

निविदा दस्तावेज़
TENDER DOCUMENT

2019-20



वर्षा वन अनुसंधान संस्थान
भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद्
(पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार)
पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम।
RAIN FOREST RESEARCH INSTITUTE
Indian Council of Forestry Research & Education
(Ministry of Environment, Forest & Climate Change, Govt. of India)
Post Box No. 136, Jorhat- 785001, Assam

E-TENDER PAPERS

TENDER FOR CONSTRUCTION OF
ASSAM TYPE ORCHID HOUSE WITH
APPROACH ROAD
AT NORTH EASTERN COAL FIELDS,
MARGHERITA

**Notice Inviting Tender
(National Competitive Bidding)**

वर्षा वन अनुसंधान संस्थान
RAIN FOREST RESEARCH INSTITUTE
पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम
Post Box No: 136, Jorhat-785001, Assam

Tender No. : RFRI/STR/2019-20/10/Re-tender

Online bids are invited from interested parties/ contractors on single stage two bid systems for Construction of Orchid House with Approach Road at North Eastern Coal Fields, Margherita. Manual bids shall not be accepted.

1. Bid/ Tender documents may be downloaded from RFRI website <http://www.icfre.org> (for reference only) and for online participation Bidders/ Tenderers may visit the portal <https://moefcc.euniwizarde.com> as per the Critical Date Sheet given below.

Events	Important date	Websites/ Other Sources/ Venue
Date of publishing tender	25/07/2019	https://moefcc.euniwizarde.com http://www.icfre.org (for information)
	26/07/2019	News papers (for information)
Date of commencement of document download	25/07/2019	https://moefcc.euniwizarde.com
Due date for pre bid conference	Not Applicable	
Date of commencement of bid submission	25/07/2019	https://moefcc.euniwizarde.com
Last date for submission of bid	24/08/2019, 17.00 hours	https://moefcc.euniwizarde.com
Opening of technical bids	26/08/2019, 14.30 hours	https://moefcc.euniwizarde.com
Opening of financial bids	26/08/2019, 15.00 hours	https://moefcc.euniwizarde.com

CONTENT OF TENDER PAPER

This paper includes the following documents:-

1. Notice Inviting tender (Chapter I)
2. Instructions to bidders (Chapter -II)
3. Checklist.
4. Conditions of contract (Chapter III)
5. Details of work (Chapter IV)
6. Set of drawings (Chapter V)
7. Price Schedule (Chapter VI)
8. Agreement contract form (Chapter VII)
9. Annexure- I

**Notice Inviting Tender
(National Competitive Bidding)**

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RAIN FOREST RESEARCH INSTITUTE
पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम
Post Box No: 136, Jorhat-785001, Assam

Tender No. : RFRI/STR/2019-20/10/Re- Tender

Online bids are invited from interested parties/ contractors on single stage two bid systems for Construction of Orchid House with Approach Road at North Eastern Coal Fields, Margherita. Manual bids shall not be accepted.

The details of the work are mentioned below.

Name of Work	: CONSTRUCTION OF ASSAM TYPE ORCHID HOUSE WITH APPROACH ROAD AT NORTH EASTERN COAL FIELDS, MARGHERITA
Estimated cost	: Rs 12,24,000.00 (Twelve Lakh Twenty Four Thousand) only.
Bid Security	: Rs 50,000.00
Performance Security	: Rs 1,00,000.00
Time limit for work completion	: 31/03/2020

The details of the above items, drawings and other terms and conditions, etc. are available in the tender documents. The tender forms and specifications are available at web site rfri.icfre.gov.in, MOEFCC site <https://moefcc.euniwizarde.com> Portal.

समन्वयक (सुविधाए)/
Co- Ordinator (Facilities)
Rain Forest Research Institute
जोरहाट/Jorhat, असम/Assam.

Instructions to the Bidders

1. Bids shall be submitted online only at MoEFCC website: <https://moefcc.euniwizarde.com> . Tenderers/ Bidders are advised to follow the instructions provided in the "Instructions to the Tenderer/Bidder" for the e-submission of the bids online at <https://moefcc.euniwizarde.com> .
2. Tender Fee of Rs 500/- and Bid Security of Rs 50,000/- must be in the form of Demand Draft in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat.
3. Hardcopies of Bid Security & Tender Fee OR its exemption certificate must reach the Office of the Director, Rain Forest Research Institute, Sotai, Near Science College (JIST), Jorhat -785010, Assam on or before the last date/ time of online submission.
4. One Tenderer/Bidder will submit only one tender document. Under no circumstance will father/mother and his/her sons/ daughters or any other close relative who have business relations with one another be allowed to bid as separate competitors. A breach of this condition will render the tenders of both the parties to rejection.
5. Tampering and modification of the Tender Form is strictly prohibited. In case any tender document is found to be tampered or modified in any manner, the tender will be rejected, the Bid Security will be forfeited and the Tenderer/ Bidder will be blacklisted.
6. The Purchaser (RFRI) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure-I.
7. All prices are to be quoted in 'Rupees' which would include all the taxes.
8. Intending Tenderers/ Bidders are advised to visit the website <http://www.icfre.org> and <https://moefcc.euniwizarde.com> at least three days prior to last date of submission of tender for any addendum/ corrigendum/amendment.
9. Bids will be opened as per date/time of Critical Date Sheet.

Check List

Item No.	Qualifying documents to be uploaded in portal	Yes/No
1	Tender fees for Rs.500/-(including 18% GST) in shape of crossed D.D in favour of Director, Rain Forest Research Institute, Jorhat or Exemption certificate.	
2	Bid Security of Rs 50,000/- in shape of crossed D.D in favour of Director, Rain Forest Research Institute, Jorhat	
3	Signed and scanned copy of PWD/ CPWD registration certificate	
4	Signed and scanned copy of PAN Card.	
5	Signed and scanned copy of GST registration certificate	
6	Signed and scanned copy of previous work experience	
7	Signed and scanned copy of MSME registration (if any)	
8	Signed and scanned copy of latest tax return of Assessment Year of 2019-20.	

Note:

1. It is compulsory to fill the above check list.
2. The document should be submitted/ uploaded online in the MoEFCC portal following the sequence of the checklist.
3. The filled Check List is to be submitted/ uploaded as cover page.
4. In absence of any of the qualifying documents, the bid shall be rejected.
5. Tender fee: The Tender Fee of Rs 500/- (including 18% Service Tax) in form of crossed D.D in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat must reach the Office of the Director, Rain Forest Research Institute, Sotai, Jorhat-78010, Assam on or before the last date/ time of online submission. **Scan copy of the same must be uploaded in the portal.**
6. Bid Security: The Bid Security of Rs 50,000/- in form of crossed D.D in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat must reach the Office of the Director, Rain Forest Research Institute, Sotai, Jorhat-78010, Assam on or before the last date/ time of online submission. **Scan copy of the same must be uploaded in the portal.**
7. In case Bid Security exemption is claimed, the Tenderer/Bidder should upload the scan copy of the duly signed Exemption Certificate in the portal. The hard copy of the exemption certificate must reach the Office of the Director, Rain Forest Research Institute, Sotai, Near Science College (JIST), Jorhat -785010, Assam on or before the last date/ time of online submission.

Conditions of Contract

1. The tender should be uploaded online in Two parts, viz, Technical Bid and Price Bid.
2. The offers submitted by Hard Copy/Fax/Email shall not be considered. No correspondence will be entertained in this matter.
3. All pages of the bid being submitted / uploaded must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
4. Pre bid Conference: Not Applicable
5. Technical Bid: Documents are to be furnished/ uploaded by the Tenderer/ Bidder as per the Tender Document following the sequence of the checklist.
6. Price Bid: Hard Copies of the Technical Bid and Price Bid/ Financial Bid should not be submitted physically to the Institute. The Price Bid/ Financial Bid must be uploaded in the Schedule of price bid of provided in the Tender Document.
7. Price/ Financial bids of Tenderers/ Bidders who qualify the technical bid evaluation will be opened.

8. Clarification of Bids:

a. To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser, at its discretion, may ask any Bidder for a clarification of its Bid. The Purchaser's request for clarification and the response shall be in writing by post/email/fax etc. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic typing errors noticed by the Purchaser in the Evaluation of the bids. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

b. The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the Bid Document. The bids are liable to be treated as non-responsive and will be rejected if bidder does not upload qualifying and technical documents as required in the Bid Document.

c. If during the preliminary examination, the purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid may be ignored.

9. Tender Fee of Rs 500/- and Bid Security of Rs 50,000/- must be in the form of Demand Draft in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat.

10. Hardcopies of Bid Security & Tender Fee OR its exemption certificate must reach the Office of the Director, Rain Forest Research Institute, Sotai, Near Science College (JIST), Jorhat -785010, Assam on or before the last date/ time of online submission.

11. The successful Tenderer/ Bidder will have to deposit a Performance Security of Rs 1,00,000/- (one lakh) only in form of demand draft in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat within 15 days of award of contract. The Performance Security shall be valid for the period of

Contract and two months. It shall be released only after successful completion of the work, not later than 3 months from the date of completion of the work.

12. The Bid Security may be forfeited if:

- a. If a bidder withdraws his bid during the period of bid validity.
- b. In case of successful bidder, if the bidder fails to:
 - i. Accept the Work Order.
 - ii. Deposit the Performance Security.

13. The performance security may be forfeited in full or partially if any deviation from the terms and conditions is found during the period of contract.

14. The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site prior to tendering for the work.

15. The Successful Tenderer, referred hereafter as Contractor will work strictly according to the specifications and drawings provided. Work done with deviation from the provided specifications will not be accepted under any circumstance and it will be the responsibility of the Contractor to correct the deviations. Any bills charged for rectification of deviation (s) will not be entertained by the Institute.

16. After completion of the work the Contractor will inform the Institute in writing. The Institute will arrange for inspection and verification of the work done. Thereafter, if satisfied with the work done the handing and taking over documents will be signed.

17. In case the workers/ any worker deployed by the Contractor commit/commits any act of offence which is against the good Interest of the Institute, the Contractor will be liable and responsible to take action against the person(s).

18. In case the workers/any worker deployed by the Contractor meet with any unfortunate accident/ loss, RFRI will not be responsible and answerable to it.

19. RFRI will not be responsible in any case where the Contractor fails to comply with any Laws and if RFRI is put to any obligation, monetary or otherwise, the RFRI will be entitled to get itself reimbursed out of the bill or Performance Security of the Contractor.

20. Director, RFRI reserves the absolute right to cancel any or all the tender at any time during the bidding.

21. Director, RFRI reserves the absolute right to terminate/ stop the contract at any time during the period of the contract if any deviation from the laid terms and conditions is found.

22. The Contractor if in any manner defaults in the performance or in making good of any losses, damage or expenses or any part thereof, then it shall be lawful for the Institute to recover the loss from running monthly bills towards the liquidation of liability of the service provider in respect of such default.

23. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the party. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, Government regulation superimposed after the implementation, communication line failure, earthquakes etc.

24. If any dispute or disagreement arises between the bidder and the Institute under any circumstance or in connection with the term & conditions, they shall make every effort to resolve the matter amicably by direct negotiation.

25. All disputes which may arise between the service provider and Institute will be referred to the arbitrator. Arbitrator will be appointed by the Director General, ICFRE. The applicable Arbitration procedure will be as per Arbitration and Conciliation Act, 1996.

Details and Specifications of Work

- **Name of Work:** Construction of Assam Type Orchid House with Approach Road at North East Coal Fields, Margherita.
- **Location:** Margherita.
- **Estimated amount:** Rs 12,24,000 (Twelve Lakhs Twenty Four Thousand) Only.
- **Specifications:**
 1. Foundation: R.C.C.
 2. Brick Wall: 112 mm thick
 3. Flooring: P.C.C
 4. Plastering: 15 mm thick cement plaster in 1:4
 5. Post/ Beam/ Lintel/ Post Plate: R.C.C work in prop 1:2:4
 6. Height of Ground Floor: 2700 mm
 7. Area of the building: 162. Sq. m
 8. Approach road to the Orchid House with earth filling and brick soling.
 - a. Earth filling work including compacting, ramming etc: 171 Cu m
 - b. Brick soling work: 270 Sq m.

The details of items are mentioned below.

Part A. Building

Sl. No	ITEM						Total Qty	Unit
	No	L	B	H	Qty			
1	Earth work in excavation in foundation trenches of walls, columns, steps etc. including refilling the quantity after completion of work in ordinary soil							
	Posts	21	1.05	0.75	0.75	12.4031	12.40	C M
2	Providing soling in foundation and under floor at all level with Jhama bricks- brick flat soling							
	Footing	21	0.75	0.75		11.8125		
	T Beam	1	117.00	0.25		29.25		
	Floor Area	1				162		
	Steps	1	1.50	2.70		4.05		
	Total					207.113	207.11	Sq m
3	Supplying, fitting, fixing in position reinf. bars including cutting bending to proper shape and length and binding with 20 G black wire--tor steel							
		No	L	Wt	Bars	Kg		
	Jali, 10 mm	21	0.75	0.62	10	97.65		
	Post 12 mm	21	4.35	0.89	4	325.21		
	T Beam 12 mm	1	117.00	0.89	4	416.52		
	Lintel, 10 mm	1	117.00	0.62	4	290.16		

	Chajja (L)	1	10.00	0.39	4	15.6		
		1	0.75	0.39	68	19.89		
	6mm dia							
	Post	21	0.45	0.22	28	58.21		
	T Beam 5" Gap	1	0.85	0.22	780	145.86		
	Lintel	1	0.45	0.22	780	77.22		
	Total					1446.32	14.50	Qtl
4	Providing frame work of ordinary timber shuttering to give a rough finish in the sub structure- 25mm th							
	Footing	21	0.75	0.15	4	9.45		
	Post	21	1.5	0.25	4	31.5		
	T/ Bm	1	117.00	0.2	2	46.8		
	Total					87.75	87.80	Sq m
	Post	21	2.70	0.15	2	17.01		
	Lintel	1	117.00	0.15	2	35.1		
	Chajja	1	10	0.6		6		
	Total					58.11	58.11	Sq m
5	Providing and laying RCC works in Prop 1:2:4 including curing etc. complete as directed							
	(a) Upto PL							
	Footing	21	0.75	0.75	0.15	1.77		
	Post	21	1.50	0.25	0.25	1.97		
	T beam (L)	1	117.00	0.2	0.25	5.85		
	Total					9.59	9.60	Cu m
	(b) Above PL							
	Post	21	2.70	0.15	0.15	1.28		
	Lintel	1	117.00	0.15	0.15	2.63		
	Chajja	1	10.00	0.6	0.08	0.48		
	Total					4.39	4.40	Cum
6	Sand filling in layers not more than 15 cm thick including breaking clods, dressing, ramming etc. complete by truck carriage							
	1	1	18.0	9	0.60	97.20	97.20	C m
7	Brick work in cement mortar in prop 1:5 with first class brick including racking out joints and curing complete upto plinth level							
	Wall	1	117.00	0.6	0.25	17.55		
	Steps					4.5		
	Total					22.05	22.10	C m
8	Providing and laying 25 th DPC with CC in Propo. 1:1.5:3 with 10mm down stone with DPC admixture etc. complete							
	Wall	1	54.00	0.1	1	5.4	5.40	Sq m
9	112 mm thick 1 st class brick nogged wall in cement mortar 1:4 including racking out joints and curing complete							
	Wall	1	54.00	0.75		40.50		
	Deduct							
	Door	3	1.20	0.75		2.70		
	Net Area					37.80	38.00	Sq m

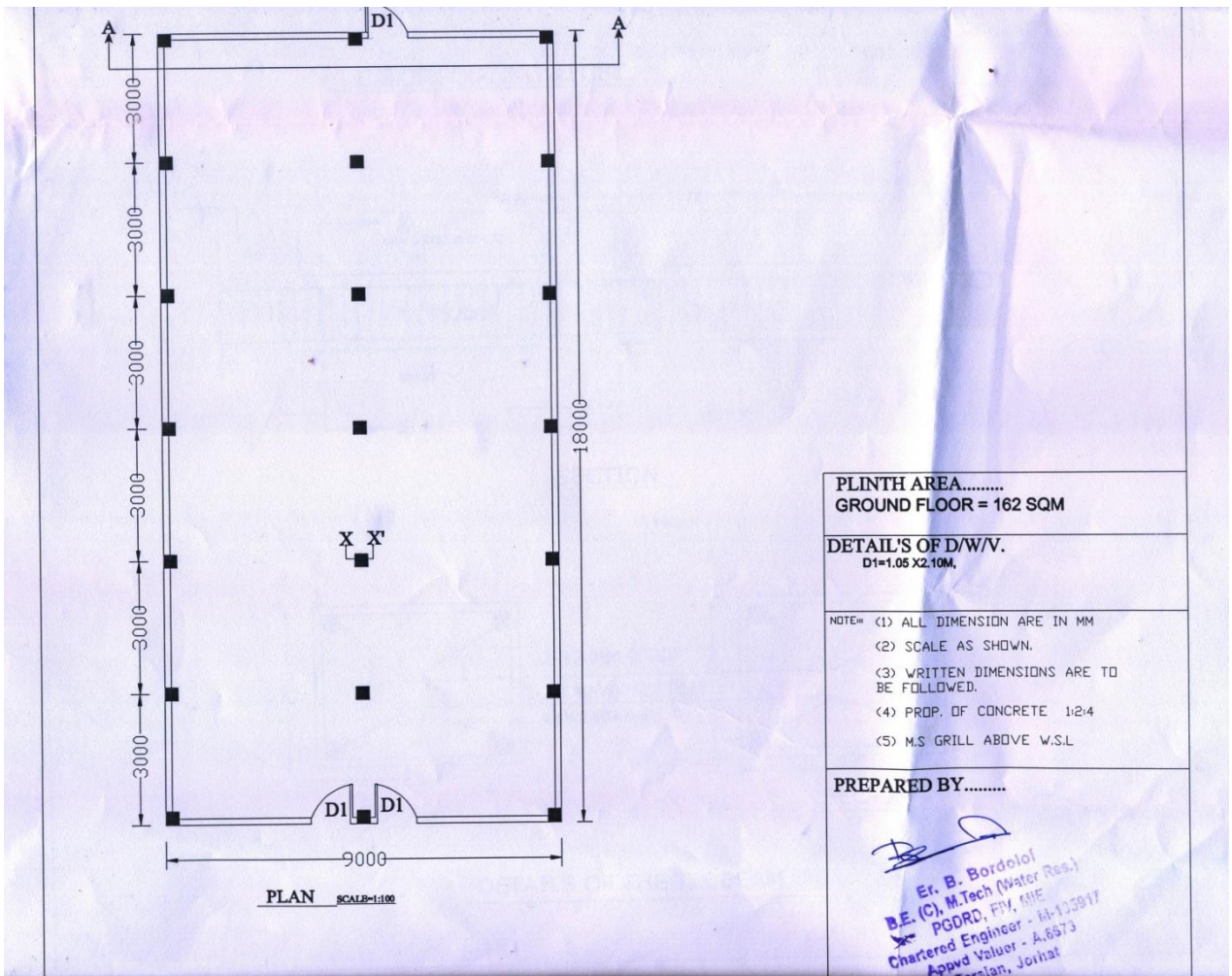
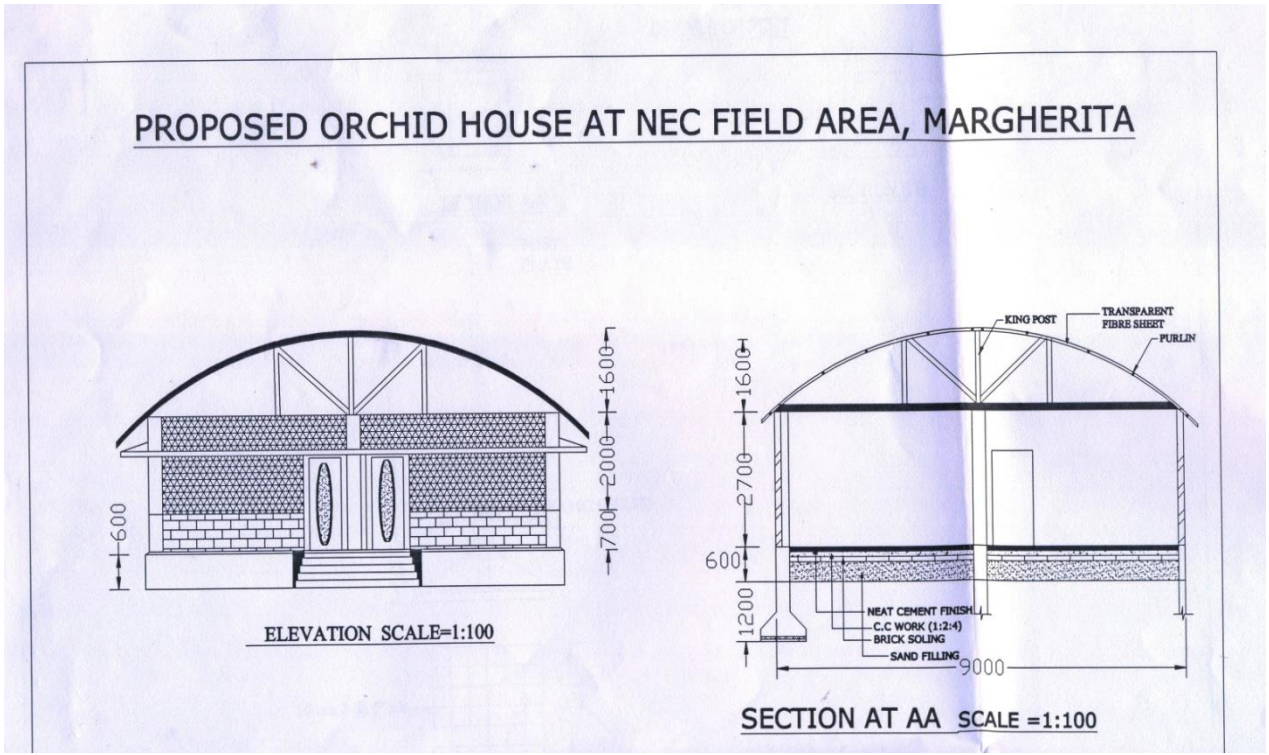
10	Providing woodworks in frames of doors/ windows/ ventilators and other similar works wrought, framed, and fixed in position in contact with CC or brick masonry wall including MS holdfast embedded in CC in 1:2:4 with two coats of kiricide oiling with first class timber							
	D1-(V)	6	2.10	0.08	0.15	0.15		
	(H)	3	1.05	0.08	0.15	0.04		
	Total					0.19	0.19	C m
11	Providing, fitting, fixing factory made wooden panelled door with oxidised MS butt hinges- 35 mm th							
	D1	3	0.95	1.95		5.56	5.60	Sq m
12	Providing fitting, hoisting and fixing of roof trusses including purlins fabricated out of M.S. black -tubes conforming to relevant IS code as per approved design and drawings as directed.							
	raftar	12	5.10			61.20		
	king post	6	1.50			9.00		
	tie	6	10.20			61.20		
	purlin	10	19.20			192.00		
	member	2x3	(1.5 + 1.2 + 0.9 +0.6)			27.60		
	runner	2	25.2			50.40		
						401.40		
	Total= 401.40 rm x 3.14kg/Rm =1260.40 kg (say)						13.00	Qtls
13	Providing corrugated 1.20 mm thick transparent fibre sheet roofing including fitting and fixing necessary galvanised J or L hooks, bolts and nuts of 8 mm dia with bitumin washer 25mm dia x 3mm thick and							
	Area	2	5.10	19.20		195.84	196.00	Sq m
14	Providing barge board of size 200 x 20 mm with first class timber including fitting, fixing necessary wood screw etc.							
			54.00				54.00	R. m
15	Providing 1.2mm thick transparent fibre sheet ridging including supplying and fixing necessary galvanised screws/washers etc. complete as specified and directed (1.20 mm thick- 150 mm lapping)							
	length					19.20	19.20	Rm
16	15 mm thick cement plaster in single coat on brick/ concrete wall finished even and smooth including curing complete in 1:4							
	Wall	2	37.80	1	1	75.60		
	Chajja	2	10.00	0.6		12		
	Plinth	1	54.00	0.6		32.40		
						120.00	120.00	Sq m
17	40 mm thick PCC flooring in prop 1:2:4 finished with a floating coat of neat cement finish including curing							
	Floor	1				162.00	162.00	Sq m
18	Applying one coat of cement primer of approved brand and manufacture on new wall surface after thoroughly brooming the surface free from mortar dropping and other foreign matter and including preparing the surface and sand papersmooth							
	Area					120.00	120	Sq m

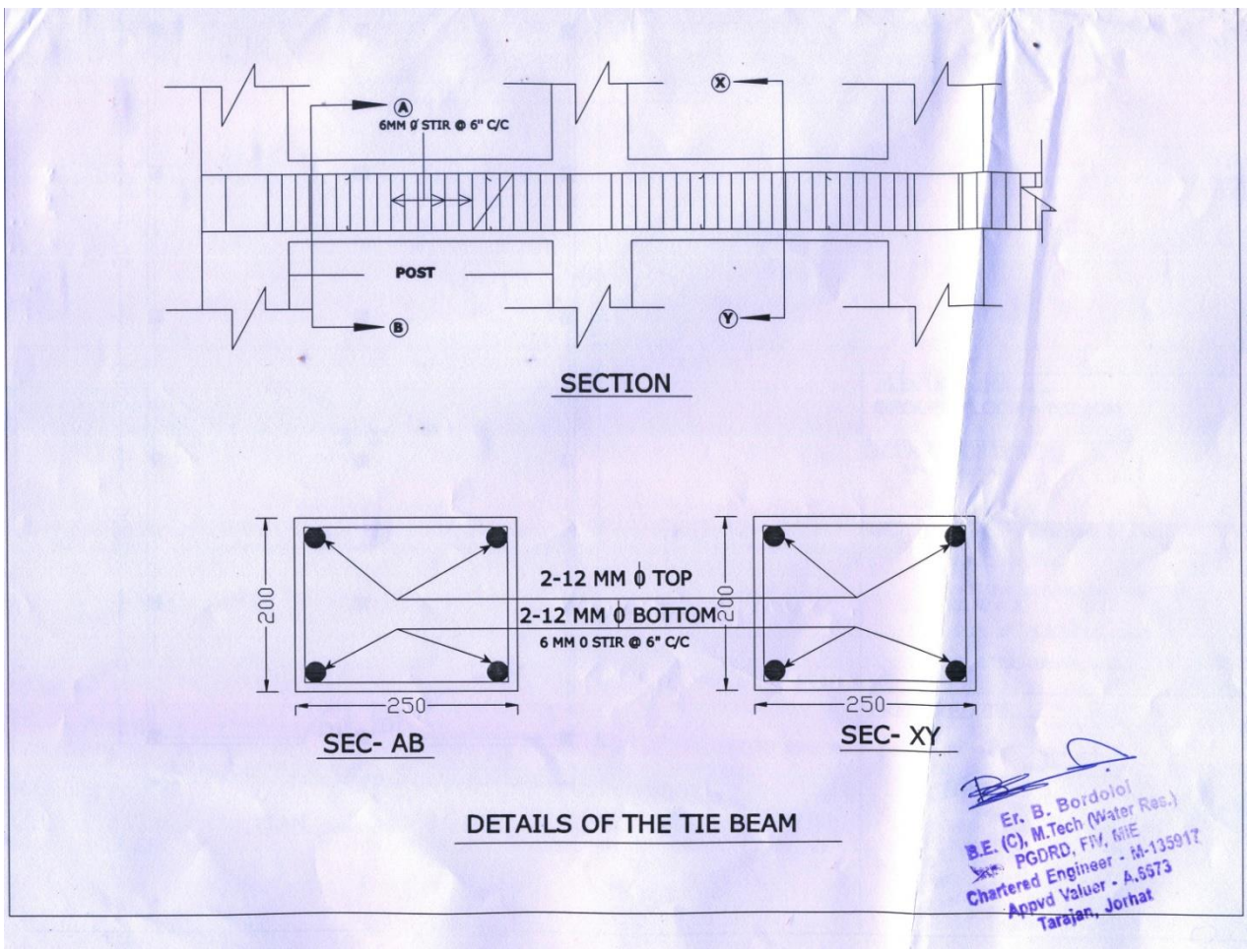
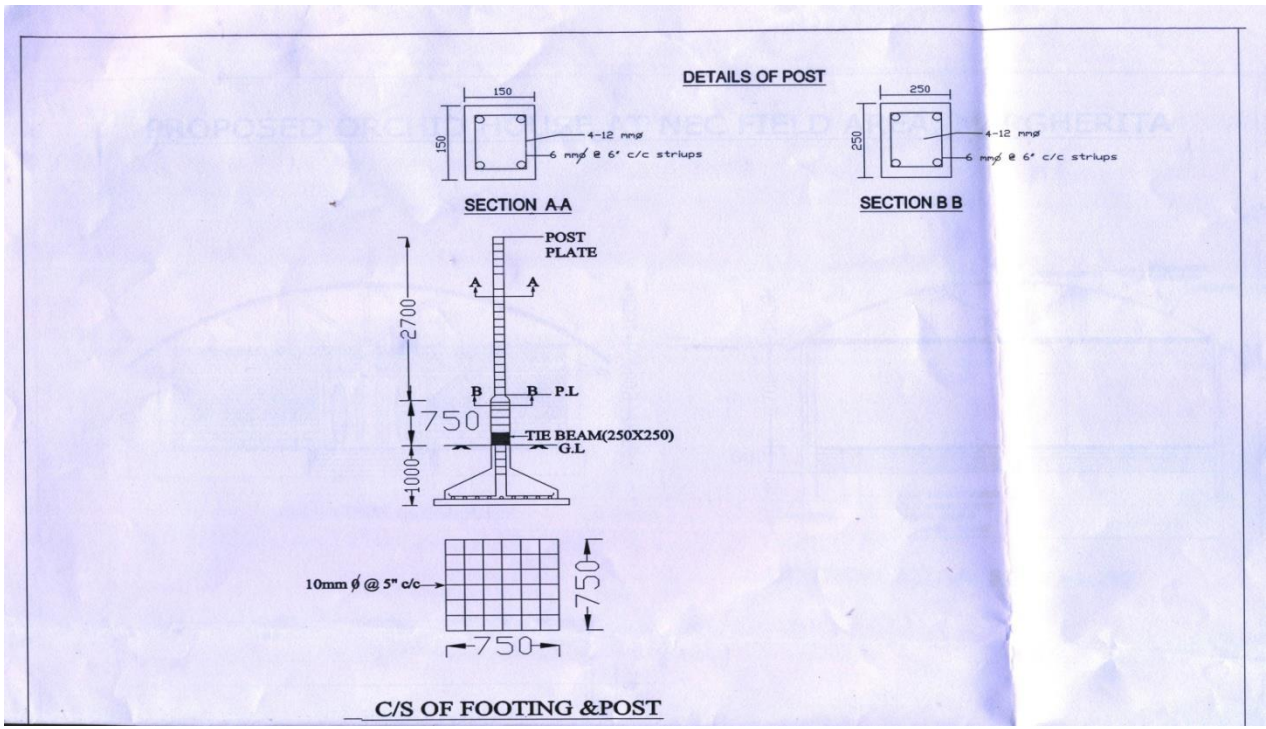
19	Distemping with dry distemper of approved brand and manufacture (two coats) and of required shade on new wall surface to give an even shade, after throughly brushing the surface free from mortar dropings and other foreign matter and including preparing surface even and sand paper smooth						120	Sq m
20	Fitting, fixing MS grill as per design fixed to wooden frame etc Complete							
		1	54.00	2	17	1836	1836.00	Kg

Part B. Approach Road

1	Earth work in filling embankment by truck carriage within a distance of 3 km and compacting, ramming etc. Complete							
		1.00	3.80	90.00	0.50	171.00	171.00	C m
2	Providing soling in foundation and under floor at all levels with jhama bricks- brick flat soling							
		1.00	3.00	90.00		270.00	270.00	Sq m

Set of Drawings





Schedule of Price Bid

(a) Price bid: (This format is to be downloaded from the portal <https://moefcc.euniwizarde.com> . Instructions regarding this are mentioned below)

From: (Full name and address of the Bidder):

To,
The Director
RFRI, Jorhat

Sir,

I/We offer a rate of Rs _____ (in words _____)
including all applicable taxes for Construction of Assam Type Orchid House with Approach Road at North East Coal Fields, Margherita as envisaged in the Bid document. I have thoroughly examined and understood all the terms and conditions as conditions as contained in the Bid document, and agree to abide by them.

Yours Faithfully,

Seal and Signature of Bidder

(b) Schedule of price bid in the form of PriceBid.xlsx

The prices should be quoted only in **PriceBid.xlsx** available in the moefcc portal.

Bidders are advised to download this **PriceBid.xlsx** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Rain Forest Research Institute.

1. The rates, taxes, charges, etc. should be quoted as per PriceBid.xlsx
2. All taxes, fees, levies, etc. and any revision in the statutory taxes/fees, etc. will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain fixed throughout the tenure of the contract and no revision is permissible for any reason.

Agreement/Contract Form
TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Director
Rain Forest Research Institute
Jorhat, Assam

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) name _____

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred / banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Policy of Rain Forest Research Institute, Jorhat against the Corrupt and Fraudulent Practices

RFRI strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers, etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crime under Indian law.

A) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be and besides it, RFRI may initiate legal actions including civil and criminal proceeding. For the purpose of this provision the terms are defined as follows:

(i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “Fraudulent Practices” is any action/ omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;

(iii) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action of a party;

(v) “Obstructive Practice” is deliberately destroying, falsifying, altering, or concealing of evidence material of the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing.

1. For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes RFRI staff and employees of other organizations taking or reviewing procurement decisions.

2. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

3. For the purpose of this sub-paragraph, “party” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

4. For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

B) Besides actions under clause (A) RFRI may also take action to blacklist / ban such bidder either indefinitely or for a specified period.
