### **eNotice Inviting Tender (NIT)**

NIT No: ICAT-T-ADMIN-EST OF CRECHE FACILITY-2024-25-198

Dated: 06-02-2025

The Director, International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites tenders through e-procurement (online portal) under two bid system from the bidders in the prescribed proforma for "Providing & Fixing Creche Materials and Interiors towards the Establishment of Creche Facility at ICAT Manesar as per following details:

#### **Tender Activity Schedule:**

| Job Description                          | Providing and Fixing Creche Materials and Interiors towards the Establishment of Creche Facility at ICAT  |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| Scope of Work/Services                   | As per Annexure-B   |  |  |  |  |  |  |
| Job/Work Site                            | International Centre For Automotive Technology  |  |  |  |  |  |  |
| Job/ Work Site                           | Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurugram 122050  |  |  |  |  |  |  |
| Job compliance period.                   | 45 days from the date of issuance of Notice to Proceed (NTP).   |  |  |  |  |  |  |
| Minimum validity of tender/<br>bid offer | 9 Months from the date tender/ bid opening.  100% Payment within 20 working days from the date of final handover of Creche Facility along with submission of Invoice, valid e-way & other necessary supporting receipts at ICAT Site.   |  |  |  |  |  |  |
| Payment Terms                            |   |  |  |  |  |  |  |
| Liquidity Damages                        | The work/service should be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work/service within the stipulated time will make you liable to an unconditional penalty of ½% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract |  |  |  |  |  |  |
| Warranty                                 | 01 Year from the date of work completion.   |  |  |  |  |  |  |

INR 9,000/- (Rupees nine thousand only) in form of DD/Bank Guarantee (format as per Annexure C of ATC)/Banker's Cheque in favor 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. & e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).

OR

#### **Earnest Money Deposit**

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.

(The certificate should be valid for at least 6 months from the date of submission of bids).

Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.

In place of a bid security, bidders can submit bid securing declaration as per attached Annexure-H accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.

#### Bidder must comply 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 and as revised from time to time.

https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.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)

#### ICAT Bank Details for NEFT (in case any bidder deposits the EMD of Rs. 9,000/- 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: ICAT reserves the right to reject/modify/cancel the tender at any stage without assigning any reason thereof.

# **BID FORM**

|                        | To  |
|------------------------|---|
|                        | The Director,   |
|                        | International Centre for Automotive Technology (ICAT)   |
|                        | Plot No #26, Sector-3, HSIIDC, IMT Manesar,   |
|                        | Gurugram-122050   |
|                        |   |
|                        | Dear Sir,   |
| 1.                     | Having read and understood the conditions of contract/tender and material to be provided, including addenda Nos (if any), the receipt of which is hereby duly acknowledged, we, undersigned, offer to complete the Creche Facility establishment work in conformity with the conditions of the contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid. |
| <ol> <li>3.</li> </ol> | We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and the agreement will be binding on us.  We agree to abide by this Bid for a period of 09 months from the date fixed for Bid opening and it shall  |
|                        | remain binding upon us and may be accepted at any time before the expiry of that period.  |
| 4.                     | Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in you notification of award shall constitute a binding contract between us.   |
| 5.                     | We understand that you are not bound to accept the lowest or any bid, you may receive in response to this Tende Notice.   |
|                        | Dated thisday of  |
|                        | Signature of  |
|                        | In capacity of  |
|                        | Duly authorized to sign the bid for and on behalf of  |
|                        | Address   |
|                        | Signature   |
|                        |   |
|                        |   |
|                        |   |

#### Annexure-A

#### Proposal Invited for "Creche Facility establishment" ICAT, Manesar (Haryana)"

#### 1. Minimum Eligibility Criteria:

- The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company. Proof for supporting the legal validity of the Bidder shall be submitted. Relevant proof must be submitted in this regard.
- The Bidder shall have its registered office/ shop/ warehouse in Delhi NCR. Relevant proof has to be submitted in this regard.
- The firm should not be blacklisted by any department of Central/ State Government/PSU or Any Autonomous Institute. Undertaking need to be submitted in company/ firm letter head.
- Submit signed and stamped copy of all tender documents along with technical bid.
- If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will be liable to be rejected summarily.

#### Bidder must comply to the provision of:

- 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

#### 2. <u>Instructions for submission of the tender:</u>

- The Bidders are advised to visit the site to acquaint themselves as to the nature and location of the work, access to the site, the general & local conditions, disposal and handling of materials, availability of labour, physical conditions etc. and shall be included on such account while quoting for the tender.
- The Bidders are advised to attend the pre-bid meeting and completely understand the quality of the work & material required.
- It is mandatory for a successful Bidder to use the pre-approved construction material of the desired quality. If found the material quality is not as per the requirement, the supplied material will be rejected. The bidder has to replace the rejected material immediately at his own cost. Any additional claim in this regard will not be accepted.
- Bidders shall quote the tender in the prescribed format of the tender document. Tenders should be signed by person/s that are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm / company tender should bear its seal or stamp.
- In the event of failure completing the Creche facility establishment work within the time frame & in accordance with the conditions entered herein ICAT shall have the right to make alternative arrangements at the cost and risk of the vendor. ICAT shall have the right to recover the amount from the EMD of the vendor any dues owed to ICAT by the vendor. It should be clearly understood that ICAT right and Contractor's obligation for compensation is not limited to the extent of earnest money deposit and/or the dues owed and ICAT shall have the right to proceed against the vendor for the recovery of its claim in excess of the earnest money deposit and/or the dues available with the ICAT. ICAT has a right to withhold the EMD and appropriate the same, if need be, until the dues of the vendor are fully settled.
- In case of breach of any of the conditions stipulated herein ICAT shall be at liberty to terminate the contract, in *such a scenario EMD will be forfeited*.
- Submission of a tender will be conclusive evidence to the fact that the Bidder has fully satisfied himself as to the nature and scope of work to be done, procedures for issue or materials, conditions of contract, local

precautions to be ensured, security rules to be followed and all other factors affecting the performance of the contract and the cost thereof.

• The bidders are advised to read carefully all the terms and conditions of the tender documents which will form part of the contract.

#### 3. Amendment to NIT (Notice Inviting Tender):

• At any time prior to the deadline for submission of bids, ICAT or its authorized representative may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Bidder, modify the NIT by amendment. The amendment will be notified in writing to all prospective Bidders who have received the NIT and the amendment will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders

#### 4. Submission of Tender:

• The Bidder shall bear all costs associated with the preparation and submission of Bid and ICAT will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 5. <u>General Terms & Conditions</u>:

- Online bid to be submitted on e-procurement portal under 2 bid system with filling complete all the Attached "Annexures" after duly filled and signed on Letter head.
- All Transportation, Accommodation and Food Expenses shall be borne by the bidder.
- Payment shall be made after successful completion and final <u>acceptance/commissioning</u> of the Creche facility establishment work. The vendor shall submit a tax-invoice along with all the details of the work done.
- 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 items will be made, the individual item charge is only for reference purposes of this office.
- **Liquidity Damages (LD):** The work/service should be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work/service within the stipulated time will make you liable to an unconditional penalty of ½% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract/purchase order.
- In case completion of the work in all respect is delayed beyond 15 days or in accordance with the conditions entered herein, in that case ICAT shall have the right to make alternative arrangements at the cost and risk of the vendor, besides that LD, EMD shall also be forfeited without any notice.
- The engagement and employment of workers, Driver, Supervisors and payment of wages to them as per existing provisions of Statutory labor compliance, various labor laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- During the supply, transportation, loading & unloading & during the execution of work if any loss is incurred that will be borne by the supplier and the supplier will not claim any loss or mishappening expenditure.
- Canvassing in any connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection and forfeiture of EMD.
- The bidders are advised to read carefully all the terms and conditions of the tender documents which will form part of the contract.
- If the Tenderers give wrong information deliberately to create conditions for acceptance of the tender, ICAT reserves the right to reject such tenders without assigning any reason.
- Tender form is not transferable.
- ICAT reserves the right to accept or reject any or all tenders at any stage at its sole discretion, without assigning any reason.

#### 6. **Proposal Validity Period**:

Bids validity should be at least **09 Months** from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by ICAT as being nonresponsive. However, ICAT may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of ninety

- (90) days without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and ICAT reserves the right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- 7. **Scope of Work:** Providing & Fixing Creche Materials and Interiors towards the Establishment of Creche Facility at ICAT.

#### 8. Other Conditions:

- i. Any theft or damage during transportation shall be the responsibility of the contractor and the replacement shall be done by the contractor, at its own cost.
- ii. The selected Contractor shall be held responsible for all or any of the act done by the staff
  /Workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during
  the course of delivery or work undertaken and shall also be responsible and be liable for payment of any
  compensation under workmen compensation Act. The ICAT will not be liable for any such event whatsoever.
- iii. No advance payment will be made by ICAT for any reason whatsoever.
- iv. All the documents submitted should be duly signed & stamped by the bidders.
- v. ICAT reserves the right to reject any or all the tenders at any stage in part or full without assigning any reason thereof.
- vi. The Driver of the vehicle used for the supply of the material shall have all the valid papers for the vehicle, such as RC, PUC, valid insurance and Driving license etc. The vehicle will not be allowed inside the ICAT premises, in case Driver not have all the proper valid documents mentioned above. It is mandatory that, Driver and other staff / labour (for Creche facility establishment work) shall wear shoes, slippers are not allowed inside the premises.
- vii. Any dispute arising out of the contract agreement shall be referred to the jurisdiction of Gurgaon Court only.

#### 9. Billing:

Bills and accompanying documents should be raised and submitted in the original; as per the Payment Terms and should be accompanied by original copies of duly receipted / certified Delivery Challan/Work Progress or Completion Certificate, as applicable. No payment shall be released against any duplicate bills or challan. All applicable taxes such as GST, Service tax, Works Contract Tax shall be mentioned separately in the invoice.

#### 10. Payment Condition:

100% Payment within 20 working days from the date of final handover of Creche Facility along with submission of Invoice, valid e-way & other necessary supporting receipts at ICAT Site.

#### 11. Submission of Bids:

Bidders are invited to submit their bids via online on e-procurement portal i.e. CPPP along with EMD and necessary supporting documents.

#### (A) **Technical Bid**, shall contain the following

• INR 9,000/- (Rupees nine thousand only) in form of DD/Bank Guarantee (format as per Annexure C of ATC)/Banker's Cheque in favor 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. & 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 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.

(The certificate should be valid for at least 6 months from the date of submission of bids). Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.

- In place of a bid security, bidders can submit bid securing declaration as per attached Annexure-H accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.
- Attested valid copies of their Shop Act or Establishment Certificate or Company Registration Certificate
- GST Registration Certificate, PAN Card
- Bidder must submit entire documents as mentioned in Annexure-A of Minimum Eligibility Criteria.
- Bidder must attach declarations on their letterhead with technical bid regarding any deviation w. r. t terms & conditions laid down in the additional terms & conditions (if any)-Annexure-F.

### (B) Financial Bid, shall contain:

- Bidder must quote their rates after considering all the respective elements of bid document.
- The bidder must mention the GST % to be applied as on date.

# **CHECKLIST FOR MINIMUM ELIGIBILITY CRITERIA**

| Sr. No | Information Sought   | Type of<br>Proof | Page No. of the bid doc. |
|--------|--|------------------|--------------------------|
| 1.     | Date of Establishment/Incorporation  |                  |                          |
| 2.     | Company Status (Prop. /Partnership/Pvt. Ltd.<br>Co./Public Limited Co./PSU/Govt)   |                  |                          |
| 3.     | PAN No. of the firm (Enclose self-attested photocopy)  |                  |                          |
| 4.     | GST Registration No. (Please enclose self- attested photocopy of certificate)  |                  |                          |
| 5.     | Proof of office/ shop in Delhi NCR (must attach related self-attested documents photocopy along with technical bid)  |                  |                          |
| 6.     | Details of the Draft of EMD (Name of the Bank, D.D.<br>No, Date, Amount).  |                  |                          |
| 7.     | Declaration on your company's Letter Head Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time. <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> ) |                  |                          |
| 8.     | Declaration on your company's Letter Head  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)  |                  |                          |
| 9.     | Submit signed and stamped copies of all tender documents along with technical bid.   |                  |                          |

|            | documents along with technical bid.          |
|------------|--|
|            |  |
| Sig<br>Sea | gnature of the authorized personName:<br>al: |
| Da         | te:  |
| Pla        | ace:   |
|            |  |

Annexure-B

Detailed technical specifications for Establish Creche Facility at ICAT, Manesar, Haryana

| Sr. No | Particular                    | Specification  | Size                  | Qty   |
|--------|-------------------------------|--|-----------------------|-------|
| 1      | Kids Bed                      | Wooden Montessori twin size bed frame with wood hardboard and removable door. Noiseless kids' furniture bedroom  Material: -Pine+MDF+Plywood with Mattress. Size-72"x36" (Mattress Thickness 4 inch) with 2 pillows.  Brand for Mattress: Kurlon/Sleepwell/Maharaja.   | 72"x36"x17.5"<br>inch | 2 Nos |
| 2      | Half Circle<br>Study<br>Table | Wooden Half circle Study & Activity table with water resistance  Material: Pine+MDF+Playwood.  Size: 59"DX29"WX18"H. weight Capacity: -125kg.  | 59"x29"x18"<br>inch   | 1 Nos |
| 3      | Flooring<br>Matt              | Puzzle Flooring Interlocking Playing Mat with water resistant multi colour Non slippery tiles mat  Material: Ethylene-vinyl acetate Thickness:12mm Tile Size:12"x12"   | 25x24-ft              | 1 Nos |
| 4      | HPL<br>Partition              | Covered & separate area for restroom & playing hall with wooden/HPL wall and please note middle partition should have a provision of transparent boarder design of 9 inches.  Material: Wooden/HPL/Plywood/.   | 9'x9'ft               | 81 ft |
| 5      | Soft Cushion<br>barricading   | 3D kids anti-collision wall soft cushion safety barricading water-prof & stain resistant in multicolor.  Material: PU Leather-Memory foam fabric soundproofing, Easy-DIY.  Hall Size: 18x18 feet. Note: Safety barricading needs to be done in entire room and area would be 30"x12" inches  Thickness: 3mm Size:27"Hx12"W | 30"x12" inch          | 01 AU |
| 6      | Playing Yard                  | 14 Panel Playpen with Crawling Mat and Football Play yard for Babies of 8 Years Baby Fence with Safety Locking Door Material: -Plastic, Weight:14.58kg. Dimensions:150x150x63cm. Soft balls:100 qty. Brand: - Dawnwake / ZingUp/equivalent   | 59L"x59"Rx24.8"H      | 1 Nos |
| 7      | Kids Storage<br>Box           | Kids storage box movable for multipurpose wheels box   | 48x25x30 Cm           |       |

|    |                                    | <b>Load Capacity</b> - 25kg <b>Weight</b> - 3.5kg<br><b>Material:</b> - Plastic   |                          | 3 No |
|----|------------------------------------|---|--------------------------|------|
| 8  | Wooden<br>bookshelf -<br>organizer | Wooden Bookshelf creative floor bookcase with 4 separate space and side slave both side & on top wooden design.  Matarial: Pine+MDF+Plywood.  Weight Capacity: 100kg  Weight:12kg.  | 60"x24" inches           | 1 No |
| 9  | Kids<br>Daycare &                  | HPL Waterproof Partition covers from all sides along with water supply fitting with Entry door Size:84"x36" with ceramic western kids' toilet seat floor touch Size-24"x12.60"x12" with toilet paper holder and hand shower with stand with water supply. | 5 x 8 ft                 | 1 No |
|    | Washroom                           | White Kids Urinal with Ceramic wall mount Size: - 11"x11"x15"-inchs with water supply.  |                          | 1 No |
|    |                                    | White Ceramic hand washbasin for kids. Size:45.5x40x12cm, weight: -12kg & Stainless- steel tab with water supply  |                          | 1 No |
|    |                                    | Round Shape wall mirror. Size:32x30cm thikness:9mm with wooden boarder.   |                          | 1 No |
| 10 | 3D Wall<br>Creativity              | 3D PVC Astronaut wall designs. It should be waterproof, heat resistant, oil resistant and on a durable PVC sheet.  Material: Poly vinyl chloride. Life: -4/5Year.   | 23x9 ft                  | 1 No |
|    | Kitchen-<br>Pantry                 | Wooden Partition wall with inner side slave and storage box Water sink, water tab & lighting and <b>Entry door Size</b> :84"x36"inches, complete kitchen.   | 9x7ft                    | 1 No |
| 11 |                                    | Single Stainless Steel Sink Size: -18x16x8-inch.<br>Along with silimo metal Sink Tab.<br>Brand: Royal Akriti/Hind ware/Maharaja.  |                          | 1 No |
|    |                                    | Microwave Oven: -20Ltr, anti-bacterial cavity & steam clean. Brand: - LG/Samsung/equivalent   |                          | 1 No |
|    |                                    | Water Dispenser with refigrator-14 Liters, bottom loading water Dispenser: Brand-: Blue star/ Voltas/ equivalent  |                          | 1 No |
| 12 | Wooden<br>kids Seating<br>chair    | Wooden Plywood kids study & activity chair,<br>round corner for safety<br><b>Material: -</b> Pinewood. Weight Capacity: -40kg.  | 11"x22.4"x15"-<br>inches | 6 No |

|    |                       | Weight: - 5kg.  |  |       |
|----|-----------------------|---|--|-------|
| 13 | Kids Playing activity | 3 in 1 Climber Foldable Baby Garden Slide for Kids - Plastic Garden Slide for Kids/Toddlers/Indoor/Outdoor Preschoolers for Boys and Girls Age Group-1 to 5 Years, Blue & Red (Pack of 1 set) | 125L x 70W x<br>125H Centimeters<br>45 Kilograms | 1 Nos |
|    | activity              | 2 in 1 Montessori Climbing Arch for Toddlers,<br>Rainbow Wooden Climbing Arch Rocker &<br>Cushion, Climbing Triangle Ramp, Montessori<br>Climbing Gym for Kids 0-8                            |  | 1 Nos |
|    |                       | Brand: - Ymonlia /Avrsol/ equivalent  |  |       |
|    |                       | Dimension: -20.86"x17.7"x40.9"<br>Weight Capacity: 80kg.  |  |       |

Dated:

Place:

(Signature of the bidder with agency seal/rubber stamp)

#### Note:

- It is mandatory for the bidder to comply with the complete technical requirement 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.
- The must quote for all the items, else the bid may not be considered for further processing.
- Dimension & weight may vary up to +/- 5% of the mentioned requirement.
- All the materials should be ISI certified. Test certificate of the material to be provided by vendor.
- Weight capacity declaration to be provided by the vendor.

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

Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India Phone: +91-124-4586-111, Email: purchase@icat.in, Website www.icat.in

# Annexure-C

# EMD BANK GUARANTEE

| this bank guarantee and the bank shall p whatsoever, the total sum claimed by the C make an unlimited number of demands un sums paid to the Owner by the Bank und Amount.  The Guarantee will remain in force up to demand in respect thereof should reach the local Notwithstanding anything contained herein ( and we a under this bank guarantee only and only if | pay without any deductions or set offs or counterclaims. Owner in such Demand. The Owner shall have the right to nder this bank guarantee provided that the aggregate of all nder this bank guarantee shall not exceed the Guaranteed and any bank not later than the above date.  after the period of tender validity and any bank not later than the above date.  n our liability under this bank guarantee shall not exceed Rs |
|--|---|
| this bank guarantee and the bank shall p whatsoever, the total sum claimed by the C make an unlimited number of demands un sums paid to the Owner by the Bank und Amount.  The Guarantee will remain in force up to _ demand in respect thereof should reach the limited of the limited points of the limited points.  | Owner in such Demand. The Owner shall have the right to nder this bank guarantee provided that the aggregate of all nder this bank guarantee shall not exceed the Guaranteed after the period of tender validity and any bank not later than the above date.  In our liability under this bank guarantee shall not exceed Rs  |
| this bank guarantee and the bank shall p whatsoever, the total sum claimed by the C make an unlimited number of demands un sums paid to the Owner by the Bank und Amount.  The Guarantee will remain in force up to _ demand in respect thereof should reach the limited of the limited points of the limited points.  | Owner in such Demand. The Owner shall have the right to nder this bank guarantee provided that the aggregate of all nder this bank guarantee shall not exceed the Guaranteed after the period of tender validity and any bank not later than the above date.  In our liability under this bank guarantee shall not exceed Rs  |
| this bank guarantee and the bank shall p whatsoever, the total sum claimed by the C make an unlimited number of demands un sums paid to the Owner by the Bank und Amount.  The Guarantee will remain in force up to  | Owner in such Demand. The Owner shall have the right to nder this bank guarantee provided that the aggregate of all oder this bank guarantee shall not exceed the Guaranteed after the period of tender validity and any  |
| this bank guarantee and the bank shall p<br>whatsoever, the total sum claimed by the C<br>make an unlimited number of demands un<br>sums paid to the Owner by the Bank und   | Owner in such Demand. The Owner shall have the right tonder this bank guarantee provided that the aggregate of al   |
| The Bank hereby undertakes to pay under Owner without any further proof or condit protest and without any enquiry or notific   | er this guarantee, the Guaranteed Amount claimed by the itions and without demur, reservation, contest, recourse, or cation to the bidder merely on a demand from the Owner the Owner under the Contract. Any such demand made or as regards the amount due and payable by the bank under   |
| office at Plot No. 26, Sector-3, IMT Manesar,  | nternational Centre for Automotive Technology having its control (hereinafter referred to as the "Buyer") for which aid buyer, the bank binds itself, its successors and assigns by   |
| for Tender No  | , , ,   |
| WHEREAS (hereinafter called the "Bidder") has  | s submitted their offer dated for<br>(hereinafter called the "Bid") against the buyer's reques  |
| Dear Sirs,   |   |
|  |   |
| The International Centre for Automotive Teo<br>Plot No. 26, Sector – 3,<br>IMT, Manesar,<br>Gurgaon,   | echnology   |

the purpose for 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  |
|    | 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 up to a maximum of Rs/- (Rupees only). Any such demand made to 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 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 arises 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.N       | OTWITHS     | TANDING anything     | contained hereinabove our liability unde | r this guarantee is restricted to |
|------------|-------------|----------------------|--|-----------------------------------|
| I          | Rs          | _/ <b>-</b> (Rupees  | only).                                   | This guarantee shall remain       |
| 7          | valid till  | only.                | Unless a claim in writing is lodged with | us within 3 months from the       |
| $\epsilon$ | expiry of t | this bank guarantee, | your rights under this guarantee shall   | be forfeited and we shall be      |
| 1          | eleased an  | nd discharged from a | Il 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

#### Annexure-D

{Format for **each** of the Declarations & Undertaking to be typed on bidder agency's letter head separately and to be submitted in Part –I (TECHNICAL BID) of the tender document}

#### **DECLARATION -1**

| This  | is  | to  | certify  | that    | neither  | we/any    | of  | us/   | are/is | in | any | way | related | to | any | employee | in | the |
|-------|-----|-----|----------|---------|----------|-----------|-----|-------|--------|----|-----|-----|---------|----|-----|----------|----|-----|
| Inter | nat | ion | al Centr | e for A | Automoti | ive Techn | olo | gy (I | CAT).  |    |     |     |         |    |     |          |    |     |

Dated : Place :

(Signature of the bidder with agency seal/rubber stamp)

#### **DECLARATION -2**

We hereby declare that we have not stipulated any extra conditions along with the Commercial Bid of the tender and the terms and conditions in the tender shall prevail under all circumstances.

Dated :

(Signature of the bidder with agency seal/rubber stamp)

#### **DECLARATION-3**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/ Central Government or any State/ Central PSU or EPF/ ESI/ GST/ Labour Department/ Company/ Institute/Entity/ Agency etc.

Signature :

Designation :

Name of the Agency:

Address of the bidder :

Date :

Place :

#### **DECLARATION-4**

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall follow all the terms and conditions mentioned in the tender strictly and shall complete the given job in the timeline.

Signature :

Name :

Designation :

Name of the Agency:

Address of the bidder :

Date :

Place

#### Annexure-E

{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 Governm     | ent Public | Procur     | ement (  | Order No.   | P-4502    | 21/2/201   | 7-BE-II d | t. 15.06.20 | 17 & P  |
|--------------------------|------------|------------|----------|-------------|-----------|------------|-----------|-------------|---------|
| 45021/2/2017-PP          | (BE-II)    | dated      | 28.05    | 5.2018,     | we 1      | nereby     | certify   | that we     | M/s     |
| -                        |            | name) a    | are loca | al supplier | meetir    | ng the red | quirement | t of minimu | ım loca |
| content (%)              | as d       | lefined    | in       | above       | orders    | again      | st Tend   | der/Enquir  | y No    |
| Details of location at v | which loca | al value a | addition | n will be m | nade is a | 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-F

## **Deviations Suggested**

[The Bidder must declare and justify here any modification or improvement to the Conditions of Contract proposed to in the interest of ICAT. Such suggestions should be concise and to the point. In case, the Bidder does not want to suggest any deviation, this section must contain a statement indicating "No Deviation Suggested"]

[The Bidder shall use the following template in order to explain the deviations and fill and include in the current document as many templates as deviations appear in his offer with regards to Requirements expressed in this tender. The Bidder shall be required to furnish a separate sheet as per the following template for each deviation suggested.]

| Tender Document): | [Requirement ID (or range of IDs) this deviation is referring to on the tender document] |
|-------------------|--|
| Subject           | Minimum Requirement appearing on the Tender Document                                     |
|                   | [Please copy the requirement on the Tender<br>Document]                                  |

#### **Proposed Specification**

[Explain in detail what alternative solutions are you proposing]

#### Reasons for the proposed solution to be superior than initial requirement

[Give clear reasons why you think the proposed solution is better than the Requirement expressed in Tender Document]



# <u>Annexure-G</u> Vendor Information Form (VIF)

| 1  | Name of the Bidder   |  |
|----|--|--|
|    |  |  |
| 2  | Address of the Bidder  |  |
|    | Tradess of the Brade   |  |
|    | Contact Details of the Bidder  |  |
|    | Telephone No. With STD Code  |  |
| 3  | Fax No.  |  |
|    | Mobile No.   |  |
|    | E-mail ID & Website, if any  |  |
| 4  | Nature of Business (Product/Services)  |  |
| 5  | Name of Proprietor/Partners/Directors of Firm/Agency                                   |  |
| 6  | Company Establishment Year   |  |
|    | Whether registered with NSIC/Startup/MSE/SSI   |  |
| 7  | (Please enclose relevant self-   |  |
|    | attested photocopy of Certificates)  Bidder Bank Details (Please attached cancelled    |  |
|    | cheque):   |  |
|    | Name of Account Holder   |  |
|    | Account Type (Current/Savings)   |  |
|    | Complete A/c No.   |  |
| 8  | Name of Bank   |  |
|    | Name of the Branch with Complete Address   |  |
|    | IFSC Code of the Branch  |  |
|    | 9 Digit MICR Code of the Branch  |  |
| 9  | Legal status of the bidder such as Company, partnership/proprietorship concern /JV etc |  |
| 10 | GST Registration No.   |  |
| 11 | Permanent Income Tax Number (PAN) No.  |  |
| 12 | MSME Registration No. (if applicable)  |  |

| (Seal of Or | ganization & | k Signature | of Authori | zed Signator | y) |
|-------------|--------------|-------------|------------|--------------|----|
| Date:       |              |             |            |              |    |



# Annexure-H

# FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY (To be submitted on the Bidder's Letter Head)

| Bidder's Name  |
|--|
| (Address and Contract Details) Bidder's Reference No   |
| To,  |
| The Director International Centre for Automotive Technology<br>Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar Gurgaon-122050  |
| Reference: Tender Document NoTender Title:   |
| Sir/Madam,   |
| We, the undersigned, solemnly declare that:  |
| We understand that according to the conditions of this Tender Document, bids must be supported by a Bid Securing Declaration In lieu of Bid Security.  |
| We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in ICAT for 1 Year (12 Months) from the date of opening of this bid if we breach our obligations under the tender conditions if we: |
| 1. Withdrawn/Amend/Impair/Derogate, in any respect, from our bid, within the bid validity or   |
| 2 Being notified within the bid validity of the acceptance of our bid by the ICAT:   |
| a) Refused to or failed to produce original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document   |
| b) Fail or refuse to sign the contract   |
| We know that this bid Securing Declaration shall expire if the contract is not awarded to us,  |
| upon:  |
| 1. Receipt by us for your notification   |
| a) of cancellation of the entire tender process or rejection of all bids or  |

- b) of the name of the successful bidder or
- 2. Forty-Five days after the expiration of the bid validity period or any extension to it.



| (Signature with Date)   |
|---|
| (Name and Designation)  |
| Duly Authorized to Sign the Bid for and on behalf of (Name & Address of Bidder and Seal of Company) |
| Date onday of   |
| Place   |
| Key Notes: -  |

- 1. The Bidder have to submit EMD/Bid security for the value specified in the Bid Documents in the form of DD/NEFT/RTGS/BG.
- ii. MSME registered with Udyog Aadhar and NSIC or Central Purchase organizations are exempted from EMD must submit signed 'Bid Security Declaration' as per format given (refer Annexure X of this ATC) on Firm/Company letter head. MSE or firms registered with the Central Purchase organizations are required to submit their registration certificates in support of their request for exemption from EMD along with Bid security Declaration. However, as per clarification issued by DC MSME vide office memorandum dated 25th March 2022, traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.
- iii. Non-submission of EMD as per Bid requirement or Bid Security Declaration along with supporting documents for exemption from EMD by MSE or other exempted bidders, will be treated as unresponsive and disqualified from further procurement process as per para 7.3.1(ii) of Manual for procurement of goods 2017.