



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5803889
Dated/दिनांक : 10-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-02-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-02-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	National Automotive Board
क्रेता ईमेल/Buyer Email	buyer1.dhi.hr@gembuyer.in
Item Category/मद केटेगरी	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Automotive Testing Lab; HVAC; Service Provider
Contract Period/अनुबंध अवधि	5 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1200000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	24500

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Director ICAT

Unit - National Automotive Board (NAB), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051

(International Centre For Automotive Technology)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their 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.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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 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 service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. 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.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

Price Breakup - [1736487802.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Buyer to mention scope of work:[1736487852.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1736487862.pdf](#)

Any other details to be mentioned by buyer for repair work:[1736487872.pdf](#)

Any other details to be mentioned by buyer for repair work:[1736487877.pdf](#)

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Automotive Testing Lab; HVAC; Service Provider (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Premise	Automotive Testing Lab
Type of Item/Product/System to be repaired or Installed	HVAC
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Estimated number of visits as per last year records	7

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Project based requirement (quantity to be kept as 1)	Additional Requirement/अतिरिक्त आवश्यकता
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	<ul style="list-style-type: none">Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

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

1. Generic

OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.

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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---

Additional Terms & Conditions (ATC)

Annexure - A

Detailed Technical Specification and Scope of Work

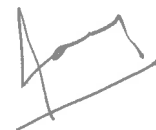
The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “**Supply, Installation, Testing and Commissioning of Exhaust System for ETL-11 In B1 Building at ICAT Centre - 1, Manesar (Haryana)**”.

Detailed Bill of Quantity (BOQ)/Scope of Work (SOW):

Sr. No.	Description of Items	Quantity	Units
1	Dismantling and shifting of existing exhaust system	1	Lot
2	Design, Supply, Erection, Testing and Commissioning of SISW spark proof Centrifugal fan complete with drive mechanism and motor etc. Capacity: 5000 CMH & Static Pressure 350 MM of WG (Make: - Nicotra/Kruger/Shubhawati/Equivalent)	1	Set
3	Installation of 500 MM Butterfly Valve (Supply in scope of ICAT)	1	Nos.
4	Supply, Erection, Testing & Commissioning 500 MM duct including elbow, T, reducer etc. made of 4 mm MS Sheet (IS:2062) including Rockwool insulation and Al Cladding	10	Meter
5	Modification in existing structure for installation of New Fan	1	Nos.
6	Exhaust Duct Connection with Fan Outlet	1	Lot
7	Transportation Charges (Inclusive of Packing, Forwarding, Loading, Transportation of Material, Insurance of Material, Unloading of Material at ICAT Project Site)	1	L/S

The specifications governing the design, manufacture, testing, packaging, and accessories shall be as follows:

- Quantity Required:** 1 Set & 1 Lot with 10 Meters of Duct work.
- Capacity:** 5000CMH & Static Pressure 350MM of WG
- Type -** SISW spark proof Centrifugal fan complete with drive mechanism and motor.
- Warranty/Guarantee:** The above-mentioned Bill of Quantities (BOQ) shall include a minimum on-site comprehensive warranty of **24 Months (2 Years)**, commencing from the date of successful Design, Supply, Installation, Testing, and Commissioning of the SISW spark-proof centrifugal fan, complete with the drive mechanism, motor, and associated components, with a capacity of 5000 CMH and a static pressure of 350 MM WG. The Bidder is required to submit a warranty declaration letter on the Original Equipment Manufacturer (OEM) official letterhead, along with the bidding documents, confirming that the product offered is covered by a **24-Month** warranty on the complete unit and the OEM's standard warranty for the SISW spark-proof centrifugal fan, including the drive mechanism, motor, and all related components.



Additional Terms & Conditions (ATC)

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Additional Terms & Conditions (ATC)

5. **Make of SISW spark proof Centrifugal fan complete with drive mechanism and motor:** - Nicotra/Kruger/Shubhawati/Equivalent.
6. The offered BOQ Items should be manufactured in India.
7. **Intellectual Property Right (IPR):** ICAT alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the technology, the content and the service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by bidder/supplier or any other party relating to the service. This agreement does not convey to bidder/supplier any rights of ownership in or related to the service, the technology or the Intellectual Property Rights owned by ICAT.
8. **Manual:** Dip Chart, Test Reports & Other Documents need to be provided. Operation & Maintenance Manual (two sets each) to be provided.
9. **Installation & Commissioning:** Successful bidder will be responsible for the complete installation of Exhaust System of ETC-11 as per the items mentioned in above BOQ at ICAT, Centre-I, Manesar, Gurugram (Haryana). After Commissioning of work official handover procedure to be done.
10. The Bidder shall be solely responsible for the safe removal, transportation, and disposal of all debris, waste, and rubble arising from the dismantling and relocation of the existing exhaust system at the Project Site. This responsibility shall encompass, but not be limited to, the removal of any debris generated from the installation, modification, or dismantling of the said system, ensuring that no waste material remains at the Site at any time.

11. Mandatory Site Visit:

- Bidders are hereby mandated to conduct a site visit prior to the submission of their tender for the "**Supply, Installation, Testing, and Commissioning of Exhaust System for ETL-11 in B1 Building at ICAT Centre - 1, Manesar (Haryana)**" (hereinafter referred to as "the Project"). The purpose of this site visit is to enable bidders to gain a comprehensive understanding of the physical conditions, scope, and nature of the required works, as well as to familiarize themselves with any site-specific constraints, risks, and requirements that may impact the execution of the Project.
- **Objective of the Site Visit:** The site visit is designed to ensure that bidders possess a clear and accurate understanding of the project environment, potential site-specific challenges, and the conditions necessary for the successful execution of the "**Supply, Installation, Testing, and Commissioning of Exhaust System for ETL-11 in B1 Building at ICAT Centre - 1, Manesar (Haryana)**." This is essential for formulating a precise and competitive bid proposal.

Details of the Site Visit:

Date of Site Visit: 14th January' 2025 to 20th January' 2025

Time of Visit: 10:00 Hrs. to 16:00 Hrs.

- **Post-Visit Clarifications:** Should the bidder require any further clarification or have additional questions concerning the site conditions or the scope of work after the site visit, written queries may be submitted via email to aakash@icat.in and modassir.ahmad@icat.in no later than 23rd January 2025, by 17:00 Hrs. Responses to such queries will be provided in writing to all participating bidders.
- **Acknowledgment of Site Visit:** By submitting a bid, the bidder expressly acknowledges that they have visited the site, have fully acquainted themselves with the site conditions, and are



Additional Terms & Conditions (ATC)

fully aware of all relevant requirements pertaining to the execution of the Project. The bidder further confirms that they have incorporated the site conditions into their tender price and work schedule and shall not claim any additional compensation for site-related factors not previously identified.

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 products quoted must not be classified as "end-of-life" or "end-of-sale" as of the bid submission date. If support for the quoted product is discontinued or withdrawn prior to the product's delivery, the bidder shall replace the quoted product with a superior alternative, at no additional cost to the purchaser.
- **Delivery, Installation, and Commissioning:** The delivery of items, testing, and installation, in all respects, must be completed along with the delivery of warranty documents within **120 Days** from the receipt of the purchase order/NTP.
- **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 installation or inspection. Should any equipment or 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, IMT Manesar, Gurugram - 122050 (Haryana).
- **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Material as Per Technical Specifications Up to ICAT Project Site in Bidder Scope).
- **Billing Address:** International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050 (GST No. 06AABAN9435G2ZI)

For or any technical queries please feel free to contact the undersigned:

Contact Person: Mr. Aakash- PE Department

Contact No.: +91-8505853844 (Mobile)

Email ID: aakash@icat.in

Contact Person: Mr. Modassir Ahmad -PE Department

Contact No. +91-8178047330 (Mobile)

Mail ID: modassir.ahmad@icat.in



Additional Terms & Conditions (ATC)

Annexure B

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 24,500/- (Rupees Twenty-Four Thousand Five Hundred Only) can be submitted in form of DD/Bank Guarantee/ Banker's Cheque drawn in favor of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name "International Centre for Automotive Technology".

Or

Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

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

Or

In place of a Bid security, Bidders can submit Bid securing declaration as per "Form V" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 24,500/- through NEFT/RTGS)

HDFC Bank Details (Saving A/c for transactions in INR Only); -

Beneficiary Name	International Centre for Automotive Technology
Bank Name	HDFC Bank Ltd.
Branch	Plot-K, Sector-2, Manesar-122051 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079

Proof of payment shall be submitted online on GeM portal & original DD/Banker's Cheque/Bank Guarantee/Pay Order should reach at "To, The Purchase Department, International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana).

Key Note's

- *EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).*



Additional Terms & Conditions (ATC)

- *The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.*
- *Cheque/Money Order/Cash shall not be accepted as EMD.*
- *A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.*
- *A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "Form V" will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

EMD should be forfeited in favour of ICAT in case the Bidder: -

- The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity or on submission of false documents/undertaking.
- Without the written consent of ICAT, it has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
- Does not reply to any queries that may be raised after opening of technical/financial bids.
- If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".



Additional Terms & Conditions (ATC)
Annexure C
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. Bidders are required to submit the duly filled and signed technical compliance for the technical specifications given in "Annexure - A".
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. Non-compliance with this condition shall result in the outright rejection of the bid.
4. Bidders should be India-based.
5. **The bidders should have minimum 3 years of Experience in similar nature of work.**
6. The Bidder must have successfully completed similar works or projects within the last three years for at least three (3) distinct clients, including any central government, state government, public sector undertaking (PSU), autonomous body, or private firm in India. The completed works should be relevant to the installation, testing, and commissioning (SITC) of exhaust systems or similar projects. The Bidder shall provide documentary evidence, including work completion certificates or relevant references from the respective clients, to substantiate the experience.



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7. The bidders should have an average annual turnover of **INR 30 Lakhs** in the last three consecutive financial years (**FY 2021-22, 2022-23, and 2023-24**). 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.
9. The bidder must have a facility in **India** for service support in case of any breakdown that happens during and after the warranty period.

Bidders to Comply with:

10. 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>).
11. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, 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 the relaxation of prior **turnover and prior experience** with respect to micro and small enterprises is subject to meeting the quality and technical specifications given in the bid document.

Bid Rejection Criteria:

- The bidder should submit an authorization certificate.
- **Bids without EMD or Non-Submission of Bid Security Declaration Form "Form V" or Non-Submission of valid MSE's/Startup certificate** would be rejected. However, firms that are registered with NSIC or MSE for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.
- Bidders not having an average turnover of **INR 30 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 2021-22, 2022-23, and 2023-24).
- 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



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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.

- Not having minimum qualification criteria mentioned in "Pre-qualification/Minimum Eligibility Criteria."

Bid Evaluation:

- The bidder shall comply with the Pre-qualification/Minimum Eligibility Criteria mentioned in "Annexure C."
- 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 **75 Points (75%)** out of **100 Points**. Bidders, who gets 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:

Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Specifications as Specified in the "Annexure A" of the Bid Document.	40
Service & Operation Support	Local Support (NCR) Within NCR – Min.- 3 Marks Outside NCR & within India – Max.- 5 Marks	5
	Response Time Within 24 Hrs. – Min.- 3 Marks 24 to 48 Hrs. – Max.- 5 Marks	5
	Warranty 2 Years – Min.- 3 Marks Above 2 Years – Max.- 5 Marks	5
Bidder's Past Experience	Experience of Similar Nature of Work Executed 3 Order (Minimum) – 10 Marks > 3 up to 5 Orders – 12 Marks More than 5 Orders – 15 Marks	15
	Experience (No. of years) 3 Years (Min.) – 6 Marks > 3 up to 5 Years– 8 Marks More than 5 Years- 10 Marks	10
Financial Capability	Financial Capability (Avg. of last 3 years – FY 2021-22, 22-23 & 23-24) 30 Lakhs (Minimum) - 10 marks >30 Lakhs up to 40 Lakhs - 15 marks >40 Lakhs - 20 marks	20
Grand Total		100
Qualified (Yes/No)		



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'Similar Nature' is defined as: - Similar Nature of Work for the purpose of this tender shall be defined as the successful execution of projects involving the Supply, Installation, Testing, and Commissioning (SITC) of exhaust systems, or equivalent mechanical ventilation systems, including associated components such as fans, ducts, drive mechanisms, motors, control systems, and related equipment. This shall encompass the design, fabrication, installation, and commissioning of such systems in industrial, commercial, or institutional settings, ensuring compliance with relevant standards, safety regulations, and operational specifications. The work shall include the integration of exhaust systems for ventilation, air handling, or fume extraction purposes, executed within the specified scope of work and applicable technical requirements, and completed to the satisfaction of the client.

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

Contact Person: Mr. Aakash- PE Department

Contact No.: +91-8505853844 (Mobile)

Email ID: aakash@icat.in



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Annexure - D

General Terms & Conditions

1. **Scope of Supply/Work: Supply, Installation, Testing and Commissioning of Exhaust System for ETL-11 in B-1 Building at ICAT, Centre-1, Manesar, Gurugram (Haryana) (As per technical specification/scope of work given in Annexure "A") for Maintenance Purpose at ICAT Centre - 2, Manesar (Haryana).**

2. **Mandatory Site Visit:**

➤ Bidders are hereby mandated to conduct a site visit prior to the submission of their tender for the "Supply, Installation, Testing, and Commissioning of Exhaust System for ETL-11 in B1 Building at ICAT Centre - 1, Manesar (Haryana)" (hereinafter referred to as "the Project"). The purpose of this site visit is to enable bidders to gain a comprehensive understanding of the physical conditions, scope, and nature of the required works, as well as to familiarize themselves with any site-specific constraints, risks, and requirements that may impact the execution of the Project.

➤ **Objective of the Site Visit:** The site visit is designed to ensure that bidders possess a clear and accurate understanding of the project environment, potential site-specific challenges, and the conditions necessary for the successful execution of the "Supply, Installation, Testing, and Commissioning of Exhaust System for ETL-11 in B1 Building at ICAT Centre - 1, Manesar (Haryana)." This is essential for formulating a precise and competitive bid proposal.

Details of the Site Visit:

Date of Site Visit: 14th January' 2025 to 20th January' 2025

Time of Visit: 10:00 Hrs. to 16:00 Hrs.

➤ **Post-Visit Clarifications:** Should the bidder require any further clarification or have additional questions concerning the site conditions or the scope of work after the site visit, written queries may be submitted via email to aakash@icat.in and modassir.ahmad@icat.in no later than **23rd January 2025, by 17:00 Hrs.** Responses to such queries will be provided in writing to all participating bidders.

➤ **Acknowledgment of Site Visit:** By submitting a bid, the bidder expressly acknowledges that they have visited the site, have fully acquainted themselves with the site conditions, and are fully aware of all relevant requirements pertaining to the execution of the Project. The bidder further confirms that they have incorporated the site conditions into their tender price and work schedule and shall not claim any additional compensation for site-related factors not previously identified.

3. **Delivery, Installation & Commissioning:** The delivery of Exhaust System & Accessories and Installation, in all respects, must be completed along with delivery of warranty documents within **120 days** from the date of issue of "NTP (Notice to Proceed)" to the successful Bidder.

4. **Liquidity Damages (LD Clause):** The entire scope of work, as specified in the bid document, should be completed strictly in accordance with the time limits set forth in the GeM purchase/work order. In the event the L1 bidder fails to complete the said activity within the prescribed time frame, the L1 bidder shall be liable to pay an unconditional penalty of 0.5% (half percent) of the total order value for each week of delay, subject to a maximum penalty of 10% (ten percent) of the total order value.



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5. Payment Terms:

5.1 Payment Schedule:

- 60% of the total contract value shall be paid upon successful delivery of the materials.
- 20% of the total contract value shall be paid upon successful installation of the system.
- 20% of the total contract value shall be paid upon successful commissioning of the system.

5.2 Tax Deduction at Source (TDS): TDS as per the Income Tax Act and GST-TDS as applicable shall be deducted from the agency's invoices. The Vendor is required to submit proof of GST compliance in relation to the invoices raised to ICAT Manesar.

5.3 Other Statutory Deductions: All other applicable statutory deductions, including TDS, Labour Cess under GST, and any other deductions as per applicable laws, shall be withheld from the Bills.

5.4 No Escalation Clause: No escalation in the contract value shall be permitted, even in the event of any extension of time.

5.5 Performance Bank Guarantee: Payment shall be made only after the submission of a Performance Bank Guarantee, issued by a nationalized or scheduled bank, for an amount equivalent to 5% of the total contract value. This Performance Bank Guarantee shall remain valid for a period of 24 months (2 years) from the date of satisfactory completion of the entire scope of work.

5.6 Submission of Following Documents to ICAT:

- Original Tax Invoice
- Original Challan
- E-Way Bill (Both Part A & B)
- Consignee LR Copy (if applicable)
- Warranty Guarantee Certificate

6. Billing Address: International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.

7. Project Site: International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051.

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

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. 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.

13. Product Specification & Compliance Statement: The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification,



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technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.

- 14. 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.
- 15. Warranty/Guarantee Clause:**
- 15.1 Warranty Period:** The Bidder shall provide a comprehensive on-site warranty for the entire Exhaust System, including all its components (fans, motors, drive mechanisms, ducts, and associated equipment), for a minimum period of **24 months** from the date of successful commissioning and acceptance of the system by the Client. The warranty shall cover all defects in materials, workmanship, and performance under normal operating conditions.
- 15.2 Scope of Warranty:** The warranty shall include, but not be limited to, the replacement or repair of any defective parts, including the system components, and the rectification of any operational faults arising due to design, manufacturing, or installation defects. The Bidder shall bear the cost of labor, transportation, and materials for the repair or replacement of defective parts during the warranty period.
- 15.3 Guarantee of Performance:** The Exhaust System shall be guaranteed to perform as per the specifications provided in the tender documents. In the event of failure to meet the agreed-upon performance criteria, the Bidder shall, at its own cost, rectify the deficiencies or replace the system or components to meet the required performance standards.
- 15.4 Exclusions:**
The warranty shall not apply to defects or damage arising from:
- Misuse, mishandling, or improper operation of the system by the ICAT.
 - Unauthorized modifications or repairs made by the ICAT or any third party without prior written consent from the successful bidder.
 - Damage due to natural disasters, accidents, or force majeure events.
- 15.5 Post-Warranty Support:** After the warranty period, the Bidder shall provide post-warranty maintenance and support services at mutually agreed-upon terms, including the provision of spare parts, preventive maintenance, and repairs as required.
- 15.6 Warranty Claim Procedure:** The Client shall promptly notify the Bidder of any defects or failures under warranty in writing. The Bidder shall respond within **24 Hrs.** of receiving such notice and shall begin rectifying the defect or failure within a reasonable period not exceeding **15 working days** from the date of notice, unless otherwise agreed.
- 15.7 Performance Security:** The Bidder shall provide a Performance Bank Guarantee, valid for the duration of the warranty period, for an amount equivalent to **5% of the total contract value**, which shall be released only after the successful completion of the warranty period, subject to the satisfactory performance of the Exhaust System.



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- 15.8 Failure to Comply:** In the event the Bidder fails to address any warranty claim within the stipulated time frame, the Client reserves the right to take corrective action at the Bidder's expense, including but not limited to engaging third-party services for repairs, and the associated costs will be deducted from any outstanding payments or the Performance Bank Guarantee.
- 16. Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.
- 17. Performance Bank Guarantee (PBG):**
- 17.1 Performance Bank Guarantee (PBG) Requirement:** The selected Bidder shall, within **15 days** from the date of the Letter of Award (LoA), submit a Performance Bank Guarantee (PBG) in favour of ICAT. The value of the PBG shall be equivalent to **5% of the total order value**. The PBG shall specify the full address of the issuing bank and provide the contact details of the responsible person, including their name, contact number, fax number, and email address.
- 17.2 Validity of Performance Bank Guarantee:** The Performance Bank Guarantee shall remain valid for the entire **warranty period of 24 months (2 years)** from the date of successful commissioning and final acceptance of the Exhaust System by ICAT, or such other period as may be stipulated in the contract, whichever is applicable. The PBG must cover the warranty period, including any extended warranty or support services.
- 17.3 Failure to Submit Performance Bank Guarantee:** 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 without prior notice and to forfeit the Earnest Money Deposit (EMD) submitted by the Bidder. The Bidder shall also be liable for any further legal actions as deemed necessary by ICAT.
- 17.4 Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected Bidder fails to fulfil its contractual obligations during the contract period, including but not limited to failure to complete the project as per the agreed specifications, time frames, or quality standards. ICAT may also invoke the PBG if the Bidder's negligence results in any loss or damage to ICAT, or if the Bidder fails to meet any other agreed-upon terms and conditions of the contract.
- 17.5 Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded to the selected Bidder within **30 days** following the successful completion of the contract period, specifically upon the expiry of the warranty and support services for the equipment, and subject to the satisfactory performance of the Exhaust System and fulfilment of all contractual obligations by the Bidder.
- 17.6 No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG) during the validity period or after its release.



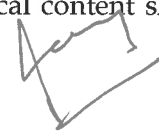
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18. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
19. **Termination of Contract:**
 - 19.1 **Performance Evaluation and Warning Procedure:** In the event the performance of the Vendor is deemed unsatisfactory due to delays in the timely delivery of items or substandard quality of the products delivered, ICAT will issue a **written warning letter** to the Vendor, notifying them of the performance issues. Should the Vendor fail to rectify the delays or quality concerns, and the items are not delivered, or the quality of the delivered products does not meet ICAT's expectations within **fourteen (14) days** from the date of the first warning letter, a **second warning letter** will be issued.
 - 19.2 **Termination After Second Warning:** If, despite the issuance of the second warning letter, the Vendor's performance continues to fall short of ICAT's expectations, ICAT reserves the right to **terminate the work order with one (1) month's written notice** to the Vendor, without assigning any further reasons whatsoever.
 - 19.3 **Consequences of Termination:** Upon termination of the contract, any amount deemed payable to the Vendor (if any) will be forfeited, and no further payments will be made. The Vendor shall have no right to claim any compensation, damages, or further payment after the contract has been terminated.
 - 19.4 **Withdrawal of Services/Equipment:** Following the termination of the contract, the Vendor shall remove all services, equipment, and materials from ICAT's premises within **one (1) month** from the date of termination, at the Vendor's own cost and risk.
 - 19.5 **Final Decision:** The decision of the **competent authority of ICAT** in determining the Vendor's performance and the appropriate course of action, including termination, will be final and binding on the Vendor.
20. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
21. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be referred for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arises under and out of, or in connection with the work, if concluded, shall be referred to the **High Court of Haryana or any other court in the District of Gurugram (Haryana)**.
22. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.
23. Law of the Republic of India are applicable to this tender.
24. **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).



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25. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
26. **Force Majeure Clause:**
- 26.1 **Definition of Force Majeure:** For the purposes of this contract, Force Majeure is defined as any event or cause beyond the control of either the selected Bidder or ICAT, which could not have been reasonably foreseen, or which, despite the exercise of reasonable diligence, could not have been prevented, and which substantially impacts the performance of the contract. Such events may include, but are not limited to:
- **Natural phenomena:** including floods, droughts, earthquakes, epidemics, or other natural disasters.
 - **Acts of Government:** including, but not limited to, war (whether declared or undeclared), priorities, quarantines, embargoes, or other government-imposed restrictions.
 - **Acts of terrorism or public unrest:** including, but not limited to, terrorist attacks, strikes, civil disturbances, or any other form of public unrest in the work area.
 - **Freight Embargo:** including any restrictions or limitations on the transport of goods that prevent or delay the performance of the contract.
- 26.2 **Notification Requirement:** In the event of a Force Majeure occurrence, the affected party (whether Bidder or ICAT) shall notify the other party in writing within ten (10) days of the occurrence of such an event. The notice must detail the nature of the Force Majeure event and its anticipated duration, along with the measures being taken to mitigate its impact on the performance of the contract.
- 26.3 **Exemption from Liability:** Neither the Bidder nor ICAT shall be held liable for any delay or failure in performing their respective obligations under this contract resulting from a Force Majeure event as described above. During the period of Force Majeure, the affected party shall make all reasonable efforts to mitigate the impact of the Force Majeure on the performance of their obligations and resume performance as soon as reasonably possible.
- 26.4 **Duration of Force Majeure:** If the Force Majeure event continues for a period exceeding sixty (60) days, either party shall have the right to terminate the contract by giving written notice to the other party, without further liability except for the payment of due amounts for completed work.
27. **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.
28. **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



Additional Terms & Conditions (ATC)

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.

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



Additional Terms & Conditions (ATC)

Form "I"

Performa 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. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, 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 ~~10%~~ ^{5%} (**ten 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).



Additional Terms & Conditions (ATC)

- (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 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 "II"

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

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



Additional Terms & Conditions (ATC)

	Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	
11	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).	
12	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
13	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	
14	Any other information document: Please specify	



Additional Terms & Conditions (ATC)

Form "III"

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.....



Authorised Signatory

Date:

Additional Terms & Conditions (ATC)

Form "IV"

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/Equiniry 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)

Annexure "V"

Declaration In Lieu of EMD/Bid Security

(To be submitted on the Bidder's Letter Head)

To,
The Director
International Centre For Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar
Gurugram - 122051

Reference: "ICAT/GeM/PE-C1/SITC-ES/2024-25/46, "Supply, Installation, Testing and Commissioning of Exhaust System for ETL-11 in B-1 Building at ICAT, Centre - 1, Manesar, Gurugram (Haryana)"

Sir/Madam,

We, the undersigned, solemnly declare that:

We understand the according to the conditions of this Tender Document, they must be supported by a Bid Securing Declaration In lieu of Bid Security/Earnest Money Deposit (EMD).

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for **1 Year (12 Months)** from the date of opening of this bid if we breach our obligations under the tender conditions if we:

1. Withdrawn/Amend/Impair/Derogate, in any respect, from our bid, within the bid validity or
2. Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a) Refused to or failed to produce original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b) Fail or refuse to sign the contract.

We know that this bid Securing Declaration shall expire if the contract is not awarded to us, upon:

1. Receipt by us for your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of the successful bidder or
2. Forty-Five days after the expiration of the bid validity period or any extension to it.

(Signature with Date)

(Name and Designation)

Duly Authorized to Sign the Bid for and on behalf of (Name & Address of Bidder and Seal of Company)

Date on day of

Place.....



Additional Terms & Conditions (ATC)

Form "VI"

Earnest Money Deposit

[To be executed on the Letter Head of the Bidder]

Date: _____

International Centre for Automotive Technology
Plot - 26, Sector - 3, IMT, Manesar,
Gurugram - 122051.

Re: Tender No. _____

We hereby enclose NEFT/RTGS UTR No. _____, dated _____, for
Indian Rupees _____ Only (to be filled in figures and words both),
drawn on _____, in favour of "International Centre for Automotive
Technology", payable at Manesar, India.

OR

We hereby enclose Earnest Deposit Money Bank Guarantee for Rs. _____ [amount to
be filled in figures and words both] issued by _____ [Name of the Bank], on
_____ [Insert date of issue] valid up to _____



Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)

Form "VII"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PE-C1/SITC-ES/2024-25/46

Tender Detail: Supply, Installation, Testing and Commissioning of Exhaust System for ETL-11 in B-1 Building at ICAT Centre - 1, Manesar, Gurugram (Haryana).

Sr. No.	Particulars		
1	Name of Firm		
2	Office Address Phone No. Fax No. Email ID		
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID		
4	Type of Firm	Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm <i>(Tick whichever is applicable)</i>	
5	CIN / LLPIN of Firm		
6	GST No. of Firm		
7	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)

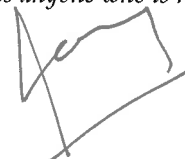
The details of Legal Representative / Agent of the Bidder Firm are as under:

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.	

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;



Additional Terms & Conditions (ATC)

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

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

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

- a) they have proprietor/ partner(s)/ Director(s) in common; or*
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) they have the same legal representative/ agent for purposes of this bid; or*
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/ foreign agent on behalf of only one principal.*
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*



Additional Terms & Conditions (ATC)

- 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



Tender Reference No. ICAT/GeM/PE-C1/SITC-ES/2024-25/46

Dated: 10th January' 2025

Additional Terms & Conditions (ATC)

Form "VIII"

Product Support Declaration

(To be submitted on Bidder Letter Head)

Letter No. _____

Date: _____

To,

The Purchase Officer

International Centre For Automotive Technology

Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram 122051 (Haryana)

Sub: OEM Authorization Letter

Dear Sir,

Ref: Your ATC Reference No: ICAT/GeM/PE-C1/SITC-ES/2024-25/46

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for "Supply, Installation, Testing and Commissioning of Exhaust System for ETL-11 in B-1 Building at ICAT Centre- 1, Manesar, Gurugram (Haryana)".

We affirm that all products included in our bid are **not** classified as end-of-life (EOL) or obsolete as of the date of this submission. These products will remain available and supported for a minimum period of **10 years** from the date of contract award, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

Should you require any additional documentation, clarifications, or further information pertaining to the support and lifespan of the quoted products, we are prepared to provide such details upon request.

We appreciate your consideration of our submission and look forward to the possibility of further collaboration on this project.

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

Additional Terms & Conditions (ATC)
Form "IX"

Declaration and Undertaking from Bidder or OEM
(To be submitted Original on the OEM Letter Head)

Date: _____

To,
The Purchase Office,
International Centre For Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051 (Haryana)

Sub: Undertaking by Original Equipment Manufacturer or Bidder against Tender No ICAT/GeM/PE-C1/SITC-ES/2024-25/46 for **"Supply, Installation, Testing and Commissioning of Exhaust System for ETL-11 in B-1 Building at ICAT Centre - 1, Manesar, Gurugram (Haryana)"**.

Dear Sir/Madam,

I/We, M/s _____ (Name of the OEM/Bidder), having our registered office at _____ (address of the manufacturer), by virtue of being the original equipment manufacturer/supplier for the _____ (Name of the product(s)),

Hereby provide the following confirmation:

1. The Product supplied by us are certified and fully compatible with the offered solution.
2. The Product's supplied and available are not classified as End-of-Life (EOL) or End-of-Sale (EOS) for a period of 10 years from the date of acceptance. If any part is found to be End-of-Life after installation, we undertake full responsibility to replace the part(s) with newer, fully compatible components and to implement the replacement at no additional cost to the International Centre for Automotive Technology (ICAT) during the warranty period of three (2) years (24 Months).

The undersigned is duly authorized to issue this undertaking on behalf of M/s _____ (Name of the OEM/Bidder).

For M/s _____ (Name of the OEM/Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:





Tender Reference No. ICAT/GeM/PE-C1/SITC-ES/2024-25/46

Dated: 10th January' 2025

Additional Terms & Conditions (ATC)

Form "X"

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 122051 (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 "XI"

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 122051 (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 "XII"
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/PE-C1/SITC-ES/2024-25/46 as per the requirement during the period of contract.



Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

Form "XIII"
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 122051 (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: _____

