

**Tender No. ICAT/OT/PSL/MS Bars/2023-24/06**

**Proposal invited for Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths at ICAT Centre-II**

The Director, International Centre for Automotive Technology (ICAT), A division of National Automotive Board (NAB), Govt. of India, hereby invites sealed tender from experienced, reputed manufacturers for “**Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths in PSL lab at ICAT Centre-II** IMT Manesar, Gurugram (Haryana)” in segregated two bid system (Technical & Financial) as per following details:

<b>Name of Work</b>	<b>Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths in PSL at ICAT Centre-II</b>
<b>Location</b>	<b>Location - II</b> <b>Plot No. 01, Sector - 11, HSIIDC, IMT Manesar, Gurgaon 122050 (Haryana)</b>
<b>Earnest Money Deposit (EMD)</b>	<p><b>Rs. 68,000/- (Rupees Sixty Eight Thousand only)</b> in form of DD/NEFT/Bank Guarantee (format as per Form a of tender document)/Banker’s Cheque in favour of “International Centre for Automotive Technology”, payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch at Delhi/NCR of Indian Scheduled bank and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. &amp; e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).</p> <p style="text-align: center;">OR</p> <p>Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. <i>(The certificate should be valid for at least 6 months from the date of submission of</i></p>
<b>Product Details</b>	<b>As per Annexure-A</b>

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<b>Delivery Period</b>	20 weeks from the date of issue of Purchase Order however 10 ton of material shall be delivered within 4-6 weeks
<b>Address for Communication</b>	<b>The Director,</b> International Centre for Automotive Technology (ICAT), Plot No.# 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050, Phone:+91-124-4586-111, FAX:+91-124-2290005, Website: <a href="http://www.icat.in">www.icat.in</a> .
<b>Last Date of Receiving of queries on Tender Document</b>	12 <sup>th</sup> May 2023 (Up to 1700 Hrs.)at ICAT Office (via e-mail or hard copy)
<b>Pre Bid Meeting</b>	1500 Hrs. on 15 <sup>th</sup> May, 2023 at ICAT Centre - 1, Manesar, Gurugram, India.
<b>Last Date of submission of Sealed Bid</b>	24 <sup>th</sup> May, 2023 (Up to 1700 Hrs.) at ICAT Manesar, Gurugram, India.
<b>Opening of Sealed Bid</b>	1400 Hrs. on 25 <sup>th</sup> May, 2023 at ICAT Manesar, Gurugram, India.

Bidders to comply with :

1. Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020  
<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
2. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time  
<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

**ICAT Bank Details for NEFT (incase any bidder deposits the EMD of Rs. 68,000/- through NEFT)**

**HDFC Bank Details (Saving A/c for transactions in INR Only):-**

Beneficiary Name	International Centre for Automotive Technology
Bank Name	HDFC Bank Ltd.
Branch	Plot-K, Sector-2, Manesar-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079

**Note : Please send the NEFT details (if applicable) to [prem.purang@icat.in](mailto:prem.purang@icat.in) before submission of the bids.**

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**Specific Conditions of Contract**

1. Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed “Bid for **Tender No. ICAT/OT/PSL/MS Bars/2023-24/06** containing two separate sealed envelopes, as given below. The sealed bids should be submitted at ICAT, Manesar before the closure of bid submission date/time.
- 1.1. **Part 1: Technical Proposal for “Tender No. ICAT/OT/PSL/MS Bars/2023-24/06 (Complete Stamped and Signed Copy of Tender Document with Supporting Documents as per Minimum Eligibility Criteria).** Further, the Technical Bid must include a copy of the Financial Bid of the Bidder without any information on the prices. The purpose of this copy of the Financial Bid included in the Technical Bid is to ensure that Bidder has followed the format provided for the Financial Bid and has not included any additional terms and conditions as part of its Financial Bid. In case, any information on prices is included in technical bid, ICAT may disqualify the Bidder and reject its Bid.
- 1.2. **Part 2: Financial Proposal “Tender No. ICAT/OT/PSL/MS Bars/2023-24/06 (Annexure-C Financial Proposal)**

**Bid to be submitted in a sealed envelope latest by on 24<sup>th</sup> May, 2023 Up to 1700 Hrs. to**

**Purchase Department**

**International Centre for Automotive Technology**

**Plot No # 26, Sector-3, HSIIDC, IMT Manesar,**

**Gurugram,-122050**

**2. Earnest Money Deposit (Bid Security Amount):**

- 2.1 The Bids shall be accompanied by an **Earnest Money Deposit of INR 68,000/- (Rupees Sixty Eight Thousand only)** in the form of Demand Draft/NEFT/ Banker’s Cheque drawn in favour of “International Centre for Automotive Technology” payable at Gurgaon / Manesar. Alternatively, the Bids shall be accompanied with a Bank Guarantee issued by any branch at Delhi/NCR of Indian Scheduled bank of the said amount valid for a period of at least **180 days** from the last date of submission of Bids, as per “Form a – Earnest Money Deposit”. The above Bank Guarantee to be issued/endorsed by any branch of Delhi/NCR and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG. (To be enclosed along with the technical Bid).

OR

Firms who are registered with NSIC/Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the

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concerned Ministry or Department for the tendered item, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. *(The certificate should be valid for at least 6 months from the date of submission of bids)*

- 2.2 A Bid which is not accompanied by such Earnest Money Deposit will be construed as non compliant bid and should be rejected.
- 2.3 The Earnest Money Deposit of the Bidders will be returned without any interest after award of the Contract by ICAT to the successful Bidder.
- 2.4 EMD should be forfeited in favour of ICAT in case the Bidder :-
  - 2.4.1 without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions there to;
  - 2.4.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid;
  - 2.4.3 Fails to provide/furnish the Performance Bank Guarantee (if applicable) within stipulated period mentioned in the Letter of Acceptance;
  - 2.4.4 Does not reply to any queries that may be raised after opening of technical/financial bids.
  - 2.4.5 If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".
- 2.5 In case of the extension of the Bid validity period in the manner stated in **Clause 7**, the validity of the Earnest Money Deposit should be extended for a further period of **60** (sixty) days.

### 3. Minimum Eligibility Criteria

The bidder whose bid meets the following eligibility criteria would only be considered.

#### A. Legally Valid Entity:

The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company. A proof for supporting the legal validity of the Bidder shall be submitted.

#### B. Financial Capacity:

The bidder should have the average annual turnover of atleast **INR 30 Lakhs** during last three financial years (2020-21 & 2021-22 & 2022-23). Relevant proof for supporting the above shall be submitted.

#### C. Technical Capability:

- Experience of having successfully completed **2** similar project related to supply of

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MS bars during last **3 Financial Years** ending last day of month previous to the in which bids are invited.

A proof for supporting above points shall be submitted by the bidder.

**D. Supporting Documents for Minimum Eligibility Criteria:**

- In proof of having fully adhered to the minimum eligibility criteria at 3 (A), attested copy of certificates issued by the respective registrar of firms/companies and in case of proprietary firms, valid documents such as PAN, TAN, GST Registration etc. shall be acceptable to ICAT.
- In proof having fully adhered to the minimum eligibility criteria at 3 (B), attested copies of the audited balance sheet or any such valid documents, prepared and duly signed by chartered accountant, clearly indicating the turnover of the bidder acceptable to ICAT.
- In proof of having fully adhered to the minimum eligibility criteria at 3 (C), ICAT shall accept the attested completion certificates or Purchase/Work Orders issued by Govt. Depts/Autonomous Bodies/PSU/Reputed Private Firms (at the discretion of ICAT) only.

**E. Bidders to comply with**

1. Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020  
<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
2. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

**4. Site Visit**

4.1 The Bidders are advised to visit and examine the Site of Works and its surroundings, with prior notice to ICAT, at his/their cost and obtain for himself/ themselves on his/their own responsibility, all information that may be necessary for preparing the tender. The Bidder shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

**4.2 Address of the Site:**

**Project Site II: Plot No. 01, Sector - 11, HSIIDC, IMT Manesar, Gurgaon 122050 (Haryana)**

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### **5. Time Schedule for Completion of Works**

- 5.1 Time is the essence of the contract. The material is to be supplied within the stipulated time i.e. 20 weeks from the date of issue of Purchase Order however 10 ton of material shall be delivered within 4-6 weeks.
- 5.2 Time allowed for delivery of the material as mentioned in the tender documents shall be strictly observed by Bidder and it shall be reckoned from the date of issue of “Purchase/Work Order”.

### **6. Amendment to the Tender Document**

- 6.1 Addenda / Corrigenda to the Tender Document may be issued by ICAT prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document.
- 6.2 In order to afford prospective Bidders reasonable time for preparing their tenders after taking into account such amendments, ICAT may, at its discretion, extend the deadline for submission of tenders.
- 6.3 In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

### **7. Validity of Bids**

- 7.1 Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by ICAT as being non responsive. However, ICAT may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and ICAT reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- 7.2 If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 7.3 In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer. ICAT reserves right to finalise the technical scores by conducting such negotiations/seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical scores.

### **8. Liquidity Damages:**

In the event of any delay on part of the Supplier/Contractor to achieve delivery date/completion of the Works within the time lines as specified in the Purchase Order /



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Works Order, the Supplier/Contractor shall be liable to pay to ICAT a sum equal to 0.5% of the Contract Price for every week of delay, or part thereof, subject to the maximum of 10% of the Contract Price, for such default as liquidated damages, which the Supplier/Contractor agrees is not a penalty but a genuine pre-estimate of loss and damage likely to be suffered and incurred by ICAT for every day, or part thereof, that such delay subsists till the date of actual completion. ICAT may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier/Contractor.

### **9. Evaluation of bids:**

#### **9.1 Technical Bid Evaluation**

- 9.1.1 During the technical bid evaluation process, ICAT may ask clarifications to the bidder through E-mail/ Fax, for confirming and consolidating their technical offers.
- 9.1.2 All such clarifications are required to be answered by the bidder via E-mail/Fax, within the time specified by ICAT. The signed hard copies of the same need to be submitted to ICAT and shall be deemed to be the part of the tender documents.
- 9.1.3 All valid bids shall be evaluated based on criteria as specified in **Annexure-B (Technical Evaluation Parameters)**.
- 9.1.4 ICAT reserves the right to give preference to the local supplier/MSME/Startup as per prevailing govt notifications and as amended from time to time.

#### **9.2 Financial Bid Evaluation**

- 9.2.1 After evaluation of the technical bids and supplied sample (if applicable), the financial bids of only those bidders will be opened who are technically qualified. All valid financial bids shall be evaluated to arrive the successful bidder.
- 9.2.2 The comparison of the bids shall be on basis of total price (Inclusive of all taxes etc) quoted by the bidder. No comparison of individual item will be made the individual item charge is only for reference purpose of this office.

### **10. ICAT's Right to Accept Or Reject Any Or All Bidders**

ICAT reserves the right to accept or reject any bid, and to annul the tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ICAT's action. The Bidders shall not have any cause of action or claim against ICAT for rejection of their bids.

### **11. Notification of Award by Issuance of "Letter of Acceptance/Purchase Order"**

- 11.1 Prior to the expiry of the period of Bid validity prescribed, ICAT will issue to the Successful Bidder, the "Letter of Acceptance/Purchase Order" in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance/Purchase Order to

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- ICAT duly acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.
- 11.2 The Letter of Acceptance (if issued) shall constitute a part of the Contract.
- 11.3 After the confirmation to the successful bidder, ICAT will promptly notify all the Bidders and discharge/ return their Earnest Money Deposit as mentioned in para 2.3 of tender document.
- 11.4 No correspondence will be entertained by ICAT from the unsuccessful Bidders.

**12. Issuance of "Notice To Proceed" (if applicable)**

After the acceptance of the LoA/Purchase Order by the successful bidder, ICAT shall issue the 'Notice to proceed', to the contractor authorizing him to take possession of the project site along with relevant Technical inputs/GFC drawings etc., wherever applicable.

**13. Performance Bank Guarantee (Not applicable for this tender)**

- 13.1 The Successful Bidder shall execute a **Performance Bank Guarantee as per ICAT approved format, after completion of the works and before release of final payment against acceptance, from any branch in Delhi, NCR of Indian scheduled Bank**, for an amount equivalent to the **10%** of the contract value, which shall be kept valid for the entire period of warranty. The PBG shall be made in INR only. In case the successful bid is priced in a combination of INR and any one of the currency as above, the bidder shall submit the PBGs in two parts, of respective currency and amount or in a single currency, of cumulative amount, as mutually agreed by ICAT and the Successful bidder.
- 13.2 The Advance Bank Guarantee submitted against advance payment as per payment terms shall be valid till the receipt of material at ICAT. Advance shall be paid against submission of Advance Bank Guarantee of **110%** of the total advance value valid till the delivery period. Simple Interest of **10%** per annum shall be charges on advance payment by ICAT from the date of issue of advance payment.
- 13.3 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of Contract.
- 13.4 The above Bank Guarantee should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG.

**14. Inspection, Testing and Quality Control (Pre-Dispatch Inspection Not Applicable for this Tender:**

- 14.1 ICAT or its nominated representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- 14.2 ICAT reserved the right for stage inspection during manufacturing process, pre-despatch inspection or post-delivery inspection.
- 14.3 Stage Inspection : The supplier should submit report of major raw material as per relevant specification standards.



### **15. Process to be Confidential**

- 15.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract should not be disclosed to Bidders or other persons not officially concerned with such process.
- 15.2 Any effort by a Bidder to influence ICAT or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.
- 15.3 As part of his Technical Bid, the Bidder should be required to furnish an undertaking for confidentiality.

### **16. Payment Terms:**

- **30%** of the total contract price may be paid in advance against submission of Advance Bank Guarantee of **110%** of the total advance value valid till the delivery period. Simple Interest of **10%** per annum should be charged on advance payment by ICAT from the date of issue of advance payment.
- **70%** of the total contract price should be paid within fifteen [15] days from the receipt of material at site, in good condition.

**OR**

- In case, supplier will not take advance payment, **100%** of the total contract price should be paid within fifteen [15] days from the receipt of material at site, in good condition, subject to written affirmation provided by the initiating dept.
- All the other statutory deductions as applicable like TDS, Labour Cess Under GST, shall be applicable.
- No escalation will be paid even in extended period, if any.
- Transportation and Loading/Unloading charges should be under the scope of supplier.
- Price should be FOR ICAT Manesar Centre-2 (inclusive of GST, Packing, Forwarding, Loading, Unloading etc.)

### **17. Contractor Warranty/Guarantee Period (Not applicable for this tender):**

- Warranty should remain for a period of **12 Months (1 Year's)** from the date of Acceptance & commissioning of the complete setup by ICAT.
- If the supplier having been notified, failed to respond to take action to replace the defect(s) within 5 days from intimation, ICAT may proceed to take remedial action(s) as deemed fit.

### **18. Billing Instruction:**

All Bills and accompanying documents should be raised and submitted in original; as per the Payment Terms, and should be accompanied by original copies of Invoice/duly receipted certified Delivery Challan/ Work Progress or Completion Certificate/Valid E-way bill, as applicable. No payment should be released against any duplicate bills, work

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progress report or Completion Certificate or delivery challan or without valid e-way bill as applicable. All applicable taxes should be mentioned separately in the invoice.

### **19. Deviation to Tender Clauses**

Bidders are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional Bid are liable to be rejected.

### **20. Scope of Work: As per Technical Requirement (As Per Annexure A)**

- 20.1 The scope of Work should be as described under “**Annexure A - Scope of Supply**”.
- 20.2 The successful Bidder should perform, execute and implement the Works strictly in accordance with details and instructions of ICAT as per terms and conditions of the Contract.
- 20.3 The Work should be carried out strictly in compliance with the requirements of the authorities concerned and deviation on any account will not be permitted.
- 20.4 Subcontracting of any type is not allowed. Any subcontracting if utmost important and is required by the successful Bidder for performance, execution and implementation of the Works should be with the prior consent of ICAT.
- 20.5 The successful Bidder should make his own arrangement to obtain all materials required for performing, executing and implementing the Works.

### **21. Inspection and Completion of Works (Not Applicable)**

ICAT may nominate any person or employee as its Authorized Representative who should represent ICAT for the purposes specified under the provisions of this Purchase Order / Works Order. The Authorized Representative should have full power to inspect drawings of any portion of the Works, examine the materials and/or the workmanship of the Works at any point during the execution of the Works. Final inspection and acceptance of the Works should be carried out by Authorized Representative of ICAT after the same are intimated to have been completed by the Supplier / Contractor and should be conclusive except as regards latent defects, poor workmanship or gross mistakes and the warranty / defect liability obligations of the Supplier/Contractor. Pursuant to the final inspection, ICAT or its Authorized Representative, in his sole discretion would decide the completion of Works and issue a completion certificate [“Completion Certificate”].

### **22. Acceptance/Rejection of Tender**

- 22.1 ICAT does not bind itself to accept the lowest tender.
- 22.2 ICAT also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- 22.3 ICAT also reserves the absolute right to reject any or all the tenders at any time or solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of ICAT regarding the same shall be final and conclusive.

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### **23. Corrections:**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

### **24. Abnormal Rates:**

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specification and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specification for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless ICAT is convinced about the reasonableness of the unit rate scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything there in stated, the rates once accepted by the ICAT shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

### **25. Firm Rates:**

The rates quoted by bidder shall remain firm till delivery of full material even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

### **26. Language of Bid:**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English, Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authorized accurate translation of the relevant pages in English. For purpose of interpretation of the bid, the translation shall govern.

### **27. Costing of Bidding:**

Bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those cost, regardless of the conduct or outcome of the bidding process.

### **28. Fraudulent & Corrupt Practice**

28.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and included collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.

28.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

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**29. Lack of Information to Bidder:**

Bidder shall be deemed to have carefully examined all contract documents/this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder his responsibility to fulfill his obligation under the Contract. Also Bidder is required to make his own estimates regarding all cost associated with the Project, if required through site visits. The ICAT shall not entertain any disputes in this regard after the bids have been submitted. ICAT retains the right to ask for any missing information during the evaluation process.

**30. Clarification on Bidding Documents:**

Bidder can seek written clarification before the date of submission of tender, to the email address :[komal.kumar@icat.in](mailto:komal.kumar@icat.in), [akshat.gupta@icat.in](mailto:akshat.gupta@icat.in), [ashish@icat.in](mailto:ashish@icat.in) [prem.purang@icat.in](mailto:prem.purang@icat.in), [anuraj.p@icat.in](mailto:anuraj.p@icat.in).

The clarification shall be issued via e-mail to all the bidders by ICAT.

**31. Amendment of Bidding Documents:**

- 31.1 At any time prior to the deadline for submission of bids, ICAT for any reason, whether at its own initiative or in response to the clarification requested by prospective Bidders may modify the bidding documents by amendment.
- 31.2 All prospective Bidders may be notified of the amendment and such modifications will be binding on them. All the amendment related to this Tender shall be shared to you via e-mail.
- 31.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICAT, as its own discretion, may extend the deadline for the submission of bids.

**32. Contractor Obligations:**

If Bidder does not sign the Agreement (as applicable) or fails to furnish the Performance Bank Guarantee (as applicable) within the time limit prescribed by the ICAT, ICAT reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this contract.

**33. Compliance with Statutes and Statutory Declaration (if applicable):**

- 33.1 If the Supplier/Contractor intends to obtain the services of contract labour, it shall obtain requisite license under the Contract Labour (Regulation & Abolition) Act, 1970 and get the aforementioned license renewed from time to time as and when due from the appropriate authority and shall keep valid and produce the same when called upon to do so by ICAT.
- 33.2 The Supplier/Contractor shall alone be responsible for payment to the personnel engaged by it, including wages / salary / reimbursements and other statutory payments, including payments on account of employee state insurance, provident fund, gratuity and such other benefits as may be applicable to such personnel

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- from time to time.
- 33.3 The Supplier/Contractor shall, in respect of all labour employed by him comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, Workman's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labour (Regulations and Abolition) Act 1970, Employee's Provident Fund Act, and any other Act, Rules or Regulations for the labour as may be enacted by the Government, or any modification thereof, or any other law relating thereto and rules made there under from time to time, as may be applicable.
- 33.4 ICAT shall, on a report from the competent authority have the power to deduct from the monies due to the Supplier/Contractor any sum notified under the provisions of any of the above referred relevant Acts/rules.
- 33.5 The Supplier/Contractor shall, without limiting its obligations and responsibilities under the Purchase Order / Works Order, and at its own cost, insure and keep insured its personnel so engaged to do the Works against all liabilities for death or injury whatsoever, on account of any accident in the course of performing its obligations under the Purchase Order / Works Order or otherwise at all times. ICAT shall not be responsible and be held liable for any such death, injury or accident to the personnel engaged by the Supplier/Contractor. In the event ICAT is made liable to pay any damages or compensation in respect of such employees, the Supplier/Contractor hereby agrees to reimburse ICAT such damages or compensation, on demand from ICAT.
- 33.6 The Supplier/Contractor shall indemnify ICAT against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid.
- 33.7 Payment will be done against verified bills subject to availability of the following documents if applicable on awarded Purchase/Work Order:
- Labour license & BOCW license as per applicability of ACT.
  - ESIC registration along with payment challans of bill period.
  - PF registration along with payment challans of bill period.
  - CAR policy
  - WC policy
  - ICAT is not responsible for any delay in payment or nonpayment of bill or any amount deduction due to non availability of above documents. So contractor has to ensure to submit above documents along with all bills.

### General Terms & Conditions

1. This Tender Document (“Tender Document”) is being issued by International Centre for Automotive Technology, Manesar for the selection of a successful bidder for “Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths at ICAT Centre - II, IMT Manesar, Gurugram (Haryana)” (hereinafter collectively referred to as the “Works”).
2. The information contained in this Tender Document is being provided for the limited tendering purposes of enabling the suitable parties (“Bidders”) to submit a binding proposal (“Bid”) for performing, executing and implementing the Works and for no other purpose. In no circumstances shall ICAT, or its advisers, consultants, contractors, employees and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the selection procedure.
3. The possession of the Tender Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this Tender Document shall be construed as legal, financial or tax advice. ICAT will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.
5. Laws of the Republic of India are applicable to this Tender Document. The courts at Gurgaon shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
6. Each Bidder’s acceptance of delivery of this Tender Document constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this Tender Document, the recipient agrees that this Tender Document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
7. The bidder must sign on each and every page of this tender document for its acceptability and submit back with the bid document. The bidder must ensure to fill the data in Annexure-D as per instruction given thereunder and submit the same in the technical bid document.
7. **Amendment To Tender Document**
  - Addenda / Corrigenda to the Tender Document may be issued by ICAT prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document and ICAT at its discretion may or may not extend the deadline for submission of tenders
  - In case after issuance of addenda / corrigenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to



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modify it's Bid on the basis of the addenda / corrigenda and the addenda / corrigenda have been taken into account.

**8. Bid Evaluation:**

Bidders who qualify in the technical evaluation will be qualified for next part of evaluation i.e. financial part. The Lowest financial bid of the technically qualified bids shall be deemed as the successful bidder ("Successful Bidder"). However ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases.

**9. ICAT 's Right To Accept or Reject Any or All Bidders**

ICAT reserves the right to accept or reject any bid, and to annul the tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ICAT's action. The Bidders shall not have any cause of action or claim against ICAT for rejection of their bids.

**10. Force Majeure**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

**Force Majeure shall not include:**

- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-vendors or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

**Measures to be taken:**

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable

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measures to minimize the consequences of any event of Force Majeure.

- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
  - In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration.
- 11** In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer.
- 12.** Incomplete offer or non compliance to our requirements and terms will be summarily rejected.

**13. Suspension of Works**

ICAT reserves the right to suspend and re-instate the Execution of the whole or any part of the Works or the delivery of any Equipment, without invalidating the provisions of the Contract. The order for suspension or re-instatement shall be issued by the ICAT Representative to the Contractor in writing vides a suspension order and the same shall be binding on the Contractor. The Contractor shall during any suspension, properly protect and secure the Works and the goods and Equipments and shall not remove any goods or Equipments from the Project Site without the prior consent of the ICAT Representative and the Contractor shall take all reasonable measures to minimise the costs and losses of the suspension to ICAT. The Contractor shall undertake any necessary action instructed by the ICAT Representative to remedy the circumstances that led to the suspension and the Contractor shall notify the ICAT Representative immediately upon completing such action. Upon resumption of the Works, the Contractor shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension. The Time for Completion of the Works shall not be extended if the issue such a suspension order was due in any way to the act, default, omission or breach by the Contractor.

**14. Dispute Resolution Procedure**

**14.1 Amicable Resolution and Mediation**

- 14.1.1** Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of ICAT Representative and so notified in writing by either

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- Party to the other (the “Dispute”) shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in **Clause 14.1.2** below.
- 14.1.2 Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.
- 14.1.3 In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with **Clause 14.1.2** either Party may refer the Dispute to arbitration in accordance with **Clause 14.2**.

### **14.2 Arbitration Procedure**

Save where expressly stated to the contrary in the Contract, any Dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996 Act and in accordance with the UNICTRAL rules (the “Arbitration Rules”) by three arbitrators appointed in accordance with the Arbitration Rules.

### **14.3 Place of Arbitration**

The place of arbitration shall be Gurugram.

### **14.4 English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **14.5 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

### **14.6 Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

## **15. Termination**

### **15.1 Termination**

- 15.1.1 Subject to the other provisions of the Contract, ICAT shall have the right to serve a notice of termination of the Contract on the Contractor and forthwith terminate the Contract without prejudice to any of its other rights and remedies against the Contractor and without being liable to pay any loss or compensation if:
- (i) if any distress or execution is levied upon any of the assets of the Contractor;

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- (ii) at any time during the currency of the Contract there is a change in the effective control of the Contractor as at the date of the Contract;
- (iii) the Contractor fails to complete, test and commission the Contractor's Works/ Project Facility within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from ICAT in this regard.
- (iv) any of the following events occurs:
  - (a) the passing of a resolution by the shareholders of the Contractor for the winding up of the Contractor;
  - (b) the appointment of a liquidator in a proceeding for the winding up of the Contractor or the Contractor entering into a compromise with its creditors; or
  - (c) the making by the court of an order winding up the Contractor,
  - (d) The Contractor either:
    - (i) Appoints a subcontractor without the prior approval of ICAT, or terminates any of the Subcontractor; or
    - (ii) having terminated any of the Subcontracts with the consent of ICAT, appoints a replacement Sub-Contractor without the prior approval of ICAT.
  - (e) the Contractor without the consent of ICAT assigns or transfers all or any of its rights or obligations under the Contract;
  - (f) the Contractor repudiates the Contract or otherwise evidences an intention not to be bound by the Contract; or
  - (g) the expropriation, confiscation, compulsory acquisition of the Project Facility;
  - (h) as a result of Force Majeure, the Contractor is unable to proceed with the Works for a period of [90(ninety)] consecutive days or [180(One Hundred and Eighty)] days in a year (whichever is less);
  - (i) if the Contractor or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of ICAT Representative whose decision (without an obligation to give reasons therefor) in this regard will be final, is prejudicial to the interests or reputation of ICAT.
  - (j) the Contractor offers, gives or promises any payment directly or indirectly to any government, political party, or official thereof, or any candidate for political office, or to ICAT in order to influence any substantive decision of, or induce any party or person to use its influence to offset any substantive decision of any Relevant Authority or Statutory Authority or ICAT in regard to any aspect of the Contract;

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- (j) the Contractor makes any warranty or representation in or in accordance with the Contract which was materially incorrect when made so as to materially affect ICAT's interests; or
- (k) in the event that the Contractor's liability for Liquidated Damages reaches the cap on such damages as set out in Special Conditions of Contract and the Completion Certificate for the whole of the Works has not been issued; or
- (l) fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Security; or
- (v) the Contractor has, without valid reason and ICAT's consent, failed to commence the Works promptly, or fails to progress the Works regularly and/or diligently or
- (vi) the Contractor has failed to adhere to the Technical Conditions of Contract and in the reasonable estimation of the ICAT Representative, such failure is likely to mean that Completion of the Works is likely to be delayed beyond the relevant Time for Completion; or
- (vi) the Contractor's personnel is/are incompetent, have acted in a manner prejudicial to ICAT's best interest or have failed to comply with ICAT's health, safety, environment or other rules or regulations and procedures; or
- (viii) the Contractor has failed to achieve two Milestones consecutively.

**15.2 Termination Procedure**

- 15.2.1 A notice of termination given pursuant to this **Clause 15** (each a "Preliminary Termination Notice") shall specify in reasonable detail the circumstances giving rise to the Preliminary Termination Notice. If, within [21 (twenty one)] days following the service by ICAT of a Preliminary Termination Notice, the Contractor pays all sums which are due and payable to ICAT or remedies the breach to the satisfaction of ICAT existing as at the date of the Preliminary Termination Notice then such Preliminary Termination Notice shall be revoked and all existing rights of termination in favour of ICAT under the Contract shall terminate and the Contractor shall continue to perform its obligations under the Contract in a diligent and proper manner.
- 15.2.2 Within the period of [21 (twenty one)] days following the receipt of the Preliminary Termination Notice by the Contractor and unless the Parties shall have otherwise agreed or the circumstances giving rise to the Preliminary Termination Notice shall have ceased to exist or shall have not been remedied, ICAT may terminate the Contract by giving written notice (a "Termination Notice") to the Contractor and the Contract shall terminate on the date mentioned in the Termination Notice ("Termination Date").
- 15.2.3 The termination of the Contract by ICAT for reasons other than breach can be made by a written notice to the Contractor and nothing herein will obligate ICAT

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to terminate the Contract or be liable for any exercising its right of termination and ICAT may pursue all remedies available in law instead of termination.

**15.3 Upon Termination**

15.3.1 Upon Termination for any reason whatsoever, the Contractor shall to the extent instructed by the ICAT's Representative:

- (i) cease all further work as instructed by the ICAT's Representative in the Termination Notice and the Contractor shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already Executed and any work required to leave the Project Site and the Works in a clean and safe condition;
- (ii) remove all the Contractor's Equipment and temporary works;
- (iii) repatriate the Contractor's and Subcontractor's personnel from any part of the Project Site and the Works;
- (iv) deliver to ICAT the Works Executed by the Contractor as at the Termination Date;
- (v) ensure that it and those it is contractually or otherwise responsible for, vacate the Project Site;
- (vi) promptly and in an orderly manner deliver to ICAT all documents relating to the Works which are for the time being under the control of the Contractor;

15.3.2 Without prejudice to **Clause 15.3.1** upon Termination:

- (i) ICAT may enter the Project Site and the Works thereof and expel the Contractor therefrom and ICAT may complete the Works itself or by employing any third party;
- (ii) ICAT may, to the exclusion of any right of the Contractor over the same, take over and have free use, without payment to the Contractor, of any Contractor's Equipment and temporary works of which have been delivered to the Project Site for such period as the ICAT's Representative considers necessary for the Execution of the Works, without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same.
- (iii) ICAT may at any time sell any of the said Contractor's Equipment, temporary works and any unused materials and apply the proceeds of sale in or towards for satisfaction of any sums due or which may become due to it from the Contractor under the Contract; and
- (iv) ICAT shall have the power and authority to prohibit the Contractor and any person claiming through or under the Contractor from entering the Project Site.

**16. Miscellaneous**

**16.1 Assignment and Charges**

16.1.1 Subject to **Clauses 16.1**, neither Party shall assign the Contract or the rights, benefits nor obligations hereunder save and except with prior consent of the other Party.



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16.1.2 The Contractor shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Contract except with prior consent in writing of ICAT, which consent shall not be unreasonably withheld.

**16.2 Interest**

Any sum which becomes payable under any of the provisions of the Contract by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry the Default Interest Rate from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same.

**16.3 Governing Law and Jurisdiction**

The Contract shall be governed by the laws of India. In respect of all matters arising out of or relating to the Contract, the Courts at New Delhi, India shall have the jurisdiction to decide the matter.

**16.4 Waiver**

16.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Contract:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- (iii) shall not affect the validity or enforceability of the Contract in any manner.

16.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Contract.

**16.5 Survival**

Termination or expiry of the Contract (i) shall not relieve ICAT or the Contractor of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and (ii) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

**16.6 Amendments**

The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**16.7 Severability**

If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

**16.8 No Partnership**

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal to principal basis.

17. During working at site, some restrictions may be imposed by Site In-Charge/Security Staff of ICAT or Local Authorities regarding Safety and Security etc. The contractor shall be bound to follow all such restrictions/instructions & nothing extra shall be payable on this account.
18. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost and no claim on this account will be entertained.
19. No labour hutment shall be allowed in premises. All labourers should leave the site after day's work. The security & Watch Ward of site contractor materials/work etc. Shall be at his cost only.
20. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
21. In the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the ICAT reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this contract.
22. The contractor shall fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and ICAT has nothing to do with such happenings and in no way shall be held responsible for the same.

**Annexure A**

**Technical Specification and Scope of Supply**

**Tender Document No. ICAT/OT/PSL/MS BARS/2023-24/06**

**Proposal Invited for “Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths at ICAT Centre - II, Manesar, Gurugram (Haryana)”.**

**Annexure - A**  
**Detail Technical Specification**

**Scope of Work:** Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths in PSL at ICAT Centre - II, Manesar, Gurugram (Haryana)

**1. Technical Specifications:**

Detailed specifications of the equipment for which the bid is being submitted shall meet or be better than the following specifications.

**Scope of Work for Centre - 2:**

S. No.	Parameters	Specifications	
01	<b>Material Composition</b>	MS SAE 1010 bright bar	
02	<b>Length</b>	<b>Type</b>	<b>Qty Required</b>
		970 mm $\pm$ 0.5mm	6 Ton
		1030 mm $\pm$ 0.5mm	4 Ton
		1070 mm $\pm$ 0.5mm	4 Ton
		1170 mm $\pm$ 0.5mm	8 Ton
1670 mm $\pm$ 0.5mm	8 Ton		
03	<b>Diameter</b>	6mm $\pm$ 0.1 mm	

**Bidder shall provide the SAE 1010 bright bar certificate along with the material. Non compliance to this will lead to rejection of material.**

Bidders are advised to plan site visit before quoting and review all requirement in accordance to tender BOQ.

**Tender No. ICAT/OT/PSL/MS Bars/2023-24/06**

**2. General Requirement**

- The dimensions should be within the given tolerances.
- Material should be lightly oiled and packed in wooden crates (adequate strength for loading/unloading)

- **3. Warranty**

Not applicable for this scope of supply

**3. Manual**

Not applicable for this scope of supply

**4. Commissioning (Not applicable)**

Not applicable for this scope of supply

**5. Training**

Not applicable for this scope of supply

**Note:** Bidder must go through the technical details provided above carefully and inform ICAT in case on any missing item necessary required for operation. And offer the same additionally with proper justification.

**Annexure - B**  
**Technical Evaluation Parameters**

**1. Procedure**

- 1.1 Disqualification criteria shall be evaluated first.
- 1.2 The evaluation for eligibility shall be applicable after the bidders are qualified by applying disqualification criteria as mentioned under Clause no. 2 of Annexure C.
- 1.3 The Technical evaluation of only qualified bidders shall be undertaken

**2. Disqualifying Criteria**

Any Bid failing in demonstrating any of the following shall be directly rejected:

- 2.1 Ability to fulfil the basic scope, as mentioned in Annexure-A".
- 2.2 Capability of the Bidder Company/ Agency/Entity for undertaking the assignment, by
  - a) Demonstrating technical capability/ expertise in the field of scope as per tender.
  - b) Having the necessary financial strength in order to cope with the order.
  - c) Providing the necessary documents as per tender requirements.
- 2.3 Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified.
- 2.4 Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 2.5 Bidder not complying to the provision of
  - a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 [https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf](https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf))
  - b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

Additionally, ICAT could reject any Bid not fulfilling the essential parameters listed in the technical conditions of contract, should the supplier fail in justifying that the proposed solution is equivalent or better than the requested performance.



**Tender No. ICAT/OT/PSL/MS Bars/2023-24/06**

**3. Evaluation Parameters**

3.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%)** out of **100 Points**. The bidders must secure full marks in the technical evaluation against Sr. No. 3 of clause 1.2 of Evaluation Parameters. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.

3.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

-

SI. No.	Evaluation Parameter	Max. Marks
1.	The bidders capability in technical terms to undertake the assignment	20
2.	The bidders capability in financial terms to undertake the assignment	20
3.	Technical specification offered against the requirements spelt out in "Annexure - A"	60
<b>Total Technical Score (Tn)</b>		<b>100</b>

**In case of any technical query or site visit your feel free to contact:**

Contact Person: Mr. Komal Kumar

Contact No. : +91-9466573880, + (Mobile)

Email ID: [komal.kumar@icat.in](mailto:komal.kumar@icat.in)

**Annexure C**

**Financial Bid**

**Financial Bid for “Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths in PSL at ICAT Centre - II, Manesar, Gurugram (Haryana)”**

**Tender Reference No. “ICAT/OT/PSL/MS BARS/2023-24/06”**

**Annexure - C**

**Financial Bid for “Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths in PSL at ICAT Centre - II, Manesar, Gurugram (Haryana)”**

**Financial Bid**

Financial Bid					
Sr. No.	Scope of Work	Quantity	Units	Unit Price (INR)	Total Value (INR)
1	Supply of 30 ton of 6mm (Diameter) MS SAE 1010 bright bars of customized lengths	30	Tons		
2	Packing charges	Lumpsu m			
3	Freight, loading & unloading charges (inclusive of manpower for unloading at ICAT Site)	Lumpsu m			
Total Value (INR)					
GST%					
Grand Total Inclusive of GST (INR)					

**Tender No. ICAT/OT/PSL/MS Bars/2023-24/06**

**Annexure D**

{Format for *each* of the Declarations to be typed and filled on bidder's letter head separately and to be submitted in the technical bid document}

**DECLARATION -1**

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum local content (\_\_\_\_%) as defined in above orders against Tender/Enquiry No. \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

\_\_\_\_\_  
\_\_\_\_\_

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION-2**

(Declaration regarding compliance of Rule 144 (xi) of GFR 2017)

"I/We have read the clause regarding restrictions on procurement/sub-contracting from an entity/natural person/agent/consortium/Joint venture having beneficial ownership in countries which share land border with India. I/We certify that neither we are not from such a country nor having any beneficial ownership from such a country. If I/We from such a country or having beneficial ownership, are registered with the competent authority. I/We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Authorised Signatory

\* We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules and would be a ground for immediate termination and further legal action in accordance with law.

**Tender No. ICAT/OT/PSL/MS Bars/2023-24/06**

**Form a) Earnest Money Deposit**

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

International Centre for Automotive Technology  
Plot No. 26, Sector - 3, HSIIDC, IMT Manesar  
Gurgaon - 122050  
Haryana (India)

**Re:** Tender no.: ICAT/OT/PSL/MS Bars/2023-24/06

We hereby enclose Demand Draft No./Banker's Cheque No. \_\_\_\_\_, dated \_\_\_\_\_, for Indian Rupees \_\_\_\_\_ Only (to be filled in figures and words both), drawn on \_\_\_\_\_, in favour of "International Centre for Automotive Technology", payable at Manesar/Gurgaon, Haryana, India.

OR

We hereby enclose Earnest Money Deposit as Bank Guarantee (as per below below format) vide BG No. \_\_\_\_\_ for Rs. \_\_\_\_\_ [amount to be filled in figures and words both] issued by \_\_\_\_\_ [Name of the Bank], on \_\_\_\_\_ [Insert date of issue] valid up to \_\_\_\_\_.

**Name of Bidder**

**Signature of Authorised Representative**

[Note : The Demand Draft/Banker's Cheque/Bank Guarantee to be attached with this Form]

**Tender No. ICAT/OT/PSL/MS Bars/2023-24/06**

**EMD BANK GUARANTEE**

To,

The International Centre for Automotive Technology  
Plot No. 26, Sector - 3,  
IMT, Manesar,  
Gurgaon,

Dear Sirs,

**WHEREAS**

\_\_\_\_\_ (hereinafter called the "Bidder") has submitted their offer dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "Bid") against the buyer's request for Tender No. \_\_\_\_\_ KNOW ALL MEN by these presents that we \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound onto International Centre for Automotive Technology having its office at Plot No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the "Buyer") for the sum of Rs. \_\_\_\_\_ (\_\_\_\_\_) for which payment will and truly to be made to the said buyer, the bank binds itself, its successors and assigns by these presents.

The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the bidder merely on a demand from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the bank by the Owner shall be conclusive as regards the amount due and payable by the bank under this bank guarantee and the bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

The Guarantee will remain in force upto \_\_\_\_\_ after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (\_\_\_\_\_). This bank guarantee shall be valid upto \_\_\_\_\_ and we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

All claims under this guarantee will be payable at \_\_\_\_\_ . This guarantee will be returned to us as soon as the purpose for



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which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

AND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) to the bidder.

Now, We \_\_\_\_\_  
(hereinafter referred to as 'Bank') having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ hereby irrevocably agree and undertake as follows:

1. That the said bidder shall submit the bank guarantee of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) towards EMD.
2. That the said 'bidder' shall duly and faithfully carry out to your satisfaction its obligation under the said Tender failing which we hereby unconditionally and irrevocably guarantee to pay to you without reference to the said 'bidder' and without any demur, merely on demand from you stating that the amount claimed is due, all or any sums of monies upto a maximum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only). Any such demand made on us by you shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only).
3. We, the Bank, further agree that we shall accept the correctness of any claim that may be made by you without raising any objection of whatsoever nature irrespective of any dispute or difference between the 'bidder' and you and the statement so submitted by you shall be binding and conclusive on us. We hereby further unconditionally and irrevocably guarantee that the amount hereby guaranteed shall become due and payable on your serving us with a notice requiring of the said amount and the said notice shall be deemed to have been serviced on us if delivered by personal delivery or any other mode (i.e. Courier/Post/Fax/E-mail etc) and the payment under this guarantee shall be made by us within three days from the date of receipt of such notice, without reference to 'bidder'.
4. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken against EMD or till you certify that the terms and conditions of the said Tender have been fully and properly carried out by the bidder and accordingly discharge the guarantee, whichever is earlier. Unless, the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank, hereby agree that the decision of ICAT as to whether the bidder has failed to or neglected to perform or discharge his duties and obligations under the said tender shall be final and binding on the Bank.
6. We, the Bank, further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any

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extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.
8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute is arisen in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). This guarantee shall remain valid till \_\_\_\_\_ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

**Details of the Bank Official :**

Name of the Bank Official:

Address of the Bank :

Contact No. :

Fax No.

E-mail ID :

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank