

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-09-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-09-2026 10:30:00
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	HOD Email id :chitra.hans@nabindia.in Buyer Email id: naeem@icat.in
वस्तु श्रेणी /Item Category	Professional Painting Service - FRP Coating over Cooling Tower GI Pipelines as per ATC; As per ATC; Pipelines
अनुबंध अवधि /Contract Period	1 Month(s) 15 Day(s)
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	Additional Doc 1 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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
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?	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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup 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 अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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

- 1. 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 % (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.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. 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.
4. 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:
- If number of technically qualified bidders are only 2 or 3.
 - If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - 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
 - 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 Bid - [1786446274.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1786446478.pdf](#)

Payment Terms:[1786446493.pdf](#)

Professional Painting Service - FRP Coating Over Cooling Tower GI Pipelines As Per ATC; As Per ATC; Pipelines (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Surface/Items/Objects to be painted	FRP Coating over Cooling Tower GI Pipelines as per ATC
Type of Walls	As per ATC

विवरण/ Specification	मूल्य/ Values
Type of Metallic object to be Painted	Pipelines
Type of Wooden Material to be painted	As per ATC
Type of Plastic product to be painted	As per ATC
Type of Cemented Item to be painted	NA
Type of Glass Item to be painted	NA
Unit of Measurement	Square Feet
Dimensions Type	Length*Width
Approximate Dimensions	As per ATC
Industry where painting Service is required	FRP Coating over Cooling Tower GI Pipelines as per ATC
Type of Paint Service Required	Brush Painting
Type of Paint	Anti-Corrosive Paint
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	Project / Lumpsum Based	Quantity as per the Unit of Measurement selected in the specification : 3500

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

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract

quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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 कार्यवाई 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---

Additional Terms & Conditions (ATC)

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Additional Terms & Conditions (ATC)

अनुलग्नक - ए/Annexure - A

तकनीकी विनिर्देश और कार्य का दायरा/Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “**FRP Coating over Cooling Tower GI Pipelines at terrace of B2 Building**” at ICAT Centre I, Manesar, in two bid system from the Bidders in the prescribed proforma for performing, executing and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. The brief description of Works and the timelines for tenders are summarized in the table below

Detailed Bill of Quantity (BOQ):

Sr. No	Item Description	UOM	Qty.
1	FRP Coating over Cooling Tower GI Pipelines at terrace of B2 Building, ICAT-I. <u>Scope of Work:</u> - Surface Cleaning by Regmar Sandpaper properly. 2MM Layer of Fiber Glass (450GSM of Above). - Double (2) Layer of FRP Coating. - All necessary materials required for complete work will be arranged by bidder. - Arrangement of Labor will be in the scope of bidder.	Sqft.	3500

Other Technical Terms & Conditions:

- Bidders are requested to quote for all the items without fail, or else their offer will be rejected.
- The products quoted are not “**end of life or end of sale products**” as on bid submission date. If in case the support for the product quoted has been stopped/withdrawn till time of delivery of Items, the same will be changed with the superior product at no extra cost. The bidder should quote the products strictly as per the tender specifications. 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.
- Quality of Goods:** The firm will be entirely responsible for the quality of goods/materials supplied. The supplier should replace the rejected/damaged materials within 10 days, failing which penalty will be imposed by the ICAT.

Additional Terms & Conditions (ATC)

5. **Delivery & Execution:** The delivery of items & execution of work mentioned in the tender document, in all respects, should be completed within **45 days** of receipt of purchase order.
6. **Proposal shall be submitted as per conditions laid down in our tender document only, and any conditional proposal will not be considered.**
7. **Subletting of Order:** The firm shall not assign or sublet the order or any part of it or transfer to any other person or party in any manner without having first obtained permission in writing of ICAT, Manesar. The tender is not transferable. Only one tender shall be submitted by the tenderer.
8. **Liquidity Damages:** 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.
9. **Delivery Terms:** FOR ICAT Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Material Up to ICAT Site in Bidder Scope).
10. The bidder should quote the products strictly as per the tender specifications. A Statement of Compliance shall be given against each item in the prescribed format given in the 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 authorised signatory. Failure to comply with this requirement may result in the bid being rejected.
11. **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 material or equipment supplied if they do not comply with the specification at any point of installation or inspection. If any material or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of material or part thereof, as the case may be, at no extra cost.

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

Contact Person: Mr. S L Tiwari – PE C1 Department

Contact No.: +91-9911376565 (Mobile)

Email ID: sarmanlal.tiwari@icat.in

Additional Terms & Conditions (ATC)

अनुलग्नक - बी/ Annexure B

पात्रता और तकनीकी मूल्यांकन मानदंड /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. The Bidders are required to submit the complete Annexure 'A' with duly stamped and signed technical compliance for the technical specifications as therein proof of acceptance of all terms and conditions.
3. 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 during the last 3 years. A declaration must be submitted to this effect with the Tender Document.
4. The bidders must have a facility in India for service support in case of any breakdown that happens during and after the warranty period. (A declaration must be submitted).
5. **Submission of ATC (Additional Terms & Conditions) Document:** Bidders shall mandatorily submit the duly filled, signed, and complete ATC (Additional Terms & Conditions) document, along with all annexures and forms enclosed therein, as part of their bid. Failure to submit a properly completed ATC document shall render the bid non-responsive and subject to outright rejection.

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://assetsbg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-restrictionsunder-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf))
- Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and as revised from time to time regarding bidders' eligibility and preference to make in India

Additional Terms & Conditions (ATC)

(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

- 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:

- **Non-Submission of Statutory Registrations:** Bidders must submit valid copies of their Goods and Services Tax (GST) registration and Permanent Account Number (PAN). Failure to do so shall lead to disqualification.
- **Conditional Bids or Deviations:** Any bid containing deviations, exceptions, conditions, or assumptions from the tender terms and conditions shall be treated as non-responsive and summarily rejected
- **Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
- **IP Address duplication on e-procurement portal:** The online (e-procurement) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.
- **Non-Compliance with Minimum Eligibility Criteria:** Not Compliance with Minimum Eligibility Criteria: Failure to meet or demonstrate conformance to the “Pre-Qualification / Minimum Eligibility Criteria” as specified in the tender document will result in outright rejection of the bid

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

Contact Person: Mr. S L Tiwari – PE C1 Department

Contact No.: +91-9911376565 (Mobile)

Email ID: sarmanlal.tiwari@icat.in

Additional Terms & Conditions (ATC)

अनुलग्नक - सी/Annexure - C

सामान्य नियम और शर्तें / General Terms & Conditions

Scope of Work: FRP Coating over Cooling Tower GI Pipelines at terrace of B2 Building, ICAT-I.

1. **Delivery & Execution:** The delivery of items & execution of work mentioned in the tender document, in all respects, should be completed within **45 days** from the date of award of GeM Contract/PO.
2. **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
3. **Payment Terms:** 100% Payment will be released after completion of work and submission of the original invoice along with valid e-way bill (Part A & B) at ICAT Centre-1.
Submission of Following Documents to ICAT:
 - Original Commercial Invoice.
 - E-Way Bill (Both Part A & B)
 - Consignee LR Copy
 - Test Certificates (If Any)
4. **Delivery/Billing Address:** International Centre for Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
5. Sub-contracting is not allowed.
6. **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.
7. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and need.
8. **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.
9. **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).
10. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
11. **Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. 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.
12. **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

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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.

13. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Material Up to ICAT Project Site in Bidder Scope).
14. **Warranty/Guarantee Period**
 - The items 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.
15. **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. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.
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 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.
17. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
18. **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.

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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.

19. **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.
20. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be refereed 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).
21. 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.
22. Law of the Republic of India are applicable to this tender.
23. **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.
24. **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.
25. **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

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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.

26. 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.

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प्रपत्र - "I"/Form "I"

चेकलिस्ट /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	

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	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 Authorisation In 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	
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 attached "Form"	
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	

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प्रपत्र - "II" /Form "II"

ब्लैक लिस्ट करने/नॉन-डिबारमेंट के संबंध में वचन/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:

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प्रपत्र - "III"/Form "III"

मेक इन इंडिया के संबंध में घोषणा और जीएफआर 2017 के नियम 144 (xi) का अनुपालन
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/Eququiry 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)

प्रपत्र - "IV" /Form "IV"

हितों के टकराव के संबंध में घोषणा/Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PE-C1/FRP Coating/2026-27/208

Tender Detail: FRP Coating over Cooling Tower GI Pipelines at terrace of B2 Building 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

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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,	

Additional Terms & Conditions (ATC)

give names.	
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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. ICAT/GeM/PE-C1/FRP Coating/2026-27/208 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*

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

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प्रपत्र - "V"/ Form "V"

प्रतिज्ञा-पत्र /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/FRP Coating/2026-27/208 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

प्रपत्र - "VI" /Form "VI"

कोई विचलन घोषणा नहीं /No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

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.