e-tender, failing which the offer will be summarily rejected.

14. The Tender is to be submitted under “**TWO BID**” system.
15. **Earnest Money Deposit** of Rs. 10,000/- (Rupees Ten Thousand Only) is to be furnished with Technical/Techno Commercial Bid.
16. On the day of Tender opening only Technical bids (Techno-Commercial Bids) will be opened. Price/Financial bid will be opened on a fixed later date for the successful technical bidders. The date of opening of Price Bid will be intimated to the successful technical bidders only.
17. No query or complain from bidder will be entertained after completion of bid opening in regard to bid opening or content of other's bid.
18. Please note that there is no provision to take out the list of parties downloaded the tender document from the above referred website. As, such Bidders are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related Corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who downloaded the documents from website as information in this respect (names of parties) will not be available to website.
19. The Wildlife Institute of India, reserves the right to accept or reject any tender or the whole tender process at any time without assigning any reason what so ever.
20. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of Bid Security/EMD.
21. Conditional tender i.e. tender submitted incorporating bidder's own imposed condition(s) will be summarily rejected.
22. **AMMENDMENT TO THE TENDER ENQUIRY/ TENDER SCHEDULE**

At any time prior to the last date for receipt (submission) of bids, Wildlife Institute of India may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing an amendment.
23. The amendment will be notified in web site of Central Public procurement Portal i.e. <http://eprocure.gov.in>, which can be accessed by any prospective bidders and will be binding on them. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, Wildlife Institute of India may, at its discretion, extend the last date for the Submission of Bids and Opening of Tenders.
24. The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract) will be interpreted under Indian Laws
25. **An undertaking** for UNDERSTANDING, compliance and fulfilment of T&C as well as eligibility criteria/technical parameters as mentioned in this Tender Enquiry is **to be furnished along with the TECHNICAL BID.**

26. **Modification or Withdrawal of Bid:** No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EMD.
27. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Institute may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing or through Central Public procurement Portal i.e. <http://eprocure.gov.in> and no change in prices of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
28. **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.
29. **Short-listing of Bidders:** The Institute will short-list technically qualified Bidders on the basis of technical parameters as given in **Chapter 3** of this tender. The Commercial Offers of short listed technically qualified Bidders will only be opened.
30. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the offers.
31. **Evaluation of Financial Bids:** The Financial bids of only technically successful bidders will be opened and ranking of the Bidders will be done according to the price quoted and comparison of rates will be made accordingly as per Financial Bid Proforma given in the Tender Document (**Chapter 5 – BOQ**). The financial quote should only be submitted online in accordance with the financial bid proforma (BOQ); failing which the offer will be rejected.
32. **No commitment to accept lowest or any tender:** WII 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.
33. **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 or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) on 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.

34. 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 and a proof of which shall be submitted by the Bidder to the Institute.
35. Any statutory **Certificate/Permission/License** required for the contract has to be procured by the firm at their own cost.
36. **Pre-bid conference:** If considered necessary by the Institute a pre-bid conference for clarifying issues and clearing doubts, if any about the tender requirement and other allied technical parameters will be done by the Institute on a date as decided by the Institute at the Wildlife Institute of India, Dehradun and such date will be before the last date of opening of technical bid. The bidder may depute authorized representatives (competent to take on the spot decisions) for such discussions/negotiations whenever called for.

## Chapter-2

### CONDITIONS OF CONTRACT

1. 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 specifications and requirements of WII.
2. **Offer Validity Period:** The tender offer should be valid for a minimum period of six months from the date of opening of the technical bid/tender.
3. **Opening of Tenders/Quotation:** Technical bids of the offers received with requisites EMD will be opened on the date as specified in the tender. All tenders received without EMD by the due date and time as mentioned above will be rejected. Further, 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 in case of those firms that meet the technical specifications/parameters, 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.
4. **Payment Terms:** 90% payment will be released on receipt of equipments and acceptance of material in good condition and balance 10% payment will be released only after completion of warranty period. The balance 10% payment may be released after the entire supply of equipments and its acceptance by the Institute on furnishing the Fixed Deposit Receipt (FDR) of any Indian Nationalized Bank pledged in favour of Director, Wildlife Institute of India, Dehradun, Uttarakhand. The FDR will be released only after successful completion of warranty period. FDR will have to be submitted directly by OEM or their authorized distributor/dealer in India.
5. **Performance Security:** Unconditional Performance Security (FDR) 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 the form of FDR issued by a Nationalized/Scheduled bank pledged in favour of Director, Wildlife Institute of India, Dehradun.
6. **Warranty / Guarantee:** Warranty/Guarantee of the equipment for a minimum period of **2 years** from the date of satisfactory supply, inspection and acceptance of material in good condition will have to be provided by the OEM/Indian Distributor/Dealer. The name, address, telephone, fax and email of authorized person, may be furnished for solving the problems of the unit(s) at Wildlife Institute of India, 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.

9. 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. No third party purchase order or shipment of material will be allowed.
10. Insurance of imported consignment shall be arranged by the supplier against theft, loss or breakage during transit, after getting the shipment released from Customs Department in India and the payment to this effect shall be borne by the supplier. 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.
11. **Penalty:** 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% which will be levied on the material which have been supplied late.
12. 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.
13. 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.
14. **Evaluation & Comparison of Bids:** For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made in accordance with the price quoted and comparison of rates will be made as per financial bid proforma given in the tender document (Chapter-5 BOQ). The financial quote should only be submitted online in accordance with the BOQ; failing which their offer will be rejected. Lowest bidder will be arrived on the basis of total final cost.

Conditional tenders shall not be accepted. The conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining inter-se position.

15. **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.

16. **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.

17. **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.

18. **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, 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.

19. 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

(1) **Technical specifications (Time lapse Camera)**

Sr.No	Detailed Specification of the stores	Quantity
1.	<b>TIMELAPSE CAMERA</b> Recording in SD card, with up to a 32GB SDHC card supported. <ul style="list-style-type: none"><li>• 720p HD Time-Lapse Camera Kit</li><li>• Designed for Long-Term Project Recording; e.g. 40 Days at 5 Minute Intervals</li><li>• Includes TLC200 Pro Time-Lapse Camera</li><li>• 1/3" Low Light HDR Sensor; 4.2um Pixels</li><li>• CS Lens Mount</li><li>• 19mm, f/2.0, 112° Wide Lens Included</li><li>• SD Memory Card Storage</li><li>• Powered by 4x AA Batteries</li><li>• Time Lapse Intervals from 1 Sec -24h</li></ul>	10nos.

- (2) Firm should have a minimum of 10 nos. Time lapse Camera of above model supplied and installed in leading Government organizations in India during last one year. A list of such organization where the said equipment has been supplied along with copies of supply orders should be attached with the technical bid; failing which their offer will not be considered.
- (3) The item/equipment being quoted should be of Original Equipment Manufacturer (OEM) and no non-standard equipment should be quoted. The tenderer must be OEM or Authorized Distributors/Dealer in India. An Authorization Certificate issued by the OEM/Distributor to this effect should be attached with the Technical Bid; failing which their offer will not be considered by the Institute.
- (4) 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. An undertaking in writing on the letter head of the bidding agency to the effect should be given by the Tenderer.
- (5) The Earnest Money Deposit (EMD) as mentioned above in shape of Bank Draft/FDR in favour of Director, Wildlife Institute of India, Dehradun should be attached in the Technical Bid and received by the due date and time of receipt of technical bids; failing which their offer will not be considered by the Institute.

- (6) The supplier should indicate brand/make and full details of the equipment being quoted. Supplier must submit complete technical specifications, without leaving any scope for ambiguity. All supporting leaflet, brochure, technical information literature, catalogues must be attached with technical bid.

**Note:**

If any of the parameters/criteria mentioned above does not meet the tendered specifications/parameters of the equipment mentioned above or incomplete offers, their offer will not be considered and shall be rejected. The financial bid of those firms will only be opened who qualify in technical parameters given above.

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## Chapter-4

### GENERAL TERMS & CONDITIONS

(1) The Financial offer shall be in accordance with the proforma given in **Chapter-5 (BOQ)**.

(2) **TDS** will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Bidder by Institute. The responsibility of paying the Service Tax as per prevailing rates and as claimed in the bill amount, will be of the Bidder. The Bidder will be required to furnish proof of such deposit to the Institute every month.

(3) **Security Deposit:** The EMD deposited of Rs. 10,000/- will be converted into Security Deposit (refundable) which will be returned on successful supply of equipments.

(4) In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract which can not be resolved through mutual negotiation shall be referred to an Arbitrator appointed in accordance with the provision of relevant Indian Law. The venue of the proceeding & arbitration shall be Dehradun, Uttarakhand India.

(5) The obligation & abilities assign out of this contract shall be construed in accordance with law of Union of India. The Court in Dehradun, Uttarakhand India shall have the exclusive jurisdiction.

(6) Conditional tenders shall not be accepted. This tender document is non-transferable. Bid once submitted shall not be allowed for withdrawal; failing which the Earnest Money Deposited shall be forfeited.

(7) Number of corrections and or alterations in the tender must be specifically mentioned. All the corrections and alterations made in the quotations must be duly countersigned by the authorized signatory, without which tender will not be considered.

(8) 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 considered and opened.

**(9) Short-listing of Bidders:** The Institute will short-list technically qualified Bidders in accordance with the technical criteria/parameters given in the Tender Document. The Financial Bids of the technically qualified Bidders only will be opened.

**(10) Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the tenders submitted by the bidding agencies.

**(11) Pre-bid Conference:** If considered necessary by the Institute, a pre-bid conference for clarifying issues and clearing doubts if any will be done by the Institute on a date decided by the Institute at Wildlife Institute of India. The Bidder may depute competent representative (competent to take on the spot decisions) for such discussions/negotiation whenever called for.

**(12) Evaluation of Financial Bids:** The Financial bids of only technically successful Bidders who have been technically accepted by the Institute, will be made and ranking of the Bidders will be done according to their price quoted as per financial bid proforma given in **Chapter-5 (BOQ)**.

**(13) No commitment to accept lowest or any tender:** WII shall be under no obligation to accept the lowest or any other tender 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.

**(14) 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 or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

**(15) Opening of Tenders:** Technical bids of the offers received with requisites EMD and tender cost by the due date and time will be opened on the scheduled date and time of opening of technical bids as per the above given schedule. All tenders received without EMD and Tender cost, 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 as per technical parameter given above will be considered for opening of their financial bids at a later date, which will be communicated to concerned Bidders before opening of their Financial Bids.

**(16) Payment:** Payment will be made only after successful supply of equipment. In case of any default by the agency, the payment will not be made and earnest money deposit will

be forfeited.

(17) It may please be noted that the number of equipment may reduce due to any exigency.

(18) Conditional offer giving discount on payment terms, etc. will not be considered.

**(19) Force Majeure**

A) However, the Agency 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 Agency and not involving the Agency'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 Agency shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Agency 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.

**(20) Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Wildlife Institute of India and the agency which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Indian Law. The venue of the proceedings and arbitration shall be Dehradun, Uttarakhand, India.

**(21) 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.

(22) Each Bidder should clearly specify that the Bidder agrees to abide by the conditions of this tender document on their printed letter head with telephone/fax numbers and e-mail, etc.

## **Chapter -5**

### **FINANCIAL BID PROFORMA (BOQ)**

1. Cost of Time Lapse Camera  
along with 02 years  
comprehensive warranty
2. Taxes/VAT, if any :
3. Total Cost FOR, Wildlife Institute of :  
India, Dehradun

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