

Two Bid Tender Document

PURCHASE OF SCIENTIFIC EQUIPMENTS FOR VARIOUS DIVISION OF FRI,
DEHRADUN



Forest Research Institute
P.O. New Forest
Dehradun-248006
2018-19

Print

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Neha Goel

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25/7

Notice Inviting Tenders
(National Competitive Bidding)

Forest Research Institute
(Indian Council of Forestry Research & Education)
Post- New Forest, Dehra Dun – 248006, Uttarakhand, India

Phone: 0135-2224205; Fax: 0135-2756865
Website: www.fri.res.in Email: po_fri@icfre.org

TENDER NO: X-23/2018-19/Purchase

Online bids are invited on single stage two bid systems for purchase of Homogenizer / Disperser, Wood Welding Machine Setup, Bio-Spectrometer, Rotary Evaporator with Vacuum Controller and Vacuum pump and Denovo-Transcriptome Profiling Dendrocalamus strictus for various Divisions of FRI, Dehradun

1. Manual bids shall not be accepted.
2. Bid/Tender documents may be downloaded from FRI web site www.fri.res.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the tender critical date sheet given below :

Events	Important date/ time	Venue
Published Date	25.07. 2018 5.00 P.M	Newspaper/FRI website and CPP portal
Bid document download	25.07.2018 6.00 P.M	Central Public Procurement Portal (CPPP)
Due date for pre-bid conference	31.07. 2018 11.00 A.M	Purchase Section, Main Building, FRI
Bid submission start date	01.08. 2018 5.00 P.M	CPP portal
Bid submission end date	21.08.2018 3.00 PM	CPP portal
Opening date of technical bids	22.08.2018 3.00 P.M	CPP portal / Purchase Section Main Building, FRI
Opening date for financial bids	It will be decided after technical evaluation	CPP portal

CONTENT OF TENDER PAPER

This paper includes the following documents:-

1. Notice Inviting tender (Chapter I)
2. Instructions to bidders (Chapter -II)
3. Conditions of contract (Chapter III)
4. Schedule of requirements (Chapter IV)
5. Specifications and allied details (Chapter V)
6. Price Schedule (Chapter VI)
7. Contract form (Chapter VII)
8. Other standard forms (Chapter VIII)


Purchase Officer

Chapter-I

Notice Inviting Tenders
(National Competitive Bidding)
Forest Research Institute
(Indian Council of Forestry Research & Education)
Post- New Forest, Dehra Dun – 248006 Uttarakhand, India

Phone: 0135-2224205; Fax: 0135-2756865
Website: www.fri.res.in Email: po_fri@icfre.org

TENDER NO: X-23/2018-19/Purchase

BIDDING DOCUMENT

Online Tenders are invited from the reputed firms for the purchase of Homogenizer / Disperser, Wood Welding Machine Setup, Bio-Spectrometer, Rotary Evaporator with Vacuum Controller and Vacuum pump and Denovo-Transcriptome Profiling Dendrocalamus strictus for various Division of FRI, Dehradun.

Item No.	Name of Item/Scientific Equipment	Quantity Required	EMD;s	Division
1.	Homogenizer / Disperser	1 No.	Rs. 6,000/-	Forest Products Div.
2.	Wood Welding Machine	1 No.	Rs. 6,800/-	Forest Products Div.
3.	Bio-Spectrometer	1 No.	Rs. 10,000/-	G.&T.P Div.
4.	Rotary Evaporator with Vacuum Controller and	1 No.	Rs. 6,000/-	Chemistry Div.
5.	Denovo-Transcriptome Profiling Dendrocalamus strictus	10 Nos	Rs. 7,200/-	G.&T.P. Div.

The details of the above items and other Terms and Conditions, etc. are available in the Tender Documents. The tender forms and specifications are available at web site www.fri.res.in and CPPP site <https://eprocure.gov.in/eprocure/app>


PURCHASE OFFICER

Chapter-II

Instructions to Bidders

The additional terms & condition/guidelines given in the notification No.2-1/2016-IFD Dated 10th July 2017 will also be consider during the evaluation of tender at the different stage.

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Bidder are advised to follow the instructions provided in the "Instructions to the Tenderer/Bidder" for the e-submission of the bids online through the Central Public procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

Hardcopies of EMD & Tender Fee OR its exemption certificate must be reached in the prescribed form on or before the last date/time of online submission of the bid.

Not more than one tender shall be submitted by one tenderer/bidder having business relationship. Under no circumstances will father and his sons or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer/bidder who has downloaded the tender from the www.fri.res.in and Central Public procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not temper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD shall be forfeited and tenderer/bidder is liable to be banned from doing business with FRI in future.

The Supplier and its Sub contractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier.

All Goods (brand new) and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

The Purchaser (FRI) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure-I.

Prices shall be quoted as specified in each Price Schedule (BoQ) as provided. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:-



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(a) For Goods manufactured in India:

- (i) The price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off the-shelf, as applicable), including all excise duty and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods to be quoted in BOQ;
- (ii) The price for inland transportation, insurance, and other local services required to deliver the Goods to their final destination (Project Site) as specified in the Bid document to be quoted in BOQ.

(b) For Goods manufactured outside India, to be imported:

- (i) The price of the Goods quoted at FOB up to named place of destination as specified in the Bid Document to be quoted in BoQ.
- (ii) The price for inland transportation, insurance, and other local services required to deliver the Goods from the named place of destination specified in the Bid document to be quoted in BoQ.

(c) For Goods manufactured outside India, already imported:

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid\or to be paid on the Goods already imported to be quoted in BOQ in INR.

Intending tenderers/bidders are advised to visit again FRI website www.fri.res.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum / amendment.

Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**.

Handwritten signatures and initials:
Neha Goyal
Bimal
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[Signature]
[Signature]
[Signature]

Check List

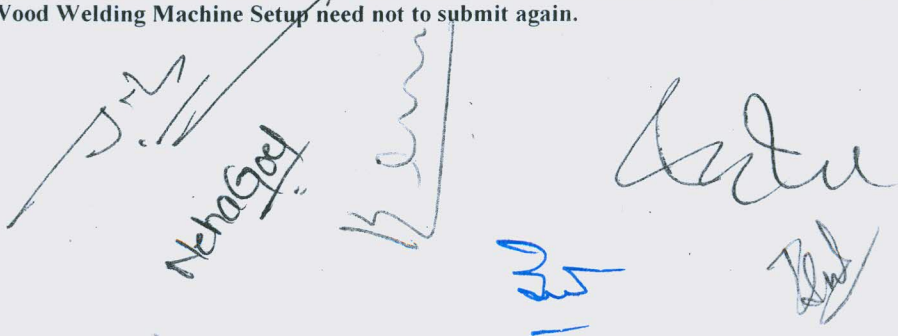
Item No	(A) Qualifying documents	Yes/No	Page No.
1.	Tender fees for R` 590/- (including 18% GST) in shape of D.D/ Exemption certificate		
2.	EMD for item No. (1) of ` 6,000/- Item No. (2) of ` 6,800/- Item No. (3) of ` 10,000/- and item No. (4) of ` 6000/- (5) of ` 7200/- in shape of FDR /EXEMPTION Certificate		
3.	Signed and scanned copy of AUTHORIZATION certificate, if applicable.		
4.	Signed and scanned copy of PAN card		
5.	Signed and scanned copy of TENDER ACCEPTANCE LETTER as per tender document.		
6.	Signed and Scanned copy of GST certificate, if applicable.		
7.	Signed and Scanned copy of Affidavit of PARTNERSHIP DEED, if applicable.		
8.	Signed and Scanned copy of AUDITED BALANCE SHEET of last three years.		
9.	Signed and Scanned copy of affidavit in non-judicial stamp paper of Rs 10/- by the firm that it has NEVER BEEN BLACK-LISTED/DEBARRED/BANNED by any Govt. Department/ Public sector must be attached along with the Bid, failing which the Bid shall be rejected.		
10.	Signed and scanned copy of DGS&D Enlistment Certificate. It is compulsory for all firms in India (agent/ authorized supplier/ dealer/ subsidiary/ integrators/ Distributors / Stockiest, etc. of their foreign principals) desirous to quote in foreign currency directly on behalf of their foreign principal and payment has to be made to their foreign principal, to get themselves enlisted with DGS&D as per directive of Department of Expenditure, Ministry of Finance. The enlistment is not equivalent to the Registration with DGS&D. Registration with the DGS&D shall not be treated as Enlistment if any firm in India quoting on behalf their foreign principal in foreign currency. Proof of enlistment with Department of Expenditure, Ministry of Finance through DGS&D for bidding firm in India who desires to quote directly on behalf of their foreign principal in foreign currency must be attached with the technical bid.		

(B) Technical documents

1.	Signed and Scanned copy of complete technical details specification of the quoted items with make and model of all systems, sub systems and additional items mentioned in the technical bid.		
2.	ORIGINAL BROCHURES / CATALOGUE with other Literature And WRITE-UPS should be uploaded as proof.		
3.	Signed and Scanned copy of the self certification only from the local suppliers that the item offered meets the minimum local content (50 % or more Indian manufactured parts are used in the item by cost/value) and shall give the details of the location at which the local value addition is made, if applicable.		
4.	Signed and Scanned copy of registration of Micro, Small & Medium Enterprises registered with National Small Scale Industries corporation Ltd. if applicable.		
5.	Scanned and signed copy of users list and supportive documents from the users for the satisfactory performance and after sales service which shows ATLEAST LAST TWO YEARS EXPERIENCE of the firm for the supply/provide of similar type of goods/ services.		
6.	All specifications should be certified and guaranteed for GENUINENESS & BRAND NEW ITEM and that the model of the equipment is NOT GOING TO BE OBSOLETE in near future (5 years) (Scanned and signed copy of supportive documents from the Principal to be enclosed).		
7.	AVAILABILITY OF SPARES/PARTS for next five years to be ensured (supportive documents from the Principal to be enclosed)		
8.	Scanned and signed copy of TENDER DOCUMENT		

Note:

- It is compulsory to fill the above check list.
- The document should be submitted/uploaded online in CPP portal in the above order of the check list and place the check list as cover page with pagination of documents.
- In the absence of any of the qualifying documents, the bid shall be rejected.
- The firm who already submitted EMD and Tender fee in the tender no. FRI-DDN-FPD/WS/2-21 for item no 2 Wood Welding Machine Setup need not to submit again.



Conditions of Contract

Submission of Tender

The tender shall be submitted/uploaded online in Two parts, viz., Technical Bid and Price Bid.

The offers submitted by Hardcopy/Fax/email shall not be considered. No correspondence will be entertained in this matter.

All the pages of the bid being submitted/uploaded must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

Pre-bid conference:

A pre-bid conference will be arranged with the end users for finalization/clarification of technical specifications of the equipment. Bidders are requested to take part in the Pre-Bid Conference at scheduled date and time. The suggestions given by the bidders in the form of phone, email, FAX, etc. will not be entertained. The bidder must be present in Pre-Bid Conference, if bidder requires any change/modification in Bid Document. The change/modification will be incorporated in the Bid Document suggested by the bidder after the open discussion among the end user, other interested bidders and the committee members. The modified specifications, if any, after Pre-bid conference will be available at the CPP Portal. After Pre-bid conference no changes will be accepted in the desired specifications. If no party attends the Pre-bid conference then listed specifications will be considered as final.

Cover 1. Technical Bid

Following documents are to be furnished by the Tenderer/Bidder along with **Technical Bid** as per the tender document:

A) Qualifying documents:

- I) **Tender fee:-The tender form downloaded from above web sites must include Rs. 590/- (including 18% Service Tax) by crossed Demand Draft in favour of Director, FRI as tender fee submitted by post / hand to Purchase Officer, Forest Research Institute, Dehradun-248006 on and before the end date of bid submission, and the scanned copy of the same should be uploaded in the Portal.**
5. II) Earnest Money Deposit (EMD) item No. (1) Homogenizer / Disperser of ` 6,000/- Item No. (2) Wood Welding Machine setup of ` 6,800/- item No. (3) Bio-Spectrometer of ` 10,000/- item No. (4) Rotary Evaporator with Vacuum Controller and Vacuum pump of ` 6000/-and item No. (5) of ` 7200/-in shape of FDR /EXEMPTION Certificate in favour of Director, FRI for should be submitted by post / hand to Purchase Officer, Forest Research Institute, Dehradun-248006 on and before the end date of bid submission, and the scanned copy of the same should be uploaded in the Portal. **The firm who**

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already submitted EMD and Tender fee in the tender no. FRI-DDN-FPD/WS/2-21 for item no 2 Wood Welding Machine Setup need not to submit again.

- III) Signed and scanned copy of Authorization certificate, if applicable.
- IV) Signed and scanned copy of PAN Number.
- V) Signed and scanned copy of Tender Acceptance Letter.
- VI) Signed and scanned copy of GST certificate if applicable.
- VII) Signed and scanned copy of Affidavit of partnership deed, if required.
- VIII) Signed and scanned copy of audited Balance sheet of last three years.
- IX) Signed and scanned copy of affidavit in non-judicial stamp paper of Rs 10/- by the firm that it has never been black-listed / debarred / banned by any Govt. Department / Public sector must be attached along with the Bid, failing which the Bid shall be rejected.
- X) Signed and scanned copy of DGS&D Enlistment Certificate. It is compulsory for all firms in India (agent/ authorized supplier/ dealer/ subsidiary/ integrators/ Distributors / Stockiest, etc. of their foreign principals) desirous to **quote in foreign currency** directly on behalf of their foreign principal and payment has to be made to their foreign principal, to get themselves enlisted with DGS&D as per directive of Department of Expenditure, Ministry of Finance. The enlistment is not equivalent to the Registration with DGS&D. Registration with the DGS&D shall not be treated as Enlistment if any firm in India quoting on behalf their foreign principal in foreign currency. **Proof of enlistment with Department of Expenditure, Ministry of Finance through DGS&D for bidding firm in India who desires to quote directly on behalf of their foreign principal in foreign currency must be attached with the technical bid.**

B) Technical Documents :

- i) Signed and scanned copy of complete technical details/specification of the quoted items with make and model of all systems, sub systems and additional items mentioned in the technical bid.
- ii) **ORIGINAL BROCHURES / CATALOGUE with other Literature And WRITE-UPS** should be uploaded as proof.
- iii) Signed and Scanned copy of the self certification only from the local suppliers that the item offered meets the minimum local content (50% or more Indian manufactured parts are used in the item by cost/value) and shall give the details of the location at which the local value addition is made. Otherwise, the bidder shall be not consider under local supplier category.
- iv) Signed and Scanned copy of registration of Micro, Small & Medium Enterprises registered with National Small Scale Industries Corporation Ltd. if applicable.
- v) Scanned and signed copy of users' list and supportive documents from the users for the satisfactory performance and after sales service which shows at least two years experience of the firm for the supply/provide of similar type of goods/ services.
- vi) All specifications should be certified and guaranteed for genuineness and brand new item and that the model of the equipment is not going to be obsolete in near future (5 years) (supportive documents from the Principal to be enclosed).
- vii) Availability of spares/parts for next five years to be ensured (supportive documents from the Principal to be enclosed).
- viii) Scanned and signed copy of tender document.

Note: During the preparation of technical proposal, in addition to technical details of the equipment along with scanned copies of **original catalogue and other literature** and information as required in the list of the 'Qualifying & Technical Documents' of the bid document must be uploaded in CPP Portal as signed and scanned copy.

Cover 2. Price Bid

Hard copies of financial and technical bid should not be submitted physically to the Purchase Section FRI Dehradun. The financial proposal must be submitted / uploaded in the Schedule of price bid in the form of BoQ_1.xls separate for each item. Full details of business terms and conditions, e.g. packing and forwarding, delivery period, GST/Sales Tax/Trade Tax (whether provincial or Central), other Taxes/Charges, if any, the validity period of quotation, discount, free delivery, packing or any other information relevant to the items may please be indicated clearly. Prices must be quoted F.O.R. Dehradun. Foreign bidders, for **imported goods** if supplied directly from abroad, shall quote prices on **FOB value basis** in any freely convertible currencies. The price for inland transportation, insurance, and other local services required to deliver the Goods from the named place of destination specified in the Bid document to be quoted in BOQ. **The Price bid undertaking and Schedule of price bid in the form of BoQ_1.xls must be filled as per format given in Chapter –VI: Price Bid Schedule.**

Proposal Evaluation

Clarification of Bids

To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser, at its discretion, may ask any Bidder for a clarification of its Bid. The Purchaser's request for clarification and the response shall be in writing by post/email/fax etc. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors noticed by the Purchaser in the Evaluation of the bids.

If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

Unresponsive bids

The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the Bid Document. The bids are liable to be treated as non-responsive and will be rejected if bidder does not upload qualifying and technical documents as required in the Bid Document.

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Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, **the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders.** Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid may be ignored.

Evaluation of Bid

The OM nos. 2-1/2016-IFD dated 10/07/2017: F – 18/3/2017-PPD dated 4/07/2018 and Order no. P-45021/2/2017-B.E-II dated 15/06/2017; Subject: Public Procurement (Preference to make in India) Order 2017, shall be implemented during the evaluation of the bid. The below mentioned components nos. 3a, 3b and 3c, 5, 6, 7 and 9a and 9f of the Order no. P-45021/2/2017-B.E-II dated 15/06/2017 shall be specifically take care during evaluation of the tender:

3a. Where there is sufficient local capacity and local competition* and where the estimated value of procurement is Rs. 50 lakhs or less, only local supplier (The local suppliers means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content**) shall be eligible. If the procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraphs b or c as the case may be, shall apply.

*For sufficient local capacity and local competition, at least three eligible local suppliers (who have minimum 50% local content is required) must be participated in the bid as responsive bidder otherwise the bid shall be decided by the evaluation of all the responsive bidders irrespective of their origin.

**Local content means the amount of value added in India which shall, unless otherwise prescribed by the nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported contents in the item including all custom duties as a proportion of the total value in % (No. 2 of the order).

3b. In the Procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed.

i. Among all qualified bids, the lowest bid will be termed as L1 if L1 is from a local supplier the contract for full quantity will be awarded to L1.

ii If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Therefore, the lowest bidder among the local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to



matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly in case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3c. In procurements of goods not covered by sub-paragraph 3a which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed

i. Among all qualified bids the lowest bid be termed as L1. If L1 is from a local supplier the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local suppliers quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

5. The minimum local content shall be 50%.

6. Margin of Purchase Preference: The margin of Purchase Preference shall be 20%. The margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

9a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give the details of the location at which the local value addition is made.

A two-stage procedure will be adopted in evaluating the proposals.

(i) **Technical Evaluation:**

The additional terms & condition/guidelines given in the notification No.2-1/2016-IFD dated 10th July 2017 will also be consider during the evaluation of tender at the different stage.

The price preferences for MSME firms will also be given as per the rule if they submitted relevant documents with the bid.

(a) **Evaluation of Qualifying Documents:** Tenders shall be scrutinized and evaluated by the Technical Committee or a Committee constituted by competent authority with reference to

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parameters prescribed in the Bid document. First of all, the qualifying documents of the bid will be checked and in absence of any of qualifying documents, the bid will be rejected.

- (b) **Evaluation of Technical Specification:** Thereafter, the qualified bids shall be undergone for technical evaluation on the basis of the technical/ scientific specifications. The evaluation committee appointed by the competent authority will carry out its evaluation applying the evaluation criteria and point system as specified below. Each responsive proposal will be attributed a technical score. The points given to technical evaluation criteria are as under:

Technical specifications of the equipment	100
Total	100

The technical proposal should score at least 80 points out of 100 to be considered for Financial Evaluation.

In case of Item No 5. Denovo-Transcriptome Profiling *Dendrocalamus strictus*, the complete Specification (100 %) shall be considered for technical evaluation and the item / services in the bid must fulfill all the specification for qualifying technically.

- (ii) **Financial evaluation:** Financial bids of only technically qualified bidders shall be opened online for further scrutiny and evaluation on a date notified.

The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate landing cost. **Wherever, against a requirement, both indigenous as well as imported offers are received**, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies, etc as may be applicable from time to time for taking purchase decision.

The ultimate/landing cost in respect of store is arrived at by considering following below elements including AMC, Warranty, and Extended Warranty cost, etc if any unless these are optional requirements.

(A) Indigenous stores

1. Basic price
2. Excise duty (if applicable)
3. GST & other applicable taxes
4. Insurance, freight and transportation of goods up to sites

(B) Imported stores

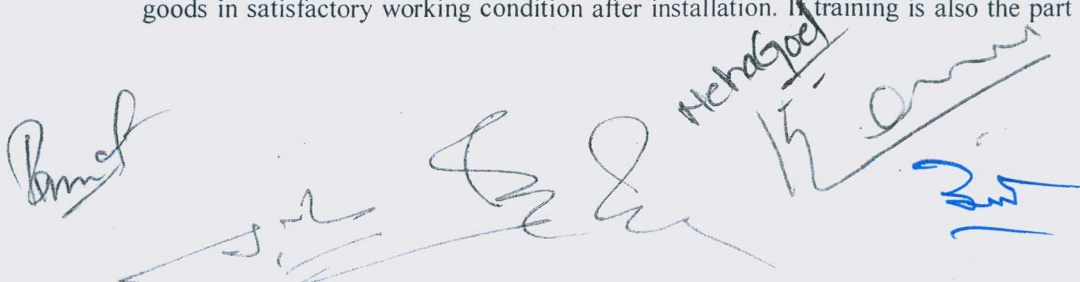
1. Total Net FOB price in foreign currency of the project.
2. Plus Freight and Insurance charge over FOB price of shipment of stores coming through Customs.
3. Plus Custom Duty in India (if not exempted i.e. there is no mention in technical requirement to provide custom exemption certificate by consignee). Custom duty is applicable on hardware, software, Equipments, instruments, consumables and other items, etc. coming through customs Clearance. Custom duties on services are not levied.

4. Plus Landing clearing and Bank charges @1.0% of total net FOB price of the project.
5. Plus actual Inland freight/insurance/transportation of goods in India up to the user sites quoted by bidder.
6. Plus Service tax and any other applicable charges in India, if any.

General Terms & Conditions

The offer will be subject to the following terms and conditions:

1. The goods to be supply must be **BRAND NEW** only.
2. The bidder needs not to submit technical and financial bid physically. However, EMD and Tender Fee must be reached physically on or before the end date/time of the tender by hand/post otherwise bid will not be entertained.
3. Please note that FRI, Dehra Dun has Custom Duty Exemption and Excise Duty Exemption Certificate. This may be kept in consideration while quoting the rates.
4. The stores are required to be delivered in full and within 90 days/or time given in Supply Order after acceptance of the offer. If supplier asks for extension, it should be within the validity period and penalty as liquidated damage shall be charges @ 0.5% per week or 2% per month up to the maximum of 10% of the bidding cost in the extension period. It may be waived in unavoidable circumstances with the approval of competent authority.
5. The offer should be firm and open for acceptance till 120 days from the stipulated date of opening. Price escalation will not be allowed.
6. Full details of business terms and conditions, e.g. packing and forwarding, delivery period, GST, other Taxes/Charges, if any, the validity period of quotation, discount, free delivery, packing or any other information relevant to the items may please be indicated clearly.
7. Freight, forwarding charges, if any, should be mentioned in the offer. In case of import being done by this institute, the FOB prices should be mentioned. The stores are required to be delivered to the consignee concerned and the consignee will do inspection and verification of the goods.
8. Indian vendor shall quote prices on F.O.R. destination (sites of consignee) basis and Payment to Indian supplier shall be paid in Indian rupees only.
9. The Indian bidder supplying imported goods shall quote in Indian Rupees only if purchase order to be placed to them. It is the responsibility of Indian firm to pay custom duty, etc. FRI shall not be responsible for custom clearance. Prices quoted by the tenderer shall remain firm and fixed during the contract.
10. Foreign bidders supplying imported goods directly from abroad shall quote prices on FOB value basis in any freely convertible currencies.
11. Foreign bidder may quote in INR towards allied service in India to be taken by their local partner. Any firm in India (agent/ authorized supplier /dealer/ subsidiary/ integrators/Distributors/ Stockist, etc of their foreign principal) quoting prices in foreign currency and payment has to go to his foreign principal; the Indian firm shall not be paid in foreign currency in such cases.
12. No bid should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder.
13. Full specifications, details and information regarding the articles to be supplied, such as make, size, etc. along with scanned copies of **original catalogue** or certified copies of original catalogue etc. to be furnished with the offer.
14. The list of users of goods of similar or same nature in the country should also be enclosed.
15. Normal terms of payment will be 100% payment within 30 days after receipt and acceptance of goods in satisfactory working condition after installation. If training is also the part of the offer,



 The bottom of the page contains several handwritten signatures in blue ink. One signature is clearly legible as 'M. K. Singh'. There are also some handwritten notes and stamps, including one that appears to say 'M. K. Singh' and another that says 'M. K. Singh' with a checkmark.

20% payment will be released after the training. Generally no advance payment is made. If it is essential in cases of maintenance contract /AMC, the advance payment will not exceed by 50% of the contract. It shall be paid after receiving the 110% Bank Guarantee. Other terms of payment should be clearly spelt in the offer. The LC will be opened in case of imported equipments quoted in the foreign currencies.

16. The tender should accompany a DEMAND DRAFT/FDR of value as indicated in tender as Earnest Money (EMD), payable to the Director, Forest Research Institute, Dehradun, which will be refunded, without interest, if the offer is not accepted. In case the offer is accepted but not honored by the tendered; the Earnest Money will be forfeited. The Earnest Money will also be forfeited, if wrong information is given in the tender to influence the tender cost.
17. The Bidder should also specify regarding Dealership/Proprietary item and copy of the latest certificates from the principal should be produced with the tender.
18. The tenderer should quote on their printed letter-head paper, indicating thereon Sales GST/Trade Tax No., Registration No., Fax No., Telex No., Telephone No., E-mail, etc.
19. Variation in quantity is limited to 30% with the approval of competent authority. The reduction in the cost of the additional quantity of the goods/services will be 1% of the tender value.
20. Two year onsite comprehensive WARRANTY for all the items and works to be given OR (as specified in specifications).
21. All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
22. **Performance Bank Guarantee:** The supplier will have to submit a PBG or Performance security in the form of Bank Guarantee or FDR @ 5% of total order value from a commercial bank in an acceptable form within 21 days of issue of supply order. Performance security should remain valid for a period of 24 months beyond the date of completion of all contractual obligations of the supplier including the warranty obligations. Failure to abide by the contractual obligation will be liable to forfeit the Performance Bank Guarantee.
23. Any or all Bidder can be rejected by the Director, FRI without assigning any reason. It cannot be challenged in any court. Disputes, if any, will be under the jurisdiction of Dehradun Court, Uttarakhand, India.
24. In case the opening dates of bid and pre bid conference is declared holiday, the dates will be shifted to next working day.
25. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to 2 years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
26. The additional terms & condition/guidelines given in the notification The OM nos. 2-1/2016-IFD dated 10/07/2017: F – 18/3/2017-PPD dated 4/07/2018 and Order no. P-45021/2/2017-B.E-II dated 15/06/2017 will also be consider during the evaluation of tender at the different stage.
27. The Micro, Small & Medium Enterprises registered with National Small Scale Industries corporation Ltd (MSME) will be given following exemption and price preferences during the tender process:
 - i. The registered firms with National Small Scale Industries Corporation Ltd (MSME) shall be exempted from tender fees and EMD.
 - ii. The price preference of L1+15% for divisible items, the 20% quantity of supply may be offered to the registered firm with National Small Scale Industries Corporation Ltd (MSME), if the firm is ready to match the L1 price. If the MSME registered firms are more than one with price preference of L1+15%, the 20% quantity will be divided among MSME registered firms if these firms are ready to match the L1 price.
 - iii. In case of non-divisible tenders, an MSME firm quoting the price in price band of L1+15% may be awarded for full / complete supply of tender value, if the firm is ready to match the L1 price. If there are


Neha Goel

more than one eligible MSME bidders (price band within L1+15%) then the opportunity to match the L1 rate, the tender shall be given first MSME (who has quoted lowest rate among and the MSME bidders within the price band of L1+15%) and the total quantity shall be awarded him after matching L1 price of the tender. If first eligible MSME bidder do not agree to match the L1 price of the tender, then the next ranked eligible bidder who has quoted within the price band of L1+15%, shall be given the chance to match L1 price for the award of the order.

Important: EMD and tender fees should also be submitted physically before end date and time of bid submission in Purchase Section, Forest Research Institute, Dehradun, otherwise bid shall be rejected. Hardcopies of Financial and Technical bid need not to be submitted physically. They only submitted online in CPP portal.

Rand Sil

Neha Goel

Sant

Arjun

Kumar

Schedule of Requirements

List of Goods and Delivery Schedule

Line Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in Bid Document	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
Insert Item No	Insert Description of Goods	Insert Quantity of item to Be supplied	Insert Unit for the quantity	Insert Site of Destination	Insert Days following the date of effectiveness the Contract	Insert Days following the date of effectiveness the Contract	Insert Days following the date of effectiveness the Contract
1.	Homogenizer / Disperser	1 No.	1 No.	As per tender documents			
2.	Wood welding Machine setup	1 No.	1 No.	As per tender documents			
3.	Bio- Spectrometer	1 No.	1 No.	As per			
4.	Rotary Evaporator with Vacuum Controller and Vacuum pump	1 No.	1 No.	As per tender documents			
5.	Denovo- Transcriptome Profiling Dendrocalamus strictus	10 Nos.	10 Nos.	As per tender documents			

List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]

1. If applicable

[Signature]

[Signature]

Neha Goel

[Signature]

[Signature]

[Signature]

Specifications and Allied Details
(Description of the items and specifications)

Item No. 1.

Specification:- Homogenizer / Disperser

Sl. No.	Specification	Requirements	Marks
1.	Speed range	10,000-29000rpm	15
2.	Sample volume range	10 - 5000ml	10
3.	Speed control	6 position control dial	5
4.	Motor type:	Universal motor, 500 Watt	15
5.	pH range	2-13	10
6.	Fineness	Suspensions & Emulsion 10-15 \hat{I} $\frac{1}{4}$ m & 1-10 \hat{I} $\frac{1}{4}$ m	10
7.	Noise emission	72 dB (A) at 29,000rpm	5
8.	Dimensions	2.5L x 2.5W x 9H inches (drive only)	5
9.	Weight	20Ibs (with stand) 1.8Ibs (drive only)	5
10.	Voltage	110 Volts, 60Hz	5
11.	Ideal for mixing, emulsification shredding	-----	5
12.	Auto clamp stainless steel shaft	-----	5
13.	Suitable for solvents	-----	5

Meha Gopal

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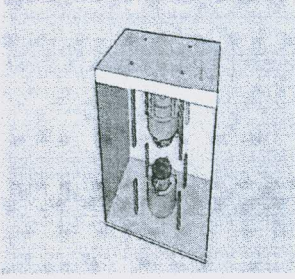
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Item No. 2.

Specification:- Wood welding Machine Setup

Unit	Sub-heading	Key Specifications	Marks
1.	High speed rotation unit: (50 marks)	Main Features: <ul style="list-style-type: none"> • Microprocessor controlled high speed servo motor • Precise speed and Position control. • Adjustable Speed , Pressure, Spin Time, Hold Time • Safety features: If block breaks or if any parameter changes, system should turn off • Leak proof welding <p>Compact and rigid frame design</p> 	
		a. Motor speed : Variable 8000 rpm	20
		b. Round shaped stainless steel(SS) Stationary base of size: 4 inch and depth 2 Inch Stationary Part: Stationary part with adjustable holder to hold 4 Inch or more	2
		c. Speed Variable: +500 rpm	5
		d. Delay Time: 0- 1000 Seconds (adjustable)	4
		e. Hold Time: 0- 1000 Seconds (adjustable)	4
		f. Working Pressure: 0 to 400 Psi (adjustable)	4
		g. Digital display	2
		h. Exhaust fan	1
		i. Temperature sensor/ controller: IR Temperature sensor with range of 10 to 500 °C	5
		j. Pressure Arrangement: Robotic moving arms to increase pressure between stationary and moving part. To be controlled by servo motor on the basis of user defined pressure.	2

		k. Outer Body: To be Made up of SS and front to be made transparent (shutter type)	1
2.	Conditioning Unit (20 marks)	Main Features <ul style="list-style-type: none"> • Double walled with PUF insulation. • Stainless steel Interior & Exterior Mild Steel • Stainless Steel trays inside for samples • Full-length inner glass door & metal door with gasket & lock on the outside • Forced air circulation for uniform temperature • PU wheels for easy movement • U-shaped SS tubular heaters • Steam humidity system with standby heater & auto Switch over • Microprocessor based PID and with data logging facility • All operations through Color Touch Screen • High quality temperature humidity sensor • Low & high temperature cut-off settable thermostats & high humidity cut-off device • Audio / Visual alarms for deviations • Power supply: - 230 volts 50 Hz main supply. • Warranty = 02 years 	
		Temperature Range : Ambient + 5°C to 60°C	5
		Temperature Accuracy : +/- 0.2°C	3
		Temperature Uniformity : +/- 1°C	
		Humidity Range : 40% RH to 95% RH	7
		Humidity Accuracy : +/- 2% RH	
		Humidity Uniformity : +/- 3% RH	
		Capacity (Liter) : 100	3
		Trays Qty. : 2	2
	3. Computation Unit (laptop) (20 marks)	Screen Size : Minimum 14"	1
		Display Resolution (Maximum) : 1366x768	1
		Batteries: : 1 Lithium ion battery	1
		Processor Brand : Preferably Intel	1
		Processor Type : At least Core i3	2
		Processor Speed : At least 2 GHz	2
		Processor Count : Minimum 2	1
		RAM Size : Minimum 4 GB	1
		Maximum Memory Supported : Minimum 16 GB	1
		Hard Drive Size : Minimum 1 TB	1
		Number of USB 2.0 Ports : Minimum 2	2
		Number of USB 3.0 Ports : Minimum 1	
		Optical Drive Type : DVD-RW	1
		Hardware Platform : Windows	2

		Operating System	Windows 10	3
		Average Battery Life (in hours)	Minimum 4 Hours	
		Warranty	Minimum 1 year	
		Other Included Components required	AC Adapter, User Guide and Manuals	
4.	Software support:	Compatible software support for real time data-logging and monitoring of pressure, temperature, time, rotation etc during wood welding process. The software should be able to display online graphs of above variables.		5
		Total security anti-virus with one year license		2
		The softwares should be supplied pre-installed in the computing system.		1
		One compact disc (CD) containing one copy of welding software should also be supplied along with the system.		2

Item No. 3.

Specification:- Bio-Spectrometer

Single-beam absorption spectrophotometer with reference beam UV/V is spectral range of 200 nm to 830 nm with freely selectable wavelengths.

Sl. No.	Particulars	Details	Marks
1.	Wavelength range	200 to 830 at 1 nm increments	10
2.	Spectral bandwidth	Less than 40 nm	10
3.	Measuring range	0 to 3.0 A at 260 nm	10
4.	Absorption light source	Xenon flash lamp or other advanced version	10
5.	Fluorometer light source	LED or other advanced version	10
6.	Height of light source	8.50 mm or more	10
7.	Measuring principal	Beam absorption spectrophotometer with reference beam	10
8.	Beam receiver	CMOS photodiode array	10
9.	ds DNA Concentration range	2.5 ng / μ l to 1500 ng / μ l	10
10.	Cuvette UV transparency	>180nm to 300 nm	10





Item No. 4.

Specifications: -Rotary Evaporator with Vacuum Controller and Vacuum pump

S. No.	Particulars specifications	Score
1.	Rotary Evaporator Manual quick –action jack lifting for simple raising and lowering of the flask by hand case of power failure. Rotation speed up to 280 rpm or better with microprocessor control. Shielded thermostatic bath. Heating bath for temperature of 20 – 950 C with an accuracy of ± 20 C Digital bath temperature display of both set and actual temperature simultaneously Over-temperature protection power cut off when actual temperature exceeds set temperature or by rapid temperature increase Evaporating flask from 50-4000 ml can be used on the same joint adapter without additional connections. Vertical Glass Assembly & Continuous Vapor Ducting with high quality, inert 3.1 mm borosilicate glass wall thickness Cooling surface of vertical glass assembly 1400 cm ² or better 1 liter Evaporating Flask and 1 liter Receiving Flask should be provided in standard scope of supply. Automatic over heat cut-off protection Lift extension Up to 100 mm allows use of bump traps and glass extenders Multifunctional Combi-Clip tool for evaporating flask fixation and removal as well as vapor duct release Ingress Protection (IP) Class should be 21 or better	50
2.	VACUUM CONTROLLER Modular vacuum Controller with large Digital display. Measuring range: 1400- 1 mbar. Control range: 1100- 1 mbar. Measuring accuracy : ± 2 mbar (± 1 digit) - after calibration at constant temperature Hysteresis : Automatic or 1 – 500 mbar Display : Digital, monochrome, 4.0 in	15
3.	VACUUM PUMP Single stroke diaphragm vacuum pump with a flow rate of 1.5 m ³ /h. Ultimate vacuum – 10 mbar (± 2 mbar) 2 stage/Steps diaphragm made of PTFE The pump should consumes less electrical power and works under reduced stress.	30
4.	RE-CIRCULATING CHILLER Compact and Robust Re-circulating Chiller with a cooling capacity of 500 Watts Temperature Range: -5 to +25 deg C. Pump Capacity: 2.5 liters/min at 0.6 bar Coolant: CFC Free	05

Item No. 5. In this case the complete Specification (100 %) shall be considered for technical evaluation and the item / services in the bid must fulfill all the given below specification for qualifying technically. .

Specification:- Denovo-Transcriptome Profiling *Dendrocalamus strictus*.

1. RNA isolation by given samples.
2. RNA quality: RIN value ≥ 8
3. Platform: Illumina HiSeq 2500/4000
4. Paired end data (PE): 100bp x 2
5. Coverage: 100 x
6. High Quality Raw data: 9GB (90 Million reads)
7. High quality raw reads (Quality ≥ 30)
8. Raw data: fastq format and . abi files

Handwritten signatures and marks, including "MehaGael" and a large "22" at the bottom right.

Price Schedule

(a) **Price bid undertaking:** The format of Price bid undertaking as given under:

From: (Full name and address of the Bidder)

To,

The Director
FRI, Dehradun

Dear Sir/Madam,

I submit the price Bid for ----- and related activities as envisaged in the Bid document.

I have thoroughly examined and understood all the terms and conditions as conditions as contained in the Bid document, and agree to abide by them.

I offer to work supply the quoted item at the rates as indicated in the price Bid, Annexure IV inclusive of all applicable taxes except Service Tax.

Yours Faithfully,
Signature of authorized Representative

(b) **Schedule of price bid in the form of BoQ_1.xls**

The prices should be quoted only in BoQ_1.xls available in the cpp portal.

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_1.xls along with this bid document at <https://eprocure.gov.in/epublish/app>. Bidders are advised to download at this BoQ_1.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Forest Research Institute.

1. The rates, taxes, charges, etc. should be quoted as per BoQ.
2. All taxes, fees, levies, etc. and any revision in the statutory taxes/fees, etc. will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Authorized Signatory
(Signature of the Authorized Person)

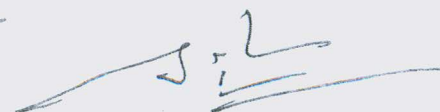
Neha Goel











Agreement/Contract Form

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Director
Forest Research Institute
Dehradun-248006

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) name _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred / banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

The block contains several handwritten signatures and stamps. On the left, there is a large, stylized signature in black ink. Below it, there is a blue ink signature. In the center, there is a rectangular stamp with the text 'Neha Goel' written vertically. To the right of the stamp, there is a large, cursive signature in black ink. At the bottom right, there is a small, stylized signature in black ink.

Other Standard Form

Format for Bank Guarantee

To

Director
Forest Research Institute
P.O. New Forest
Dehradun

Your Order No. _____ for the supply and delivery of _____ has been accepted by M/s _____.

In accordance with the terms of payment of the said order, we have agreed to pay the balance of 5% of the contract price of the supplier, furnishing you with an acceptable Performance Bank Guarantee for 5% of the total contract value, viz Rs. _____ for the due performance by the Supplier of all its contractual obligations and to be valid for a period of 24 months for the date of bank guarantee for this purpose you have agreed to accept our guarantee.

In consideration thereof, we hereby guarantee payment of and undertake to pay Rs. ____ and remit to you on demand and without demur the sum of Rs. _____ being 5% of the total value of the contract on receipt of your intimation that the Supplier has committed a breach of any of its contractual obligations.

This guarantee shall be valid for a period of 24 months from the date of Installation of the equipment in satisfactory condition or 27 months from the date of dispatch of the last lot of consignment whichever is earlier, and in any event shall expire on _____, you shall have the right to file/make your claim on us under the guarantee for a period of sixty days from the said date of expiry.

This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to the supplies or by any change in the constitution of the Bank or the supplies or for any other reason whatsoever.

Not with standing anything, contained herein above our liability under this guarantee is restricted to Rs. _____ and this guarantee will remain in force up to and inclusive of _____ - unless an action to enforce a claim under the guarantee is filed against us within sixty days from the date of expiry i.e. on or before _____, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Signatory Bank with Seal

Technical documents: S. No. 2

CERTIFICATE OF LOCAL CONTENT

It is certified that the item offered meets the minimum local content of ---% (50 % or more Indian manufactured parts are used in the item by cost/value) and the local content is added at the the location--- (please provide the name, address of manufacturer the item).

Name and seal of the firm with signature

Technical documents: S. No. 5

CERTIFICATE OF GENUINENESS & BRAND NEW ITEM

All specifications are certified and guaranteed for **GENUINENESS & BRAND NEW ITEM** and that the model of the equipment is **NOT GOING TO BE OBSOLETE** in near future (5 years).


Name and seal of the firm with signature

Technical documents: S. No. 6

CERTIFICATE FOR AVAILABILITY OF SPARES/PARTS

It is certified that the spare parts are made available for next five years.

Name and seal of the firm with signature

The block contains several handwritten signatures and stamps. On the left, there is a large, stylized signature. In the center, there is a signature and a stamp that reads 'Nehru' with a checkmark. To the right, there are two more signatures, one of which is a cursive signature that appears to be 'Sita'.

Annexure-I

Policy of Forest Research Institute, Dehradun (FRI) against the Corrupt and Fraudulent Practices

FRI strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers, etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the FRI and besides it, FRI may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
- (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴
- (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes FRI staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- b) Besides actions under clause (a) FRI may also take action to blacklist / banned such bidder either indefinitely or for a specified period.

[Handwritten signatures and initials]

[Signature: Anil] *[Signature: Mehagoe]* *[Signature: K. S. ...]* *[Signature: ...]*