

Two Bid Tender Document

**'PRINTING OF A COFFEE TABLE BOOK ON BIODIVERSITY OF NEW FOREST'
OF ICFRE, FRI, DEHRADUN**



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

K. Sharma 1

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-63/2018-19/Purchase

Online bids are invited on single stage two bid systems for Printing of a Coffee Table Book on Biodiversity of New Forest' of ICFRE, FRI, Dehradun.

Manual bids shall not be accepted.

1. Bid/Tender documents may be downloaded from FRI web site www.fri.res.in (for reference only) and for online participation on Moefcc Portal <https://moefcc.euniwizard.com>, as per the tender critical date sheet given below :

Events	Important date/time	Venue
Published Date	03.03.2019 11.59 A.M.	https://moefcc.euniwizard.com , Newspapers/ Website: www.fri.res.in
Bid document download	03.03.2019 12.00 P.M	https://moefcc.euniwizard.com
Due date for pre-bid conference	07.03.2019 11.00 A.M	Purchase Section, Main Building, FRI
Bid submission start date	08.03.2019 6.00 P.M	https://moefcc.euniwizard.com
Bid submission end date	24.03.2019 3.00 PM	https://moefcc.euniwizard.com
Opening date of technical bids	25.03.2019 3.00 P.M	Moefcc portal / Purchase Section Main Building, FRI
Opening date for financial bids	To be decided after technical evaluation	https://moefcc.euniwizard.com

CONTENT OF TENDER PAPER

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



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-63/2018-19/Purchase

BIDDING DOCUMENT

Online Tenders are invited from reputed firms for 'Printing of a Coffee Table Book on Biodiversity of New Forest' on single stage two bid systems basis of ICFRE, FRI, Dehradun.

Item No.	Name of Item/Scientific Equipment	Quantity Required	EMDs	Division
1.	Printing of a Coffee Table Book on Biodiversity of New Forest	700 copies	Rs. 24000/-	Biodiversity& Climate Change, ICFRE

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, Moefcc site <https://moefcc.euniwizard.com> and CPP Portal.


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 considered during the evaluation of tender at the different stage.

Bids shall be submitted online only at Moefcc website: <https://moefcc.euniwizard.com>, Tenderers/Bidders are advised to follow the instructions provided in the "Instructions to the Tenderer /Bidder" for the e-submission of the bids online through the Ministry of Environment and Forest Climate Change portal at <https://moefcc.euniwizard.com> Hardcopies of EMD & Tender Fee OR its exemption certificate must reach the Purchase Section, Forest Research Institute, Dehradun 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, Moefcc Portal <https://moefcc.euniwizard.com> and CPP shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/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.

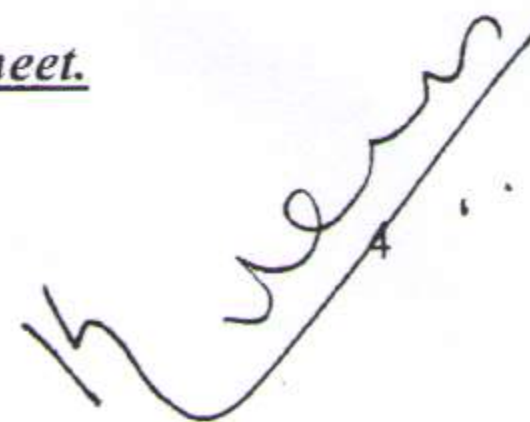
The Supplier and its Sub contractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.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

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

All prices to be quoted in INR for FOR, FRI, Dehradun which would including GST & other charges.

Intending tenderers/bidders are advised to visit again FRI website www.fri.res.in and Moefcc website <https://moefcc.euniwizard.com>, 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.

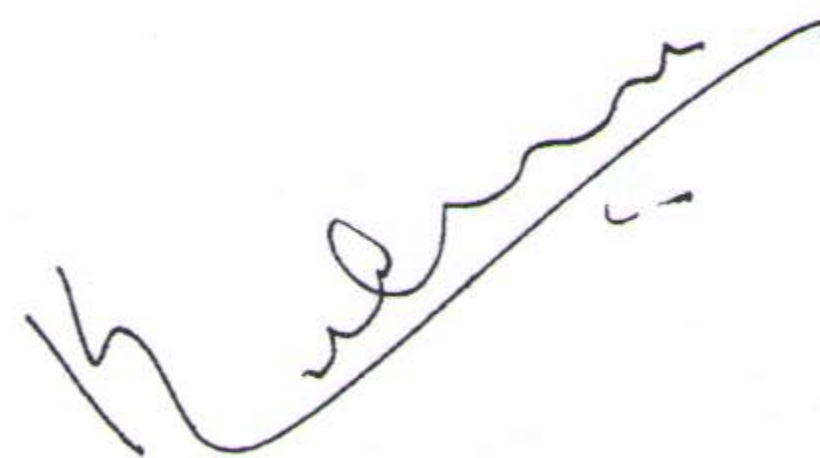


Check List

Item No	(A) Qualifying documents	Yes/No	Page No.
1.	Tender fees for Rs. 590/- (including 18% GST) in shape of crossed D.D in favour of Director, Forest Research Institute, Dehradun or Exemption certificate		
2.	EMD for item No. (1) of Rs. 24,000/- in shape of FDR in favour of Director, Forest Research Institute, Dehradun or 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 two 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.		
(B) Technical documents			
1.	A 5 to 10 page sample document printed by the firm needs to be submitted in hard copies as proof and also uploaded.		
2.	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, wherever applicable.		
3.	Signed and Scanned copy of registration of Micro, Small & Medium Enterprises registered with National Small Scale Industries corporation Ltd., wherever applicable.		
4.	Scanned and signed copy of users list and supportive documents from the users for the satisfactory performance and after sales service showing ATLEAST LAST ONE YEAR EXPERIENCE of the firm for the supply/ services of similar types of goods/ services.		
5.	A proof of having own establishment of offset printing with modern infrastructure and other facilities.		

Note:

1. It is compulsory to fill the above check list with pagination.
2. The document should be submitted/uploaded online in Moefcc portal in the above order of the check list and place the check list as cover page with pagination of documents.
3. In the absence of any of the qualifying documents, the bid shall be rejected.
4. **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 and be submitted by post / hand to Purchase Officer, Forest Research Institute, Dehradun-248006 on or before the end date of bid submission, and the scanned copy of the same should be uploaded in the Portal.
5. **EMD** in shape of FDR /EXEMPTION Certificate in favour of Director FRI should be submitted by post / hand to Purchase Officer, Forest Research Institute, Dehradun-248006 on or before the end date of bid submission, and the scanned copy of the same should be uploaded in the Portal.



Conditions of Contract

Submission of Tender

The tender shall be 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 the 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 Moefcc Portal <https://moefcc.euniwizard.com>. 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

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

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.xlsx 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 are encouraged to quote prices in INR on FOR basis as far as possible. The Price bid undertaking and Schedule of price bid in the form of BoQ_1.xlsx 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 typing 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.

Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser finds 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.

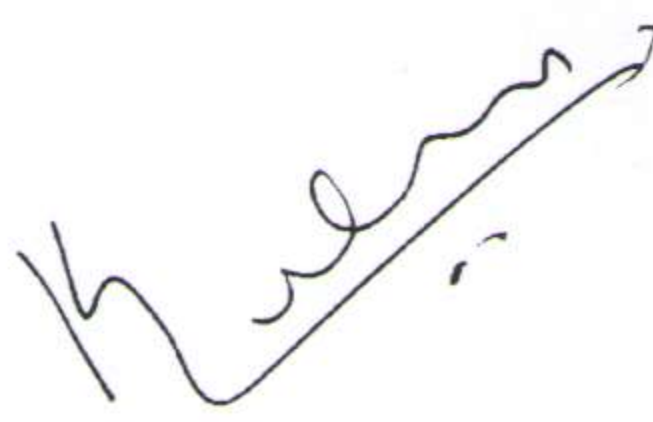
Evaluation of Bid

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 component 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 taken care of 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 (local supplier 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 subparagraphs 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 participate in the bid as responsive bidders 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.

6. Among all qualified bids, the lowest bid will be termed as L_1 if L_1 is from a local supplier the contract for full quantity will be awarded to L_1 .
If L_1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L_1 . Therefore, the lowest bidder among the local supplier will be invited to match the L_1 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 L_1 price. In case such lowest eligible local supplier fails to match the L_1 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 L_1 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 L_1 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.

7. Among all qualified bids the lowest bid be termed as L_1 . If L_1 is from a local supplier the contract will be awarded to L_1 .
 - ii. If L_1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L_1 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 L_1 price.
 - iii. In case such lowest eligible local supplier fails to match the L_1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L_1 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 L_1 price, then the contract may be awarded to the L_1 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 L_1 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 considered during the evaluation of tender at the different stages. The price preferences for MSME firms will also be given as per rules if they have 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 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 subjected to 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.

- (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 (L₁) 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 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



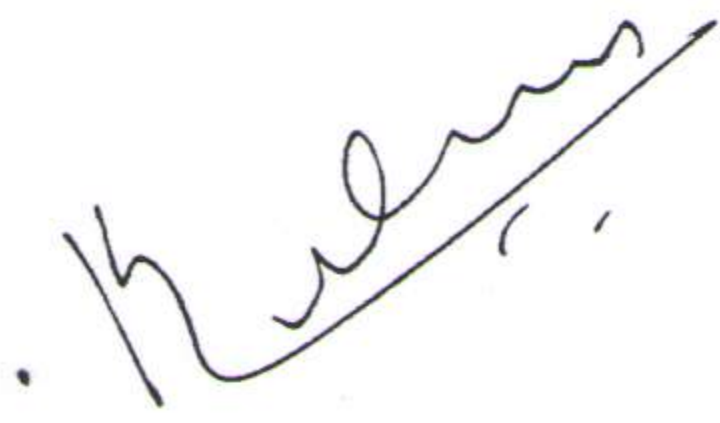
General Terms & Conditions

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

1. In order to maintain consistency across the publication, the job for printing, binding etc. shall be considered as a single job and will not be split.
2. The bidder shall submit 5 to 10 pages sample document along with the technical document in hard and soft copies by the submission end date of tender.
3. The rates quoted are to be FOR Forest Research institute, PO New Forest, Dehradun-248006.
4. All pages of the tender document are to be signed and scanned and stamped by the tendering firm.
5. Short-listing of a bidder do not confer any rights on any bidder; it only means that the offer made is under consideration.
6. The bidders need not submit technical and financial bid physically. However, EMD and Tender Fee must reach physically on or before the end date/time of the tender by hand/post; otherwise the bid will not be entertained.
7. 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.
8. The stores are required to be delivered in full and within 30 days/or time given in Supply Order after acceptance of the offer. If a supplier asks for extension, it should be within the validity period and penalty as liquidated damage shall be charged @ 0.5% per week or 2% per month upto 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.
9. The offer should be firm and open for acceptance till 120 days from the stipulated date of opening. Price escalation will not be allowed.
10. 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.
11. 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.
12. **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, 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.**
13. 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 tenderer, 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.
14. 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.
15. Any or all Bids 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.
16. In case the opening dates of bid and pre bid conference are declared holidays, the dates will be shifted to the next working day.
17. In case of any dispute, the Director FRI shall decide the issue and his/her decision will be final and shall be binding on the parties.
18. No legal proceedings to enforce any claim and no suit arising out of this work contract shall be instituted except under the jurisdiction of Dehradun Court, Uttarakhand, India.
19. 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 upto 2 years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

20. 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 considered during the evaluation of tender at different stages.
21. 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:
- The registered firms with National Small Scale Industries Corporation Ltd (MSME) shall be exempted from tender fees and EMD.
 - 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.
 - 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 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 be submitted physically before end date and time of bid submission to Purchase Section, Forest Research Institute, Dehradun; otherwise, bid shall be rejected. Hardcopies of Financial and Technical bids need not be submitted physically. They need only be submitted online on Moefcc portal.



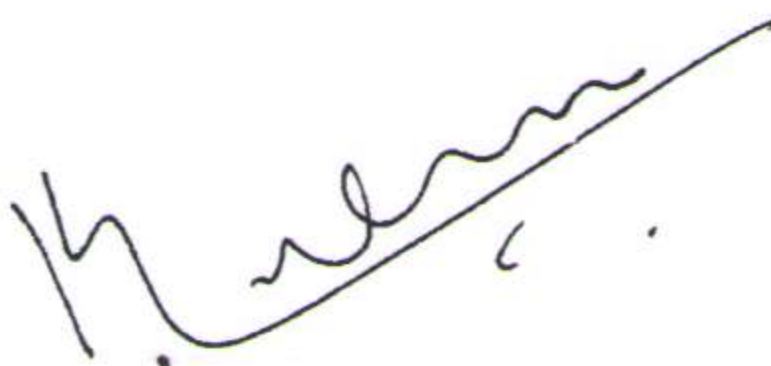
**Specifications and Allied Details
(Description of the items and specifications)**

Item No. 1.

Specification: Printing of a Coffee Table Book on Biodiversity of New Forest

Specification for printing of the fully designed camera ready Coffee Table Book shall be as follows:

1. The Inside Pages: 160 GSM imported rendezvous paper (180 Pages approx).
2. Size of the text pages 11" x 9" with landscape orientation.
3. Multicolour printing on CTP/CPC machines using alcohol based printing with two special metallic colours with UV coating and graining in addition to aquas coating (180 pages approx.).
4. Cover jacket: 190 GSM imported rendezvous paper with UV coating through machines, gold leafing using imported foil with six inches folding on both sides.
5. Binding: Hard bound (using imported cardboard with gold embossing of the crest and printed text on the spine), sewn with perfect binding on imported glue.
6. Number of copies to be printed: 700 copies.



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.xlsx**

The prices should be quoted only in BoQ_1.xlsx available in the moefcc portal.

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_1.xlsx along with this bid document at <https://moefcc.euniwizard.com>. Bidders are advised to download at this BoQ_1.xlsx 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)



Chapter-VI

Agreement/Contract Form

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

To,

Director
Forest Research Institute
Dehradun-248006

Date:

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)



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

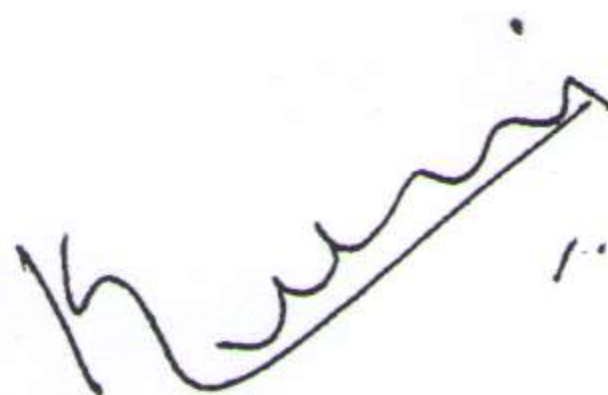


Technical documents: S. No. 2

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 location-----

Name and seal of the firm with signature

A handwritten signature in black ink, appearing to be 'K. Srinivas', written diagonally across the bottom of the page.

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 crime 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 action 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.

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

