

कार्यालय :— वन प्रमण्डल पदाधिकारी, कोर एरिया, व्याघ्र परियोजना, पलामू।

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सेवा में

पत्रांक..... दिनांक.....

Sri Dinesh Kumar,
CF, Plantation Research & Evaluation,
Doranda, Ranchi.

विषय:— निविदा का प्रकाशन के संबंध में।

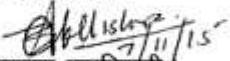
महाशय,

उपरोक्त विषयक सूचित करना है कि पलामू व्याघ्र आरक्ष अन्तर्गत वित्तीय वर्ष 2015-16 में कैमरा ट्रैप का क्रय किया जाना है। उक्त किये जाने वाले क्रय से संबंधित निविदा का प्रकाशन आवश्यक है। निविदा प्रकाशन से संबंधित Tender Paper की सॉफ्ट एवं हार्ड कॉपी इस पत्र के साथ संलग्न कर भेजा जा रहा है।

अनुरोध है कि इसे झारखण्ड सरकार, वन विभाग के Website:- www.forest.jharkhand.gov.in पर Upload करने की कृपा की जाय, ताकि निविदादाता उक्त Website से Tender Paper Download कर निविदा समर्पित कर सकें।

संलग्न:— यथोक्त।

आपका! विश्वासी,


वन प्रमण्डल पदाधिकारी,
कोर एरिया, व्याघ्र परियोजना, पलामू।

पलामू व्याघ्र आरक्ष

**CHIEF CONSERVATOR OF FOREST & FIELD DIRECTOR
PALAMAU TIGER PROJECT, DALTONGANJ
Jharkhand, India**

Phone : 06562 - 222282, Fax : 065462 - 222282

Website : www.forest.jharkhand.gov.in, e-mail:- dfo_corearea@yahoo.com

Tender Notice No.

Purchase of White Flash Camera Traps

last date of Tender Document 21.11.2015
(Technical and financial bid)

last date and time for Receipt of bids 27.11.2015
(Technical and financial offers)

Date & time for Opening of Tenders 27.11.2015
(Technical bids)

**CHIEF CONSERVATOR OF FOREST &
FIELD DIRECTOR PALAMAU TIGER PROJECT, DALTONGANJ**

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

| 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) |

पलामू व्याघ्र अरक्ष

CHIEF CONSERVETOR OF FOREST & FIELD DIRECTOR,

PALAMAU TIGER PROJECT, DALTONGANJ

Jharkhand, India

Phone: - 06562- 22282, Fax : 06562- 222282

Website : www.forest.jharkhand.gov.in, e-mail:- dfo_corearea@yahoo.com

Tender Notice No. -----

Purchase of White Flash Camera Traps

Tender Notice No. 1

Purchase of white Flash Camera Traps

Sealed Tenders are invited under Two Bid system from Original Equipment Manufacturers (OEM) or their Authorized Distributors in India for purchase of Camera Trap:

| Sl.No. | Tender | Last date for Receipt of Tenders (Technical & Price Bid) | Opening of Technical Bids | EMD by Demand Draft (DD) (in Rs) |
|--------|------------------|---|------------------------------|-------------------------------------|
| 1 | Tender Notice | 27/11/2015 1300 hrs | 27/11/2015 1400 hrs | 15000.00 |

Tender Document with detailed terms and conditions can be purchased office of the Divisional Forest Officer, Core Are, Project Tiger Palamau. by paying Rs. 500.00 in cash or in shape of Demand Draft payable in favour of Divisional Forest Officer, Core Are, Project Tiger Palamau Jharkhand or can be downloaded from the website www.forest.jharkhand.gov.in In case the tender document is downloaded, the tender cost of Rs. 500/- in shape of demand draft should be attached with the Technical bid.

Chief Conservator of Forest &
Field Director Palamau Tiger Project, Daltonganj.

पलामू ब्याघ्र आरक्ष

**DIVISIONAL FOREST OFFICER,
CORE AREA, DALTONGANJ, PALAMAU
Jharkhand, India**

Phone: 06562- 222282; Fax: 06562- 222282

Website: www.forest.jharkhand.gov.in, e-mail: dfo_corearea@yahoo.com

CHAPTER - 1

Instructions to bidders

Original Equipment Manufacturers (OEM)/Authorized Distributors in India 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 OEM or Authorized Distributors of OEM. A Tender Specific Authorization Certificate by OEM to this effect should be attached with the Technical Bid.
2. Tender should be addressed to Divisional Forest Officer, Core Area, Project Tiger Palamau -822101, Jharkhand India super scribbling Tender for Supply of Camera Traps against Tender Notice No. 1. 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 office of Divisional Forest Officer, Core Area, Project Tiger Palamau on a written request on the letter head of the company on payment of Rs. 500/- as cost of tender document. The tender document may also be down loaded from the Palamau Tiger Reserve/ Jharkhand Forest Department web site www.forest.jharkhand.gov.in. In case the tender document is downloaded from the web site, the tender fee must be attached with the technical bid; failing which their offer will not be considered.
4. List of organizations where the agency has 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 Palamau Tiger Reserve.
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 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau, 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 Palamau Tiger Reserve by means of courier/in person.
11. **Preliminary Scrutiny:** Prior to the detailed evaluation, the Divisional Forest Officer, Core Area, Tiger Project, Palamau 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau 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 Palamau Tiger Reserve will short-list technically qualified Tenderers on the basis of technical specifications and testing of the sample as given in Chapter 3 of this tender. The Commercial Offers of short listed technically qualified Tenderers will only be opened.
13. **Technical Evaluation:** The Committee constituted by the Chief Conservator of Forest & Field Director, Palamau Tiger Reserve, 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:** The committee certified for evolution of technical bids 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. **Palamau Tiger Reserve right to accept any offer and to reject any or all offers:** The CCF and Field Director, Palamau Tiger Reserve 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 Palamau Tiger Reserve action. Further, Director, Palamau Tiger 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) Tender Specific Authorization Certificate from the OEM along with the technical bid and (b) DGS&D/DGFT Registration Certificate for any prohibited, restricted or licensed or negative list items.
18. The tenderer should quote the rates of the items in figures as well as in words. In case of 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 Palamau Tiger Reserve 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. The tenderer must arrange for free demonstration of the quoted equipment in the office of Divisional Forest Officer, Core Area, Project Tiger, Palamau 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 Divisional Forest Officer, Core Area, Project Tiger, Palamau at the time of Supply/ Installation of the equipment.
25. Prices should be quoted in Indian Rupee by under supply in the American Dollar in the case of foreign supply.
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 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 Divisional Forest Officer, Core Area, Project Tiger Palamau. Only Form-16 (Road Permit) for transportation of equipment within India shall be provided by the Divisional Forest Officer, Core Area, Project Tiger Palamau. Please quote Sales Tax/VAT as applicable under extant rules.
(D) In case of foreign supplier/purchase, the Custom Duty Exemption Certificate issued by the Government of India will be provided by the Divisional Forest Officer, Core Area, Project Tiger, Palamau.
28. The prospective bidders are required to keep a watch on the Palamau Tiger Reserve website/Department of Forest & Environment, Jharkhand 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau, at its discretion, may extend the deadline for the submission of bids.

30. Pre-bid conference: If considered necessary by the Palamau Tiger Reserve 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau on a date as decided by him. 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 Original Equipment Manufacturer (OEM) or their authorized distributors in India.
32. The supplier must be in touch with Principals/our Clearing Agent as well as Divisional Forest Officer, Core Area, Project Tiger Palamau and appraise him about current status of shipment from time to time. It must a Divisional Forest Officer, Core Area, Tiger Project, Palamau ensures 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 the office of Divisional Forest Officer, Core Area, Project Tiger, Palamau 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 Divisional Forest Officer, Core Area, Tiger Project, Palamau 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 Palamau Tiger Reserve 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.

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, Divisional Forest Officer, Core Area, Tiger Project, Palamau will not be responsible for such delay and will not be considered by the Palamau Tiger Reserve.
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 super-scribed "Tender Notice. If any offer contains both technical bid & Financial bid together in one envelope, such offers shall be rejected outright.
4. The Earnest Money Deposit (EMD) of **Rs. 15000.00 (Fifteen Thousand only)** should be submitted along with Technical Bids. Those foreign bidders who wish to participate in the tender process will have to submit the EMD by way of Demand Draft in favour of Divisional Forest Officer, Core Area, Project Tiger Palamau, Jharkhand, India payable at Daltonganj. The tender document without EMD shall be outright rejected.
5. List of organizations where the agency has 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 specifications and requirements of Palamau Tiger Reserve.
7. **Offer Validity Period:** The tender offer should be valid for a minimum period of 90 days from the date of opening of the tender.
8. The purchase being made by the Divisional Forest Officer, Core Area/ Buffer Area, Tiger Project, Palamau is for scientific purposes and is exempted from Customs Duty and Excise Duty. Such certificate shall be issued by the Divisional Forest Officer, Core Area, Project Tiger Palamau. Further, customs duty as applicable by the Indian Government will be paid by the Palamau Tiger Reserve at the time of release of the shipment.

9. **Opening of Tenders/Quotation:** Technical bids of the offers received 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:** 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 of one year. The balance 10% payment shall be released after the entire supply of equipments and its acceptance by the Palamau Tiger Reserve on furnishing the Bank Guarantee/Fixed Deposit Receipt (FDR) of any Indian Nationalized Bank pledged in favour of Divisional Forest Officer, Core Area/ Buffer Area, Project Tiger, Palamau, Jharkhand, India. The Bank Guarantee/ FDR will be released only after successful completion of warranty period. The Bank Guarantee/FDR will have to be submitted directly by OEM or their authorized distributor in India. In case of foreign supplier/purchase, advance payment may be given by the Institute subject to providing Bank Guarantee/ FDR by their authorized Distributor in India.

11. **Performance Security:** Unconditional Performance Security (Bank Guarantee/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 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 Daltonganj.

B) The performance security/ Standby LC will be discharged by the Divisional Forest Officer, Core Area/ Buffer Area, Project Tiger Palamau 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 Divisional Forest Officer, Core Area/ Buffer Area, Tiger Project, Palamau 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 will have to be provided by the OEM/Indian Distributor. The name, address, telephone, fax and e-mail of authorized person, may be furnished for solving the problems of the unit(s) at Divisional Forest Officer, Core Area/ Buffer Area, Tiger Project, Palamau.

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. No third party purchase order or shipment of material will be allowed.
- 16. Insurance of imported consignment shall be arranged by Divisional Forest Officer, Core Area/ Buffer Area, Tiger Project, Palamau 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. **Penalty:** In the event of failure to supply the items within the stipulated delivery period, Palamau Tiger Reserve 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.
18. At any time prior to the deadline for submission of bids, the Divisional Forest Officer, Core Areal Buffer Area, Tiger Project, Palamau 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 Palamau Tiger Reserve.
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 Divisional Forest Officer, Core Area/ Buffer Area, Tiger Project, Palamau 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, Divisional Forest Officer, Core Area/Buffer Area, Project Tiger, Palamau, Daltonganj) 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, transportation upto Palamau Tiger Reserve, Daltonganj as estimated by the Divisional Forest Officer, Core Areal Buffer Area, Tiger Project, Palamau for imported goods) shall be the basis of evaluation with indigenous offers as per (a) above.
 - E) 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 Palamau Tiger Reserve 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 Divisional Forest Officer, Core Areal Buffer Area, Tiger Project, Palamau in writing of such conditions and the cause thereof. Unless otherwise directed by the Divisional Forest Officer, Core Area/ Buffer Area, Tiger Project, Palamau 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 Palamau Tiger Reserve 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 Daltonganj, Jharkhand, 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 Daltonganj, Palamau, Jharkhand, 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, 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, which ever 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

| WHITE FLASH CAMERA Quantity 113 Nos. and likely to increase | |
|---|------------------------------|
| Technical Specification/Parameters | Minimum requirement |
| Resolution | ≥ 3 MP |
| Pictures (white flash) | Day- Colour Night- Colour |
| Trigger speed | ≤ 0.25 Sec |
| Delay / Recovery Time | ≤ 45 sec |
| Flash Illumination range | ≥ 10 Meter (33 Feet) |
| Power supply | AA or D type battery |
| Data Storage | ≥ 2 GB |
| Stamping on Photo | Date , Time & camera id |
| Protective Cover | ALL WEATHER |

Technical Evaluation will be done on the following parameters:

- (i) 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 of OEM in India. A Tender Specific Authorization Certificate by OEM to this effect should be attached with the Technical Bid.
- (ii) 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.
- (iii) 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, vendor profile must be attached with technical bid including list of organizations where similar/identical equipment have been supplied by the firm.
- (iv) A sample of Camera Trap should be attached with the Technical Bid; failing which their offer will not be considered.
- (v) If any of the technical parameters does not meet the tendered specifications/parameters, their offer will not be considered and shall be rejected.

(vi) In case of offers which are having all the required documents and sample of the camera trap as has been mentioned above and are meeting all the technical specifications/parameters as given in the table above, then the sample provided by the bidding firms will be tested in field conditions and their offer will be accepted only in the event of acceptance of its results. The firms that meet the technical specifications/parameters will be invited to set up their camera trap in presence of the Technical Committee of Palamau Tiger Reserve for its testing. The Technical Committee of the Palamau Tiger Reserve will evaluate the photo results and select those camera traps that meet the basic needs i.e. ability to clearly visualize the stripe patterns of tigers and spot patterns of leopards under varying light conditions (day, night and twilight), varying distances and varying movement speeds (slow to fast walk).

(vii) The financial bid of those firms will only be opened who qualify in technical parameters and testing of sample as per (vi) above.

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

Date:

With Seal

Place:

Chapeter-4
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 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 Divisional Forest Officer, Core Area/ Buffer Area Project Tiger Palamau)

Note:

- (A) Rates should be quoted both in words & figures
- (B) For indigenous supply, supplier should quote final landing cost as FOR, Divisional Forest Officer, Core Area/ Buffer Area, Project Tiger, Palamau, Daltonganj.
- (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:

Contract Forms

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

(A) BID SECURITY FORM

Whereas _____ (hereinafter called *the Bidder*) has submitted its bid dated _____ (*date of submission of bid*) for the supply of _____ (*name and/or description of the goods*) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*Name of country*), having our registered office at _____ (*address of bank*) (hereinafter called "the Bank"), are bound unto _____ (*name of Purchaser*) (hereinafter called "the Institute") in the sum of _____ for which payment well and truly to be made to the said Institute, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20 _____

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; OR
2. If the Bidder, having been notified of the acceptance of its bid by the Institute during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Divisional Forest Officer, Core Areal/ Buffer Area, Project Tiger, Palamau up to the above amount upon receipt of its first written demand, without the Palamau Tiger Reserve having to substantiate its demand, provided that in its demand the Divisional Forest Officer, Core Areal/ Buffer Area, Project Tiger, Palamau will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)
(Name of Bidder)

PERFORMANCE SECURITY FORM

To: Divisional Forest Officer, Core Area, Project Tiger, Palamau

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 civil 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).