

GEM Bid No:- GEM/2026/B/7 118948
Dated 16/01/2026.



बिड संख्या/Bid Number: GEM/2026/B/71

दिनांक /Dated: 16-01-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
कुल मात्रा/Total Quantity	1530
वस्तु श्रेणी /Item Category	Maxtreat 7770 , Maxtreat 7015 , Maxtreat CI 5 , Maxtreat 617 Maxtreat 651
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Maxtreat-7770, Maxtreat-7015, Maxtreat CI-5, Maxtreat-617 Maxtreat-651

बिड विवरण/Bid Details

<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Searched String: Maxtreat-7770 Category not available on GeM for the text string uploaded buyer</p> <p>Searched String: Maxtreat-7015 Category not available on GeM for the text string uploaded buyer</p> <p>Searched String: Maxtreat CI-5 Chlorine (CL 2) Detector (V1), LED Luminaire for Road and Street Lights (V2) Conforming to IS 10322 (Part 5 / Section 3), Smart Card (Scosta / Scosta - CL), Wrecking Crow Bar or Claw Bar IS 706, Imiprothrin 0.05% + Cypermethrin 1.0% CL (Concentration Liquid), High End Desktop Computer, 5-5 Dithiobis -2-2 Nitrobenzoic Acid, All in One PC (V2), Indoxacarb 5% + Fipronil 5% SC (Suspension Concentrate), File/Folder (V3)</p> <p>Searched String: Maxtreat-617 G Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Net Camouflage Shrimp Type (Defence), Insect Net (V2), Sleeve Tubes (BHEL), Blood Lancets, Saddle Coupling (BHEL), Tent Extendable Frame Supported With Mild Steel Joints and Flooring TPO, Inner Arm Assembly (BHEL), Thrust Bearings (BHEL)</p> <p>Searched String: Maxtreat-651 Ultra low temperature laboratory deep freezer, Modular Metal Drawer File Cabinet Pedestal</p>
<p>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</p>	<ul style="list-style-type: none"> Corrosion Inhibitors for Cooling Water treatment
<p>बीओक्यू शीर्षक /BOQ Title</p>	<p>Price Breakup</p>
<p>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</p>	<p>No</p>
<p>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover</p>	<p>Yes Complete</p>
<p>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</p>	<p>Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by buyer</p>
<p>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</p>	<p>Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)</p>

बिड विवरण/Bid Details

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Maxtreat 7770
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	721558
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove eligibility for Relaxation.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as per the Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to be given to a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the local value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per the order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM No.1 4, 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated on the MII portal.

through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer to OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Breakup - [1768561047.xlsx](#)

Maxtreat 7770

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
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क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	735	30

Maxtreat 7015

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	280	30

Maxtreat CI 5

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT- Manesar, Gurgaon 122050	105	30

Maxtreat 617 G

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT- Manesar, Gurgaon 122050	200	30

Maxtreat 651

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT- Manesar, Gurgaon 122050	210	30

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rate. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{C}$ delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annexure - A

Scope of Supply: Supply of Thermax Make Cooling Water Treatment Chemical at ICAT Centre - 1, Manesar (Haryana) under Annual Rate Contract on as & when required basis.

Detailed Bill of Quantity (BOQ):

Sr. No	Item Details	Unit	Quantity
1.	Maxtreat-7770 (Scale & Corrosion Inhibitor) Make: Thermax	Kg.	735
2.	Maxtreat-7015 (Polymeric Dispersant & Antifoulant) Make: Thermax	Kg.	280
3.	Maxtreat-CI-5 (Bio dispersant & Corrosion Inhibitor) Make: Thermax	Kg.	105

4.	Maxtreat-617 G (Microbiocidal) Make: Thermax	Kg.	200
5.	Maxtreat-651 (Biocide) Make: Thermax	Kg.	210

Other Technical Terms & Conditions:

- Ø The product specifications and **brand specified, i.e. Thermax** is the only acceptable criteria for consideration. Bids submitted with alternative brands will non-compliant and disqualified for failing to meet the product requirements.
- Ø **Only manufacturers or authorized distributors/dealers of Thermax are eligible to bid for this tender.** Bidders must submit valid documentation in distributorship or dealership along with the bid, particularly if they are not the original manufacturer of the required product.
- Ø The specified quantity is a tentative estimate for procurement **for a period of 01 Year.** ICAT will request materials as needed, typically at intervals of 2 to 4 weeks. The shortlisted L1 bidder is required to deliver the materials within 30 days, following the schedule provided by ICAT.
- Ø Since materials will be supplied on an as-needed basis, payment for the actual materials delivered will be made within 15 days of receipt of defect-free products at the ICAT site. This payment will be contingent upon the submission of a commercial invoice and a valid E-Way Bill (Parts A and B).
- Ø Bidders must submit their pricing for the above requirements with a validity of 180 days from the submission deadline. Please note that ICAT will not accept escalations during the contract period.
- Ø Delivery Terms: The delivery will be on a FOR basis up to the ICAT site. **The L1 bidder will be responsible for the transportation and unloading of materials at the ICAT site.** In case of any query related to technical aspect, please feel free to contact the undersigned:

In case of any query related to technical aspect, please feel free to contact the undersigned:

Contact Person: Mr. Himanshu Maurya

Contact No.: +91- 8527515671

Email Address: himanshu.maurya@icat.in

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process: these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to the conditions provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and a Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकार पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने का तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Res procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance shall be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Additional Terms & Conditions (ATC)

ATC Index		
Sr. No.	Content	Page No.
1.	Annexure – A (Technical Specification & Scope of Work)	2
2.	Annexure – B (Eligibility & Technical Evaluation Criteria)	3-4
3.	Annexure – C (General Terms & Conditions)	5-9
4.	Form – I (Vendor Information Checklist)	10-11
5.	Form – II (Undertaking Regarding Blacklisting/Non-Debarment)	12
6.	Form – III (Declaration Regarding Make in India & Compliance of Rule 144(xi) of GFR 2017)	13
7.	Form – IV (Declaration in Respect of Conflict Interest)	14-17
8.	Form – V (Undertaking)	18

Additional Terms & Conditions (ATC)

Annexure – A

Scope of Supply: Supply of Thermax Make Cooling Water Treatment Chemical at ICAT Centre – 1, Manesar (Haryana) under Annual Rate Contract on as & when requirement basis.

Detailed Bill of Quantity (BOQ):

Sr. No	Item Details	Unit	Quantity
1.	Maxtreat-7770 (Scale & Corrosion Inhibitor) Make: Thermax	Kg.	735
2.	Maxtreat-7015 (Polymeric Dispersant & Antifoulant) Make: Thermax	Kg.	280
3.	Maxtreat-CI-5 (Bio dispersant & Corrosion Inhibitor) Make: Thermax	Kg.	105
4.	Maxtreat-617 G (Microbiocidal) Make: Thermax	Kg.	200
5.	Maxtreat-651 (Biocide) Make: Thermax	Kg.	210

Other Technical Terms & Conditions:

- The product specifications and **brand specified, i.e. Thermax** is the only acceptable criteria for consideration. Bids submitted with alternative brands will be deemed non-compliant and disqualified for failing to meet the product requirements.
- **Only manufacturers or authorized distributors/dealers of Thermax are eligible to bid for this tender.** Bidders must submit valid documentation proving their distributorship or dealership along with the bid, particularly if they are not the original manufacturer of the required product.
- The specified quantity is a tentative estimate for procurement **for a period of 01 Year**. ICAT will request materials as needed, typically at intervals of 2 to 3 months. The shortlisted L1 bidder is required to deliver the materials within 30 days, following the schedule provided by ICAT.
- Since materials will be supplied on an as-needed basis, payment for the actual materials delivered will be made within 15 days of receipt of defect-free products at the ICAT site. This payment will be contingent upon the submission of a commercial invoice and a valid E-Way Bill (Parts A and B).
- Bidders must submit their pricing for the above requirements with a validity of 180 days from the submission deadline. Please note that ICAT will not accept any price escalations during the contract period.
- Delivery Terms: The delivery will be on a FOR basis up to the ICAT site. **The L1 bidder will be responsible for the transportation and unloading of materials at the ICAT site.** In case of any query related to technical aspect, please feel free to contact the undersigned:

In case of any query related to technical aspect, please feel free to contact the undersigned:

Contact Person: Mr. Himanshu Maurya
 Contact No.: +91- 8527515671
 Email Address: himashu.maurya@icat.in

Additional Terms & Conditions (ATC)

Annexure B

Eligibility & Technical Evaluation Criteria

Eligibility Criteria: Following mentions the pre-qualification/eligibility criteria. A bidder participating in the procurement process shall possess the following minimum pre-qualification/eligibility criteria. Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation.

Minimum Eligibility Criteria of the Bidders:

1. Legal Valid Entity: The bidder shall necessarily be a legal valid entity in the form of Proprietary Firm, Partnership Firm, Private Limited Company/ agency (enclose a copy of registration / incorporation certificate with technical bid).
2. Bidder must have PAN & GST (enclose a copy of PAN & GST with technical bid).
3. The product specifications and brand specified in Annexure 'A' are the only acceptable criteria for consideration. Therefore, bidders are requested to submit their proposals for the required brand as specified in Annexure 'A' only. Bids submitted with alternative brands will be deemed non-compliant and disqualified for failing to meet the product requirements.
4. Only manufacturers or authorized distributors/dealers of the required brand (Thermax) are eligible to bid for this tender. Bidders must submit valid documentation proving their distributorship or dealership along with the bid, especially if they are not the original manufacturer of the required product.
5. The Bidders should not have been blacklisted by any Departments/Ministries of the Govt. of India or of any State Government, PSU, or Any Reputed Private Organization/Institution in India. A declaration must be submitted to this effect with the Tender Document.
6. The Bidders should submit authorization certificate.
7. The bidders must submit all pages of ATC with duly stamp & sign as proof of acceptance of all tender terms & conditions.

Bidders to Comply with:

8. Rule 144 (xi) of GFR 2017 regarding restriction on procurement from a bidder of a country which shares land border with India will be liable to rejection (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
9. 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 regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

Note:

- ICAT reserves the right to give preference to the local supplier/MSME/Start-up as per prevailing government notifications and as revised from time to time.

Additional Terms & Conditions (ATC)

- MSE Public Procurement Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/distributors/sole agent/Works contract are excluded from purview of Public Procurement Policy for MSEs Order, 2012.
- It is clarified that relaxation of Prior Turnover and Prior Experience with respect to Micro and Small Enterprises, is subject to meeting of quality and technical specification given in the bid document.
- MSE/Start-up Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.

Bid Rejection Criteria:

- None submission of copy of GST & PAN registration certificate.
- Any deviation requested on tender conditions.
- None Submitting a valid OEM Authorization Certificate.
- None submission of declaration with respect to non-blacklisting
- None submission of complete ATC duly signed & stamped as an acceptance of complete terms and conditions of ATC of GeM Bid.
- Not having minimum qualification criteria mentioned in **“Pre-qualification/Minimum Eligibility Criteria.”**

Bid Evaluation

- Bidder shall comply the **“Pre-qualification/Minimum Eligibility Criteria”** mentioned in **“Annexure C.”**
- Bidders only qualified in the **“Pre-qualification/Minimum Eligibility Criteria”** are eligible for Technical Bid Evaluation.

In Case of any technical query, you are feeling free to contact:

Contact Person: Mr. Himanshu Maurya – PE C1 Department

Contact No.: +91-8527515671 (Mobile)

Email ID: himanshu.maurya@icat.in

Additional Terms & Conditions (ATC)

Annexure – C

General Terms & Conditions

1. The bidder is required to sign each page of each part of this tender document (ATC) for acceptance of terms and conditions and submit along with the bid.
2. ICAT reserves the right to reject any or all the tenders in part in full without assigning any reason thereof.
3. 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.
4. Bid Validity/Price Validity: 180 days from the bid end date.
5. Billing: All bills and accompanying documents should be raised and submitted in original, as per the payment terms and should be accompanied by original copies of duly receipted/certified delivery challan/work progress or completion certificate, as applicable. No payment shall be released against any duplicate bills, work progress report or completion certificate or delivery challan. All applicable taxes such as GST, service tax, works contract tax shall be mentioned separately in the invoice.
6. **Payment Terms: Since materials will be supplied on an as-needed basis**, payment for the actual materials delivered will be made within 15 days of receipt of defect-free products at the ICAT site. This payment will be contingent upon the submission of a commercial invoice and a valid E-Way Bill (Parts A and B).
7. **Delivery/Completion Period:** The specified quantity is a tentative estimate of 01 year under ARC. ICAT will request materials as needed, typically at intervals of 2 to 3 months. The shortlisted L1 bidder is required to deliver the materials within 30 days, following the schedule provided by ICAT.
8. **Liquidity Damages:** If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total ordered value shall be levied subject to a maximum of 10% of the total ordered value
9. **Contract Period: 1 year from the date of GeM PO.**
10. Liquidity Damages/Penalty for Delay: The delivery of the item shall be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work 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.
11. Interested bidders must quote compulsorily for all the service/item as per ATC, else their bid will not be considered for further processing and shall be liable for disqualification without further notice.
12. It is the responsibility of the bidder to supply the material safely to ICAT without any damage. In case of any damage during transit damaged material will not be accepted.
13. Applicable statutory taxes will be deducted at source.
14. Valid E-way Bill: Material needs to be delivered along with valid E-way bill (Part A+ Part B) and within the validity of e-way bill.
15. Delivery Terms: For up to ICAT Site - 1 (Inclusive of Packing, Forwarding, Loading, Insurance, Transportation and Unloading of Equipment at ICAT Site).
16. Billing Address: International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar, Gurgaon- 122050, GST No.: 06AABAN9435G2ZI
17. Submission of Following Documents to ICAT: -
 - Original Commercial Invoice.
 - E-Way Bill (Both Part A & B)

Additional Terms & Conditions (ATC)

- Consignee LR/Transporter Copy
1. Scope of Supply: Supply of Thermax Make Cooling Water Treatment Chemicals at ICAT Centre – 1, Manesar (Haryana)
 2. **Delivery Period: The delivery of Items must be completed within 30 days from the receipt of purchase order.**
 3. Liquidity Damages (LD Clause): The material should be delivered strictly as per the time limits specified in the GEM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
 4. Payment Terms: 100% of the invoice value will be made only after supply and acceptance of material at ICAT, Manesar and No advance will be made.
Submission of Following Documents to ICAT:
 - Original Commercial Invoice.
 - E-Way Bill (Both Part A & B)
 - Consignee LR Copy
 - Test Certificates (If Any)
 5. Delivery/Billing Address: International Centre for Automotive Technology, Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
 6. Sub-contracting is not allowed.
 7. Offer Validity: Offers should be valid for a minimum of One Hundred Eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT, Manesar may ask the bidders to extend the period of validity, if required.
 8. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
 9. Price: The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 10. Qualification Criteria: The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
 11. System of Award of Contract: The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
 12. Product Specification & Compliance Statement: The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
 13. Insurance of Material: Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. ICAT will have the right to reject component/equipment supplied, if it does not comply with the specification at any point of inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.
 14. Delivery Terms: FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of chemicals Up to ICAT Project Site in the Bidder Scope.



Additional Terms & Conditions (ATC)

15. Warranty/Guarantee Period

- The required chemicals that will be supplied under this order must be of the highest quality, brand new, and strictly comply with the specified make. Warranty terms will be as per the manufacturer's specifications (OEM).
- The supplier shall ensure that the required product to be supplied shall be new and free from all defects and faults in material used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and shall perform in full conformity with the specifications.
- If it becomes necessary for the supplier to replace or renew any defective goods of the suppliers under this clause, it should be done within 48 hours, the purchaser may proceed to get the defects remedied from other supplier etc., at the supplier risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defect.
- Replacement under the warranty clause shall be made by the supplier free of all charges at site including freight, insurance, and other incidental charges.

16. Unsatisfactory Performance: The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. The Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

17. Unsatisfactory Performance: The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or posttest period should the same be unsatisfactory and not to the acceptance of ICAT. The Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

18. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.

19. Termination of Contract: If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.

If after issue of second warning letter also performance doesn't satisfy ICAT expectation, then ICAT reserves the right to terminate the work order by giving one-month notice in writing without assigning any further reason whatsoever.

After the contract becomes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained. After the contract comes to an end the vendor will withdraw their service/equipment from ICAT premises within a month. Decision of competent authority of ICAT regarding determining the performance will be final.

Additional Terms & Conditions (ATC)

20. Confidential Information: ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
21. Any Dispute/Difference arising out of or relating to this tender: Matter regarding any dispute shall be referred for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arises under and out of, or in connection with the work, if concluded, shall be referred to the High Court of Haryana or any other court in the District of Gurugram (Haryana).
22. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender.
23. Law of the Republic of India are applicable to this tender.
24. Force Majeure: Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:
Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
25. MSME Exemption Applicability: If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
26. Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for

Additional Terms & Conditions (ATC)

OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

27. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.

**Additional Terms & Conditions (ATC)
Form "I"**

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	Original Copy of Authorization In	

Additional Terms & Conditions (ATC)

	Favour of Bidder From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item (As per format given in Form "VIII").	
12	Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase 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).	
13	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
14	The ATC (Additional Terms and Conditions document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed	
15	Any other information document: Please specify	



Tender Reference No. ICAT/GeM/PE-C1/ARC of Chemicals of CTW/2025-26/373

Additional Terms & Conditions (ATC)

Form "II"

Undertaking Regarding Blacklisting/Non-Debarment

(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:

Additional Terms & Conditions (ATC)

Form "III"

Declaration Regarding Make in India & Compliance of Rule 144 (xi) of GFR 2017

The Bidder is requested to provide the following declarations on their letter duly signed and stamped.

* 1. Declaration regarding Make in India

In line with Government Public Procurement Order No. _____ dt _____, 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/Equiry No. _____

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

* 2. Declaration regarding compliance of Rule 144 (xi) of GFR 2017

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

Authorised Signatory

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

Additional Terms & Conditions (ATC)

Form “IV”

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PE-C1/ARC of Chemicals of CTW/2025-26/373

Tender Detail: Supply of Thermax Make Cooling Water Treatment Chemical at ICAT Centre – 1, Manesar (Haryana) under Annual Rate Contract.

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		
ss	GST No. of Firm		
7	Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)		
	Full Name	DIN	Full Residential Address

Additional Terms & Conditions (ATC)

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.	

Additional Terms & Conditions (ATC)

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 – they are members of a Hindu Undivided Family;

- (1) *they are husband and wife; or*
- (2) *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*



Tender Reference No. ICAT/GeM/PE-C1/ARC of Chemicals of CTW/2025-26/373

Additional Terms & Conditions (ATC)

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



Tender Reference No. ICAT/GeM/PE-C1/ARC of Chemicals of CTW/2025-26/373

Additional Terms & Conditions (ATC)

Form V

Undertaking

(To be submitted Original on the Bidder Letter Head)

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 and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall supply the material & execute the work in accordance with your Tender No. ICAT/GeM/PE-C1/ARC of Chemicals of CTW/2025-26/373, as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

