

**INDIAN PLYWOOD INDUSTRIES RESEARCH AND TRAINING INSTITUTE  
Post Bag No.2273, Tumkur Road, Bangalore – 560 022.**

Tender No: SS/45/2011-12/

Date:29-10-2011

**TENDER DOCUMENT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF  
EXTRUSION PRESS AND RELATED MACHINERY FOR THE MANUFACTURE OF  
HOLLOW CORE PARTICLE BOARD AT IPIRTI, BENGALURU– 560 022**

Tender Part I-Technical competence bid (**PRICE AND QUANTITY NOT TO BE QUOTED**)  
Tender Part II- Quantity and Price bid

**COST OF TENDER DOCUMENT Rs.5000/-**

**RECEIPT NO.....**

**DATED:.....**

**Tender issued to M/s. ....**

.....

.....

**Last date for submission of Tender: 18-11-2011 at 11.00 Hrs.**

**Sd/-  
Administrative Officer**

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Tender No: SS/45/2011-12/

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**Notice Inviting Tenders**

- I. Sealed tenders are invited in two parts viz., **Part I** –Technical competence bid and **Part II**-Quantity and Price bid in two separate sealed covers duly superscribed with tender number, name of the item and Tender Part No (viz., Part I/Part II) from the reputed suppliers/fabricators for the supply, installation and commissioning of **EXTRUSION PRESS AND RELATED MACHINERY FOR THE MANUFACTURE OF HOLLOW CORE PARTICLE BOARD** as per **Annexure I**

Tender Part I –Technical competence bid, consisting of only Technical Competence to undertake the work should furnish details on Work experience, past performance, infrastructure facilities, list of customers etc The eligibility of the tenderer will be based on the following criteria.

**Criteria I**

Should have engaged in the supply, installation and commissioning of **EXTRUSION PRESS AND RELATED MACHINERY FOR THE MANUFACTURE OF HOLLOW CORE PARTICLE BOARD**

- (a) Give details of the organization and work experience. Furnish list of customers as per format in **Annexure II**
- (b) Technical capabilities of the manufacturers with respect to in-house facilities such as Machinery, Tools, Precision Instruments, Design Dept, Plant/Workshop space availability, Man power and other required infrastructure facilities
- (c) Copy of Income Tax returns for the financial year 2010-11

Submission of tender Part I without any of the above such documents is liable for rejection. A check list to avoid rejection of the tender (use format in **Annexure III**) should be compulsorily submitted along with **Part I** -Technical competence bid.

Tender **Part II** – Quantity and Price bid consisting of Schedule of quantities with price should accompany with the following documents. Design details, complete and detailed technical specifications etc should be provided.

The offer Part II should be submitted in the following format only as given in Criteria II (Otherwise the offer will be liable for rejection)

**Criteria II**

|          |            |  |   |
|----------|------------|--|---|
| <b>A</b> | <b>(1)</b> | a. Supply, installation and commissioning of <b>Extrusion Press and related machinery for the manufacture of Hollow Core Particle Board as per Annexure-I.</b> | : |
|          |            | b. Mandatory Spares, if any  | : |
|          | <b>(2)</b> | Packing, forwarding and unloading charges  | : |
|          | <b>(3)</b> | Insurance up to destination  | : |
|          | <b>(4)</b> | Transportation Charges upto destination  | : |
|          | <b>(5)</b> | Excise Duty %  | : |
|          | <b>(6)</b> | Taxes %  | : |
|          | <b>(7)</b> | Other charges like installation and commissioning  | : |
| <b>B</b> |            |  | : |
|          | <b>(1)</b> | Guarantee/Warranty Period  | : |
|          | <b>(2)</b> | After Sales Service  | : |
|          | <b>(3)</b> | Delivery Period  | : |
|          | <b>(4)</b> | Validity of the Offer  | : |
|          | <b>(5)</b> | Payment Terms  | : |

The tenders for the work will be received by the Administrative Officer in his office up to **11.00 Hrs. on 18-11-2011**. The sealed tenders **Part I** -Technical competence bid will be opened by the Joint Director at 2.00 p.m. on the same day if possible, otherwise on the next working day in the presence of the tenderers. The tender documents cost of Rs.5000/- should be submitted along with the tender document (Part I) by Cheque / Demand draft drawn in favour of Director, IPIRTI, Bangalore-560 022 which is non-refundable.

- c. **I.** Name of work : Supply, installation and commissioning of **Extrusion Press and related machinery for the manufacture of Hollow Core Particle Board**. Specification as per Annexure I
- II.** Approximate Amount  
Estimated : Rs.46,00,000/-
- III.** E.M.D. Amount : Rs.92,000/- To be submitted along with Part I.
- IV.** Cost of Tender Document (Non-refundable) : Rs.5000/-
- V.** Date of submission of sealed tender : **18-11-2011 up to 11.00 Hrs.**
- VI.** Date of opening of Tender : Part I – Technical competence bid at **14.00 hrs. on 18-11-2011**  
Part II – Quantity and Price bid, will be intimated separately to Qualified Tenderers in Part I - Technical competence bid
- VII.** Date of completion of work : Maximum **180** days from the date of placing order

**VIII.** The tenderer should deposit along with the tender a sum of **Rs.92,000/-** only by means of crossed DD in favour of Director, IPIRTI, Bangalore – 560 022 as Earnest Money Deposit (EMD). The amount will be refunded to unsuccessful tenderers after opening of the tender part II without interest therefore. The Director, IPIRTI reserves the right to accept and or reject any/all tenders without assigning reasons therefore and/or to award the work either in part or in full.

**IX.** The successful tenderer shall pay the additional amount towards security deposit at the rate of 3% of the amount tendered by him after adjusting the EMD and execute an agreement within 7 days from the date of issue of the letter-communicating acceptance of the tender failing which EMD will be forfeited.

Director  
IPIRTI, Bangalore

**LETTER OF ACCEPTANCE**  
(To be submitted along with Part II)

The Director,  
IPIRTI, P.B.No.2273,  
Tumkur Road,  
Bangalore - 560 022.

Dear Sir,

I/We, hereby tender for the execution of the work specified in the under mentioned memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specification and instructions in writing which have been read by me/us, read and explained to me/us and with such materials as are provided for by and in all other respects in accordance with such conditions so far as possible.

**MEMORANDUM**

- |    |  |   |  |
|----|--|---|--|
| 1. | General description of work                    | : | Supply, installation and commissioning of <b>Extrusion Press and related machinery for the manufacture of Hollow Core Particle Board.</b><br>Specification as per Annexure I |
| 2. | Estimated cost                                 | : | Rs.46,00,000/-   |
| 3. | EMD  | : | Rs. 92,000/- ( @ 2% of Estimated Cost)   |
| 4. | Security Deposit                               | : | 3% of the Tendered amount including EMD  |
| 5. | Tenders to be submitted<br><b>on or before</b> | : | <b>11.00 hrs. on 18-11-2011</b>  |
| 6. | Time allowed for completion :<br>of work       | : | Maximum <b>180</b> days from the date of<br>placing order  |
| 7. | Specifications                                 | : | The work shall be carried out as .<br>explained in tender document.  |

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions contained in the articles of Agreement, Notice Inviting tenders and Conditions of Contract, etc., which have been read by me/us, and explained to me/us so far as applicable or in default thereof to forfeit and pay to the Institute or their successors in office the sums of money mentioned in the conditions of contract, articles of Agreement and Notice Inviting Tender.

Dated this .....day of ..... 2011.

.....  
Tenderer's signature with seal

Address:

Witness to Tenderer's signature

Address:

-----  
The above tender is hereby accepted by me on behalf of the Indian Plywood Industries Research and Training Institute, Bangalore.

Dated this ..... day of .....  
.....

.....  
Signature of the Officer by whom accepted

**UNDERTAKING TO BE GIVEN BY THE TENDERER**  
(To be submitted along with Part II)

We, the .....having registered  
office at .....  
.....do hereby declare and affirm the following:

1. We are aware of all statutory and legal requirements of Central and State Governments as well as local regulations applicable to the work. Consequences due to violation of these Acts, Rules and Regulations shall be borne by us and the Employer/Consultant are indemnified from any charge directly or indirectly arising therefrom.
2. That this undertaking forms part of the Agreement and contract documents.

**WITNESS:**

Signature of the Tenderer with seal

**GENERAL INFORMATION TO TENDERERS**

1. The supplier shall make all provisions for safety of his men and materials including insurance for fire and accidents. An indemnity bond in the form appended shall be submitted indicating clearly that the Employers are free from such responsibility and encumbrances.
2. No sub-letting and sub-contracting in any form is allowed.
3. Quality of work and quantities shall be notified to the Employer whose technical personnel or of consultant will certify the work. Any defect or shortcoming in the work shall be made good by the supplier to the full satisfaction of the Employer.
4. Working hours of the Institute are normally from 9.00 a.m. to 5.30 p.m. Monday to Friday. If the supplier wishes to deploy his workmen beyond working hours and on holidays, prior permission of the Employer shall be taken.
5. The time allotted for Completion of the work is **180 days** from the date of placing order.

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## ARTICLE OF AGREEMENT

ARTICLE OF AGREEMENT made at Bangalore this day

.....

.....between the INDIAN PLYWOOD INDUSTRIES RESEARCH AND TRAINING INSTITUTE registered under the Karnataka Societies Registration Act 1960, having registered office at Tumkur Road, Bangalore (hereinafter referred to as the EMPLOYER which expression shall include its successors and assignees) of the ONE part and.....

.....

(hereinafter called the CONTRACTOR) of the OTHER part.

WHEREAS the Employer is desirous of getting done the work supply, installation and commissioning of **EXTRUSION PRESS AND RELATED MACHINERY FOR THE MANUFACTURE OF HOLLOW CORE PARTICLE BOARD** as per Annexure I, at IPIRTI, Ministry of Environment, Govt. of India, Bangalore – 560 022.

AND WHEREAS the Contractor has agreed to execute the aforesaid work on terms and conditions mentioned herein and subject to the conditions of contract, schedule of quantities, specifications, etc. (all of which are collectively hereinafter referred to as the said conditions).

Now it is hereby agreed and declared by and between the parties hereto as follows:

- 1) In consideration of the payment to be made to them as hereinafter provided the contractor shall, subject to schedules such as the conditions of contract, specifications, schedule of quantities, etc. execute and complete the work within maximum of **180** days from the date of placing order.
- 2) The employer shall pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the conditions of contract.
- 3) Time is the essence of this Agreement and the Contractor shall pay or allow the Institute to deduct @ 0.5% per week of the contracted amount as a Liquidated damages. If sufficient justification is not made regarding the delay, The employer may deduct such damages from any amount due to the contractor under this Agreement or any other Agreement that may subsequently entered into between the parties. The order is liable to be cancelled if the accumulated penalty exceeds 5% of contracted amount. EMD & Security Deposits will also be forfeited.
- 4) The schedules above mentioned shall form an integral part of this Agreement and the decision of the employer in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.

- 5) The employer reserves to themselves the rights of altering the drawings of the works and of adding to or omitting any item of work from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this Agreement.
- 6) The security deposit of the Contractor shall be forfeited if he fails to comply with any of the conditions of the contract.
- 7) This Agreement comprises the works above and all subsidiary works connected therewith, even though such works may not be shown on the schedules appended herewith.
- 8) Notwithstanding anything contained in the tender submitted by the Contractor, all the clauses of this Agreement shall be binding on both the parties.
- 9) If any dispute shall arise between the parties touching these presents or any of the matter covered by the schedule herewith appended or the construction of operation thereof or the rights, duties or liabilities of either party hereunder, such dispute shall be referred to two arbitrators, one to be appointed by each party or in the event of their not agreeing then to the award of an Umpire to be appointed by them in writing before entering on the reference and the decision of the arbitrator or the Umpire as the case may be and shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provisions of the Indian Arbitration Act 1940, as amended from time to time and the Rules thereunder.

IN WITNESS WHEREOF the Parties hereto have set their respective hands the day and the year hereinabove written.

Signed by, for and on behalf of the Institute in the presence of .....

- 1) .....
- 2) .....

Signed by, for and on behalf of the said contractor(s) by their partners ..... in the presence of

- 1) .....
- 2) .....

### Terms and Conditions of contract

1. The tenderer is required to examine carefully - the form of tender showing Technical Specification, nature of work, indicative drawings and the Articles of Agreement before pricing the quantities.
2. The quantities set out in the tender form are only approximate. However Design details, Technical Specifications etc, are to be submitted along with the tender.
3. The tenderer whose tender is accepted will be required to sign an agreement for the due fulfillment of the contract. A copy of agreement is attached. If the successful tenderer defaults, in signing the articles of agreement on a stamp paper of Rs.250/- within seven days of issue of the letter awarding the contract, the deposited Earnest Money Deposit will be forfeited and his tender will be treated as cancelled.
4. Alterations in the tender document by the tenderer will render the tender to be rejected. No subsequent correspondence regarding price will be entertained, once the tender is opened.
5. Time is the essence of contract and design, fabrication, supply, installation, commissioning is time bound under the project. The work should be completed on turn key basis within a maximum period of **180** days from the date of order. Tender with early delivery schedule will be given preference. Penalty clause will be enforced for non-completion of work within the stipulated period.
6. No 'C' or 'D' form will be issued by us. However the concessional rate of Central Sales Tax admissible to Research Institutions on purchase of Scientific Instruments/equipments, etc., from certain States like Maharashtra, Delhi, West Bengal, Tamilnadu, etc., is applicable to this Institute.
7. The offer should be for the supply, installation and commissioning of **EXTRUSION PRESS AND RELATED MACHINERY FOR THE MANUFACTURE OF HOLLOW CORE PARTICLE BOARD**
8. A high standard of workmanship is required. Final payment will be made only after the completion of work to the entire satisfaction of the authority.

9. As this Institute is an autonomous body of the Ministry of Environment & Forests, Govt. of India, discount applicable should be shown separately.
10. Your rates should be **valid at least for a minimum period of SIX months.**
11. You may contact **Shri. Uday Nagammanavar, HoD, PDES** for any Technical clarifications.
12. The Manufacturers have to procure materials from their own source provided they are in accordance with specification. Tests certificates are required to be produced for the materials used whenever required.
13. Income-tax will be deducted at source as per rules. Retention amount at 6% of the bill will be deducted from the final bill. The said amount will be refunded after the completion of defects liability of period of 1 year.
14. Security deposit 3% will be refunded along with final payment.
15. Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
16. Your bill in triplicate should be submitted along with completion certificate for making payment.
17. Successful tenderer shall submit Articles of Agreement on Non-judicial Stamp paper of Rs.250/- before commencement of work and should deposit 3% of the Tendered amount towards security deposit for executing the work adjusting with EMD. Director, IPIRTI reserves right to accept any or reject all quotations without assigning any reasons thereon.
18. The quoted price in Tender Part II - Quantity and Price bid should not be specified in anywhere in Tender document Part I - Technical competence bid, if mentioned, tender is liable to be treated unqualified.
19. The tenderers are requested to submit the price quoted and technical specification of the work in Part II – Quantity and Price bid, superscribing, the cover with Tender No, Name of the item and Tender Part No(viz., Part I/Part II)
20. Any conditional tenders will not be accepted.

21. Tender document may be down loaded from the website [www.ipirti.gov.in](http://www.ipirti.gov.in) The cost of tender document may be remitted at the time of submission of your tender. If Omission/addition/deletion in the tender document are found it will be treated as unqualified tender.
22. The tenderer should have sufficient working capital for carrying out the work.
23. Technical Specification and Nature of Work to be carried out is as per **Annexure-I** of the tender document which is approximate and liable for alteration, omission, deduction and addition at the discretion of the Director, IPIRTI
24. Tender Documents Part I – Technical competence bid and Part II – Quantity and Price bid should be submitted in separate covers only. Tender Part II - Quantity and Price bid will be opened only if the tenderer qualifies the conditions in Part I - Technical competence bid. The date of opening of the same will be intimated separately and will be opened in front of the qualified tenderers present.
25. The Director, IPIRTI, at his discretion may make payment upto 50% against bank guarantee.
26. The work shall not be considered as completed until the employer has certified in writing that they have been completed in all respects and the defects liability period shall commence from the date of such certificate and satisfactory report by the representatives authorized by the Director IPIRTI.
27. Liquidated damages for Non-completion of work within stipulated period may be charged @ 0.5% per week for the delayed period, till the penalty accumulates upto 5 % of the contracted amount and thereafter the contract is liable for cancellation.
28. The decision of the Director, IPIRTI, Bangalore, shall be final, conclusive and binding on the supplier/tenderer.
29. All disputes shall be subject to the jurisdiction of the Courts in the City of Bangalore, Karnataka, India.

**PAYMENT AND PENALTY**  
(To be submitted along with Part II)

|    |  |   |
|----|--|---|
| 1. | Name of work   | : Supply, installation and commissioning of <b>Extrusion Press and related machinery for the manufacture of Hollow Core Particle Board</b> . Specification as per Annexure I. |
| 2. | Date of completion of work                                   | : The work should be completed on turnkey basis within a maximum of <b>180</b> days from the date of order  |
| 3. | Defects Liability Period                                     | : One year from the date of commissioning   |
| 4. | Security Deposit to be deposited before commencement of work | : 3% of the tendered amount including EMD   |
| 5. | Liquidated damages for non-completion of work in time        | : 0.5% per week will be charged for the delayed period up to 5% of the contracted amount and there after it is liable for cancellation.                                       |
| 6. | Retention amount.  | : Retention amount at 6% of the bill amount.  |
| 7. | Release of Security deposit                                  | : Security deposit 3% will be refunded along with final payment.  |
| 8. | Release of Retention amount                                  | Retention amount deducted at 6% from the final bill will be refunded after the completion of defects liability period of 1 year.  |

Place:

Date:

Signature of Tenderer with seal

**Technical Specification and Nature of Work**

Development, supply, installation and commissioning of plant and machinery for pilot plant for making Hollow core particle board of 1.0 m width from wood and other lignocellulosic materials on turnkey basis.

**I – Indicative list of Plant and Machinery/Equipment, Specification/Quantity**

| Sl. No. | Description   |   |
|---------|---|---|
| 1       | Extrusion Press along with electric motor spreading device and control panel  | For Manufacture Of Extruded Particle Board  |
|         | Specific pressure (Max)   | 15 kg/cm <sup>2</sup> (approximately)   |
|         | Width   | 1000 mm   |
|         | Platens   | 2Nos with Distance Bar of thickness 26 mm and 35 mm   |
|         | Material of platen  | Structural grade steel (Heat and Wear Resistant)  |
|         | Machining of platens  | Accuracy of machining to be maintained is +/- 0.1 mm from end to end.   |
|         | Heating of Platens  | Thermic fluid .Thermostatically controlled with digital display of temperature of platen.                                       |
|         | Maximum temperature to be attained and temperature variations                 | 180° C (temperature variations allowed within +/- 5° C )  |
| 2       | Trimming machine along with compressor and water separator and control panel. | For cutting the Hollow particle board to the required length while press is in operation along with arch for carrying the board |
| 3       | Vibrator, blower, cyclone and pipe line.                                      | For transferring glued chip to the top of the press   |

## II Nature of work

1. Press comprising of power pack with pump, oil tank, oil control valves hydraulic oil and gauges.
2. Control panel should be fitted with push buttons, for electric contactors, relays, timer for automatic closing, pressing and opening, pressure gauges, contact manometer, etc. Detailed technical specification of the press has to be provided.
3. Transportation, installation and commissioning of press with all necessary civil, mechanical and electrical works. The machinery will be tested for satisfactory performance by conducting production trials for one fortnight.
4. Material used fabrication: The electrical, electronic hydraulic, pneumatic and mechanical parts used in the manufacture should be of standard make and as per relevant IS specifications.
5. Finishing and painting: The welded or brazed joints should be free from cracks/holes and should be neatly ground to a smooth surface. The steel sections, sheets, flats, etc., should be free from defects such as bent, dent, blow holes, etc. A good workmanship is desired to provide aesthetic appearance. The machine should be painted with approved colour and quality.
6. Overall cost for press, and accessories (including freight, insurance, installation, commissioning in all respects) should be specified along with all types of duties, taxes, levies, etc., as additional.
7. The concerned scientist should be apprised of any modification, alteration/addition during the manufacture of press.
8. Training of technicians of IPIRTI to run the plant and make quality product for a minimum period of One week after commissioning.
9. Travelling expenses, boarding, lodging charges for all officials and technicians of the firm including consultancy charges.

Sd/-  
HoD, PDES

## PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on ..... day of the month of .....2011, between, on one hand, the President of India acting through Shri....., Designation of the Officer, Ministry of Environment and Forests, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller" WHICH EXPRESSION SHALL MEAN AND INCLUDE, UNLESS THE CONTEXT OTHERWISE REQUIRES, HIS SUCCESSORS AND PERMITTED ASSIGNS) OF THE Second Part.

WHEREAS the BUYER proposes to procure ..... 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 a Research Institute under Ministry of Environment and Forest of the Government of India performing its function 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 into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification 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 corrupt, 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, organisation 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 pre-contract 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 its 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, gift, consideration, 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.

3.2\* 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 BIDDER further confirms and declares to the BUYER THAT THE bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defence 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 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 FILLING 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 reasons.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, The BIDDER shall deposit an amount ..... (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (a) Bank Draft of a Pay Order in favour of the Director, IPIRTI, Payable at Bangalore
- (b) A confirmed guarantee by an Indian Nationalised 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 BUYER SHALL BE TREATED AS CONCLUSIVE PROOF OF PAYMENT.
- (c) Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years 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 the 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.

#### **6. Sanctions for Violations:**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its 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:-

- (a) 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.
- (b) 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.
- (c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(d) 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 utilised to recover the aforesaid sum and interest.

(e) 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, long with interest.

(f) 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.

(g) 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.

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

(i) In case 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.

(j) 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 (a) to (J) 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/systems or sub systems was supplied by the BIDDER TO ANY other Ministry/Department of the Government of India or a 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 (Name and Addresses of the Monitors to be given).

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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

8.5 As soon as the Monitor notices, or has reason to believe, 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 the contractual relations between the parties. The parties will offer to the Monitor the option 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 proposal for correct 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 without prejudice to any other legal action that may follow in accordance with the provisions of the extant 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 upto 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 BIDDER is unsuccessful, this integrity pact shall expire after six months from the date of the 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 this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ..... on .....

BUYER  
Name of the Officer  
Designation  
Dept./Ministry/PSU

BIDDER

Witness:

Witness:

- 1. ....
- 2. ....

- 1. ....
- 2. ....

\*provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**FORMAT FOR FURNISHING THE DETAILS OF PREVIOUS EXPERIENCE OF  
THE TENDERER**

(To be submitted along with Part I)

| <b>Details of Previous experience in Manufacture and supply installation and commissioning of EXTRUSION PRESS AND RELATED MACHINERY FOR THE MANUFACTURE OF HOLLOW CORE PARTICLE BOARD</b> |                                     |  |                                     |                |
|---|-------------------------------------|--|-------------------------------------|----------------|
| <b>Sl. No.</b>  | <b>Description of the Equipment</b> | <b>Name, Address, Telephone, E-mail and Fax of the Organization to whom supplied</b> | <b>Details of order &amp; Value</b> | <b>REMARKS</b> |
|   |                                     |  |                                     |                |

**INDIAN PLYWOOD INDUSTRIES RESEARCH AND TRAINING INSTITUTE****Post Bag No.2273, Tumkur Road, Bangalore - 560 022****CHECK LIST TO AVOID REJECTION OF THE TENDER**

(To be submitted along with Part I)

- 1) Have you submitted your Tender Document, Part I-Technical competence Bid and Part II-Quantity and Price Bid in two separate Sealed Covers “ **DULY SUPERSCRIBED WITH TENDER NUMBER, NAME OF THE ITEM AND TENDER PART I-Technical competence bid OR PART II-Quantity and Price bid?**”

**YES/NO**

- 2) Have you submitted your offer under Part I-Technical competence bid as per format given in a Annexure II ?

**YES/NO**

- 3) Have you submitted the EMD amount as specified in the tender specification along with Part I?

**YES/NO**

- 4) Have you answered all the points mentioned in Criteria I (a) to (c) under Part I – Technical competence bid and Criteria II (A) and (B) under Part II – Quantity and Price bid as described in Notice Inviting Tenders and enclosing copies of the documentary evidence wherever required?

**YES/NO**

- 5) Have you furnished Design details, Technical Specifications etc. along with Part II-Quantity and Price bid ?

**YES/NO**

- 6) Have you duly filled in and submitted **1.Letter of acceptance 2.Under taking to be given by the tenderer 3.Payment and Penalty in Part II?**

**YES/NO****Date:****Signature of the tenderer with seal**

If the answer is negative for any of the above Items, your offer is liable for rejection, which may please be noted.

**NB One copy of the above checklist duly answered may please be returned along with the offer in Part I – Technical bid**