



सीएसआईआर-प्रगत पदार्थ तथा प्रक्रम अनुसंधान संस्थान, भोपाल



CSIR-ADVANCED MATERIALS & PROCESSES RESEARCH INSTITUTE

होशंगाबाद रोड, हबीबगंज नाका के पास

Hoshangabad Road, Near Habibganj Naka

भोपाल(म.प्र.) / Bhopal(M.P.) – 462026

Domestic Open Tender Document

Tender Enquiry No.2(68)/AMPRI/GEN/23-24

Date: 30.04.2023

Last Date and time for submission of E-Bids: 08.05.2023(upto 10.00AM)
Date and time for opening of E- Bid(Technical & Commercial) : 09.05.2023(10.00AM)

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 (**Catering Services**) , for providing the following services 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	Catering Services (Detailed as per Scope of Work as per Chapter 4)
2	Type of Bid –	<u>Domestic Open Tender - Single Bid System</u> Techno Commercial
3	Bid Security -	Bid-Securing(Security) Declaration – must be submitted with bid.
4	Performance Security	05 % of Contract Value

2. Interested Bidders can obtain further information from the office of the Administrative Officer, CSIR-AMPRI, BHOPAL at 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 :- 2 : TERMS & CONDITIONS:-

1.	The acceptance of the quotation will rest with the competent authority of Director, CSIR-AMPRI, BHOPAL 462026, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
2.	Bid validity should be minimum period of 90 days from the date of opening of the quotation.
3.	This Invitation for Bids is open to all supplier's registered on www.etenders.gov.in who are either Class I or Class 2 suppliers as per Order No. P-45021/2/2017-PP (BE-II) dt. 16 th September 2020 issued by DIPP, Ministry of Commerce and Industry, GoI
4.	The bidder must submit the applicable Price Schedule (Price Bid) / BOQ (quote price in BOQ only) as per Chapter 5
5.	<p><u>Restrictions on procurement from a bidder of a country which shares a land border with India</u></p> <p>As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020, any bidder from a country which shares a land border with India will be eligible to bid in the procurement only if the bidder is registered with the Competent authority specified in Annexure I of the Order.</p> <p>A certificate shall be submitted by the bidder offering bid for the subject procurement stating that, "the bidder is not sharing a land border with India, or the bidder offering bid for the subject procurement is sharing a land border with India and is registered with the Competent Authority as specified in Annexure I of the GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020. Documentary proof of registration should be enclosed along with the bid.</p>
6.	Payment Term : As per Chapter 3 . Please inform your Bank details for RTGS payment.
7.	Work Completion period required should be invariably specified in the quotation. The offered work completion period shall have to be strictly adhered to in case an order is placed.
8.	Liquidated Damages/Penalty Clause for delays in completion of work after period mentioned in Tender Enquiry: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price
9.	If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
10.	<p>TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.</p> <p>Kindly furnish your PAN & GST Number etc. in your quotation for our records.</p>

11.	Payment Term : As per Chapter 3 . Please inform your Bank details for RTGS payment.
12.	All disputes shall be settled in the courts of Bhopal M.P. Jurisdiction only.
13.	<p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>(a) <i>In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.</i> All such cases shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for final decision.</p> <p>(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p>
14.	The mode of submission of tender will be online through https://etenders.gov.in only
15.	<p>As per Govt. of India procurement policies, Purchase preference, eligibility of bidders and other conditions will be as prescribed in DIPP Order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 . Bidders should mandatorily indicate whether they are under class I or class II local supplier. Non-local suppliers cannot participate in any of the tenders upto 200 crores.</p> <p># Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No. 45021/2/2017-PP (BE-II) dated 4th June 2020 and 16th September 2020 or by the competent Ministries / Departments in pursuance of this order.</p> <p>“Local content “ means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p>

16.	<p><u>Purchase Preference Policies</u></p> <p>The purchaser intends to give product reservation/purchase preference/price preference in Line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements. Bidders desirous of submitting their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self Certification regarding minimum local content as per the format enclosed with the bidding document.</p> <p>For the above purpose, Class-I/Class-II local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 4th June 2020 and revised DIPP Order dated 16.09.2020 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p>
17.	<p>Appropriate action can be taken, if :</p> <ul style="list-style-type: none"> (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance.
18.	<p><u>Period of Validity of Bids</u></p> <ol style="list-style-type: none"> 1. Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. 2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid. 3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

19	<p><u>Format and Signing of BID</u></p> <ol style="list-style-type: none"> 1. The bids may be submitted in single bid or in two parts as specified in the Invitation for Bids /NIT. 2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details. 3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
20.	<p><u>Submission, Sealing and Marking of Bids</u></p> <p>The bidder should submit their duly encrypted bids on or before due date and time of submission mentioned in Critical Data Sheet. You are requested to go through the uploading process well in advance so as to avoid last minute hitches. (Bids received by FAX/E-mail would not be considered for evaluation.)</p>
21.	<p><u>Deadline for Submission of Bids</u></p> <ol style="list-style-type: none"> 1. Bids must be submitted on or before the due date and time. 2. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a corrigendum on CPP Portal against the relevant .
22.	<p><u>Late Bids-</u></p> <ol style="list-style-type: none"> 1. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. 2. Such tenders shall be marked as late and not considered for further evaluation.
23.	<p><u>Withdrawal, substitution and Modification of Bids.</u></p> <p>It would be governed by the Standard Operating Procedure of the e-procurement portal.</p>

24	<p><u>Opening and Evaluation of Bids</u></p> <p><u>Opening of Bids by the Purchaser</u></p> <ol style="list-style-type: none"> 1. The decryption of the bids would be done at the time enumerated on the e-procurement portal. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. 2. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
25	<p><u>Confidentiality</u></p> <ol style="list-style-type: none"> 1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. 2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
26	<p><u>Clarification of Bids</u></p> <p>To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.</p>
27	<p><u>Preliminary Examination</u></p> <ol style="list-style-type: none"> 1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested Tender have been provided, and to determine the completeness of each document submitted. 2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected. <ol style="list-style-type: none"> a) Bid Form and Price Schedule, in accordance with Tender ; b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

	<ul style="list-style-type: none"> (i) The Bid is unsigned (ii) The Bidder is not eligible. (iii) The Bid validity is shorter than the required period. (iv) The Bidder has quoted for Services / goods render/ manufactured by a different firm without the required authority letter from the proposed Service provider manufacturer. (v) Bidder has not agreed to give the required performance security or has not furnished the bid security. (vi) The services/goods quoted are sub-standard, not meeting the required specification, etc. (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule. (viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
28	<p><u>Responsiveness of Bids</u></p> <ol style="list-style-type: none"> 1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that: <ul style="list-style-type: none"> (a) Affects in any substantial way the scope, quality, or performance of the Goods /Services specified in the Contract; or (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (a) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids. 2. The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. 3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission. 4. If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.
29	<p><u>Non-Conformity, Error and Omission</u></p> <ol style="list-style-type: none"> 1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation. 2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

	<p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>4. Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.</p>
30	<p><u>Examination of Terms & Conditions, Technical Evaluation</u></p> <p>1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the Tender have been accepted by the Bidder without any material deviation or reservation.</p> <p>2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with Tender, to confirm that all requirements specified in Schedule of Requirements/Scope of Work of the Bidding Documents have been met without any material deviation or reservation.</p> <p>3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with Tender, it shall reject the Bid.</p>
31	<p><u>Evaluation and comparison of bids</u></p> <p>1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.</p> <p>3. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:</p> <p><u>For Services / goods - render / manufactured in India</u></p> <p>(i) The price of the services/goods quoted ex-works including all taxes already paid.</p> <p>(ii) GST and other taxes, if any which will be payable on the services/goods if the contract is awarded.</p> <p>(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination. (for goods only)</p> <p>(iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.</p> <p>Note: In case of goods, Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.</p>

32	<p>Eligibility of Class –I local supplier/ Class-II local supplier / Non-local suppliers for different type of procurements.</p> <p>a) In procurement of all goods, services in respect of which the Nodal Ministry /Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier as defined under the Public Procurement (Preference to Make in India) Order 2017- Revision dated 4th June 2020 and revised on 16th September 2020, shall be eligible to bid irrespective of purchase value.</p> <p>b) Only Class-I local supplier and Class-II local supplier as defined under the Order shall be eligible to bid, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers in procurement of all goods, services not covered by para a) above and with estimated value of purchases less than Rs.200 crore.</p>
33	<p><u>Purchase Preference</u></p> <p>Subject to the provision of Public Procurement (Preference to Make in India) Order 2017- Revision dated 4th June 2020 and revision dated 16th September 2020 and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier in procurements undertaken by procuring entity in the matter specified hereunder:</p> <p>a) The purchaser has restricted the eligibility of the supplier to Indian suppliers only as per para 06 of the invitation to bid / NIT. In procurement of all goods in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class I local supplier as defined under the order shall be eligible to bid irrespective of purchase value.</p> <p>b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, for goods with estimated value of less than Rs.200 crore. :</p> <p>c) In the procurement of services / goods which are covered by above and which are divisible in nature, the Class-I local supplier shall get purchase preference over Class –II local supplier as well as Non-local supplier as per the following procedure -</p> <p>i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract for full quantity will be awarded to L1.</p> <p>(ii) If L1 bid is not Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder amongst the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity, subject to the class-I local supplier 's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such Class-I local supplier, subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. And the contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> <p>(c) In the procurement of services / goods which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the Class-I</p>

local supplier get purchase preference over the Class-II local supplier as well as non-local supplier as per the following procedure.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers will be invited to match the L1 price, subject to Class-I local supplier's quoted price falling within the margin of purchase preference. Accordingly, the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the Class-I local suppliers within the margin of purchase preference are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.
- (d) If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to that Nodal Ministry.
- (e) Class - I local suppliers /class-II local suppliers at the time of submission of bid must submit a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made, as per the proforma, failing which no purchase preference shall be granted. In case the bid value is more than Rs.10.00 crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (Preference to Make-in - India) order 2017 dated 4.6.2020 and 16th September 2020.
- (f) Only Class-I and Class-II local suppliers as per MII order dated 4.6.2020 and 16th September 2020 will be eligible to bid. **Non-Local suppliers as per MII order dated 4.6.2020 and 16th September 2020 are not eligible to participate. Class –II local supplier will not get purchase preference in any procurement undertaken by the institute.**

Purchase Preference In case of MSE–

1. In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

2. Within this 25% (Twenty five Percent) quantity, a purchase preference of 20 (twenty) per cent out of 25 (twenty five) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

34	<p>Contacting the Purchaser :</p> <ol style="list-style-type: none"> 1. No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. 2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
35	<p><u>Post qualification</u></p> <ol style="list-style-type: none"> 1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the tender. 2. The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate. 3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
36	<p><u>Purchaser's right to accept Any Bid and to reject any or All Bids</u></p> <p>The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.</p>
37	<p><u>Option Clause</u></p> <p>The Purchaser reserves the right to increase or decrease the quantity/duration of the required services up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity/duration ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)</p>

38	<p>AWARD OF CONTRACT</p> <p>A. Negotiations</p> <p>Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.</p> <p>B. Award Criteria</p> <p>The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.</p> <p>C. Purchaser's right to vary Quantities at Time of Award</p> <p>The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.</p>
39	<p>A. Signing of Contract</p> <ol style="list-style-type: none"> 1. Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order. <p>B. Order Acceptance</p> <ol style="list-style-type: none"> 1. The successful bidder should submit Order acceptance and complete the services / work in 10 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and appropriate action can be taken as per Bid Security Declaration submitted by the bidder. 2. The order confirmation must be received. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
40	<p>Bidder's responsibility to take care of all safety, security of their representatives , their Instruments/equipment's/materials and the property of this Institute.</p>

41	<p><u>Performance Security</u></p> <p>41.1 The Supplier shall furnish performance security (PS) as per amount/percent specified in Tender, PS shall remain valid till 60 days after the period of contractual obligations.</p> <p>41.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>41.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India.</p> <p>41.4 The Performance security shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents. Or (b) A Account Payee demand draft in favour of the Director, CSIR-NEERI, Nagpur Or, (c) A Fixed Deposit Receipt pledged in favour of the Director, CSIR-NEERI, Nagpur Or, (d) RTGS /NEFT in favour of Director, CSIR-NEERI, Nagpur. <p>41.5 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, without levy of any interest.</p> <p>41.6 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.</p> <p>41.7 The performance security must be received before execution of services/work as per Tender. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.</p> <p>41.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.</p>
42	<p><u>Force Majeure</u></p> <p>1. Notwithstanding the provisions of relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the</p>

	<p>Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>3.If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4.If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.</p>
43	In the event that two or more Bidders quote the same BID Price (the "Tie BIDs"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend. In case short of time draw of lots will be done through Video Conferencing.
44	<p><u>Termination for Default</u></p> <p>44.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part</p> <ul style="list-style-type: none"> (a) If the Supplier fails to complete any or all of the work/services as per the scheduled period/ the period(s) specified in the contract, or within any extension thereof granted by the Purchaser. (b) If the Supplier fails to perform any other obligation(s) under the Contract. (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in Tender on code of integrity in competing for or in executing the Contract. <p>44.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:</p> <ul style="list-style-type: none"> (a) The Performance Security is to be forfeited; (b) The purchaser may procure services, upon such terms and in such manner as it deems appropriate, similar to those services, and the supplier shall be liable for all available actions against. (c) However, the supplier shall continue to perform the contract to the extent not terminated.

ADMINISTRATIVE OFFICER
For Director, CSIR-AMPRI,BHOPAL 462026

CHAPTER 3

Schedule of Requirements

1	Description of Services	(As on page one & Scope of Work details as per Chapter 4)
2	Period of Services/Work	10.05.2023 to 19.05.2023 (Detailed schedule of services/work shall be as per Scope of Work)
3.	Performance Security (DD/ PBG/FDR)	05% of contract value
4.	Final Destination for services / work	C.S.I.R. – Advanced Materials And Processes Research Institute, Hoshangabad Rd, Near Habibganj Naka, Bhopal -462026 (M.P.)
5.	<u>Payment Term:- 100% Payment shall be made after satisfactory completion of the work/services as per tender, submission of Performance Security, submission of Invoice duly certified by the End User to make payment.</u>	

Chapter 4

Scope of Work/Services:- (Bidders may visit site/office of Services/Work before submission of Bid)

CSIR-AMPRI, Bhopal is organizing Technology Day on 11.05.2023 and One Week One Lab programme from 14.05.2023 to 18.05.2023 for which Catering Services is required from 10.05.2023 to 19.05.2023 and as per details given below:-

- a) The Contractor shall ensure requisite quantity and efficient service during the Event.
 - b) The contractor shall provide Water Dispenser (R O Water) and paper disposable glasses to serve water during the Event.
 - c) Clean crockery, cutlery & glassware up to the satisfaction of CSIR-AMPRI for Lunch / Dinner shall be provided by the Service provider at all dining area. (Guest House/Tent at Officer premises)
 - d) Proper serviettes will be provided by the Contractor.
 - e) Except Tent the Service Provider has to provide all the required material necessary for serving foods such as Serving Table with cover, Hot Food Pots/Containers, Dust bin etc.
 - f) Sufficient Number of Serving support Staff to be provided during the Event to serve the Food in clean Uniform.
-
- 1) **Breakfast :** Breakfast to be served at Guest House / Office Premises. Approx. 10 Breakfast will be required for the Guests / Staff members during the Event.
 - 2) **Light Refreshment / High Tea:-** Approx. 400-450 Nos will be required per day on 11.05.2023 and 14.05.2023 to 18.05.2023 in the morning and evening. The Light refreshment/High Tea should be provided in packed boxes.
 - 3) **Lunch/Dinner : -**
 - g) Daily Lunch/Dinner(s) shall be served as per the approved and pre-decided menu during the Event.
 - h) Buffet Lunch/Dinner will be served unless otherwise specified by CSIR-AMPRI.
 - 4) **VIP Refreshment : -** During the Event VIP Refreshment will be required for the Guest / Invitee. The services staff should be in well dressed and manner.
 - 5) **Normal/Working Lunch/Dinner:-** During the event normal lunch/Dinner will be required to be served either in packed manner or Buffet to be informed to the service provider well in advance.
 - 6) **Tea/Coffee:** Tea/Coffee will be required to be serviced during the event.

- 7) **Juice/Cold Drinks**: The requirements will be given well in advance. The packed Juice/Drinks may be provided by service provider on MRP.
- 8) **Packed Water Bottle**: 200 ml/500ml will be provided by Service provide on MRP
- 9) **Arrangement of Water & Disposal Glass**: The service provided should ensure that water dispenser with RO Water and disposal glass (800-1000) on daily basis is placed at the event (04 place) to be informed to the service provided well in advance.
- 10) Menu:
- The Contractor shall follow the different menus as mentioned below as the case may be and shall seek instructions from designated officer of CSIR-AMPRI, Bhopal regarding specific items to be served in the menu for an event.
 - Director-AMPRI or his designated officer from CSIR-AMPRI may modify the items of the menu to be served on different days to suit the needs of the programme.
 - No change can be made in the menu by the Contractor without written approval.
 - Violation of these instructions shall automatically result in 5% deduction from the bill for that event, subject to a minimum of Rs.1000.00/(one thousand) - per occasion

Menu for the One Week One Lab & Technology Day Programme:

Sr No	Dates	Menu	
1.	Breakfast At Guest House	a) Breads (White and Brown both) b) Butter (15gms.) c) Jam (20 gms.) d) Cornflakes with dbl. toned milk (70 ml.) e) Two boiled eggs/Omlet (for non-veg) <u>or</u> Choice of one vegetarian item from the list below:- South/North Indian items - viz. Idli, Vada, Dosa, Uthappam, Paranthas, Puri, Chole Bhature to be served with appropriate accompaniments f) Lassi/Butter Milk/Carry Panna/Tetra Pack Juice	

		(200ML) g) Tea & coffee –One Cup	
2.	Lunch/Dinner At Guest House	a) Choice of Cream or Clear Soups b) One vegetable (gravy or dry) & one Paneer dish c) Dal ---Dal Makhani/Yellow Dal d) Choice of Bread –Roti/Nan/Puri e) Rice / Pulao / Biryani/Jira Rice f) Curd/raita g) Choice of one salad from :- Green/Sprouted/Macroni/Pasta/Tossed/Fried) h) Papad, achar, chutney i) Fresh seasonal fruits-Mix j) Sweet (Dessert)--- Burfi/Gulabjamun/Chhena /pastry – 1Piece/Ice-cream-Different Flavour-02 Spoons k) Water Dispenser with disposal Glass	
3.	VIP refreshment	a. Choice of snacks – Samosa/ Veg sandwich – 1Piece or Dhokla/Veg. Rolls- 2 Pieces or Mixed Pakora – 4 Pieces b. Choice of cookies/biscuits- Sweet – 2Piece & salted – 2 Piece c. Choice of nuts – Cashew& Almonds – 8 Pieces each d. Choice of Indian Sweets – Burfi/Gulabjamun/Chhena /pastry – 1Piece/Ice-cream-Different Flavour-02 Spoons e. Lassi/Butter Milk/Carry Panna/Tetra Pack Juice (200ML) f. Sugar Free Tea/Lemon Tea/Coffee – 1 cup	
4.	Medium Tea	a. Choice of snacks – i. Samosa-01 piece or ii. Veg sandwich – 1Piece or iii. Dal Kachori -1Piece b. Choice of cookies/biscuits- Sweet – 1Piece & salted – 1Piece c. Tea/Coffee – 1 cup d. Water Dispenser with disposal Glass	

5.	High Tea	a. Choice of snacks – i. Samosa-01 piece or ii. Veg sandwich – 1Piece or iii. Dal Kachori -1Piece b. Choice of cookies/biscuits- Sweet – 2Piece & salted – 2Piece c. Salted Chips-30 Grams d. Choice of Indian Sweets – Burfi/Gulabjamun/Chhena /pastry – 1Piece e. Tea/Coffee – 1 cup f. Water Dispenser with disposal Glass	
6.	Working Lunch/Dinner	a. One vegetable (gravy or dry) b. Dal –DalMakhani/Yellow dal c. Choice of Bread –Roti (04 Piece) d. Rice / Pulao / Biryani e. Curd/raita f. Choice of one salad from :- Onion/Tomato/Carrot g. Sweet (Dessert): GulabJamun/Chenna-01 piece h. Water Dispenser with disposal Glass	
7.	Extra Items Required	Such as Tetra Pack Juice/Coconut Water/Packed Namkeen etc.	As per MRP
8.	Water Bottle	200ml/500ml	As per MRP
9.	Tea	Green/Black/Milk Tea--- 1 Cup	
10.	Water Arrangement	RO water with Water Dispenser & paper Disposal Glass is required to be placed at 04 Place during the event.	

Note: The per day menu will be communicated to the concerned firm to whom work will be awarded well in the advance.

11) Food Quality and control Checks:

- a. CSIR-AMPRI reserves the right to test / have tested from certified agency any time at its cost the raw materials used for lunches, dinner tea/coffee etc.
- b. The foodstuff prepared for serving shall be subject to the approval of CSIR-AMPRI authorities and their decision in this regard shall be final and binding on the Contractor.
- c. Financial losses and other damages caused to CSIR-AMPRI on account of the bad quality of food served are liable to be penalized and suitable recoveries as decided by CSIR-AMPRI shall be made on this account from the contractor bill.
- d. The designated officials of CSIR-AMPRI are entitled to inspect the premises at any time to ensure bona-fide use, to check hygiene and cleanliness and to check quality of the

ingredients used and the food quality.

- e. Surprise control checks can be carried out by any designated CSIR-AMPRI official(s) during any of the services for which no extra charge will be levied/billed for exercising quality control.
- f. Observations of such checks will be duly intimated to the contractor, which shall be binding upon him/her for compliance.

12. **Paper Cloth Napkins:** The Contractor shall provide good quality paper napkins during service of meals. For special events, Contractor shall provide cloth napkins (serviettes) as per directions of CSIR-AMPRI without any extra charges.

13. **Timings:** Contractor shall arrange for preparing and serving of breakfast; teas – forenoon, afternoon, and evening, lunch, and dinner as per menu provided in the respective Annexures. This should be prepared and served in accordance with the timing given below unless and otherwise specified or re-scheduled by CSIR-AMPRI. The normal timings of catering services will be as under:

Breakfast	0800 Hrs to 0900 Hrs
High Tea/Light Refreshment	Forenoon 12 Hrs to 12.30 Hrs
Lunch	1300 Hrs to 1400 Hrs
High Tea/Light Refreshment	1730 Hrs to 1830 Hrs
Dinner	2030 Hrs to 2130 Hrs
VIP Refreshment	As per the direction of the AMPRI officer

Note: Timings are subject to changes at the discretion of CSIR-AMPRI authorities which will be informed well in advance to the service provided.

Tentative No of Breakfast/Lunch/Dinner/High Tea etc for 11th May and 14th -18th May 2023

	Breakfast Guest house(GH)	high Tea /Light Refreshment	Lunch	Medium Tea (evening)	Dinner	VIP Refreshment
Technology Day (11 th May 2023)	10	0	35(GH)	350	0	20
Inauguration & Thematic Discussion (14 th May 2023)	10	350	200	200	20	20
Industry Meet Technology Demonstration (15 th May 2023)	10	200	200	200	20	20

R & D meet Young Res Conclave (16th May 2023)	10	250	200	200	20	20
Jigyasa & Open day (17th May 2023)	10	300	150	400	20	20
Skill Day & Valedictory (18th May 2023)	10	300	350	200	20	20
Industry sponsors/ pavilion per day 30 person High Tea, Lunch	0	150	150	0	0	0
Total	60	1450	1285	1525	100	120
Water dispenser with RO water and disposable glass	At four Different Location about 1000 paper disposal glass may be required on daily basis.					

Criteria or Grounds for Summarily Rejection of offers

1. Bid submitted is not valid for minimum period of 90 days from the date of opening of technical bid.
2. Late submission of bid.
3. Any conditional clause in quoted Bid which is not as per CSIR-AMPRI,BHOPAL 462026 tender.
4. Quoted offer is not as per CSIR-AMPRI,BHOPAL 462026 tender and there is deviation .
5. Bid is unsigned.
6. Bidder is not eligible.
7. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
8. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

9. Non submission of Bid Securing (Security) Declaration form.

Points on which clarifications from suppliers can be sought

1. Ambiguity in quoted bid
2. Ambiguity in commercial terms including payment terms. Necessary information/ documentation to rectify non-material non-conformities or omission in the bid related to Documentation requirement but non-related to any aspect of the price of the bids.
3. Non-submission of sufficient supporting Technical Literature / data.
4. Bid validity extension beyond 90 days, in case it is required by the institute.
5. Non-submission of any or all requisite formats as per tender.
6. Non-acceptance to payment terms mentioned in Tender Document.

CHAPTER 5

PRICE SCHEDULE FORM (Price Bid)

Sr No	Details of Work / Services	Total Price Rs. (Including all taxes, all other charges)
1.	Services/Work as per Tender	Price to be quoted in BOQ sheet only
	*No additional charges shall be paid above Total Price Rs. Quoted by the bidder in BOQ Sheet for the Scope of the work mentioned in Tender. *Bidders may visit site of the Services/Work before submission of Bid.	

AND

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

Notes:

****Statutory Deductions like TDS / IT etc., shall be deducted by the Institute as per statutory rates and norms wherever applicable.***

Signature and seal of Bidder on page

CHAPTER 6

Eligibility / Qualification Criteria

Sr.No.	Details	Bidder's Confirmation
1.	The bidder should have Trade License issued by the appropriate Authority to carry out the Business of Catering Service	Documentary proof should be submitted with Technical Bid
2.	The bidder should be an Indian registered Firm/Company engaged in Construction and Associated Work of Catering	Documentary proof should be submitted with Technical Bid
3	The bidders should have executed/completed a similar job with a minimum value of Rs. 10 lakhs in the last three years. The bidders should be able to provide supporting evidence such as copy of work order with testimonials/proof of completion/experience	Documentary proof should be submitted with Technical Bid

	certificate from clients.	
4	The bidder should have office in Bhopal.	Documentary proof should be submitted with Technical Bid
5	The bidder should have sufficient/ adequate Infrastructure, and financial strength to undertake the contract.	Agreed & complied
6	Tax and GST registration : The agency must be registered under Income Tax and GST	Documentary proof PAN & GST certificate copies should be submitted with Technical Bid
7	Average turnover of minimum Rs. 20 lakh. During the last three financial years duly certified by Chartered Accountant.	Documentary proof should be submitted with Technical Bid
8	The bidder must submit a self-certificate using the letterhead of the firm/ agency that it has not been blacklisted/Debarred by any Govt. Department/ Govt. Organization.	Self-certificate must be submitted with Technical Bid.

9	Format of declaration of abiding by the Code of Integrity and Conflict of Interest to be submitted by the bidder.	To be submitted with technical bid- as per Annexure
10	Bid Securing Declaration. (Bid Security Declaration)	To be submitted with technical bid- as per Annexure
11	Price Certificate	To be submitted with technical bid- as per Annexure

Confirmation on above points with Seal & Signature of quoted firm: _____

CHAPTER 7

Table of Contents -Annexures

Sl. No.	Name	Annexure
01	Bid Securing Declaration. (to be enclosed with the technical bid) (Bid Security Declaration)	I
02	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. (to be enclosed with the technical bid)	II
03	Price Certificate	III

Bid-Securing Declaration Form
(Bid Security Declaration)

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.

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