

**eNotice Inviting Tender (NIT)**

The Director (Officiating), International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites sealed bid for **“Lease of Multifunction Printer under Manage Print Services for ICAT Centre – 1 & 2, Manesar (Haryana)”** as per following details:

**Tender Activity Schedule**

|                                    |   |
|------------------------------------|---|
| <b>Product/Service Requirement</b> | <b>Lease of Multifunction Printer Under Manage Print Services for ICAT Centre – 1 &amp; 2, Manesar (Haryana)</b>  |
| <b>Scope of Work/Services</b>      | <b>As per enclosed “Annexure A”</b>   |
| <b>Eligibility Criteria</b>        | <p><b>Eligibility Criteria:</b> The bidder whose bid meet the following eligibility criteria would only be considered:</p> <ul style="list-style-type: none"> <li>• The Bidder must be a company registered in India under companies Act 1956 or Partnership Act 1932 and should have been in operation for a period of at least 3 Years as on tender published date (Trusts and Societies are not eligible to bid for this project)</li> <li>• The Bidder shall be an Original Equipment Manufacturer (OEM) of the items or an Agency Authorized by OEM.</li> <li>• Compliance Sheet (Bidder must upload Technical Specification Compliance Sheet as Per Tender Document).</li> <li>• Escalation Matrix for Service Support (Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support).</li> <li>• Availability of Service Centers: Bidder/OEM must have a functional Service Centre in Delhi/NCR for carry-in warranty (Bidders must provide the location of services centers).</li> <li>• The OEM/Authorized by OEM (Bidder) should not be declared blacklisted/ineligible/debarred by any Government or Private Organization or as been found to have been engaged in activities or practice which are corrupt, fraudulent, non-satisfactory work performed or any other unethical business practices, as on date of bid submission.</li> <li>• If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will liable to be rejected summarily.</li> </ul> |

|   |   |
|---|---|
| <b>Evaluation Criteria</b>  | <b>It is mandatory for the bidder to comply with the complete technical requirement and Eligibility Criteria given in the bid document. In the event the bidder does not comply with the technical requirement, he shall be disqualified and any deviation proposed on technical requirement from the bidder end will not be considered at all. Disqualified bidders will not be eligible to make any claim. Those bidders who meet our technical requirements will be moved forward for financial evaluation. The order would be awarded to the L1 bidder among the technically qualified bidders.</b> |
| <b>Payment Terms</b>  | At the end of month, the successful bidder/contractor shall submit the bill for each machine separately giving the proof of photocopies/prints taken from respective MFD's. The payment shall be released within 30 working days from the receipt of bill after deducting penalty, if any. The payment shall be released through NEFT/RTGS/Cheque.  |
| <b>Contract Period</b>  | <b>60 Months (5 Year's) from the date of Contract</b>   |
| <b>Liquidity Damages</b>  | <b>0.5% of the final Contract Price Per Week</b> beyond the completion date up to a maximum of <b>10% of the total contract price.</b>  |
| <b>Penalty Clause</b>   | The complaint of the photocopier machine shall be attend and repaired on same day maximum within 2 days from the lodge of complaint, failing which, the contractor is liable to pay damage charges @ INR 100/- Per Day Subject to Maximum of INR 1,000/-  |
| <b>Price Validity</b>   | <b>60 Months</b>  |
| <b>Project Site</b>   | <b>ICAT Centre – 1 &amp; 2</b>  |
| <b>Billing Address</b>  | <b>International Centre For Automotive Technology)<br/>Plot No. 26, Sector – 3, Near HSIIDC,<br/>IMT Manesar, Gurgaon 122050<br/>GST No. 06AABAN9435G2ZI</b>  |
| <b>Last Date of submission of Sealed Techno-Commercial Bid</b>  | <b>Up to 1700 Hrs. on 24<sup>th</sup> January' 2024, at ICAT Centre – 1, Manesar, Gurgaon, India.</b>   |
| <ul style="list-style-type: none"> <li>Bidders to comply with Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020<br/><a href="https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf">https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf</a></li> <li><b>Preference to Make in India:</b> As per the revised order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. The purchaser reserves the right to give preference to the local supplier.<br/><a href="https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf">https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</a></li> </ul> |   |

Sealed Envelope should be marked with Tender for **“Lease of Multifunction Printer Under Manage Print Services for ICAT Centre – 1 & 2, Manesar (Haryana)”**

Interested suppliers/service providers who meet our requirements should submit no regret techno commercial proposal along with all supporting documents in a **sealed envelope latest by 24<sup>th</sup> January’ 2024 by 17:00 Hrs.** at below given address

**To,  
The Purchase Department,  
International Centre For Automotive Technology  
Plot N. 26, Sector-3, HSIIDC, IMT Manesar  
Gurgaon 122050 (Haryana)  
Contact No. +91-9971150821**

**Note: ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.**

**Annexure A**

**Technical Specification of the Lease Printers and Scope of Work (SLA)**

**The bidder is expected to provide OEM Support for the Printers. In this respect following is expected from the bidder.**

- As per defined SOW.
- Bidder along with associated OEM should commit to provide all necessary resources and expertise to resolve any carry our required changes, optimizations and modification so that complete system as a whole is operational to the satisfaction of ICAT.

**Technical Specification & Scope of Services/Work:**

- Technical Specification of Printers:

| <b>Specification</b>                     | <b>Configuration MONO Printer</b>                                   |
|--|---|
| <b>Print Speed A4 Mono</b>               | 26 PPM  |
| <b>Toner Technology</b>                  | Separate Drum & Toner Dual Component: Polymerized Toner, Simitri HD |
| <b>Type of Machine</b>                   | Monochrome Copier, Multifunctional                                  |
| <b>Print Technology</b>                  | Laser   |
| <b>System Memory (RAM) Minimum</b>       | 4-GB RAM  |
| <b>System Hard Disk Minimum</b>          | 8 GB Micro SSD  |
| <b>Standard System Storage Type</b>      | Solid State Drive (SSD)   |
| <b>Document Feeder</b>                   | Yes, ADF  |
| <b>Document Feeder Capacity</b>          | Minimum 150 Originals A4  |
| <b>Printable Paper Weight</b>            | 60-256 GSM  |
| <b>First Copy Time</b>                   | 6.8 Sec Or Less Mono Or Color                                       |
| <b>Warm-Up Time</b>                      | 20 Sec Or Less  |
| <b>Paper Capacity (Inclusive Bypass)</b> | 500*2 + 100 Pages by Pass (Total 1100 Pages)                        |
| <b>Copy Resolution</b>                   | 600 X 600 DPI   |
| <b>Automatic Duplexing</b>               | Yes, Auto (1:2, 2:2, 2:1), A5-SRA3/60-256 GSM                       |
| <b>Panel Size</b>                        | 7" Touch Panel  |
| <b>Scan Speed</b>                        | 26 Page   |
| <b>ADF Capacity</b>                      | Up to 130 Pages   |
| <b>Power Consumption</b>                 | 220v-240v   |
| <b>Paper Tray</b>                        | A4, A3, bypass total 3 Nos. Tray                                    |
| <b>Printer Trolley</b>                   | 1 Nos.  |

- The selected bidder needs to check with OEM regarding the state of support renewals and enter into back to back OEM support. Reinstatement charges, if any, have to be borne by the bidder.

**ICAT Managed print services solution 4 Mono Multi-function printers.**

- **ICAT reserves the right to either increase or decrease the quantity of Printers at any time.**

- **All new printer should be supply by OEM / Bidder as per mentioned requirement/specification**
- All A4 printers required with minimum 26 PPM Network Printing, Color Scanning, Scan to Mail, Scan to Folder, Scan to PDF, 1 A4 paper tray, 1 A3 paper tray, 1 bypass tray, printer trolley, password restriction option in color printer for copy & printing. Automatic mail floating by printer in case of toner requirement & breakdown.
- The bidder has to supply all consumable (except paper & power) & parts of printer supplied in same agreement.
- **One Extra toner should be available in advance at ICAT Office**
- A3 size print will be charge at the rate of two impression of A4.
- Installation of product in different computer, support services, supplies services, service portal, remote monitoring.
- Bidder should ensure that Renewal of OEM support should be done within 5 working days from issue of Purchase Order (Contract Award Document).
- Selected bidder along with OEM has to assess and certify ICAT IT Infrastructure to ensure compliance at the start of contract. Necessary support required to configure/reconfigure the IT Infrastructure as per the entitlement should be provided to comply with agreement. Whenever required, selected Bidder's/OEM's engineer has to report onsite to ensure functionality of printer and appropriate configuration of component software.
- Selected bidder and OEM have to work closely with ICAT IT team and provide necessary support for fault diagnosis and/or rectification.
- Selected bidder along with OEM has to follow response time of 4 Hrs. and Resolution Time of 48 Hrs. for fault rectification.
- In case problem is not resolved or part not available within 48 Hrs. OEM/supplier has to provide standby printer within 96 hrs.
- **All the expenditure on repair, cost of toner, cartridge and maintenance of the photocopier machine will be borne by the contractor.**
- **In case photocopier machine is to be taken out for repairs to the Contractor's workshop a stand by machine of same/higher configuration will be provided by the agency at the same place.**
- **The complaint of the photocopier machine shall be attend and repaired on same day maximum within 2 days from the lodge of complaint, failing which, the contractor is liable to pay damage charges @ INR 100/- Per Day Subject to Maximum of INR 1,000/-**
- **Project Site:**  
ICAT Centre – 1, Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurgaon 122050 (Haryana)  
ICAT Centre – 2, Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Haryana 122050 (Haryana)

**Monthly Consumption (Per Printer)**

- Monthly Cumulative Consumption of per Mono printer A4 is **2500 Prints** (Quantity Variation is +/- 10%).

**Contact Person: Mr. Vikram Wadhwa – IT Department**

**Contact No. : +91-9313054390**

**Email ID: [vikram.wadhwa@icat.in](mailto:vikram.wadhwa@icat.in)**

## **Annexure B**

### **General Terms & Conditions**

#### **Payment Terms:**

At the end of month, the successful bidder/contractor shall submit the bill for each machine separately giving the proof of photocopies/prints taken from respective MFD's. The payment shall be released within 30 working days from the receipt of bill after deducting penalty, if any. The payment shall be released through NEFT/RTGS/Cheque.

#### **Delivery and Installation Period**

Maximum Four (4) Weeks from the date of Order. The installation report should be signed by the bidder engineer jointly with authorized ICAT personnel/representative. The MFD (Scanner/Photocopier/Printer) are to be delivered and installed at offices of "ICAT". The successful bidder will have to adhere to the delivery schedule strictly.

#### **Service/Maintenance of MFDs during the contract period:**

Service/Maintenance in respect of MFDs shall cover all spare parts, consumables including Toner, Developer, Drum etc., labor and software. All MFDs are to be repaired as and when required basis.

#### **The Maintenance Jos will include the following:**

- Serviceability of MFDs at 100% satisfaction level.
- Maintenance of MFDs include periodic servicing/cleaning, repair of all minor and major components and whenever necessary replacement of parts without any additional cost.

#### **Training:**

- The Bidder shall provide training for installation, maintenance to operative staff of ICAT free of cost, as and when required at the premises of ICAT.
- ICAT shall specify in his supply order the number of trainees, quantum of proposed training, pre-training qualifications required.
- The bidder shall provide all training, material and documents at his own cost.

#### **Contract Period: 60 Months from contract date.**

**Price Validity:** Rates are valid for 60 Months from contract date.

**Negotiations:** ICAT reserves the right to negotiate, if needed, with the L1 bidder to reach agreement on all points and signing of contract.

#### **Termination by Default:**

- ICAT reserves the right to terminate the contract as its discretion at any time without assigning any reason, thereof.
- ICAT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to bidder, terminate the Contract in whole or part:
  1. If the bidder fails to provide services within the period specified in the contract or any extension thereof granted by the ICAT.
  2. If the bidder fails to perform any other obligations under the contract.

**Force Majeure:** If, at any time, during the continuance of the agreement, the performance in whole or in any part by either part of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the order in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable after such eventuality has come to an end.

**Liquidity Damages:** If the seller fails to delivery any or all the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, ICAT will be entitled to deduct/recover the liquidity damages for the delay, unless covered under Force Majeure conditions aforesaid, @0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

**Assignment:**

The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with purchaser's prior written consent.

**Subcontracts:**

The supplier shall not subcontract this contract in whole or in part.

**Applicable Law:**

The law shall be interpreted in accordance with appropriate Indian Laws.

**Arbitration/Dispute Resolution:**

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the arbitration in accordance with Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual consent. The venue of the arbitration shall be Delhi/NCR and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties.

**Jurisdiction:**

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof of the construction and/or interpretation thereof shall that of the appropriate court in Delhi/NCR. The jurisdiction of any other court in place other that Delhi/NCR is specifically excluded.

**Confidentiality of the Document:**

This tender document is confidential and ICAT shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

**Confidentiality:**

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by ICAT. ICAT shall further have the right to regulate vendor staff. The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of vendor and its services support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to termination of the contract and no lease rent for the remaining period will be paid.

**International Centre for Automotive Technology (ICAT)**

Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India

Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: [purchase@icat.in](mailto:purchase@icat.in),

Website [www.icat.in](http://www.icat.in)

### Annexure – C

#### Technical Eligibility Criteria

Only those interested bidders who satisfy the following eligibility criterial should respond to this Tender. Bidders shall submit proper documentary proof mandatorily, for each of the clause.

| SI No. | Clause  | Documentary Proof  |
|--------|---|--|
| 1.     | The Bidder shall be an Original Equipment Manufacturer (OEM) of the items or an Agency Authorized by OEM.   | Authorization Letter form OEM Mentioning the Tender ID/NIT No.   |
| 2.     | The Bidder must be a company registered in India under companies Act 1956 or Partnership Act 1932 and should gave been in operation for a period of at least 3 Years as on tender published date (Trusts and Societies are not eligible to bid for this project)  | Certification of Incorporation/Company Registration Certificate. Valid GST Registration Certificate & PAN Card |
| 3.     | Compliance Sheet  | Bidder must upload Technical Specification Compliance Sheet as Per Tender Document                             |
| 4.     | The OEM/Authorized by OEM (Bidder) should not be declared blacklisted/ineligible/debarred by any Government or Private Organization or as been found to have been engaged in activities or practice which are corrupt, fraudulent, non-satisfactory work performed or any other unethical business practices, as on date of bid submission. | Self-Declaration from the Bidder as per Annexure – C form Authorized Signatory of the Firm.                    |
| 5.     | Escalation Matrix for Service Support   | Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.                            |
| 6.     | Availability of Service Centers: Bidder/OEM must have a functional Service Centre in Delhi/NCR for carry-in warranty.   | Bidders must provide the location of services centers.   |

#### Note:

- ICAT, Manesar reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
- ICAT, Manesar reserves the right to seek clarifications if any, regarding the documents submitted or any information furnished by the bidder.
- In the absence of the any supporting documents stated above, the bid will be rejected.

#### **International Centre for Automotive Technology (ICAT)**

Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India

Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: [purchase@icat.in](mailto:purchase@icat.in),

Website [www.icat.in](http://www.icat.in)



**Annexure-D**

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

**DECLARATION-1**

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, 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.]”

Authorized 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.

**Annexure E**

**Undertaking Regarding Blacklisting/Non-Debrment**

(Format of Undertaking, to be furnished in Company Letter Head With Regard to Blacklisting/Non-Debarment, By Organization)

To,  
Director ICAT,  
International Centre For Automotive Technology  
Plot No. 26, Sector – 3, Near HSIIDC Office  
IMT Manesar, Gurgaon 122051 (Haryana – India)

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 3 Years.

For.....

Authorised Signatory

Date:

**Annexure F**  
**Checklist (Information/Documents to be submitted along with the Bid)**

|           |  |  |
|-----------|--|--|
| <b>1</b>  | <b>Name of the Bidder</b>  |  |
| <b>2</b>  | <b>Address of the Bidder</b>   |  |
| <b>3</b>  | <b>Contact Details of the Bidder</b>   |  |
|           | <b>Telephone No. With STD Code</b>   |  |
|           | <b>Fax No.</b>   |  |
|           | <b>Moble No.</b>   |  |
|           | <b>E-mail ID</b>   |  |
|           | <b>Website, if any</b>   |  |
| <b>4</b>  | <b>Name of Proprietor/Partners/Directors of Firm/Agency</b>  |  |
| <b>5</b>  | <b>Bidder Bank Details:</b>  |  |
|           | <b>Name of Account Holder</b>  |  |
|           | <b>Complete A/c No. (Current/Savings)</b>  |  |
|           | <b>Name of Bank</b>  |  |
|           | <b>Name of the Branch with Complete Address</b>  |  |
|           | <b>IFS Code of the Branch</b>  |  |
|           | <b>9 Digit MICR Code of the Branch</b>   |  |
| <b>6</b>  | <b>Registration and Incorporation Particulars of the bidder indicating legal status such as Company, partnership/proprietorship concern, etc (Please attached copies of the relevant documents/certificates)</b> |  |
| <b>7</b>  | <b>GST Registration Details</b>  |  |
| <b>8</b>  | <b>Copies of Permanent Income Tax Number (PAN)/Income Tax Circle</b>   |  |
| <b>9</b>  | <b>Original Copy of Authorisation From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item.</b>                                      |  |
| <b>10</b> | <b>Declaration regarding blacklisting or otherwise by the government departments as given in "Annexure E"</b>  |  |
| <b>11</b> | <b>Any other information document: Please specify</b>  |  |

**Annexure G  
Declaration In Respect of Conflict of Interest**

**Tender No. ICAT/T/IT/POL/2023-24/127**

**Tender Detail: Lease of Multifunction Printer under Manage Print Services for ICAT Centre – 1 & 2, Manesar (Haryana)**

| Sr. No. | Particulars  |  |                          |
|---------|--|--|--------------------------|
| 1       | Name of Firm   |  |                          |
| 2       | Office Address<br>Phone No.<br>Fax No. Email<br>ID   |  |                          |
| 3       | Works Address as per Vendor<br>Registration Phone No.<br>Fax No. Email<br>ID   |  |                          |
| 4       | Type of Firm   | Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm<br><i>(Tick whichever is applicable)</i> |                          |
| 5       | CIN / LLPIN of Firm  |  |                          |
| 6       | GST No. of Firm  |  |                          |
| 7       | <b>Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)</b> |  |                          |
|         | Full Name  | DIN  | Full Residential Address |
|         |  |  |                          |
|         |  |  |                          |
|         |  |  |                          |
|         |  |  |                          |
|         |  |  |                          |

The details of Legal Representative / Agent of the Bidder Firm are as under:

|  |  |
|--|--|
| Full Name of Legal Representative / Agent  |  |
| Whether employee of Bidder-Firm or not? (Yes/No)   |  |
| Designation  |  |
| Office Address   |  |
| Office Land-Line Nos.  |  |
| Mobile No.   |  |
| Email ID   |  |
| Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names. |  |

**WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word “relative” is defined as under:

*The Companies Act, 2013 Sec 2(77) “relative”, with reference to any person, means anyone who is related to another, if—*

- (1) *they are members of a Hindu Undivided Family;*
- (2) *they are husband and wife; or*
- (3) *A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-*
  - a. *Father including step-father,*
  - b. *Mother including step-mother,*
  - c. *Son including step-son,*
  - d. *Son’s wife,*
  - e. *Daughter,*
  - f. *Daughter’s husband,*
  - g. *Brother including step-brother,*
  - h. *Sister including step-sister.*

**WE FURTHER DECLARE THAT** we have carefully read and understood the clause relating to ‘Conflict of Interest’ of Tender No. \_\_\_\_\_. The detailed Clause is as under:

“A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) *they have proprietor/ partner(s)/ Director(s) in common; or*
- b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) *they have the same legal representative/ agent for purposes of this bid; or*
- d) *they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*

- e) *bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
- f) *in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
  - 1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
  - 2. *Indian/ foreign agent on behalf of only one principal.**
- g) *a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) *In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.”*

We hereby certify that our Firm M/s. \_\_\_\_\_ do not have any conflict of interest with other bidders for this tender.

We hereby declare and confirm that the above information and particulars are true and correct.

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

**Annexure H**

**Financial Bid For Lease of Multifunction Printers user Manage Print Services for ICAT Centre 1 & 2, Manesar (Haryana)**

| SI No.                 | Product Description  | Quantity | Unit   | Unit Rate (INR)     | Amount (INR)        |
|------------------------|--|----------|--------|---------------------|---------------------|
| 1                      | Monthly Rent Charges for Single Multifunction Printer Under Manage Print Services for ICAT Centre - 1 & 2, Manesar | 12       | Months |                     |                     |
| 2                      | A4 Per Print Charges (Mono)  | 1        | Print  |                     |                     |
| 3                      | Freight Charges (Inclusive of Packing, Forwarding, Loading and Unloading of Printers Up to ICAT Site)              | 1        | L/S    | FOC Up to ICAT Site | FOC Up to ICAT Site |
| <b>Applicable GST%</b> |  |          |        |                     |                     |

**Note: Price of 1 No. Copy of A3 Size = Price of 2 Nos. of A4 Size Has Been Considered.**