



**CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)
UPPAL ROAD, HABSHIGUDA, HYDERABAD- 500 007
(TELANGANA) INDIA**

BID DOCUMENT

FOR

SINGLE TENDER ENQUIRY

ITEM DESCRIPTION

BMS Software, etc. (17 Items)

Bid / Quotation under SINGLE BID System (Technical Bid& Financial / Price Bid together) shall be submitted through e-mail (spo@ccmb.res.in / spodk@ccmb.res.in)

Stores & Purchase Officer

CSIR - Centre for Cellular & Molecular Biology(CCMB)

Uppal Road, Hyderabad – 500 007 (TELANGANA) INDIA

Ph:+91-40-271602681,2687 Fax: +91-40-27160310/ 311/591

E-mail- spodk@ccmb.res.in

/ spo@ccmb.res.in

Website: <http://www.ccmb.res.in>

CSIR - Centre for Cellular & Molecular Biology (CCMB)

Council of Scientific & Industrial Research (CSIR)
Uppal Road, Habshiguda, Hyderabad – 500 007
(TELANGANA) INDIA

Tender Enq. No.	4352/050520/1672/MISC	Date:	07/05/2020
Manufacturer/Supplier		Indian Office /Dealer/ Distributor	
M/s. Schneider		M/s. GEA Systems 12-13-256, Line No.10, Street No.14, Behind IICT, Taranaka, Secunderabad 50017	
E-mail		E-mail	sales@geasystems.in

INVITATION FOR BID / NIT

01 Director, CSIR-Centre for Cellular & Molecular Biology (CCMB), Uppal Road, Hyderabad 500007, Telangana, India invites Bid through email (spo@ccmb.res.in/ spodk@ccmb.res.in) manufacturer, their authorized distributor and Indian Agent of Foreign principals, if any, for purchase of items listed below:

S. No.	Name of Equipment	Qty.	File No.	Bid Type	EMD
1.	BMS Software, etc. (Item 1 to 17) Annexure-I at the end of this Tender Document	As per Annexure I	4352/050520/1672/MISC	SINGLE BID SYSTEM	NA

Critical Date Sheet

Publishing Date & Time	07/05/2020 (through e-mail)
Start of Submission of Bid	IMMEDIATE BY RETURN MAIL (SPO@CCMB.RES.IN / SPODK@CCMB.RES.IN)
Last Date & Time For Submission of Bid	NOT APPLICABLE- IMMEDIATE
Date / Time of Opening of Technical Bid cum PRICE BID (SINGLE BIDS SYSTEM)	NOT APPLICABLE
Mode of submission of Bid	Bid / Quotation should be submitted through e-mail (spo@ccmb.res.in/SPODK@CCMB.RES.IN) followed by hard copy of Quotation to be sent by Post addressed to Stores & Purchase Officer, CSIR-CCMB, Uppal Road, Hyderabad 500007, TS, INDIA

02 Bidder may obtain further information on this Tender from

STORES & PURCHASE OFFICER,
CSIR-CCMB, Habsiguda,
Uppal Road, Hyderabad - 500007, TELANGANA, India.
Tel # : 00 91 40 27192681
Fax #: 00 91 40 27160252
Email: spo@ccmb.res.in
Website: <http://www.ccmb.res.in>

A copy of the Tender Document is also available on CSIR-CCMB Website, <http://www.ccmb.res.in> for information.

03. The bidding document can also be downloaded from CSIR-CCMB website (www.ccmb.res.in) free of cost (**Not Applicable**).
04. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance.
05. IMPORTANTNOTE:
- i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) / OR ~~R&D CHEMICALS / SPECIALIZED CHEMICALS~~ THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.
 - ii. IF NO SAME/SIMILAR CONSUMABLES HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING 'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.
06. The Director, CSIR-CCMB, reserves the right to accept or reject the bid or accept the tender either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

Sd/-
(Dharmendra Kumar)
Stores & Purchase Officer
For and on behalf of CSIR

Terms & Conditions

1. **Price:** The Price shall be quoted in FOB value up to International Gateway Airport of the Shipping Country. The price should also include all charges up to the Board/Air Cargo. Please also indicate approximate packing and handling charges and freight and insurance charges for C.I.F., Hyderabad, India.
2. **Delivery Schedule:** The delivery period is the essence of the supply hence it must be indicated specifically in the quotation. Tentative size and weight of consignment may also be indicated in the quotation.
3. **Reasonability of Prices:**
 - a) Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
 - b) A certificate should be given to the effect that the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.
4. **Payment Terms:** 100% through Cheque / RTGS will be made after receipt and acceptance of materials in good working condition.
5. **PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.

In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period.

If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the CSIR-Centre for Cellular & Molecular Biology, Hyderabad shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

6. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:

In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter /copy of agreement from the principal manufacturer must be submitted with the quotation.

Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.

The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

7. **INDIAN AGENT'S COMMISSION, if any:** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included or excluded in the FOB Price. Moreover, they should have registered with DGSD, Parliament Street, New Delhi. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. Please note that the Agency Commission will not be admitted for payment unless the Indian Agents provide their DGSD Registration Number on their Agency Commission Bill. The role played by the Indian Agents in rendering assistance to your customers may also be specified, if possible. The enlistment for Indian Agents with DGS&D is mandatory. In case not registered, the Indian Agent shall immediately apply for DGS&D Enlistment and submit a copy of receipt with an undertaking that they already applied for it and their application has not been rejected as on date. Beyond 31st December, 2016, DGS&D Enlistment is mandatory.
8. **INTEGRATION, INSTALLATION & COMMISSIONING:** The complete installation, integration and commissioning of supplied items will be the sole responsibility of M/S QIAGEN INDIA PVT. LTD., NEW DELHI.
9. **TRAINING:**
 - (1) After successful installation and integration and commissioning of the supplied items, the supplier will give complete demonstration and on-site operational training to CCMB's users without any additional cost.
 - (2) Further, Maintenance and Service Training for two persons covering extensive repair and troubleshooting concept required for upkeep of the System shall also be provided within INDIA by M/S QIAGEN INDIA PVT. LTD., NEW DELHI..
10. **GUARANTEE/WARRANTY:** Please specify whether the material will carry warranty if so the period of warranty may be indicated.
11. **Country of Origin:** Please indicate Country of Origin and the country from which the material will be finally shipped.
12. **Validity Period:** Your offer should be valid for 90 days from the date of opening of quotations.
13. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires,

floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. 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.

14. DISPUTE SETTLEMENT: All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be HYDERABAD (INDIA).

15. Conditional tender will not be accepted.

16. This institute is registered with Department of Scientific & Industrial Research (DSIR) for the purpose of availing customs duty exemption in terms of Government Notification No.51/96-Customs dated 23rd July 1996 and Central Excise Exemption in terms of Government Notification No. 10/97-Central Excise dated 1st March 1997 as amended from time to time. This registration is valid till 31.08.2016.

Our Imports are subject to the Import Policy of Government of India (Actual User condition, Non-Industrial R&D Institutions).

The quotation should be addressed to the Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad-500007, Telangana, India.

**[Dharmendra Kumar]
Stores & Purchase Officer**

CHAPTER 7

Contract Form

ContractNo. _____ Date: _____

THIS CONTRACT AGREEMENT is made the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ *[insert complete name and address of Purchaser (hereinafter called “the Purchaser”)*), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) *[Add here any other document(s)]*

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may

become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**NOTE: SUBMISSION OF THIS CONTRACT AGREEMENT FORM SHALL BE MANDATORY FOR
THE PROCUREMENT CASES COSTING EQUAL TO OR MORE THAN RS.25.00
LAKHS**

PERFORMANCE SECURITY FORM
(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY (Not Applicable)

To,
.....

WHEREAS(name and address of the supplier)(hereinafter called “the supplier”) has undertaken, in pursuance of contract No.....dated.....to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with thecontract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures),and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

Note: 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.

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,
The Director,
CSIR-CCMB,
UPPAL Road,
Hyderabad - 500007.

Sir,

With reference to your Tender No. **4352/050520/1672/MISC** Dated **07.05.2020**, I/We hereby declare that we shall abide by the **“Code of Integrity for Public Procurement”** as mentioned under **Para 1.3.0 of ITB (under Annexure II)** of your Tender document and have no conflict of interest.

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

Format for declaration by the Bidder for Reasonability of
Prices(On the Letter Head of the Bidder)

Ref.No: _____

Date _____

To,
The Director,
CSIR-CCMB,
UPPAL Road,
Hyderabad - 500007.

Sir

With reference to your Tender No. 4352/050520/1672/MISC Dated 07.05.2020,
I/We hereby certify that the price/s offered vide our Quotation No. _____
Dated _____ is reasonable.

We further certify that the quoted prices are the **minimum** and we have not quoted
the same item/s on lesser rates than those being offered to CCMB, to any other
customers.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

ANNEXURE-I

LIST OF ITEMS

(Schneider Make BMS Software, etc. (Item 1 to 17))

SI No.	DESCRIPTION	MAKE	QTY.	UNIT
<u>1</u>	BMS Software	Schneider	<u>1</u>	<u>Set</u>
<u>2</u>	Master Controller for Support to BACnet, Modbus & Lonworks Protocol	Schneider	1	<u>Set</u>
<u>3</u>	Replace of Existing DDC Panel with New DDC Panel on buy back of Old Panel & Controllers	Schneider	1	<u>Set</u>
<u>4</u>	Workstation for Reports & Graphics; Intel Core i7, 8 Core Processor, 16GB RAM, 1TB HDD, Windows 2010 Pro, MS Office	Dell/ HP	1	<u>Set</u>
<u>5</u>	Duct Temp+RH Sensors	Dwyer / Schneider	2	Nos.
<u>6</u>	Duct Mounted Diff. Press. Switch	Dwyer / Schneider	15	Nos.
<u>7</u>	Duct Mount Diff.Press. Transmitter	Dwyer / Schneider	2	Nos.
<u>8.</u>	Valve Actuator	Belimo / Aira / Schneider / Honeywell	2	Nos.
<u>9.</u>	Immersion Temp Sensor	Dwyer / Schneider	2	Nos.
<u>10</u>	Duct Detector	System Sensor / Ravel / Schneider	2	Nos.
<u>11</u>	Room Diff. Press. Sensor with Display	Ace / Cybernetics / Radix / Ambientronics	1	Nos.
<u>12</u>	Room Temp & RH Sensor with Display	Cybernetics / Eqv	1	Nos.
<u>13</u>	2 Cr X 1 Sq.mm. Arm. Shielded Cable	Varsha / Polycab / Eqv.	500	Mtr
<u>14</u>	4 Cr x 1 Sq.mm. Arm. Shielded Cable	Varsha / Polycab / Eqv.	500	Mtr
<u>15</u>	Replacement of 2 Door Interlock System on buy back of Old	EPC / Eltech / Eqv	1	Set
<u>16</u>	Replacement of 3 Door Interlock System on buy back of Old	EPC / Eltech / Eqv	1	Set
<u>17</u>	Trouble Shooting, Testing & Commissioning for BMS, DIS And AS Built Document		1	Lot

1.3 Code of Integrity

1.3.1 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.

1.3.2 **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:

- i) **“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;
- ii) **“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;
- iii) **“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;
- iv) **“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;
- v) **“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
- vi) **“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;

1.3.3 **Obligations for Proactive disclosures**

- i) 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

- ii) 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;
- iii) 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. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

1.3.4 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:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) 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;
 - b) 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;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.