

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-07-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-07-2026 18:30:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	buyer3.dhi.hr@gembuyer.in
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	MS Containers with C channel and SS Sheet Inner layering (With door/lid) , MS Containers with C channel and SS Sheet Inner layering (Without door/lid)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MS Containers with C channel and SS Sheet Inner layering (Without door/lid)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Mobile Containers For Solid Waste Conforming to IS 12402</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of 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 the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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)
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	MS Containers with C channel and SS Sheet Inner layering (With door/lid)
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	16

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

ICAT  
Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050  
(International Centre For Automotive Technology)

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. 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 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 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 .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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

**2. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online 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 the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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 any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. 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 the [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.

3. 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

## **MS Containers With C Channel And SS Sheet Inner Layering (With Door/lid) ( 2 pieces )**

**(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**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**प्रेषिती/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 Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	60

### MS Containers With C Channel And SS Sheet Inner Layering (Without Door/lid) ( 2 pieces )

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
---	--------------------------

#### 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 Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	60

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

##### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### Detailed Bill of Quantity (BOQ):

Item Description	Material	Quantity
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<p>MS Containers with C channel and SS Sheet Inner layering (Without door/lid)</p> <p>Size: (8' x 5' x 4') Including wheels</p> <p>Material: Mild Steel with C Channel and SS Sheet Inner layering.</p> <p>C Channel: 5 mm</p> <p>MS Sheet: 1.4 mm (For base &amp; all side container walls)</p> <p>Steel Sheet: 1 mm (For container inner layering of all 4 sides of MS wall and base).</p> <p>Iron wheels: 4 Nos. heavy movable for each container.</p> <p>Primer: 2 coats (All inner &amp; outer sides of container).</p> <p>Paint: 2 coats (All inner &amp; outer sides of container).</p>	<b>Mild Steel</b>	<b>2 Nos</b>
<p>MS Containers with C channel and SS Sheet Inner layering (With door/lid)</p> <p>Size: (8' x 5' x 4') Including wheels</p> <p>Material: Mild Steel with C Channel and SS Sheet Inner layering.</p> <p>C Channel: 5 mm</p> <p>MS Sheet: 1.4 mm (For base, all side container walls and door/lid).</p> <p>Steel Sheet: 1mm (For container inner layering of all 4 sides of MS wall, base and door/lid).</p> <p>Iron wheels: 4 Nos. heavy movable for each container.</p> <p>Primer: 2 coats on (All inner &amp; outer sides of container).</p> <p>Paint: 2 coats (All inner &amp; outer sides of container).</p>	<b>Mild Steel</b>	<b>2 Nos</b>

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

Contact Person: Manisha Sharma/Lalit Singh

Contact No.: +91-8587022823/9582706108

Email ID: [manisha.sharma@icat.in](mailto:manisha.sharma@icat.in)/[lalit.kumar@icat.in](mailto:lalit.kumar@icat.in)

## 2. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly

and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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 bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such 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 the 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 the 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 any 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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[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 के साथ 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 प्राधिकारी के पास 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 पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on 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 only 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 of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83



अंतर्राष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र  
**International Centre for Automotive Technology**

अतिरिक्त नियम और शर्तें  
**Additional Terms & Conditions**

**Tender For: Supply of 4 Nos. MS Containers with SS layering**

दस्तावेज़ संख्या: ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83

प्लॉट नंबर – 26, सेक्टर – 3, एचएसआईआईडीसी कार्यालय के पास, आईएमटी मानेसर, गुरुग्राम – 122050

Plot No – 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050

**ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83**  
**सामग्री सूची**

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**ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83**

परिशिष्ट-A/Annexure-A

**विस्तृत तकनीकी विशिष्टता और आपूर्ति का दायरा/Detailed Technical Specification and Scope of Supply**

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for Supply of **4 Nos. MS Containers with preferably SS layering** at ICAT Centre - 1, Manesar (Haryana) in two bid system on GeM Portal from the Bidders in the prescribed preformat for performing, executing and implementing the activity mentioned in this Tender Document.

**Detailed Bill of Quantity (BOQ):**

Sr. No	Item Description	Material	Unit	Quantity
<b>1</b>	MS Containers with C channel and SS Sheet Inner layering (Without door/lid) Size: (8' x 5' x 4') Including wheels Material: Mild Steel with C Channel and SS Sheet Inner layering. C Channel: 5 mm MS Sheet: 1.4 mm (For base & all side container walls) Steel Sheet: 1 mm (For container inner layering of all 4 sides of MS wall and base). Iron wheels: 4 Nos. heavy movable for each container. Primer: 2 coats (All inner & outer sides of container). Paint: 2 coats (All inner & outer sides of container).	<b>Mild Steel</b>	<b>Nos.</b>	<b>2</b>
<b>2</b>	MS Containers with C channel and SS Sheet Inner layering (With door/lid) Size: (8' x 5' x 4') Including wheels Material: Mild Steel with C Channel and SS Sheet Inner layering. C Channel: 5 mm MS Sheet: 1.4 mm (For base, all side container walls and door/lid). Steel Sheet: 1mm (For container inner layering of all 4 sides of MS wall, base and door/lid). Iron wheels: 4 Nos. heavy movable for each container. Primer: 2 coats on (All inner & outer sides of container). Paint: 2 coats (All inner & outer sides of container).	<b>Mild Steel</b>	<b>Nos.</b>	<b>2</b>

**Quantity Required:** As per the Bill of Quantities (BOQ).

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### Other Technical Conditions:

- The bidder is required to submit their quotation strictly in accordance with the tender specifications. Complete technical details, including the brand, specifications, and technical literature highlighting the specifications, must be provided along with the technical bid. A Statement of Compliance, formatted as per the Technical Specification, must be submitted for each item. These compliance statements should be supported by authentic and verifiable documents. Additionally, each page of the bid, including any corrections or modifications, must be duly signed and stamped by the authorized signatory. Non-compliance with these requirements may result in the rejection of the bid.
- The product must be exactly same as described in BOQ. Any Kind of difference like as Material quality and Dimension of the product should not be acceptable.
- **Delivery Period:** The delivery of complete items in all respects must be completed within 60 days of the date of GeM Contract.
- **Insurance of Materials:** All materials must be securely packed to prevent any damage and ensured up to the destination. The delivery of materials should be made directly to ICAT, Manesar. The bidder shall bear all costs associated with the shipping of the equipment to ICAT, Manesar. The bidder shall be solely responsible for ensuring the safe delivery of the goods. ICAT reserves the right to reject any components or equipment that do not meet the specified requirements during the time of inspection/acceptance of delivery. Should any spare part thereof be lost or damaged during transit, the supplier shall promptly provide a replacement at no additional cost for the purchaser.
- **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No.26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122050
- **Delivery Terms:** ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Material as Per Technical Specifications Up to ICAT Project Site in Bidder Scope). Transportation charges will extra at actual.
- **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050 (GST No. 06AABAN9435G2ZI).

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

Contact Person: Manisha Sharma/Lalit Singh

Contact No.: +91-8587022823/9582706108

Email ID: [manisha.sharma@icat.in](mailto:manisha.sharma@icat.in)/[lalit.kumar@icat.in](mailto:lalit.kumar@icat.in)

**Eligibility & Technical Evaluation Criteria**

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

**Pre-qualification/Minimum Eligibility Criteria for the Bidders:**

1. **Legal Valid Entity:** The bidder shall necessarily be a legal valid entity in the form of a proprietary firm, partnership firm, private limited company, or agency (enclose a copy of the registration or incorporation certificate with the technical bid).

**In support of above, the bidder is required to submit the following documents with the technical bid:**

- **Proprietary Firm:** A copy of the registration certificate or any relevant document that proves the establishment and legal validity of the proprietary firm.
- **Partnership Firm:** A copy of the Partnership Deed along with the registration certificate issued by the Registrar of Firms, if applicable.
- **Private Limited Company:** A copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) along with the Memorandum of Association (MOA) and Articles of Association (AOA).
- **Agency:** A copy of the registration certificate or any official document proving the legal validity and registration of the agency under the applicable law (e.g., registration under the Shops and Establishments Act, or other relevant legislation).

**These documents should be enclosed along with the technical bid to demonstrate the legal status of the bidder as a valid entity.**

2. **Signed & Stamped copy of ATC:** Bidders are required to submit the duly stamped & signed copy of this complete ATC towards the acceptance to fulfil the complete technical specification & compliance of this ATC.
3. **It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document.** Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents.
4. Bidders should be India-based.
5. **Warranty:** 01 Years from the date of Delivery.

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6. **Experience:** The bidders should have a minimum of 3 years of Experience in executing MS Container with preferably SS Layering. The bidders should have successfully executed/supplied MS Container preferably with SS Layering to at least 3 different clients to any central government, state government, PSU, autonomous body, or reputable private firm in India during the last 3 years (Please attach such copies of 03 Nos of Purchase Orders).
7. **Turnover:** The Bidder's should have an average annual turnover of INR 20 Lakhs in the last three consecutive financial years [FY 2022-23, 2023-24 & 2024-25 (provisional is also acceptable)]. The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
8. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India. A declaration must be submitted to this effect with the tender document (Form-II attached).
9. Note: Bidder may note that GeM is Capturing and showing the IP address used by the buyer and bidder(s)/Seller(s). Bids submitted from IP address that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.

### **Bidders to Comply with:**

Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>).

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>).

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### Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- It is clarified that prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of work as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

### Bid Rejection Criteria:

- Bidders not having an average turnover of INR 20 lakhs in the last three consecutive financial years. Bidders are required to submit a CA-audited balance sheet, or any other relevant certificate certified by CA indicating the turnover for the last 3 consecutive financial years [FY 2022-23, 2023-24 & 2024-25 (provisional is also acceptable)].
- Not submitting a copy of the GST and PAN registration certificates.
- Any deviation requested on tender conditions.
- It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.

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- Not having minimum qualification criteria mentioned in “Pre-qualification/Minimum Eligibility Criteria i.e. mentioned in Annexure-A & Annexure-B”.
- Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.
- Non submission of ATC duly signed and stamped.
- Non submission of non-blacklisting declaration on company’s letter head.
- Non submission of experience documents as requested i.e. The bidders should have a minimum of 3 years of Experience in executing MS Container with preferably SS Layering. The bidders should have successfully executed/supplied MS Container preferably with SS Layering to at least 3 different clients to any central government, state government, PSU, autonomous body, or reputable private firm in India during the last 3 years (Please attach such copies of 03 Nos of Purchase Orders).

### **Bid Evaluation:**

- The bidder shall comply with the Pre-qualification/Minimum Eligibility Criteria mentioned in “Annexure-A & Annexure-B”
- Only bidders who qualified in the Pre-qualification/Minimum eligibility criteria are eligible for technical bid evaluation.

### **Technical Bid Evaluation Parameters**

- 1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%)** out of **100 Points**. Bidders, who get cut-off marks, will be qualified for next part of evaluation i.e. financial part.
- 1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:
- 1.3 ICAT reserves the right to give preference to the local supplier as per order issued by 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%20une%202020.pdf>)

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<b>Item</b>	<b>Detail Description</b>	<b>Parameter Weight</b>
<b>Legal Valid Entity</b>	The bidder should be a legally valid entity in the form of a firm, Private limited company or agency (enclose a copy of the registration certificate.	10
<b>Technical Capability</b>	Compliance to Technical Specifications as Specified in the “Annexure A” of the Bid Document.	40
<b>Bidder’s Experience</b>	<p><b>Experience (Nos. of years) in making MS Containers preferably with SS layering (In Last 3 Years before bid submission)</b></p> <p>3 Years (Minimum) – 15 Marks                      &gt; 3 up to 5 Years– 20 Marks                      More than 5 Years- 25 Marks</p>	25
<b>Financial Capability</b>	<p><b>Financial Capability (Avg. of last 3 years – [FY 2022-23, 23-24 &amp; 24-25 (Provisional is also acceptable)])</b></p> <p>20 Lakhs (Minimum) - 15 marks                      &gt;20Lakhs up to 50 Lakhs - 20 marks                      &gt;50 Lakhs - 25 marks</p>	25
<b>Grand Total</b>		<b>100</b>

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

Contact Person: Manisha Sharma/Lalit Singh

Contact No.: +91-8587022823/9582706108

Email ID: [manisha.sharma@icat.in](mailto:manisha.sharma@icat.in)/[lalit.kumar@icat.in](mailto:lalit.kumar@icat.in)

**General Terms & Conditions**

1. **Scope of Supply:** 04 Nos of MS Containers with SS layering at ICAT Centre - 1, Manesar (Haryana) as per technical specification given in Annexure "A".
2. **Delivery Period:** Within 60 days from the date of issue of GeM Contract.
3. **Liquidity Damages (LD Clause):** In the event of seller's failure to deliver the goods/equipment as per date/dates specified in the contract, ICAT may deduct from the seller as agreed, Liquidated Damages @ 0.5% of the Contract Sum of the delayed supplies for each week or part of a week for which the delay has occurred, subject to maximum of 10% of the Contract Sum of delayed supplies
4. **Payment Terms:** 100% Payment would be released upon receipt of defect free delivery of material at ICAT Centre-I within the delivery period, upon receipt of valid PBG & receipt of warranty declaration/certificate.
5. **Performance Bank Guarantee (PBG):** Within fourteen [14] days from the date of acceptance of the LoA/GeM Contract, the Successful Bidder shall execute a Performance Bank Guarantee as per Form-V, from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value. The PBG shall be made in INR only.

**The above Bank Guarantee to be issued/endorsed by any branch of Delhi/NCR and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG.**

**Validity of Performance Bank Guarantee:** The Performance Bank Guarantee shall remain valid for 16 Months.

**Failure to Submit Performance Bank Guarantee (PBG):** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder

**Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfill its contractual obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.

**Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded within 30 days following the successful completion of the contract period, specifically upon the expiry of the warranty and support services for the equipment.

**No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG).

6. **Submission of the Following Documents to ICAT at the time of delivery:**

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- Original Tax Invoice
  - E-Way Bill (Both Part A & B)
  - Consignee LR Copy (if applicable)
  - Warranty Document.
7. **Billing Address:** International Centre for Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122050, GST No. 06AABAN9435G2ZI.
  8. **Delivery Address:** International Centre for Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122050, GST No. 06AABAN9435G2ZI.
  9. **Sub-contract:** The supplier shall not assign in whole or in part the obligations to perform under the contract, except with ICAT prior written consent. The supplier shall obtain the consent of ICAT in writing of all subcontracts (if any) to be awarded under the contract which is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
  10. **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 and Manesar may ask the bidders to extend the period of validity, if required.
  11. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
  12. ICAT reserves the right to cancel the tender at any stage without assigning any reason thereof.
  13. **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.
  14. **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

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result in the bid being rejected.

15. **Insurance of Equipment's:** 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 installation/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.

16. **Delivery Terms:** ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Equipment Up to ICAT Project Site in Bidder Scope).

17. **Warranty/Guarantee:** 01 Years from the date of Delivery.

18. **Quality and Compliance:** The supplier shall ensure that all spares supplied are new, free from defects or faults in materials, workmanship, and manufacture, and conform to the highest standards of quality. The equipment shall meet the established and generally accepted industry standards for the materials used and shall perform in full compliance with the specifications provided in the tender.

19. **Defective Goods and Supplier's Obligation:** Should it be necessary for the supplier to replace or renew any defective goods under this clause, the replacement shall be carried out within 48 hours i.e. within the delivery period mentioned in ATC.

20. **Replacement under Warranty Clause:** Any replacement under the warranty provisions shall be carried out by the supplier at no additional cost to the purchaser, including all charges for freight, insurance, and any other incidental expenses associated with the replacement at the site.

21. **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

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explanation to the Bidder, either during the pre and or posttest period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

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

23. **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 specification mentioned in ATC of ICAT within a fortnight then second warning letter will be issued.

If after issue of the second warning letter performance doesn't satisfy ICAT expectations, then ICAT reserves the right to terminate the 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. Decision of competent authority of ICAT regarding determining the performance will be final.

24. **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.

25. **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 arise 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).

26. The tender document is not an offer and is issued with no commitment. ICAT reserves

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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.

**27. Law of the Republic of India are applicable to this tender.**

**28. 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).

**29. System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.

**30. 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.

**31. Relaxation in Prior Turnover and Experience:** The condition of prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not

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to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

**32. 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 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.

**33. 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 product offered 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.

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**Form "I"**

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

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

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11	Original Copy of Authorization In Favor 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 "XIV").	
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	

**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, Gurugram 122051 (Haryana - India)

We hereby 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.....

Authorized Signatory

Date:

ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83

**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 (MII)**

*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/Enquiry No.*

\_\_\_\_\_

*Details of the 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.]"*

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.*

**Additional Terms & Conditions (ATC)**

**Form “IV”  
Declaration In Respect of Conflict of Interest**

Tender No. ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83

Tender Detail: Supply of 04 Nos of MS Containers with SS layering at ICAT Centre-1, Manesar, Haryana.

Sr. No.	Particulars		
1	Name of Firm		
2	Office Address Phone No. Fax No. Email ID		
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID		
4	Type of Firm	Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm (Tick whichever is applicable)	
5	CIN / LLPIN of Firm		
6	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 –

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

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

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

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

**Additional Terms & Conditions (ATC)**

them in a position to have access to information about or influence on the bid of another bidder; or

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

**Additional Terms & Conditions (ATC)**

**Form "V"**

**Format for Performance Bank Guarantee**

(To be executed on non-Judicial stamped paper of an appropriate value)

**WHEREAS** International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 26, Sector - 3, IMT Manesar, Gurugram 122050, has executed a contract on [*Please insert date of execution of Contract*] ("**Contract**") with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to 3% (**three percent**) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the

**Additional Terms & Conditions (ATC)**

provisions have the effect of releasing the surety.

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Contractor's obligations against which this bank guarantee is given, are not completed or fully performed by the Contractor within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Contractor fulfills its obligations under the Contract.

We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

Form "VI"

No Deviation Declaration

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

To,

The Purchase Office,  
International Centre For Automotive Technology  
Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurgaon 122050 (Haryana)

**Sub:** No Deviation Declaration

Dear Sir/ Madam,

This is to certify that, the product (s) quoted items by our firm M/s.....  
.....is as per the given technical specifications in the tender document & there is no deviation in relation to any conditions / requirements specified in the tender document. It is also to declare that all other commercial clauses stipulated in the tender have been carefully seen. I hereby convey the unconditional acceptance of the same.

Signature of Authorized Signatory with Stamp

For M/s \_\_\_\_\_

Signature & company seal

Name Designation

Email

Mobile

No.

**Additional Terms & Conditions (ATC)**

**Form "VII"  
Undertaking For Product Compliance**

(To be submitted Original on Bidder Letter Head)

To,

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

**Sub:** Undertaking for Product Compliance

**Dear Sir/Madam,**

I/We, [Bidder/Seller's Name], hereby undertake that all the products offered in response to the tender fully comply with the specifications mentioned in the tender document. We confirm that the offered products meet the technical requirements, standards, and features outlined in the tender. In case of any deviations, we commit to notifying the buyer and obtaining approval before the delivery of products.

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

Signature of Authorized Signatory: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**Additional Terms & Conditions (ATC)**

**Form "VIII"**

**Undertaking**

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 the material & services in accordance with your Tender/ ATC Document No. ICAT/GeM/Admin/MS Containers for Scrap/2026-27/83 for Supply of 04 Nos of MS Containers with SS layering at ICAT Centre-1, Manesar, Haryana" as per the requirement during the period of contract.

Dated:

Place:

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

Additional Terms & Conditions (ATC)

**Form-IX**

**Undertaking For Non-Subcontracting**  
(To be submitted Original on Bidder Letter Head)

To,

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

**Sub:** Undertaking for non-subcontracting

**Dear Sir/Ma'am,**

I/We, [Bidder/Seller's Name], hereby undertake not to subcontract any aspect of the contract, including the supply and installation, without obtaining prior written consent from the buyer. We understand that failure to seek approval for subcontracting may result in disqualification from the bidding process.

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

Signature of Authorized Signatory: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Seal: \_\_\_\_\_