



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 Email: pka@wii.gov.in

Tender Notice No. WII/ACell/2014-15/40 (02)

Purchase of GPS with Interface Cable

Last date of sale of Tender Document : **09.10.2014 upto 1700 hrs**
(Technical and Financial bid)

Last date and time for Receipt of bids : **10.10.2014 upto 1500 hrs**
(Technical and Financial offers)

Date & time for Opening of Tenders : **10.10.2014 at 1600 hrs**
(Technical bids)

Administrative 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)



भारतीय वन्यजीव संस्थान
Wildlife Institute of India

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

Phone: 0135-2646110 & 0135-2640111 to 2640115 (Extn. 110);

Fax : 0135-2640117

Website: www.wii.gov.in Email: pka@wii.gov.in

Tender Notice No. WII/A Cell/2014-15/40 (02)

Purchase of GPS with Interface Cable

Separate Sealed Tenders as mentioned below are invited under Two Bid system from Original Equipment Manufacturers (OEM) or their Authorized Distributors/Authorized Dealers in India. Foreign bidders (OEM) or their authorized distributors may also participate.

Sl. No.	Item	Qty.	EMD by Demand Draft (DD) (in Rs)	EMD in US \$ for Foreign Bidders	Tender Cost	
					In Rs.	In US\$
1.	GPS with Interface Cable	70 Nos.	25,000/-	420	500/-	10

Tender Document with detailed terms and conditions can be purchased from the Cashier of the Institute by paying Rs. 500.00 in cash/US \$ 10 (Dollar Ten only) or in shape of Demand Draft payable in favour of Director, Wildlife Institute of India, Dehradun OR can be down loaded from the Institute's web site www.wii.gov.in or www.eprocure.gov.in. In case the tender document is downloaded from the web site, the tender cost should be attached with the Technical bid.

The last date of receipt of tender is 10.10.2014 upto 1500 hrs. The technical bid will be opened on the same day i.e. on 10.10.2014 at 1600 hrs.

Administrative Officer
Wildlife Institute of India
Dehradun



भारतीय वन्यजीव संस्थान Wildlife Institute of India

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

Uttarakhand, India

Phone: 0135-2646110 & 0135-2640111 to 2640115 (Extn. 110); Fax : 0135-2640117

Website: www.wii.gov.in Email: pka@wii.gov.in

CHAPTER - 1

Instructions to bidders

Original Equipment Manufacturers (OEM)/Authorized Distributors/Authorized Dealer 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 non-standard equipment should not be quoted. The tenderer must be OEM or Authorized Distributors of OEM or their authorized dealer in India. An authorization letter from the OEM or Authorized Distributor to this effect should be attached with the Technical Bid failing which their offer will not be considered by the Institute. Foreign bidders (OEM) or their authorized distributor may also participate in the above tender.
2. Tender in two bid systems should be submitted by the bidding firm along with Earnest Money Deposit (EMD) as mentioned in the above Table is to be provided along with technical bid.
3. 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 **GPS with Interface Cable** against Tender Notice **WII/ACELL/2014-15/40 (02)**'. 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 accordingly.
4. 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. 500/- as cost of tender document (US \$ 10.00 in case of foreign bidders or their authorized distributors applying directly). The tender document may also be downloaded from the Institute's web site www.wii.gov.in or www.eprocure.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 by the Institute.
5. The supplier should indicate brand/make and full details of the equipment 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/specifications of WII.

6. Conditional quotations/tenders shall not be accepted. This tender document is non-transferable. Bid once submitted shall not be allowed for withdrawal.
7. 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.
8. **Fixed Price:** The Financial Bid shall be on a fixed price basis 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.
9. **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 or email 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.
10. **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.
11. **Short-listing of Tenderers:** The Institute will short-list technically qualified Tenderers on the basis of technical specifications as given in Chapter-3 of this tender. The Commercial Offers of short listed technically qualified Tenderers will only be opened.
12. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the **equipment**.
13. **Evaluation of Financial Bids:** The Financial bids of only technically successful and shortlisted tenderers will be opened and ranking of the tenderers will be done according to the price quoted and comparison of rates will be made. Comparison of rates will be made on item wise only.

14. **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.
15. **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.
16. The agencies are required to submit their valid (a) an authorization letter from the OEM/Authorized Distributor along with the technical bid and (b) DGS&D/DGFT Registration Certificate for any prohibited, restricted or licensed or negative list items.
17. 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.
18. **Delivery Period:** In case of placing the supply order to the lowest bidder, the agency will be required to supply the ordered items FOR Wildlife Institute of India, Dehradun within a period of 10 days.
19. Country of origin and port/country of shipment should be indicated in the Financial Bid.
20. In case Authorized Indian Distributor/Dealer 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.
21. 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.
22. 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.

23. Firms registered with Government, Public Sector Undertakings (PSUs) are not exempted from payment of EMD.
24. (A) For indigenous supply, the final landing cost of the equipment after all discount, packing, forwarding, freight, insurance and taxes must be mentioned.
- (B) Form ~~£~~qor ~~₹~~qor 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.
25. 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.
26. 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.
27. **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.
28. Purchase of equipment from abroad shall be made directly from the Original Equipment Manufacturer (OEM) or their authorized distributors. Such bidders will be required to supply the equipments FOR, Wildlife Institute of India, Chandrabani, Dehradun and they should quote rates accordingly including the cost of custom duty, freight, taxes etc.
-

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. Offer 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 for Purchase of GPS with Interface Cable against Tender Notice No. WII/ACELL/2014-15/40 (02).~~ 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) for GPS with Interface Cable 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 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. 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.
6. **Offer Validity Period:** The tender offer should be valid for a minimum period of **90 days** from the date of opening of the tender.
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/Dealer. 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 on furnishing the Bank Guarantee/Fixed Deposit Receipt (FDR) of any Indian Nationalized Bank pledged in favour of Director, Wildlife Institute of India, Dehradun, Uttarakhand. 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/dealer 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/dealer 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/dealer or Authorized Indian distributors of the Foreign Supplier 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.
10. **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/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.

11. 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.
12. For foreign currencies, exchange rate prevailing on the date of opening of commercial bid shall be considered for conversion into Indian Rupees and for comparison of their rates.
13. 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.
14. 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. 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). No payment will be made by the Institute on the above parameters.
15. **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.
16. 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.

17. 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.
18. 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.
19. **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 FOR, Wildlife Institute of India, Dehradun price shall be the basis of evaluation. The foreign supplier thus should include all charges i.e. custom duty, freight, forwarding, insurance, taxes etc. The final landing cost FOR, Wildlife Institute of India, Dehradun will be the basis of evaluation.
 - D) **Imported Vs. Indigenous offer:** The final landing cost of purchase of foreign equipment taking into account, freight, forwarding (customs clearance charges including custom duty to be paid in India, transportation upto Wildlife Institute of India, Dehradun as quoted by the supplier 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.
20. **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.

21. **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.
22. **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.
23. **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.
24. 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

Item: Handheld GPS with Interface Cable

Specifications	Qty required
<ul style="list-style-type: none">• Weight less than . 200 gm• Battery: AA Cells• Capable of receiving GPS & Glonass data• Number of channels . Minimum of 12 simultaneous channels• Port . USB with interface cable• Waypoints . 500 or more• Tracks . 10 or more• Battery life : Minimum 12 hrs• Water proof• Capability to upload basemaps	70 Nos.

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/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. An authorization certificate issued by the OEM should be attached with the technical bid failing which their offer will not be considered by the Institute.
- (ii) The Earnest Money Deposit (EMD) as mentioned in the above Table in shape of Bank Draft/FDR in favour of Director, Wildlife Institute of India, Dehradun should be attached in the Technical Bid; failing which their offer will not be considered by the Institute.
- (iii) 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.

- (iv) 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.
 - (v) If any of the parameters/criteria mentioned above does not meet the tendered specifications/parameters of the equipment mentioned in the above table, their offer will not be considered and shall be rejected.
 - (vi) The financial bid of those firms will only be opened who qualify in technical parameters.
-

CHAPTER – 4

Price Schedule

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

For imported items in Foreign currency:

- | | |
|---|-------|
| 1. Cost of Equipment | _____ |
| 2. Total Ex-works value | _____ |
| 3. Total Inland, Packing, forwarding & handling/
Insurance including custom duty | _____ |
| 4. Freight charges upto Delhi Airport and upto
Wildlife Institute of India, Dehradun | _____ |
| 5. Total Price FOR, Wildlife Institute of India,
Dehradun | _____ |

Note:

- (A) Rates should be quoted both in words & figures
- (B) Commercial bid should be submitted in a separate sealed envelope super scribing %Financial Bids+

Signature of OEM/Authorized Distributor/Dealer

With Seal

Date:

Place:

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

- | | |
|---|-------|
| 1. Cost of Main Unit | _____ |
| 4. C.S.T | _____ |
| 5. Other taxes, if any | _____ |
| 6. Other charges, if any | _____ |
| 7. Packing, forwarding, freight & Insurance | _____ |
| 8. Total final landing cost (FOR 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/Dealer

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

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").

THE CONDITIONS of this obligation are:

- We undertake to pay the Institute up to the above amount upon receipt of its first written demand, without the Institute having to substantiate its demand, provided that in its demand the Institute 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.

_____ (Signature of the Bank)
 _____ (Name of Bidder)

(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 $\bar{o} \bar{o} \bar{o} \bar{o} \bar{o} \bar{o} \bar{o} \bar{o} \bar{o} \bar{o}$.. (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).