



सीएसआईआर-प्रगत पदार्थ तथा प्रक्रम अनुसंधान संस्थान, भोपाल  
CSIR-ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE  
गाबाद रोड, Hoshangabad Road, भोपाल(म.प्र.) / Bhopal(M.P.) – 462026



## Domestic Open Tender Document

Tender Enquiry No.2(67)/AMPRI/GEN/23-24

Date: 29.04.2023

Last Date and time for submission of E-Bids: 05.05.2023(upto 03.00PM)  
Date and time for opening of E- Bid( Technical & Commercial) : 06.05.2023(03.00PM)

### निमंत्रण निविदा दस्तावेज / BID INVITATION DOCUMENTS

CSIR-ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE ,BHOPAL is an R&D establishment of national repute under the aegis of Council of Scientific & Industrial Research, New Delhi, funded by Govt. of India.

1. Director, CSIR-ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE ,Bhopal-462026 herein after called as the 'Purchaser' invites e-bids from the Service Provider for providing the Taxi & Cab Hiring Service only through e-procurement portal (<https://etenders.gov.in>). Kindly submit your offer / proposal / bid online through <https://etenders.gov.in>

### CHAPTER – 1

1	Description / Tender Details for Work/Services	<b>Taxi and Cab Services</b> (Detailed as per Scope of Work as per Chapter 4)
2	Type of Bid –	<b><u>Domestic Open Tender - Single Bid System</u></b> <b>Techno Commercial</b>
3	Bid Security -	<b>Bid-Securing (Security) Declaration – must be submitted with bid.</b>
4	Performance Security	<b>05 % of Contract Value</b>

2. Interested Bidders can obtain further information from the office of the Administrative Officer, CSIR-AMPRI, BHOPAL at [ao@ampri.res.in](mailto:ao@ampri.res.in).
3. The Director, AMPRI, Bhopal, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof.

**Note :** 1) Please note that the submission of bid shall be presumed that the bidder have gone through, read out & understood the tender in total and there is no further query / doubt in the particular tendering process.

2) **All correspondence must be addressed to Director, CSIR-AMPRI, BHOPAL only.**

Administrative Officer

## Chapter-02

### Scope of work

CSIR- Advanced Materials and Processes Research Institute (AMPRI), Bhopal is organising Technology Day on 11.05.2023 and One Week One Lab program from 14.05.2023 to 18.05.2023 at Bhopal for which short term taxi services (10 days) is required for the movement of guest, dignitaries etc. as mentioned below:-

- a) **Types of Cars:** Buyers of this service will have the option to choose the type of vehicle as per their requirement, for which the following categories have been defined.
  - i. Swift Dezire
  - ii. Innova
  - iii. Innova Crysta
- b. Pickup and drop-up from the Airport to CSIR-AMPRI, Bhopal/Hotels etc.
- c. Local movement of the VIP/Guest from Hotels/Guest House to CSIR-AMPRI and back to Hotels/Guest House within Bhopal.
- d. The type of taxis required during this event is approx. Innova Crysta (10), Innova (45)and Swift Dezire (10). This is the tentative number of vehicle type which may vary as per the actual requirement during the event.
- e. The firm to whom work will be awarded will coordinate with CSIR-AMPRI, Bhopal's designated officer for deployment of vehicle for the Guests/Dignitaries etc.

## CHAPTER-03

### Terms and Condition for hiring Short Term Taxi Services by CSIR-AMPRI, Bhopal

#### **1. DEFINITIONS**

- (a) **“The Hirer”** means the CSIR-AMPRI, Bhopal
- (b) **“The Bidder”** means the individual or the firm who participates in this tender and submits its bid at CSIR-AMPRI, Bhopal
- (c) **“The Contractor”** means the individual or firm to whom the contract of Taxies awarded in this tender.
- (d) **“The work Order”** means the order placed by the Hirer on the Contractor signed by the Hirer including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as “Contract” appearing in the documents.
- (e) **“The Contract Price”** means the price payable to the Contractor under the work order for the full and proper performance of its contractual obligations.

#### **2. PERIOD OF VALIDITY OF BIDS**

- a. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Hirer. A bid valid for a shorter period shall be rejected by the Hirer as non-responsive.
- b. In exceptional circumstances, the Hirer may request the bidder’s consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.
- c. The bid security declaration provided shall also be suitably extended.
- d. A bidder may refuse the request without forfeiting his bid security.
- e. A bidder accepting the request and granting extension will not be permitted to modify his bids.

#### **3. SUBMISSION OF BIDS :** The bidders must submit their bids only through the CPP portal- <https://etenders.gov.in>

#### **4. TECHNICAL EVALUATION :**

- a.** The evaluation of the tenders will be made by a Committee authorized by the competent authority first on the basis of technical information furnished by the bidders.
- b.** The Commercial bid of only those bidders will be opened who are found eligible on the basis of technical parameters after opening of the Technical Bid.
- c.** During the technical evaluation, if any of the parameter is not met, the bid will be summarily rejected.

#### **5. General Terms and Conditions:**

- a. The vehicles should have the necessary permits to travel in Madhya Pradesh regions.
- b. Dedicated vehicles, in view of security considerations, and drivers with proven integrity must be provided.
- c. The drivers of the vehicles provided must follow traffic rules and other regulations prescribed by the Govt. from time to time.
- d. Drivers should be familiar with all important places in Bhopal regions and must hold valid commercial driving license for driving taxies.

- e. The agencies should abide by all statutory requirements for running the vehicles according to the hiring contract. The department will have no responsibility and will in no way be liable towards cost of fuel, and salary to drivers, maintenance etc. or any other charges payable except the contract price (inclusive of GST) parking charges and toll tax, if any.
- f. The agencies have to ensure that all necessary documents (Registration certificate, Insurance papers, PUC, etc.) are available with the drivers, and that the drivers are well mannered and neatly dressed in uniform. The drivers should always carry a mobile phone with them to facilitate quick contact. The name and full addresses with mobile numbers of the drivers, who will attend the duty, should be furnished as and when they are deployed.
- g. Any change in vehicle or drivers will be allowed only in exceptional circumstances and that too with prior information/ approval.
- h. All the vehicles should be provided with duty slips/log books. vehicles engaged for duty must be certified by the users indicating clearly the kilometer reading and time of arrival for duty and end of duty on duty slips/log books and the driver should be able to maintain the same independently, with proper care.
- i. The model of the vehicle to be provided should not be older than two years.
- j. The contractor should have enough resources to repair their vehicles in minimum possible time when required, they should be in a position to substitute/replace or arrange extra vehicles at very short notice.
- k. The vehicles should be insured comprehensively and should have necessary permits from the Transport Department/Authority. The Department will not be responsible for any challan, loss, damage and accident to the vehicle or to any other vehicle or injury.
- l. The rates should be quoted inclusive of all expenses such as fuel, maintenance, repair and servicing & GST and other govt. taxes.
- m. The rates once quoted and approved will be valid for a period of the contract duration from the date mentioned in the Award letter. No request for revision of rates will be entertained during the period of contract to the disadvantage of the CSIR-AMPRI, Bhopal.
- n. Director, CSIR-AMPRI reserves the right to cancel/withdraw the hiring contract/ Agreement at any time without assigning any reason thereof and the contractor shall have no right to contest against the said decision of the Director.
- o. Director, CSIR-AMPRI reserves the right to reject any or all the quotation/bid, without assigning any reason(s).
- p. The Hirer will generally make the requisition for the Taxies one day before the commencement of the actual journey. However, at times urgent requisition for Taxies may also be made by the CSIR-AMPRI authorities which shall have to be complied with.
- q. No mileage will be allowed for lunch/ tea of the driver. Driver should carry his lunch.
- r. The driver should reach the destination well in time for pick-up of the Officers / Guest Faculty/ other dignitaries, failing which penalty Clause No.7 shall be invoked.
- s. It shall be duty of driver to get the signature of officers/faculty etc. as passenger failing which claim for that ride shall not be entertained.
- t. Hirer will have the right to check original documents related to any vehicle as mentioned in tender document at any point of time.
- u. In case of any accident/damage while on duty, the liability of compensation due to third party. Owns will lie on contractor in full.

- v. Hirer will have right to check the vehicle on reporting for duty and in case vehicle not found maintained properly, action will be taken as per clause 7 of Tender document.
  - w. **That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the AMPRI/CSIR shall accrue/arise implicitly or explicitly.**
  - x. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
  - y. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
  - z. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
  - aa. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
  - bb. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
  - cc. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.
6. **Performance Security Deposit:** The Security Deposit can be forfeited by order of the Hirer in the event of any breach or negligence or non – observance of any of the terms and conditions of the Contract or for unsatisfactory performance or for non – acceptance of the work order.
7. **INSOLVENCY:** In the event of the contractor/firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the insolvency Act made against them or in the case of a company the passing of any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Director, CSIR-AMPRI shall have the power to terminate the contract without previous notice.
8. **BREACH OF TERMS AND CONDITIONS:** In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the Hirer in that event and the Security Deposit shall also stand forfeited.
9. **Year of Vehicle Model:** The service provider should provide vehicle models of 2021, 2022 and 2023 and all the vehicle should be in good condition. In case model older than these are provided or vehicle is not of good conditions then penalty will be imposed.

10. **SUBLETTING OF WORK:** The firm shall not assign or sublet the work or any part of it to any other person or party i.e. the tender is not transferable.

**11. Logbook**

- a. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger.
- b. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer.
- c. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

**12. Meter reading (Start and ENDING:**

- a. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included. Therefore the vendor must quote price accordingly.
- b. No dead mileage or extra payment will be paid by CSIR-AMPRI, Bhopal over and above the rate quoted by the service provider.

**13. Service Details And Standards**

- a. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
- b. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
- c. All vehicles should be in excellent working condition (both internally and externally) at all times.
- d. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
- e. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- f. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
- g. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
- h. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

14. **PENALTY:** In case of breach of any conditions of the contract and for all type of losses caused, Penalty as prescribed in below will be levied. Director, CSIR-AMPRI shall make deductions as suitable or as specified in the Contract from the bill preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within 45 days to the credit of the CSIR-AMPRI.

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided up to 2 hours	Warning	Penalty of 10% of daily vehicle hiring cost	Penalty of 15% of daily vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.

3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of vehicle during trip (replacement provided)	No replacement provided up to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 5% of daily vehicle hiring cost	Penalty of 8% of daily vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.

**15. TERMS OF PAYMENT:**

- a. No payment shall be made in advance nor any loan from any bank or financial institution, shall be recommended on the basis of the order of award of work.
- b. The Contractor shall submit the bill after completion of work. All the bills along with duty slip, toll tax etc. must be duly signed and stamped by Contractor.
- c. Payment of bills would take about up to 15-20 Days from the date of submission of bills.
- d. Director, CSIR-AMPRI shall be at liberty to withhold any of the payment/ payments in full or in part subject to recovery of penalties.
- e. The payment of taxi bill will be on the actual usage basis.

## CHAPTER-04

### Qualification Criteria:

For Technical Bids qualification the vendors/firms must provide the following details on their letter heads along with documentary proofs. Non submission of the necessary information shall be liable to be rejection of bid and no further communication will be entertained.

Sr .No.	Document to be uploaded with bids documents	Details / Number of the documents uploaded (page No. of each documents must be mentioned)
1.	Registered Name of firm/Agency	To be mentioned
2.	Head/Branch office Addresses in Bhopal with Contact Details and Email	To be mentioned
3.	Price Certificate	To be submitted with Technical Bid as per Format Annexure IV
4.	Valid Establishment Regn./ Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc.	Copy be submitted with Technical Bid
5.	Bid Security declaration Certificate	To be submitted with Technical Bid as per Format Annexure I
6.	Self attested copy of Firm GST Registration Certificate No.	To be submitted with Technical Bid
7.	Experience related to taxi services during the last three years for average minimum Rs. 3 Lakh.	Experience/work completion Certificate to be enclosed issued by Concern Office/ Dept. / Organization (To be enclosed) as per NIT
8.	Self Certificate for non – black listing by any Organization / Office during last 03 years –To be enclosed	To be submitted with Technical Bid
9.	Code of Integrity/Integrity Pact Certificate (To be downloaded and self attested copy must be uploaded)	To be submitted with Technical Bid as per Format Annexure II
10.	Average last three year turnover of Rs. 10 Lakh duly certified by Chartered Accountant.	To be submitted with Technical Bid
11.	Price Certificate	To be submitted with Technical Bid as per Format Annexure III

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them. In case any of the above details at any stage before/after award of works is/are found false/incorrect then the contract/tender is liable to be rejected/cancelled, Bid Security/Performance Security Deposit can be forfeited and necessary action can be taken against my/our firm as per rules.

(Signature of the bidder)

Name and Address (with seal)

**Chapter-05**

**ARBITRATION:**

- a. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- b. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- c. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- d. **Details of Annexure:**
  - a. **Annexure-I ----- Bid Security Declaration Form**
  - b. **Annexure-II ----- Integrity Pact/ Code of Integrity**
  - c. **Annexure –III ---- Price Certificate**

**Bid-Securing Security Declaration Form**

Date: \_\_\_\_\_

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity (Minimum 90 days) specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signed:** (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

**Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)**

**Corporate Seal (where appropriate)**

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(Must enclosed with Technical bid )  
(On the Letter Head of the Bidder)

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,

\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para of your Tender document and have no conflict of interest as mentioned under Para of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

## T&C of Code of Integrity/Conflict of Interest :-

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
2. **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
  - A. **“corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - B. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
  - C. **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
  - D. **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - E. **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
  - F. **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

3. **Obligations for Proactive disclosures**

- A. The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- B. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- C. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

4. **Punitive Provisions** Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

**A. If his bids are under consideration in any procurement:**

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

**B. If a contract has already been awarded**

- I. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- II. Forfeiture or encashment of any other security or bond relating to the procurement;
- III. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

**C. Provisions in addition to above:**

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**Annexure -III**

**Price Certificate**

**(To be submitted with Technical Bid)**

**“Certified that rates quoted in this tender is/are not higher than the rates quoted for the same / similar work/services charged to any other govt. organization / PSUs / CSIR Labs/ or any other firm/organization”.**

**Signature and seal of Bidder on page**