
*Tender for
The Selection of firm/agency/companies for
Providing & Fixing Wall Units using Commercial Boards*

By:
ODOP CELL, Niryat Bhawan,
8 Cantt road, Kaiserbagh, Lucknow
The Directorate of Industries and Enterprise Promotion
Government of Uttar Pradesh

Disclaimer

The information contained in this tender document or subsequently provided to the Bidders, whether in documentary or any other form by or on behalf of the ODOP Cell, GoUP or any of their employees or advisors, is provided to Bidders, on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by the ODOP Cell, GoUP to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this tender (the "Bid"). This tender includes statements, which reflect various assumptions and assessments arrived at by the ODOP Cell, GoUP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This tender may not be appropriate for all persons, and it is not possible for the ODOP Cell, GoUP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources.

Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The ODOP Cell, GoUP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The ODOP Cell, GoUP, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.

The ODOP Cell, GoUP also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this tender.

The ODOP Cell, GoUP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

The issue of this tender does not imply that the ODOP Cell, GoUP is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, and the ODOP Cell, GoUP reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ODOP Cell, GoUP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the ODOP Cell, GoUP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Section 1. Introduction

1. Background

- 1.1. To refurbish the site of ODOP Cell, Lucknow office located at Niryat Bhawan, 8 Cantt road, Kaiserbagh, Lucknow, ODOP Cell, Directorate of Industries and Enterprise Promotion has published an tender inviting the firms/agencies/companies for providing & fixing of Wall Units using commercial boards
- 1.2. Guarantee/Warranty: The Contractor shall ensure a warranty period of 5 years for the wall units (Excluding the Godrej Locks and SS Handles; Manufacturer warranty shall be applicable to them).
- 1.3. Loss during Procurement & Installation: Till Wall Units and related equipment are not satisfactorily installed by the selected bidder at ODOP Lucknow office premises, the ODOP Cell, GoUP will not be responsible for the physical or monetary loss caused due to, but not limited to breakage of concerned items. Post installation of concerned items, the ODOP Cell, GoUP would take the complete ownership.

2. Scope of Services

S. No	Description	Size & Quantity
1.	Providing & Fixing wall units using 19mm Commercial Board (I.S.I) & Approved high quality glue & edge moulding on same colour & design with Lock (Godrej) and S.S Handle inner surface with 2 coat of enamel Paint using inlay Laminates as per given approved colour for smooth surface (8'X2.5'X1')	Number of Panels: 9 Measurement: 180 cu. Ft.

Section 2: Instructions to Bidders

1. Instructions for Tendering Process

- 1.1. The bidder shall submit the bid in response to the tender at ODOP Cell, Niryat Bhawan, 8 Cantt road, Kaiserbagh, Lucknow, Directorate of Industries and Enterprise Promotion
- 1.2. The tender document can be collected from the ODOP Cell by making a payment through Demand Draft in favour of Sanyukt Ayukt Udyog Lucknow Mandal, Lucknow of Rs. 1,000 (one thousand only)
- 1.3. The bidder should submit two separate proposals – i) Technical Proposal and ii) Financial Proposal, along with EMD of Rs.30,000/- (thirty thousand only) has to be submitted through DD in favour of Sanyukt Ayukt Udyog Lucknow Mandal, Lucknow. Any proposal without EMD will be cancelled and not be evaluated.

2. Schedule of Bidding Process

The department would endeavour to adhere by the following schedule during the Bidding Process:

S.No	Description	Date	Time	Venue
1.	Issue Tender Notice (via relevant media) and distribution of Tender document.	1.02.19 (Friday)		ODOP CELL, Niryat Bhawan, Second Floor, 8 Cantt Road, Kaiserbagh, Lucknow - 226001.
2.	Date of Pre-Bid meeting for any clarifications	8.02.19 (Friday)		Conference Room, 2nd Floor,

				Niryat Bhawan, 8 Cantt Road, Kaiserbagh, Lucknow - 226001. E-mail- odopcell@gmail.com
3.	Last Date of Bid Submission	18.02.19 (Monday)	5 p.m.	Same as mentioned in 2 of this table
4.	Opening of Technical Bids	19.02.19 (Tuesday)	3 p.m.	Same as mentioned in 2 of this table

3. **Eligibility Criteria for the Bidders**

- 3.1. Bidders must read carefully the minimum conditions of eligibility (**the “Conditions of Eligibility”**) provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 3.2. To be eligible for this tender, a Bidder shall demonstrate the financial & technical capacity fulfilling the following conditions of eligibility:
- 3.2.1. Bidders must read carefully the minimum conditions of eligibility (**the “Conditions of Eligibility”**) provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 3.2.2. The Bidder may be a single entity only i.e. a company/partnership firm/proprietorship incorporated under the Indian Companies Act, 1956/ 2013 (**“Bidder”**).
- 3.2.3. The bidder should be a registered entity and shall be in such business for at least 3 years.
- 3.2.4. The bidder shall have a minimum turnover of Rs. 5 lacs for last three years i.e. F.Y. 2015-16, 2016-17 and 2017-18
- 3.2.5. The bidder must be filing tax returns of last three years i.e. F.Y. 2015-16, 2016-17 and 2017-18. (Self-attested copies to be attached)
- 3.2.6. The bidder should have a valid GSTIN number and PAN number.
- 3.2.7. The bidder shall be able to procure and install the Wall Units using commercial boards. Such experience must be demonstrated through at least two **Purchase Orders/Letter of Awards/an explicit contract/Agreement/letter of successful & satisfactory installation/work (of work order above 1 lacs)** for last three years beginning 2015-16, 2016-17, and 2017-18 obtained from a public sector entity/ Government or semi Government Department or a private entity.
- 3.2.8. The bidder should produce the proof of complete address of its office/ showroom/workshop etc.
- 3.2.9. The bidder shall have an appropriate **Quality Assurance** certificate at the time of submitting the bid and throughout the Contract period
- 3.2.10. Documents establishing the same in the eligibility criteria should be met while submitting the bid for this tender.
- 3.2.11. All the conditions of Eligibility Criteria should be met in order to qualify for the tender.
- 3.2.12. Any award of Project pursuant to this tender shall be subject to the terms of Bidding Documents.
- 3.3. Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

- 3.4. Any Bidder, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
- 3.5. Notwithstanding anything to the contrary contained in this tender, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 3.6. The bidder should not be a bank defaulter.
- 3.7. A Bidder shall not have a **Conflict of Interest** that affects the Bidding Process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the ODOP Cell, GoUP shall be entitled to forfeit and appropriate the EMD or security deposit as the case may be.

4. Terms & Conditions

- 4.1. The warranty / guarantee conditions shall be clearly mentioned in the tender documents by the bidder.
- 4.2. This ODOP Cell, GoUP reserves the right to increase or decrease the actual quantity required. The Successful Bidder shall have to supply and execute the work within 15 days after issue of award letter.
- 4.3. The rates quoted in financial bid should be inclusive of all charges such as cartage, loading, unloading etc. but excluding GST and other taxes if any. The price/rate should be valid for 90 days from the date of opening of the tender.
- 4.4. Each Bidder will be required to submit the Computerised (same) design and (same) colour along with the Technical Bid.
- 4.5. Each Bidder will be required to submit the bills for Godrej Locks, S.S. Handles and every other product used for completion of the project.
- 4.6. No advance payment will be made to the bidder and the bidder is required to submit a Bill for payment after completion/execution of work.
- 4.7. The rates should be quoted in figures and words. In case of mismatch between two, the rates quoted in words will be considered.
- 4.8. The rates should be quoted excluding taxes. The taxes as applicable from time to time will be paid extra. The lowest tenderer will be decided on the basis of rates (excluding taxes) mentioned in Financial Bid.

5. Conflict of Interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, as the case may be, payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- 5.1. The selected Bidder shall not receive any remuneration in connection with the assignment, except as provided in the Agreement.
- 5.2. The Bidder and its affiliates shall not engage in activities that lead to conflict with the interest of the ODOP Cell, GoUP, under the contract.
- 5.3. The Bidder, while adhering to the **Scope of Work** must avoid conflicts with other assignments and its own corporate interests.
- 5.4. The bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to the ODOP Cell, GoUP, or that may place them in a position of being unable to carry out the current assignment in the best interest of the ODOP Cell, GoUP.

- 5.5. The bidder (including their personnel and/or affiliates) shall not be hired for the tender that, by its nature, may be in conflict with another assignment of the Service Providers.
- 5.6. The Bidder may not be awarded the contract, in case it has a business or family relationship with member(s) of the employer's staff or with the staff of the project implementing Company, who are directly or indirectly involved in any part of; (i) the preparation of the TOR/bid of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such a relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Company's work
- 5.7. The bidder and its respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issuance of the LOA and during the entire project execution and completion. Notwithstanding anything to the contrary contained herein, or in the LOA, the ODOP Cell, GoUP, may reject a bid, withdraw the LOA, or terminate the association with the Selected Bidder, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process. In such an event, the ODOP Cell, GoUP, shall be entitled to forfeit the performance security, as Damages, without prejudice to any other right or remedy that may be available to the ODOP Cell, GoUP, under the Bidding Documents and/ or the LOA, or otherwise.
- 5.8. Without any prejudice to the rights of the ODOP Cell, GoUP, under Clause 5.7. herein above and the rights and remedies which the ODOP Cell, GoUP, may have under the LOA or otherwise, if a Bidder is found by the ODOP Cell, GoUP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issuance of the LOA or the project duration, concerning to this, such Bidder shall not be eligible to participate in any tender issued by the ODOP Cell, GoUP, for a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any **corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices**, as the case may be.
- 5.9. Fairness and transparency in the selection process requires that Bidders competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed bidders together.
- 5.10. A Bidder shall only submit one proposal against the tender, if otherwise, shall be disqualified from the bid.
- 5.11. All the Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and participation in the Selection Process. The ODOP Cell, GoUP will not be responsible for such cost, regardless of the conduct or outcome of the Selection Process.

6. Cost of Tender Document

The tender document can be obtained from the ODOP Cell (address mentioned above) by submitting a demand draft in favour of Sanyukt Ayukt Udyog Lucknow Mandal, Lucknow of Rs 1,000/- (non-refundable) from any bank. The Demand Draft should be enclosed in an envelope clearly marking – 'Demand Draft towards Cost of tender for **"The Selection of firm/agency/suppliers for Providing & Fixing Wall Units using Commercial Boards"** .

The bidders shall be responsible for all the costs associated with the preparation of their proposal and their participation in the selection process. The ODOP cell will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the selection process.

7. Preparation and Submission of Proposal

The bidder shall follow the following format and language instructions, while submitting the proposal:

- 7.1. **Language:** The Proposal with all accompanying documents (the "Documents") and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this tender. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in any another language, other than English, then it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
- 7.2. **Format:** The Bidder shall provide all the information as per this tender document. The ODOP Cell, GoUP shall evaluate only those Proposals that are received in the required format and are complete in all respect. The Bidder shall prepare the hard copy for the Bid and submit the same at the ODOP Cell. Each of the proposal shall comprise the following:
- (i) DD for EMD (Earnest Money Deposit) or security deposit.
 - (ii) Letter of Proposal in the format set out in Form I, Appendix I.
 - (iii) The Bidder has to declare the Company profile such as Memorandum & Article of Association of the company.
 - (iv) Self-attested hard copy of company registration.
 - (v) Self-attested hard copy of PAN card and copy of GSTIN number.
 - (vi) Self-attested hard copies of turnover for last three years - F.Y. 2015-16, 2016-17 and 2017-18.
 - (vii) The bidder shall be able to procure and install the Wall Units using commercial boards. Such experience must be demonstrated through at least two **Purchase Orders/Letter of Awards/an explicit contract/Agreement/ letter of successful & satisfactory installation/work** (of work order above 1 lacs) for last three years beginning 2015-16, 2016-17, and 2017-18 obtained from a public sector entity/ Government or semi Government Department or a private entity.
 - (viii) The bidder should submit a hard copy mentioning the proof of complete address of its office/ showroom/workshop etc.
 - (ix) The bidder shall submit a hard copy of an appropriate **Quality Assurance** certificate at the time of submitting the bid and throughout the Contract period
 - (x) Documents establishing the same in the eligibility criteria should be met while submitting the bid for this tender.
 - (xi) All the conditions of Eligibility Criteria should be met in order to qualify for the tender.

8. Submission of Bids

All the Bidders should submit their bids physically or by post at the ODOP Cell at the aforementioned address:

- 8.1. The bid should contain both – i) technical proposal and ii) financial proposal in separate packets, along with DD of EMD
- 8.2. All the proposals, along with the accompanying documents will become property of the ODOP Cell, GoUP and will not be returned.
- 8.3. All the Bidders should submit their bids before time, as per the schedule of tender.
- 8.4. It shall be deemed that prior to submission of the Proposal, the Bidder has:
 - (i) Made a complete and careful examination of the terms and conditions/ requirements, and other information, as set forth in this tender document.
 - (ii) Received all such relevant information, as it has requested from the ODOP Cell, GoUP.
 - (iii) The ODOP Cell, GoUP shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

9. Clarifications from Bidders

- 9.1. A pre-bid meeting shall be convened at the designated address, date and time, as specified in the schedule of bidding process. A maximum of two representatives of each Bidder shall be allowed to participate in the pre-bid meeting. During the course of the pre-bid meeting, the Bidder(s) will be free to seek clarifications and make suggestions for consideration of the department.
- 9.2. The ODOP Cell, GoUP reserves the right not to respond to any questions or provide any clarifications, at its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the ODOP Cell, GoUP to respond to any question or to provide any clarification.

10. Withdrawal of Bids

A Bidder can withdraw his/her Bids submitted by writing a letter to the Commissioner Industries – ODOP Cell. Once the bid is withdrawn, a bidder

- 10.1. A Bidder can withdraw his/her bid by submitting an application to the Commissioner Industries, ODOP Cell, Lucknow; giving appropriate reasons. Once the request is accepted and the Bidder has withdrawn his /her Bid, he/she cannot re-submit this Bid again.
- 10.2. The ODOP Cell in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

11. Earnest Money Deposit (EMD) or Security Deposit

- 11.1. The Bidder shall furnish as part of its bid, an EMD of Rs. 30,000/- (Rupees Thirty Thousand Only) in the form of Demand Draft of any scheduled bank in favour of Sanyukt Ayukt Udyog Lucknow Mandal, Lucknow.
- 11.2. The Demand Draft should be enclosed and sealed in an envelope clearly marking – “**Demand Draft towards cost of EMD for the Selection of Agency/Firm/Company for Providing & Fixing Wall Units to ODOP Cell, GoUP**”.

11.3. The envelope shall be addressed to:

Commissioner and Directorate of Industries – ODOP Cell,

2nd Floor, Niryat Bhawan, 8 Cantt. Road, Qaiserbagh, Lucknow-226001

11.4. The envelope should be placed in another outer envelope, along with the sealed envelope for the Demand Draft towards cost of tender document as mentioned in Clause clearly marking – “**Do not open, except in presence of the authorized representative(s) of the ODOP Cell, GoUP**” along with the details of the bidder and the name of the tender.

11.5. Proposals for which EMD is not received shall be rejected by the ODOP Cell, GoUP as non-responsive.

11.6. The ODOP Cell, GoUP shall not be liable to pay any interest on the EMD and the same shall be interest free.

11.7. EMD shall be returned to the unsuccessful Bidders within a period of 30 days from the date of issue of Work Order to the Successful Bidder.

11.8. In case of successful bidder, the EMD amount shall be refunded, only after submission of Performance Security (Bank Guarantee), which is 10% of the order and contract agreement. The performance security or bank guarantee would be returned within 180 days of completion of contract. (Refer Appendix III for the format of performance security or bank guarantee)

11.9. The Bidder, by submitting its proposal pursuant to this tender document, shall be deemed to have acknowledged that without prejudice to the ODOP Cell, GoUP any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the ODOP Cell, GoUP under the following, but not limited, conditions:

- (i) If a Bidder engages in any of the Prohibited Practices; or
- (ii) If a Bidder withdraws its Proposal during the period of its validity as specified in this tender document and as extended by the Bidder from time to time; or
- (iii) If the Selected Bidder fails to clarify or reconfirm its commitments as required by the ODOP Cell, GoUP
- (iv) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement

12. Acknowledgement by the Bidder

It shall be deemed that by submitting the Proposal that the bidder has:

- (i) made a complete and careful examination of the tender;
- (ii) acknowledged that it does not have any Conflict of Interest; and
- (iii) agreed to be bounded by the undertaking provided by it, under and in terms hereof

13. Right to reject any or all Bids

13.1. Notwithstanding anything contained in this tender, the ODOP Cell, GoUP, reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time, without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

13.2. The ODOP Cell, GoUP, reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by the ODOP Cell, GoUP, the supplemental information sought by the ODOP Cell, GoUP, for evaluation of the Proposal.

13.3. Such misrepresentation/ improper response may lead to disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified/ rejected, then the ODOP Cell, GoUP reserves the right to consider the next best Bidder, or any other measure, as may be deemed fit at the sole discretion of the ODOP Cell, GoUP, including annulment of the Selection Process.

14. Late Bids

The submission of the bids will be allowed till the permissible date and time scheduled in the tender. Once the bid submission date and time is over, the Bidder cannot submit his/her Bid. The Bidder only, will be held responsible if his/her bids are not submitted by scheduled date and time due to any reasons.

15. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the ODOP Cell, GoUP in relation to, or matters arising out of, or concerning the Bidding Process. The ODOP Cell will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The ODOP Cell, GoUP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the ODOP Cell, GoUP or as may be required by law or in connection with any legal process.

16. Delivery Schedule

Bidders shall provide delivery terms with regard to the delivery Schedule specified in the tender document.

- 16.1. Failure to comply with the Contracted Delivery Schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the Contract.
- 16.2. Notwithstanding the above, in case of the causes of delay in providing & fixing of Wall Units at any stage of the Contract Delivery Schedule are attributable to the ODOP Cell, GoUP, the Contracted Delivery Schedule shall be modified accordingly from the immediate stage of the delivery schedule.

17. Payment to Selected Bidder

The Bidder shall raise invoice as under for the payment of fee as under:-

Payment Schedule	% payable of Total Fees
After 15 days of submission of bills or receipts	100%

The payment as per the above schedule shall be made to the selected Bidder on the timely completion of satisfactory performance (to be decided by GoUP) as described in the scope of work.

Section 3: Fraud & Corrupt Practices

1. Fraud & Corrupt Practices

For the purposes of Clause 4.8 mentioned above, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to/or employing or engaging in any manner whatsoever, directly or indirectly any official of the ODOP Cell, GoUP, who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ODOP Cell, GoUP, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, either during the Bidding Process or after the issuance of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical advisor of the department in relation to any matter concerning the tender
- b. "fraudulent practice" means either misrepresentation or omission of facts or suppression of facts, plagiarism or disclosure of incomplete facts, in order to influence the Bidding Process
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the GoUP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

To obtain complete tender, visit the office - ODOP CELL, Niryat Bhawan, 8 Cantt road, Kaiserbagh, Lucknow, The Directorate of Industries and Enterprise Promotion, Government of Uttar Pradesh with a demand draft of Rs. 1,000/- (One thousand only) drawn in favour of the Sanyukt Ayukt Udyog Lucknow Mandal, Lucknow