

(PRICE RS. 500/-)

INSTITUTE OF WOOD SCIENCE AND TECHNOLOGY
(INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION)
BANGALORE – 560 003

TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF
UNIVERSAL TESTING MACHINE
AT INSTITUTE OF WOOD SCIENCE & TECHNOLOGY

LAST DATE AND TIME OF SUBMISSION OF TENDER: **20-03-2014 upto 03:00 pm**
(Till opening the tender)

DATE AND TIME OF OPENING OF THE TENDER: **20-03-2014 after 3:15 pm**



INSTITUTE OF WOOD SCIENCE AND TECHNOLOGY
(INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION)
18TH CROSS, MALLESWARAM, BANGALORE - 560 003

Tender Due on 20-03-2014 upto 03:00 pm
Cost of tender Rs. 500/- (non-refundable)

Name of the Item: Supply and installation of UNIVERSAL TESTING MACHINE at Institute of Wood Science and Technology, 18th Cross, Malleswaram, Bangalore - 560 003

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NOTE: Bidder should confirm that they have received all the above papers.

TENDER COPY ISSUED TO: _____

Telephone No. _____

INSTITUTE OF WOOD SCIENCE AND TECHNOLOGY
(INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION)
18TH CROSS, MALLESWARAM, BANGALORE-560 003.
(Tel Nos. 22190100 -200; Fax 23340529.)

NOTICE INVITING TENDERS

Sealed tenders are invited by the undersigned, for and on behalf of Indian Council of Forestry Research and Education, for the supply and installation **Universal Testing Machine** at Institute of Wood Science & Technology, 18th Cross, Malleswaram, Bangalore – 560 003. Karnataka. The detailed specifications of the equipment are as follows:

The bidders should be competent enough to supply the **Universal Testing Machine** and must have all kinds of registrations under appropriate authorities. They should also produce enough documents to prove their good track records in the field of manufacturing and supply of similar equipments.

Director
Institute of Wood Science & Technology
Bangalore

TECHNICAL SPECIFICATIONS FOR UTM

UNIVERSAL TESTING MACHINE (100 kN capacity) to test wood material as per International/National standards

Standard features of UTM must include the followings:

- Digital crosshead drive system with fully variable speed control.
- Integrated digital closed-loop control and data acquisition electronics.
- Crosshead extension and load measurement channels
- Automatic recognition and calibration of transducers.
- User selectable system of units: SI and metric systems.
- Testing speed range: 0.005 to 500 mm/min
- Crosshead return speed: 500 mm/min
- Horizontal test space: 500-600 mm
- Vertical test space: 1.4-1.5 meter
- Total height range: 2.5-3.0 meter
- Load cell: Tension/Compression, Capacity: 100 kN
- Load measurement accuracy: $\pm 0.5\%$ of reading down to 1/1000 of load cell capacity ($\pm 0.5\%$ of reading in range 100N to 100KN)
- Strain measurement accuracy: $\pm 0.5\%$ of reading down to 1/50 of full range with ASTM E83 class B or ISO 9513 class 0.5 extensometer
- Two pre-loaded balls screw drive and two crosshead guidance columns is mandatory
- Position Control Resolution: 0.005-0.010 μm
- Data Acquisition Rate at the PC: up to 2.5 kHz (2500 points/sec) simultaneous on load, extension, and strain channels
- Control Panel: Should include User-Defined Live Displays, User-defined 'Soft Key' Buttons, Crosshead Jog.
- Capability of automatically adjusting the crosshead for specimen protection.
- Must prevent overloading of specimens, fixtures, and load cells during crosshead adjustment.
- Latest Branded Computer with color laser printer and including software from Principals.
- The machine and load cell should meet or exceed requirements of all national and international standards and must carry the CE mark (mandatory).
- Sensor Conditioner Card for strain measurement.
- Test Cam video recording and playback module
- Machine should be suitable for 220-240V single phase, 50Hz only.
- 5KVA UPS (Minimum 30 min. backup)
- State of the art materials testing software with latest Windows OS having following functionality and features:
 - Set-up and configuration of the display screen and control panel
 - Set-up of limits and gain controls
 - Automatic calibration and balancing of transducers
 - User calculation creator for defining custom calculations
 - Prompted Test Sequence Creator
 - Report generation with basic report templates
 - Saving and retrieval of test methods and data
 - The software should have features for creating unlimited number of measurements for use in live displays and graphics in real-time during the test. The software shall also allow live display of results and should be capable configuring load cell or extensometer and link with a specific test method.

WOOD FIXTURE & ACCESSORIES: Please quote separately for each of the following fixtures which should be compliant with Indian Standards IS:1708 (1986), ASTM D 143, ASTM D1037 or any other equivalent international standards for wood and wood-based composites.

- **THREE POINT BENDING FIXTURE:**

Lower Beam Capacity: 50 kN; Maximum span: 1200 mm; Max specimen width: 100mm

- **FOUR POINT BENDING FIXTURE:**

Capacity: 50 kN; 4-point upper span: > 600 mm; Max specimen width: 100mm;

For use in 3 and 4 point bending fixture, one Yoke Deflectometer (with specimen width 30-35 mm) and one Extensometer (and strain card) with 50 mm gauge length are to be supplied.

- **COMPRESSION PARALLEL AND PERPENDICULAR TO GRAIN:**

Compression tests of wood materials up to 100 kN capacity. Compression platens: 75mm min. diameter and strain gauge extensometer: 25 mm gauge length to be supplied.

- **TENSION PARALLEL TO GRAIN**

Wedge Action Grips, Capacity: 100 kN; Faces, Flat Serrated. 25 mm wide, flat specimen thickness range: 0 to 6 mm

- **TENSION: PERPENDICULAR TO GRAIN**

Max. Load : 10 kN

- **SHEAR FIXTURE - PARALLEL TO GRAIN**

Capacity: 50 kN

- **HARDNESS TEST FIXTURE**

Should include a clamp on mechanism to hold clip on extensometer. The fixture should have a steel bar with hemispherical end of 1.128 cm diameter,

- **NAIL OR SCREW WITHDRAWAL TOOL**

Nail or screw withdrawal tool per above standards.

- **LOAD CELL OF 1 KN CAPACITY (TENSION/COMPRESSION):**

Load measurement accuracy: $\pm 0.5\%$ in the range of 1N-1kN. Piggy backing of 1 kN load cell on to the 100kN should be possible.

- **NON-CONTACT VIDEO EXTENSOMETER** (to measure axial and transverse strain with

digital image correlation): Field of view: 60/100 mm; transverse field of view: 25 mm;

Accuracy: 0.5% of reading;

Forwarding Letter
(To be filled in by the tendering party)

To

The Director
Institute of Wood Science & Technology
18th Cross, Malleswaram
Bangalore – 560 003.

SUB: Supply and installation of **Universal Testing Machine** at Institute of Wood Science & Technology, Bangalore – reg.

Ref: Your Tender Notice dated.....

Sir,

We are submitting herewith our tender for Supply and installation of **Universal Testing Machine** at Institute of Wood Science and Technology, Bangalore-3 as specified in your tender and as laid down in your tender document.

We have read and understood all the terms and conditions governing the tender. We agree to abide by these terms and conditions.

We are endorsing our receipt No. _____ dated _____ as a proof of having purchased the non-transferable tender form.

Accordingly we are enclosing herewith our earnest money deposit in form of Bank Draft number _____ dated _____ for Rs. _____ (Rupees _____) payable to the Director, Institute of Wood Science & Technology, Bangalore.

All pages of the tender document together with the ‘Terms and Conditions’ contained herewith have been duly signed.

Yours sincerely,

(Stamps and Signature of the
Authorized

signatory)

Name:

Complete address:

INSTITUTE OF WOOD SCIENCE AND TECHNOLOGY, BANGALORE.
FORM - A

1. Bidder's Name (in Block letters):
2. Bidder's fathers name:
3. Permanent address:

4. Description of item

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

5. Details of Earnest money:

Amount Rs. _____ Bank Draft No. _____

Name of the Bank _____ Dated _____

6. I accept the terms and conditions given in the tender form.

Date:
Place

Bidder's Signature with date and seal

TERMS AND CONDITIONS OF OFFER OF SUPPLY

1. Only original manufacturers or their authorized distributors / dealers are eligible to submit the bid. In case, dealers/agents are bidding, the authorization certificate to this effect, issued by principals must be submitted along with the tender.
2. The instrument **Universal Testing Machine** shall carry minimum comprehensive warranty of one year from the date of installation of the equipment. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case it should be attended after one month. The comprehensive warranty includes onsite warranty with parts.
3. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. The cost, insurance, freight, custom duty, octroi, local taxes if any of such replacement should be borne by the supplier or his agent. A clear confirmation should be given for this item.
4. The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment basis.
5. The supplier must have a local logistics support in India in the form of service/support centre manned by the supplier's technical support engineers. This is to ensure prompt service and delivery of spares parts from supplier of the equipment.
6. Training on the **Universal Testing Machine** to be provided at the place and time of installation for the team and for subsequent up-gradations.
7. No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the supplier / their authorized agents.
8. The Machine/item are required to be delivered and installed in full within one and half months from the date of receipt of the supply order.
9. Full details of business terms and conditions, eg. packing and forwarding charges, insurance, delivery period, sales tax (whether state or central) other taxes/charges, if any, the validity period of quotations, discount, free delivery, packing or any other information relevant to supply should be included in the bid document. DSIR certificate for claiming custom duty exemption will be issued by this office.
10. Customs duty/Excise duty/Levies etc. may be quoted separately.
11. The machine/item supplied should be as per our specifications.
12. Full specifications, technical details and information regarding the item such as make, model, size etc. to be supplied and the catalogues of machine and software should be enclosed with the tender document. The purchaser shall have the right to reject any goods that are not of specified make, though they are of similar quality.
13. The manufacturer/supplier should have an experience of minimum 5 years in the field of manufacturing/supplying similar instrument. A proper certificate should be submitted in this respect. List of organizations/firms etc. where similar instruments have been installed should be enclosed with relevant documents along with the quotation.
14. Exclusive agency certificate from the Principals is mandatory and should be at least 5 years agreement with the agent.
15. The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs.1,20,000/- (Rs. One lac twenty thousand only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of the Director, Institute of wood science and technology, Bangalore payable at Bangalore. The EMD can be submitted by the bidder himself or by his Indian Agent. **Without the EMD the tender will summarily be rejected.** Within the expiry of the delivery period, if the instrument is not supplied, the supply order shall be automatically cancelled. The EMD/ Performance Security deposited by the supplier shall be forfeited.
16. The EMD will be returned to the unsuccessful bidders(s)/Agents within one and half month from the date of the placing of the final order on the selected bidder. However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidders. In case of the bidder whose offer is accepted the EMD will be returned on submission of performance security deposit.

17. Payment will be released only after receipt and acceptance of goods in good condition and on satisfactory installation and commissioning of the equipment.
18. The item is required to be delivered to the consignee at the address given below:
The Director, Institute of Wood Science and Technology, 18th Cross, Malleswaram, Bangalore-560 003.
19. The rate should be quoted in the price bid document itself. Also indicate The Sales Tax Registration
20. Number, FAX Number, Telephone Number etc.
21. The price quoted by the bidder shall remain un-changed during the contract period and shall not vary on any account.
20. **The bidder must quote all lots and items listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.**
21. **Custom Duty** – We are registered with Department of Scientific and Industrial Research (DSIR) vide TU/V/RG-CDE(662)/2011 dated October 5, 2011 for availing custom duty exemptions under Government Notification No. 51/96 Custom dated 23 July, 1996. We shall pay concessional custom duty.
22. **Excise Duty** – We are exempted from the payment of Excise Duty under notification number 10/97. Hence Excise Duty if any, should be shown separately for which excise exemption certificate will be issued.
23. **Sales and / or other Tax** – The percentage of Sales Tax as applicable should also be specified clearly in the quotation. *We are not eligible to issue Form “C” or “D*
24. The technical details and specifications of the items must be indicated clearly point by point conforming to the description of the item/specifications provided in this tender along with Commercial terms & conditions such as payment terms, delivery date applicable, packing, forwarding, freight, insurance, taxes and duties, installation and commissioning.
25. **Conversion to single currency** : In cases where bids are quoted in different currencies, to facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India on the closing date of the tender i.e 20-03-2014.
26. **TERMS AND CONDITIONS FOR PRICE**
 - (A) **In case of Import of goods** :- The price must be quoted on FOB/FCA value up to under mentioned international Shipping Airport of the Exporting country showing ex-works prices, packing, forwarding, documentation and inland freight charges separately. The Vague terms mentioned in the quotation like *“packing, forwarding charges etc. extra”* without mentioning the amounts of these charges will not be accepted. The airfreight and insurance shall be arranged and paid directly by us in Indian Rupee at our end. Depending upon the sensitiveness of the instrument, mode of transport viz. sea or air may clearly be specified.
 - (B) **In case of Indigenous Supplies** :- For Indigenous supplies, the prices should be FOR, IWST inclusive of packing, forwarding, installation and commissioning, freight and insurance charges. In case of Ex-Works Prices, The Packing, Forwarding, Freight, Insurance, Installation/Commissioning charges must be clearly quoted in your quotation. No other charges than those mentioned in the quotation will be paid.
27. **PACKING** :- The goods must be packed by standard packing material and standard export / import packing material in case of import failing which supplier will only be responsible for any damages / discrepancies to the consignment due to poor packing of goods.
28. **PERIOD OF DELIVERY** :- The goods must be delivered within one and half months from the date of supply order positively. However if this delivery period is not acceptable to you, please quote your fixed date of delivery.
29. **PRE INSTALLATION REQUIREMENTS** – In case Pre installation requirements like Space, Power Supply, Water line or any other essential requirements which are to be kept ready / completed by IWST before supply of equipment, must be quoted by the bidder clearly in their quotation to avoid the delay in installation & Commissioning of equipment.
30. **INSTALLATION/COMMISSIONING**:-The equipment must be installed/ commissioned and demonstrated by the supplier at IWST within 30 days after call letter of IWST for installation/commissioning and the same will be put under operation as per the contract specification. IWST technical expert/scientist will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

31. The machine/item on no account should be supplied without enclosing the manufacturer's test and standard warranty Certificate.
32. **COMPLIANCE STATEMENT** :- Tenderers are required to furnish a compliance statement (Annexure I) of each and every specification of our tender supported by the technical literature/leaflet in the enclosed format. The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer will be treated incomplete and can be ignored.

Corrupt or Fraudulent Practices.

- IWST Bangalore requires that the bidders who wish to bid for this project have highest standards of ethics.
- IWST Bangalore will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- IWST Bangalore may declare a bidder ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.
- The decision of the DIRECTOR will be final in the acceptance or rejection of any or all tenders without assigning any reason.

Acceptance of the offer shall automatically carry with it a guarantee on suppliers part that every material supplied there under shall be fresh and free from defects and shall be consistent with the established and general accepted standards for the materials of type and in full conformity with the specifications. Disputes, if any are subject to BANGALORE jurisdiction only

Security Deposit:

The successful bidder, on award of contract / order, must send the contract /order acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited. Successful bidder will be required to furnish refundable 'Security Deposit amounting to **10%** of the total value of the contract that will be intimated separately. Security Deposit may be submitted in the form of Bank Guarantee or Demand Draft or Fixed Deposit Receipt (FDR) in favour of the Director, Institute of wood science and technology, Bangalore payable at Bangalore. This security deposit should be valid for a period of **(i)** warranty period of the instrument plus **(ii)** 60 days (*Example: If the warranty period of the instrument is 12 months, bank guarantee should be valid for 14 months*). Security Deposit shall be refundable back to the bidder only after supply and successful installation of the equipment and training of the staff and expiry of validity period (warranty period + 60 days). No interest shall be payable on the Security Deposit. Taxes, if any, applicable under any rule for the time being under force shall be deducted from the passed bill of the supplier.

Procedure for obtaining the Tender form

Tender form along with detailed specifications may be obtained from the office of the Director, IWST, Bangalore, on payment of Rs 500/- (Rupees five Hundred and Fifty) or Rs. 550/- (Rs. five Hundred and fifty only) if required by Post, either in cash or by crossed Bank draft in favour of the Director, Institute of Wood Science and Technology, Bangalore payable at Bangalore. The tender documents are also available on our websites <http://icfre.gov.in> and <http://iwst.icfre.gov.in>. and can be downloaded. D.D. of Rs.500/- towards cost of the document has to be attached with the downloaded tender documents.

Sale of tender form:

Last date and time for receipt of Completed tenders : 20-03-2014_upto 03:00 pm
Till opening the tender

Opening of tender: 20-03-2014 after 3:15 pm

Procedure for filling in the Tender Form

Tender should be neatly typed or hand written. Overwriting / cutting, correction etc. in tender are strictly forbidden. Tender must be submitted in prescribed forms failing which they are liable to be rejected. Tender submitted on plain paper will be invalid and shall be summarily rejected.

*Tenders are to be submitted in two parts viz. **TECHNICAL BID** and **FINANCIAL BID**. The technical bid should contain the relevant technical specifications and allied commercial details and the financial bid should contain only the price quotation.*

Any tender or offer which falls short of these specifications shall be rejected summarily.

Submission of Tender:

Tender shall be submitted by hand or by post. The **TECHNICAL BID** and **FINANCIAL BID** should be sealed properly in separate covers duly super scribed and both these sealed covers along with EMD are to be put in a bigger cover which should also be sealed and duly super scribed.

NOTE: BOTH TECHNICAL AND PRICE BID SHALL BE CLOSED AND SEALED PROPERLY.

The completed tender should reach the office of the Director, Institute of Wood Science and Technology, Bangalore within the due time and date prescribed. This Institute shall not be responsible for any postal delays, in sending tender through post or courier. Tenders received after the due time and date shall not be accepted or entertained because the tender box shall be sealed immediately after due time on the due date. No plea for delay of a minute or two shall be entertained. Tendering parties are, therefore, advised to deposit their tenders well before closing time.

Complete tenders shall contain following documents.

- Duly filled tender booklet
- EMD in form of bank draft only
- Receipt of foil issued by this office as proof of having purchased the tender document booklet. In case of downloaded tender documents, DD for Rs.500/- shall be enclosed.
- A covering letter of tendering parties letter head with their complete address together with telephone and fax numbers.
- Sealed technical bid and financial bid in separate covers
- Compliance sheet as per *Annexure I*, *Annexure II*, technical bid as per *Annexure III* and financial bid as per *Annexure IV* (in case of imported instrument) **OR** *Annexure V* (in case of indigenous instrument) , service support details as per *Annexure VI*, Agency's experience as per *Annexure VII*, delisting declaration as per *Annexure VIII* and financial status as per *Annexure IX*. and Pre contract Integrity pact as per *Annexure X*.
- List of organizations/firms etc.(if any) where similar instruments have been installed.
- Authorization certificate issued by the original manufacturer.
- Catalogue / brochure of the instrument. (if available).

All these should be secured fully and put into a sufficiently large envelop. The envelop be sealed and superscribed with

“Tenders for the supply and installation of **Universal Testing Machine** at IWST, Bangalore, due to be opened on 20-03-2014 after 3:15 pm.

The envelop containing the completed tender should be addressed to, the Director, Institute of Wood Science and Technology, 18th Cross, Malleswaram (PO), Bangalore 560 003 and should reach on or before **20-03-2014 upto 03:00 pm.**

Opening of Tenders

- a. Tenders will be opened in the extension hall, IWST, Bangalore on 20-03-2014 after 3:15 pm. Tenders will be opened in the presence of the representatives of the tendering parties, who wish to remain present.
- b. Those who fail to submit in technical bid and financial bid in separate envelopes would not be considered. The first is the technical bid opening and the second is the financial bid opening. After the technical bid opening, only those whose technical specifications qualify, would be considered and intimated for further financial bid opening.
- c. Tenders shall be read out one by one.
- d. Director, IWST, Bangalore reserves the right to: -
 - i. Accept or reject whole or any part of any offer.
 - ii. Reject all or any offer partly or wholly.
 - iii. Cancel or withdraw the tender notice.
 - iv. Reject or accept any tender or part thereof.
 - v. Accept or reject any deviation from these conditions without assigning any reason.
 - vi. Accept tender with higher rates without giving any reasons to tenderers and his decision will be final and acceptable to all.

Validity of Offer:

Offer(s) made in the tender shall have to be valid for acceptance for a period of six months from the date of the opening the tender. No upward changes in prices will be acceptable in any condition after opening of tender.

- a. Tender Document booklet is non-transferable. Parties purchasing one tender Document Booklet should be the same as the ones filling a completed tender or making the offer.
- b. All offers have to be made clearly in English only. There should be no cuttings. No conditions or amendments shall be allowed after opening of the tenders.
- c. Offers submitted by FAX or e-mail shall not be considered.
- d. For a tender to be valid, the individuals signing the tender document must specify whether they are signing as a sole proprietor / manufacturers / partners / attorney (with proof provided) or as authorized dealers / representative (with proof provided). Tenders not accompanied with letters of authority, in cases required, are liable to be rejected.
- e. On award of the supply order to the successful bidder, he shall furnish letter of acceptance of the supply order within the time period as mentioned in the letter awarding the order. In the absence of the confirmation of acceptance, the supply order may be issued to the party quoting next higher rate at the cost and risk of the party quoting lowest rates.

In case of breach of any terms and conditions stated above by the supplier, the Director, IWST, Bangalore may forfeit Earnest Money Deposit and / or blacklist the bidder. All pages of the tender document together with the copy of 'Terms and Conditions' contained in the tender booklet should be duly signed by the bidder. Acceptance signing of the tender form and the terms and condition shall be deemed as the final acceptance of these terms and conditions. In case of any dispute as to the interpretation of any of the terms and conditions or to decide on any other matter not included in the terms and conditions, matter shall be referred to the Director, IWST, whose decision shall be final and binding on the Supplier.

DIRECTOR
IWST, Bangalore

CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS

I/ We have read and full understood the terms and conditions as laid down above in respect of tender for the supply and installation of **Universal Testing Machine** at Institute of Wood Science and Technology, Bangalore-3. I/We also undertake to follow the final decision taken by the Director, IWST in case of any dispute in future.

I/We have signed all the pages of the tender document booklet as laid down

Signature and seal of the Tendering
Party or his Authorized signatory.

Dated: _____

Address

Telephone No. _____

(To be submitted in Manufacturer's/Bidder's Letter Head)

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. No.	Name of Specifications/ part/ Accessories of tender enquiry	Specifications of quoted Model / Item	Compliance Whether "YES" OR "NOT"	Deviation, if any to be indicated in unambiguous terms
1				

STATION:

DATE:

Address:

Signature and Seal of the Manufacturer/Bidder.....

ANNEXURE - II

(To be submitted in Manufacturer's/Bidder's Letter Head)

FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No. : Date :

NOTE

1. **Quotation will not be considered without submission of the format.**
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 3 below.
3. Kindly see the relevant terms & conditions of the tender document.

S. No.	Terms & conditions of Tender documents	say YES or NO	Deviation from tender terms, if any, with reasons for noncompliance or alternative conditions quoted for
	1	2	3
1.	a) Whether quotation is direct from Principal supplier/ manufacturer or their own office in India (Please specify)		
	b) Whether quotation is being submitted by Indian Agent/ authorized distributor/dealer (Please specify)		
	c) Whether the agent is registered with NSIC/ Govt. Public Undertakings/ Central Autonomous Bodies and with ICFRE Labs. / Institutes		
2.	a) Whether the Technical and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with Technical Bid and Price Bids respectively.		
	b) Whether the tender No. Due date and Opening dates have been written outside all the envelopes.		
3	Whether technical Bid contains EMD, technical literature/ leaflets, detailed specifications and commercial terms and conditions etc. as applicable.		
4.	a) Whether the required EMD is being submitted with the quotation		
	b) Please specify the form of EMD whether in the form of DD or Bankers cheque (Please mention No. date & amount of EMD documents)		
5	a) If the price are on Ex-works basis or FOB/FCA (names port of shipment) Whether specific amounts of expenses like packing forwarding, Inland handling documentation etc. have been mentioned in quotation separately in clear terms.		
6.	Whether prevailing rates of Sales Tax, Excise Duty and other Govt. levies (for indigenous supplies) have been given in quotation.		
7	Have you mentioned the validity period of the quotation as per our requirement.		

8	Whether copies of last five supply orders of the same item from other customers of Govt. of India have been attached with quotation.		
9.	Have you gone through the specification Clause and complied with the same.		
10	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted.		
11	Whether compliance statement of specifications has been attached with the quotation.		
12	a) Whether the delivery period for supply of the items has been mentioned		
	b) Whether mode of delivery and tentative size and weight of the consignment has also been indicated.		
13	Do you agree to the submission of Performance security along with order acceptance and have you mentioned in your quotation about this.		
15	Do you agree about the date of commencement of warranty period and its extension if necessary.		
16	a) Do you agree to install/commission and demonstrate the equipment at IWST FREE OF COST. b) Will you be able to do it within a month		
17	Have you mentioned the guarantee/ warrantee period in your quotation and do you agree with guarantee clause?		
18	Whether you will supply Spare Parts		
19	Whether you will provide after Sales services		
20	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the Insurance claim?		
	b) Do you agree with the clause of physical inspection?		
21	Whether training to our Scientist/ Technical person will be given free of cost at your factory as well as at the time of Installation at IWST, Bangalore		
22	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		
23	Do you agree to settle the issue through the sole arbitration of the Director, IWST?		

Signatures of the authorized signatory

Name and designation of the signatory

(To be submitted in Manufacturer's/Bidder's Letter Head)

(TECHNICAL BID)

1. Schedule to Tender No. :
2. Name of the Tenderer :
3. Time & Date of Receipt of Tender :
4. Opening of the Techno :

5. The tender shall remain valid for acceptance for 6 months from the date of opening of the Tender

S. No.	Description of stores	Qty.	Place & Date by which delivery is to be made
1	Universal Testing Machine	1 No.	

TERMS & CONDITIONS :

1 EMD in the form of Demand Draft for Rs.1,20,000/- in favour of Director, IWST, Bangalore	
2. Packing	
3. Forwarding	
4. Sales Tax	
5. Excise Duty	
6. Installation & Commissioning	
7. Freight	
8. Insurance	
9. Validity of quotation	
10. Delivery Period	
11. Mode of Delivery/Shipment	
12. Guarantee/Warranty	
13. Spare Parts	
14. After Sale Service	
15. Indian Agent's Commission(if any)	
16. Payment	
17. Inspection	
18. Training	
19. User's List	
20. Performance Security	
21. Compliance Statement	

NOTE : Do not specify the amounts for any of the above items.

STATION:

DATE:

Address:

Signature and Seal of the Manufacturer/Bidder.....

ANNEXURE “IV”

(To be submitted in Manufacturer’s/Bidder’s Letter Head)

FINANCIAL BID

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of Bidder _____ Tender No. _____

1	2	3	4	5	6		7		8		9
Sl. No.	Item Description	Country of origin	Unit	Qty	Unit price		Total price(5 x 6)		Charges for insurance and transportation to port / place of destination		Total price (7+8)
					FOB names port of shipment	FCA name place of delivery	FOB names port of shipment	FCA name place of delivery	Ocean	Air	CIF

Total Bid price in foreign Currency ----- in words.

Signature of Bidder
Name
Business Address

Note :

1. Indian agents name and address
2. Installation / commissioning & training charges if any
3. Cost of Spares
4. The Indian agent’s commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents
5. The cost of optional items shall be indicated separately

ANNEXURE “V”

(To be submitted in Manufacturer’s/Bidder’s Letter Head)

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____ Tender No. _____

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Qty	Ex works, Ex show room of the self price (incl. of all taxes already paid)	Total price Ex-works, Ex warehouse, Ex show room of the self price (incl. of all axes already paid) 5 x 6	VAT & other taxes like Excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch if any	Charges of in land transportation insurance up to Institute	Installation, commissioning & training charges if any

Total Bid price in Indian currency _____ in words.

Signature of Bidder
Name
Business Address

Note

1. The cost of optional items shall be indicated separately.

Annexure VI

(To be submitted in Manufacturer's/Bidder's Letter Head)

SERVICE SUPPORT DETAILS FORM

Sl. No	Nature of training imparted	List of similar type of equipments serviced in the past 3 years	Local Address, Telephone Nos. Fax No(s). and e-mail address of the firm located at Bangalore or its adjoining areas	Value of minimum stock of consumable/spares held at all times.

Place:

Date:

Signature and Seal of the Manufacturer/Bidder.....

Annexure VII

(To be submitted in Manufacturer's/ Bidder's Letter Head)

Agency's Experience Form

Clients Details where such items/facilities have been supplied/ installed/ commissioned have been undertaken

Name & Address of Client :

Type of Client :

Address:

Tel. No(s):

Fax No(s):

E-mail:

Details of Items supplied/installed:

Quantity:

(Documentary evidence in respect of each client to be enclosed)

Place:

Date:

Signature with Seal of the Manufacturer/ Bidder

Annexure VIII

(To be submitted in Manufacturer's/Bidder's Letter Head)

DELISTING DECLARATION

To
THE DIRECTOR
IWST, Bangalore

We M/s _____ hereby declare/clarify
that we have not been banned by any Government or quasi Government agencies or Public
Sector Undertakings.

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

NOTE: *If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with un-priced bid, the tender will be rejected as non-responsive. Bidder to type the above on his letter head and sign.*

Annexure IX

(To be submitted in Manufacturer's/Bidder's Letter Head)

**FINANCIAL STATUS STATEMENT OF THE MANUFACTURER/BIDDER FOR
LAST THREE YEARS**

Sl. No.	Financial / accounting year	Profit (Rs.)	Loss (Rs.)	Annual turn over
1	2010-11			
2	2011-12			
3	2012-13			

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

This prebid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of2014, between, on one hand, the President of India acting through **The Director, Institute of Wood Science and Technology, Bangalore** hereinafter called the “BUYER” of the First Part and M/s..... represented by ShriDirector /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the Second Part.

WHEREAS the BUYER proposes to procure **Universal Testing Machine** and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/ public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an **Institute under Indian Council of Forestry Research and Education an Autonomous Body under the Ministry of Environment and Forests, Government of India** performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and Free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in to with a view to :

Enabling the BUYER to obtain the desired said equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The BUYER will, during the precontract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4** BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

5.1 While submitting commercial bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IWST, Bangalore through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of The The Director, IWST, Bangalore.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IWST, Bangalore shall be treated as conclusive proof of payment.

5.2 The Earnest Money shall be valid up to a period of 180 days or the complete conclusion of the Contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para **6.1** (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (**Sri. V.Rangaswamy, IFS (Retd.)**, No.4 C, Chetana, 1st B main, 14th C Cross, 7th block, 6th sector, HSR Layout, Bangalore – 102 and **Sri. B. Basappa, IFS (Retd.)** No.75, 5th A Cross, MCHS, 16th main, BTM 2nd stage, Bangalore – 76.)

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent The parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs Their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on contractual relations between the parties. The parties will offer to the monitor the options to participate in such meetings.

8.8 The monitor will submit a written report to the designated authority of BUYER / secretary in the department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and place of jurisdiction

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other legal actions

The actions stipulated in this integrity pact are with out prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this integrity pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / seller, including warranty period, whichever is later. In case the BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of signing of the contract.

12.2 Should one or several provisions of this pact turn out to be invalid the remainder of this pact shall remain valid. In case the parties will strive to come to an agreement to their original intensions.

13. The parties hereby sign this integrity pact at Bangalore on

BUYER

BIDDER

Name of the Officer

Designation

Institute of Wood Science & Technology

Witness

1.

2.

Witness

1.

2.