

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

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Tender Notice No. WII/A Cell/2016-17/SSK/36 TENDER DOCUMENT

S.No	Name of the Contract	
1.	Purchase of White Flash Camera Traps	

NOTICE INVITING e- TENDER (OPEN)

Online e-tender are invited on behalf of Director, Wildlife Institute of India, Dehradun from the Original Equipment Manufacturer (OEM) or Authorized Distributors of OEM in India who fulfil the eligibility criteria for purchase of White Flash Camera Traps at Wildlife Institute of India (WII), Chandrabani, 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)

Details of e-Tender:-				
1.	e-Tender No.	WII/A Cell/2016-17/SSK/36		
2.	Mode of Tendering	On-line bidding system through Central Public Procurement Portal i.e. http://eprocure.gov.in		
3.	Type of Tender	Two Bid System		
4.	Tender Fee (original to be submitted off-line)	Rs 500 /- (Non-refundable)		
5.	Earnest Money Deposit (EMD) (original to be submitted off-line)	Rs 1,50,000 /- (Refundable)		
FMD and Tender Fee should besubmitted in INR by way of Demand Draftin favour				

EMD and Tender Fee should besubmitted in INR by way of Demand Draftin favour of The Director, Wildlife Institute of India, Dehradun

(II)Time schedule of e- Tender:

S.No	Particulars	Date	Time
1.	Date of Publishing of e-Tender	19 th August, 2016	17:00 Hrs.
2.	On-line Bid Submission start date	20 th August, 2016	09:00 Hrs.
3.	On-line Bid submission End date	19 th September, 2016	15:00 Hrs.
4.	Last date of EMD and Tender Fee along with hard copy of the tender document.	26 th September, 2016	17:00 Hrs.
5.	Due date of opening of Tender (Technical Bid)	27 th September, 2016	16:00 Hrs.
6.	Date and time of opening of Price Bid	Will be communicated only Techno-Commercially acceptable/ Qualified Bidders separately.	
7.	Venue	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 given below:

Chapter	Please refer for details as :		
1	Instructions to bidders		
2	Conditions of Contract		
3	Technical Specification & Schedule of Requirement and Eligibility		
	Criteria for Technical Evaluation		

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

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



(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. 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. 1,50,000/- (Rupees One Lakh Fifty thousand Only) in a form of Demand Draft in favour of The Director, Wildlife Institute of India payable at Dehradunfrom any Commercial/Recognized/Nationalized Bank in India.
 - III. The Bidders are required to submit Tender Fee and EMD to the Administrative Officer, Wildlife Institute of India, Chandrabani, Dehardun 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 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. The bidders should upload the scanned copies of all relevant certificates, documents etc. in 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.
- 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.1,50,000/- (Rupees: One Lakh Fifty 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 down loaded 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-tendercorrection 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 bindingon 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. **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.
- 26. 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.
- 27. **Preliminary Scrutiny:** Prior to the detailed evaluation, the Institute will determine thesubstantial 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.
- 28. **Short-listing of Bidders:** The Institute will short-list technically qualified Bidders on the basisof technical parameters and other conditions as given in **Chapter 3** of this tender document. The Commercial Offers of short listed technically qualified Bidders will only be

opened.

- 29. **Technical Evaluation:** The Committee constituted by the Institute, will do the TechnicalEvaluation of the offers.
- 30. Evaluation of Financial Bids: The Financial bids of only technically successful bidders willbe 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.
- 31. **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.
- 32. Institute's right to accept any offer and to reject any or all offers: The Institute reservesthe 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. The quantity of the equipment mentioned in the tender document may increase or decrease as per need.
- 33. 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.
- 34. Any statutory **Certificate/Permission/License** required for the contract has to be procured by the firm at their own cost.

Chapter-2

Conditions of Contract

- 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 four months from the date of opening of the tender.
- 3. Opening of Tenders/Quotation: Technical bids of the offers received with requisites EMDand sample of the equipment will be opened on the date as specified in the tender. All tenders received without EMD and Samples of Equipment 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 (as per terms and conditions mentioned in Chapter-3 of this Tender Document) will only be considered for opening of their financial bids at a later date, which will be communicated to concerned suppliers before opening their Financial Bids.
- 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 may be released after the entire supply of equipments and its acceptance by the Institute 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.
- 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.

- B) The performance security 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.
- 6. **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.

- 7. The entire Unit along with accessories and spare parts must be supplied in one single unit and neither part deliveries will be accepted. 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.
- 8. 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.
- 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.

- 10. **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.
- 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.
- 12. 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.
- 13. **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 comparisonof rates will be made accordingly as per Financial Bid. The Financial offer shall be in accordance with the proforma given in **Annexure-1** (BOQ).
- 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 as under:
 - A) **Comparison** of rates will be made item wise only.
 - B) 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. Lowest bidder would be arrived on the basis of cost of the total number of equipments after adding all taxes, freight, insurance etc. and FOR Wildlife Institute of India, Chandrabani, Dehradun.
 - C) 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.

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, it's 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, which ever 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 and Eligibility Criteria for Technical Evaluation

WHITE FLASH CAMERA – Quantity – 406 Nos.				
Technical Specification/Parameters	Minimum requirement			
Resolution	>= 3 MP			
Pictures	Day- Colour			
(white flash)	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) Tender Fee of Rs.500/- (Rupees Five Hundred only) and Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in shape of Demand Draft in favour of The Director, Wildlife Institute of India payable at Dehradunfrom any Commercial/Recognized/Nationalized Bank in India is to be submitted to the Administrative Officer, Wildlife Institute of India, Chandrabani, Dehardun 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.
- (ii) 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.
- (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, and that all requirements there-for are quoted.

- (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, vendor profile must be attached with technical bid including list of organizations where similar/identical equipment have been supplied by the firm.
- (v) Two samples of Camera Trap should be attached with the Technical Bid; failing which their offer will not be considered. The samples are to be submitted to the Administrative Officer, Wildlife Institute of India, Chandrabani, Dehardun 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.
- (vi) If any of the technical parameters does not meet the tendered specifications/ parameters as given in the above mentioned Table, their offer will not be considered and shall be rejected.
- (vii) 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 Technical Committee of the Institute 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).
- (viii) The financial bid of those firms will only be opened who qualify in technical parameters and testing of sample as per criteria given in para (vii) above.

Annexure-1

BOQ (Financial Bid) (Rates are to be filled up online only)

Financial Bid Proforma for Supply of White Flash Camera Traps

- 1. Cost of Camera Trap in Rupees (Unit Cost)
- 2. CST/VAT for each unit (in Rupees)
- 3. Other charges, if any for each unit
- Total cost of 406 Units, FOR
 Wildlife Institute of India, Dehradun

Signature of OEM/Authorized Distributor (with seal)