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			 Print

<b>Organisation Chain :</b>	Department of Heavy Industry  International Centre for Automotive Technology (ICAT)
<b>Tender ID :</b>	2024_DHI_748304_1
<b>Tender Ref No :</b>	ICAT/T/VEL/HGCV/2023-24/180
<b>Tender Title :</b>	Hiring of Vintage Goods Carrier Vehicle Without Driver
<b>Corrigendum Type :</b>	Date

### Corrigendum:1

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Extension of Bid Submission Time Line	Last date for submission of bid has been extended up to 5 April 2024 by 1700 Hrs tender for Hiring of Vintage Goods Carrier Vehicle Without Driver for Testing In Cab Noise and Vibration Measurement at ICAT Centre 2 Manesar	21-Mar-2024 04:42 PM	Corrigendum I (180-202324).pdf	762.02

### Critical Dates

<b>Publish Date</b>	01-Mar-2024 03:00 PM	<b>Bid Opening Date</b>	09-Apr-2024 02:00 PM
<b>Document Download/Sale Start Date</b>	01-Mar-2024 04:00 PM	<b>Document Download/Sale End Date</b>	05-Apr-2024 05:00 PM
<b>Clarification Start Date</b>	02-Mar-2024 09:00 AM	<b>Clarification End Date</b>	19-Mar-2024 05:00 PM
<b>Bid Submission Start Date</b>	04-Mar-2024 09:00 AM	<b>Bid Submission End Date</b>	05-Apr-2024 05:00 PM

### Details Before Corrigendum

#### Critical Dates

<b>Publish Date</b>	01-Mar-2024 03:00 PM	<b>Bid Opening Date</b>	22-Mar-2024 02:00 PM
<b>Document Download/Sale Start Date</b>	01-Mar-2024 04:00 PM	<b>Document Download/Sale End Date</b>	21-Mar-2024 05:00 PM
<b>Clarification Start Date</b>	02-Mar-2024 09:00 AM	<b>Clarification End Date</b>	19-Mar-2024 05:00 PM
<b>Bid Submission Start Date</b>	04-Mar-2024 09:00 AM	<b>Bid Submission End Date</b>	21-Mar-2024 05:00 PM



**Dated: 21<sup>st</sup> March' 2024**

**Corrigendum - I**

**Subject: Proposal for "Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration Measurement at ICAT Centre - 2, Manesar (Haryana)"**

With reference to the NIT/Tender Document No. ICAT/T/VEL/HGCV/2023-24/180 (CPP Tender ID: 2024\_DHI\_748304\_1, Dated: 1<sup>st</sup> March' 2024) on the subject tender, please find below corrigendum for the same. Bidders are requested to submit the bids accordingly.

It is mandatory for the bidder to accept, duly sign and submit the Corrigendum Document along with Bid Documents.

**(Modification/Revisions)**

1. The last date for submission of bid has been extended till 5<sup>th</sup> April' 2024 by 17:00 Hrs.

Rest all other terms and conditions will remain the same.

**eNotice Inviting Tender (NIT)**

NIT No.: ICAT/T/VEL/HGCV/2023-24/180  
Manesar, 1<sup>st</sup> March' 2023

The Director, International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites sealed bid for "Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration measurement at ICAT Centre - 2, Manesar (Haryana)" as per following details:

**Table-1: Tender Activity Schedule**

<b>Job Description</b>	<b>Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration Measurement at ICAT Centre - 2, Manesar (Haryana)</b>
<b>Scope of Work/Services</b>	<b>As Per Annexure "A"</b>
<b>Eligibility Criteria</b>	<b>As Per Annexure "B"</b>
<b>Payment Terms</b>	<b>As Per Para 12 of General Terms &amp; Conditions of Annexure "C"</b>
<b>Delivery/Completion Period</b>	An expected completion timeline will be provided by the user department (VEL), and the shortlisted agency must complete the entire activity according to the timeline provided by the user department.
<b>Contract Period</b>	Goods Carrier Vehicle will be hired for a tentative period of <b>75 days</b> . The actual hiring period will be calculated from the date of receipt of the Goods Carrier Vehicle on ICAT premises until the completion of testing activities. The contract will begin on the date the Goods Carrier Vehicle is received at ICAT premises and will continue until testing is completed. Payment will be released based on the actual testing period.
<b>Delivery Terms</b>	<b>FOR Up to ICAT Centre - 2 Site</b>
<b>Contractor Guarantee/Warranty Period</b>	<b>Not Applicable</b>
<b>Project Site</b>	International Centre For Automotive Technology (ICAT Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurgaon 122050 (Haryana)
<b>Billing Address</b>	International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurgaon 122050. GST No. 06AAATN7662F1ZI
<b>Last Date of submission of Sealed Techno-Commercial Bid</b>	<b>Up to 1700 Hrs. on 5<sup>th</sup> April' 2024 <del>21<sup>st</sup> March' 2024</del>, at ICAT Centre - 1, Manesar, Gurgaon, India.</b>

- Bidders to comply with 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>
- **Preference to Make in India:** 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.  
<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

Sealed Envelope should super-scribed as *“Tender No. ICAT/T/VEL/HGCV/2023-24/180, Closing Date: 5<sup>th</sup> April’ 2024 (17:00 Hrs.) for Hiring of Vintage Goods Vehicle Without Driver for Testing In-Cab and Noise and Vibration Measurement at ICAT Centre – 2, Manesar (Haryana)”*.

Bidders shall ensure that their tender, duly sealed and signed, complete in all respects as per the instruction contained in the NIT/Tender documents, are dropped in the tender box located (ICAT Centre – 1 Reception) at the address given below on or before the closing date and time indicated above.

To,  
The Purchase Department,  
International Centre for Automotive Technology  
Division of National Automotive Board-NAB Govt. of India  
Plot N. 26, Sector-3, HSIIDC, IMT Manesar  
Gurugram, 122050 (Haryana)  
Contact No. +91 9971150821

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

## Annexure "A"

## Scope of Services/Technical Specification

**Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration Measurement at ICAT Centre - 2, Manesar (Haryana)**

## 1. Technical Specification of the Goods Carrier/Vehicle:

SI No.	Technical Specification	Required Parameter
1	Vehicle Description	Goods Carrier
2	Emission Norms	Bharat Stage IV
3	Type of Body	Solid Rigid Body
4	No. of Cylinders	6 Cylinders
5	Fuel	Diesel
6	Engine Power	160-180 BHP
7	Engine Cubic Capacity	5500 CC - 6000 CC
8	Gross Vehicle Weight	18,000-20,000 KG
9	Unladen Weight	8,000 - 10,000 KG
10	Vintage	2,25,000 - 2,75,000 KG

2. ICAT will arrange the driver and fuel during the testing period.
3. The vehicle must be in good condition and serviced before handing over to ICAT.
4. The vehicle will run for 8 hours per day at the Track Area of ICAT Centre - 2, Manesar, Haryana.
5. The Goods Carrier Vehicle/Truck should be fit in all respect for operation in accordance with Motor Vehicle Act, Rules and Existing Laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC Certificate, Fitness Certificate, Permit with Taxes, Fees Paid up to date during the period of contract.
6. Firefighting & First Aid Facility shall be made available in all vehicles as per Motors Vehicles Act.
7. Tires of the Tuck must be in good condition or new, with a minimum tread depth of at least 90%.
8. All the joints of the load body should be properly tightened, and there should be no loose joints in the Truck.

9. Truck cabin, seat and seat berth mountings should be properly tightened, and there should be no loose joints in the Truck.
10. There should not be any abnormal vibrations and noises in the vehicle.
11. ICAT will conduct a survey of the Vehicle before it is hired for testing. The vehicle needs to be in good condition for Noise and Vibration testing. Once ICAT is satisfied with the vehicle's conditions, it will be hired for testing.
12. Sufficient number of Spares, Tubeless Tyres (Stepney) in serviceable conditions shall be available on the vehicle before commencement of work.
13. **All legal obligations which include insurance, pollution control, road tax & other compliances shall be compiled by the contractor & ICAT will not take any responsibility in this regard.**
14. In case of any dispute of any kind and in any respect whatsoever, the decision ICAT shall be final and binding.
15. **The contractor shall not engage any sub-contractor or transfer the contract to any other person.**
16. **The decision with regard to acceptance or rejection of the Goods Carrier/Vehicle offered by the contractor shall remain with ICAT and its decision shall be final and binding upon the contractor.**
17. The owner or representative of the firm should always be available on his own direct telephone or mobile phone/office as well as residence and the telephone numbers may be specified in this bid document. ICAT will conduct a survey of the Vehicle before it is hired for testing. The vehicle needs to be in good condition for Noise and Vibration testing. Once ICAT is satisfied with the vehicle's conditions, it will be hired for testing.
18. Goods Carrier Vehicle will be hired for a tentative period of 75 days. The actual hiring period will be calculated from the date of receipt of the Goods Carrier Vehicle on ICAT premises until the completion of testing activities. The contract will begin on the date the Goods Carrier Vehicle is received at ICAT premises and will continue until testing is completed. Payment will be released based on the actual testing period.

For example: ICAT is not obligated to pay for 75 days. If the testing is completed in 45 days, ICAT will only pay the contractor for 45 days.

**Annexure B**  
**Eligibility Criteria**

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

1. The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company. Proof supporting the legal validity of the Bidder shall be submitted.
2. Should have GST Registration and have Permanent Account Number (PAN)
3. Should have experience in providing Goods Carrier Vehicle on Hire/Rental Basis/Need Basis during the last Three Years (reckoned from last date of bid submission).
4. Applicants should have experience in the transportation business and have successfully completed a minimum of 2 work orders related to the transportation of goods for the Central Government, State Government, PSU, or any reputed private organization.  
**Note:** The Startups and Micro & Small Enterprises registered bidders are relaxed for submission of Prior Experience as per circular no. 1(2)(1)2016-MA dated 10.03.2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi **subject to meeting technical/scope of services given the bid document "Annexure A"**
5. Should meet the Technical Specification/Scope of Services given in the Bid Document **"Annexure A"**.
6. Should have annualized average financial of **INR 15 Lakh** during last three financial years ending in March 2023. Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc. for the last three financial years should be attached for FY **2020-21, 2021-22 & 2022-23**.  
**Note:** The Startups and Micro & Small Enterprises registered bidders are relaxed for only Turnover Criteria as per circular no. 1(2)(1)2016-MA dated 10.03.2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi subject to meeting technical/scope of services given the bid document **"Annexure A"**
7. Declaration that the bidder firm has not been blacklisted/debarred by any Government Agency/PSU/Reputed Organization.

**Note:**

1. Documentary evidence such as copies of Purchase/Work Order should be enclosed with this tender document.
2. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties from whom work has been done at discretion of ICAT.



## Annexure "C"

General Terms & Conditions

**Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration Measurement at ICAT Centre - 2, Manesar (Haryana)**

**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 "**Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration Measurement at ICAT Centre - 2, Manesar (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. **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 modify it's Bid on the basis of the addenda / corrigenda and the addenda / corrigenda have been taken into account.

**8. Bid Evaluation:**

Bid evaluation system bidders who qualify 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. Contract Period & Extension:**

Goods Carrier Vehicle will be hired for a tentative period of 75 days. The actual hiring period will be calculated from the date of receipt of the Goods Carrier Vehicle on ICAT premises until the completion of testing activities. The contract will begin on the date the Goods Carrier Vehicle is received at ICAT premises and will continue until testing is completed. Payment will be released based on the actual testing period.

**11. Termination of Contract: In the event of any breach of the terms and conditions outlined herein, ICAT reserves the right to terminate the agreement with immediate effect. Such as breached my include, but are not limited to**

- Failure to adhere to the agreed-upon schedule for the provision of the goods carrier vehicle.
- Failure to maintain the goods carrier vehicle in a safe and roadworthy conditions.
- Anny illegal activity conducted using the vehicle.
- Failure to comply with relevant laws and regulations governing the operation of good carrier vehicles.
- Any act or omission that poses a threat to the safety of the goods carrier vehicle, its cargo, or any individuals involved in its operation.
- Upon termination of the agreement under this clause, ICAT shall not be liable for any further payment or obligations under the agreement, and the hired goods carrier vehicle must be returned to the contractor immediately and in the same conditions received, subject to any reasonable wear and tear.

**12. Jurisdiction**

- The agreement including all matters with this contract, shall be governed by the Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of the Gurgaon Court, Haryana only.

**11. Force Majeure**

- If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh , strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is

given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of ICAT as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

## 12. Payment Terms

- Payment will be released after the completion of the testing period, upon submission of invoice. The actual hiring period will be calculated from the date of receipt of the Goods Carrier Vehicle on ICAT premises until the completion of testing activities.
- No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her hire bills in original and signed by the User or authorized representative for necessary payment.
- ICAT shall make payment **within 15 days** from the date of receipt of bills in order by Cheque/RTGS/NEFT.
- In the event of any dispute on this account, the decision of ICAT shall be final and binding on the Contractor.

## 13. Accident/Damages/Claims/Liabilities

- ICAT shall be completely free from any liability whatsoever, in the event of any accident while the Goods Carrier Vehicle engaged under the contract.
- The hired vehicle should be fully / comprehensively insured by the Contractor at his own cost for all risk including fire, strike, riots and for commercial use etc. All liability whatsoever arising out of the accident of the hired vehicle shall rest upon the contractor only and ICAT shall fully stand indemnified.

## 14. Taxes & Other Charges

- Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.

## 15. Escalation/De-escalation of Rates

- No escalation/de-escalation in rates shall be allowed during the contract period.

## Annexure "D"

**Financial Bid - Hiring of Vintage Goods Carrier Vehicle without Driver for testing in-cab noise and vibration measurement at ICAT Centre - 2, Manesar (Haryana)**

Financial Bid					
Sr. No.	Scope of Work	Rental Period	Units	Unit Price (INR)	Total Value (INR)
1	Hiring of Vintage Goods Carrier Vehicle Without Driver for Testing In-Cab Noise and Vibration Measurement at ICAT Centre - 2, Manesar (Haryana)	75	Days**		
<b>Total Value (INR)</b>					
<b>GST%</b>					
<b>Grand Total Inclusive GST (INR)</b>					

**For any queries please feel free to contact the undersigned**

Mr. Gavendra Singh - VEL Department

Contact No. +91 9540872010

Mail ID: [gavendra.singh@icat.in](mailto:gavendra.singh@icat.in)

**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)

**Form "I"**

**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:

**Form "II"**  
**Checklist (Information/Documents to be submitted along with the Bid)**

1	Name of the Bidder	
2	Address of the Bidder	
3	Contact Details of the Bidder	
	Telephone No. With STD Code	
	Fax No.	
	Mobile No.	
	E-mail ID	
	Website, if any	
4	Name of Proprietor/Partners/Directors of Firm/Agency	
5	Bidder Bank Details:	
	Name of Account Holder	
	Complete A/c No. (Current/Savings)	
	Name of Bank	
	Name of the Branch with Complete Address	
	IFS Code of the Branch	
	9 Digit MICR Code of the Branch	
6	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)	
7	GST Registration Details	
8	Copies of Permanent Income Tax Number (PAN)/Income Tax Circle	
9	Copies of Income Tax Returns Filed for the Last Three Financial Years should be attached	
10	Annual Turnover for the Last Three Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	

11	<p>Proof of experience for providing transportation services to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (minimum two copies of Purchase/Work Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed).</p>	
13	<p>Declaration regarding blacklisting or otherwise by the government departments as given in "Form I"</p>	
14	<p>Any other information document: Please specify</p>	

## Form "III"

## Certificate Regarding Declaration of Local Content

[On the Letter Head]

To,  
National Automotive Board  
Unit - International Centre For Automotive Technology  
Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar  
Gurgaon - 122050 (Haryana)

**Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 4<sup>th</sup> June' 2020**

Ref: NIT/GeM Document No: .....

Dear Sir/Madam,

This is to certify that following is the local content percentage .....being offered/quoted against aforementioned tender by M/s\_\_\_\_\_, the same is in compliance with Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 4<sup>th</sup> June 2020** and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

Your Faithfully,

Authorised Signatory

Date.....

Place.....



Form "IV"

Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"

*(To be submitted on Applicant's Letter Head)*

To,  
National Automotive Board  
Unit - International Centre For Automotive Technology  
Plot - 26, Sector - 3, Near HSIIDC Office  
IMT Manesar, Gurgaon 122050

Dear Sir,

With reference to our bid proposal for participation in ICAT tender *NIT/GeM Bid Document No. ICAT/T/VEL/HGCV/2023-24/180 Dated 1<sup>st</sup> March' 2024*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure...

\*Bidder to strike-off, if not applicable.

\*\*Bidder to mention the Annexure no.

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Seal of Organization & Signature of Authorized Applicant

## Form "V"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/T/VEL/HGCV/2023-24/180

Tender Detail: Hiring of Vintage Goods Carrier Vehicle without Driver for Testing In-Cab Noise and Vibration measurement at ICAT Centre – 2, Manesar (Haryana).

Sr. No.	Particulars		
1	Name of Firm		
2	Office Address Phone No. Fax No. Email ID		
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID		
4	Type of Firm Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm <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

