



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5986893  
Dated/दिनांक : 22-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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
क्रैता ईमेल/Buyer Email	buyer4.dhi.hr@gembuyer.in
Total Quantity/कुल मात्रा	5
Item Category/मद केटेगरी	STIC of high-speed offboard cameras
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Supply, Installation, Testing & Commissioning of high speed offboard cameras
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>• Video Conferencing Camera / Web Camera</li></ul>
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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**Bid Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	80 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	500000

**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).	26

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी 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 :**

Sr. Manager

International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050  
(Shubhanshu Satsangi)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents

submitted.

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

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### STIC Of High-speed Offboard Cameras ( 5 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	5	84

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

##### 1. Generic

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

## 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.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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---**

# **International Centre for Automotive Technology**

## **Additional Terms & Conditions (ATC) for Supply, Installation, Testing & Commissioning of high-speed offboard cameras for PSL at ICAT Centre- II, Manesar, Haryana**

**Tender No. ICAT/GEM/PSL/HSOC/2024-25/235**

International Centre for Automotive Technology  
Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India  
Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: [purchase@icat.in](mailto:purchase@icat.in), Website [www.icat.in](http://www.icat.in)

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**TENDER NOTICE**

**Subject: SITC of high-speed offboard cameras for Test Facility in PSL at Centre-II**

Sir/Madam,

The International Centre for Automotive Technology (ICAT) under Ministry of Heavy Industries, Government of India, invites tenders 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.

1.	Scope of supply	<b>Supply, Installation, Testing &amp; Commissioning of high-speed offboard cameras for PSL at ICAT Centre- II, Manesar, Haryana</b>
2.	Earnest Money Deposit	<p>INR 5,00,000/- (Rupees Five Lakhs only) in form of DD/NEFT/Bank Guarantee (format as per Annexure IX of this ATC)/Banker’s Cheque in favor of “International Centre for Automotive Technology”, payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch at Delhi/NCR of Indian Scheduled bank and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. &amp; e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).</p> <p style="text-align: center;">OR</p> <p>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. <i>(The certificate should be valid for at least 6 months from the date of submission of bids).</i></p> <p><b>Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.</b></p>

In place of a Bid security, Bidders can submit Bid securing declaration as per Annexure X 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.

3.

Delivery Period including I&C

Within 12 weeks after issue of PO

**Bidders must comply to the provision of:**

- a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 5 under Annexure VIII**)  
<https://doe.gov.in/files/procurement-policy-division/Amendment to Rule 144 xi of the GFRs 2017.pdf>
- b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 4 under Annexure VIII**)  
<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

**ICAT Bank Details for NEFT/RTGS (incase any bidder deposits the EMD of Rs. 5,00,000 /- 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-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079

## ELIGIBILITY CRITERIA

The bidder shall be a legally valid entity either in the form of Proprietary firm, Partnership firm, or Private Limited Company which are registered in India (enclose a copy of the registration or incorporation certificate with the technical bid).

The bidder is the company which is designing, manufacturing, sourcing, supplying and executing the project under this tender. ICAT would interact only with this bidder in terms of entertaining the bidder for tender document clarifications, evaluation and considering for selection, award of contract and the subsequent execution of the contract.

The bidder shall explicitly commit, in the form indicated in brackets, to:

- taking the responsibility over the final performances of the equipment installed, and the compliancy with the requirements of the tender
- offering the same conditions of Warranty and Service Support for all the equipment supplied under its Offer, as per the requirements appearing in this tender
- remaining as the main contact point for ICAT for all design, implementation and service support actions.

In case the bidder authorizes its representative to interact with ICAT, an authorization letter will be submitted by the bidder nominating its representative.

A bidder cannot submit more than one bid.

*The bidder should fulfill the following eligibility criteria:*

1. **Bidder's Experience:** Bidder should have a minimum 3 years of experience in supply of high-speed cameras.
2. **Previous PO/WO:** The bidder should have successfully supplied and installed at least 2 projects w.r.t. high-speed cameras, during last five years.

The bidder shall submit a proof of such a business, clearly showing the technical specification as per Annexure III.

3. **References:** The Bidder is requested to provide at least two references w.r.t. supply and installation of high-speed cameras, during last five years. These are to be included in Annexure XIII.
4. **Bidder's Organization and Company Profile:** Bidder is required to provide the information about Bidder's Organization, Company Profile and Technical Partners".
5. **Financial Capability:** The bidder must have average annual turnover of at least 3 crores over the last three FY's (2021-22, 2022-23 and 2023-24). Bidder must enclose relevant documents with technical bid i.e. financial statement / certificate duly signed and stamped from authorized Chartered Accountant with UDIN no.
6. Bidders should not have been blacklisted by any departments or ministries of the government. of India or of any state government, PSU, or any disputed private organization or institution in India. A declaration must be submitted to this effect with the tender document.
7. Bidder must comply to the provision of:

- a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time.  
([https://doe.gov.in/files/procurement-policy-division/Amendment\\_to\\_Rule\\_144\\_xi\\_of\\_the\\_GFRs\\_2017.pdf](https://doe.gov.in/files/procurement-policy-division/Amendment_to_Rule_144_xi_of_the_GFRs_2017.pdf))
- b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time.  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

**Note:** In case of any deviation with respect to our tender conditions, the same to filled in deviation form by the bidders as per Annexure-XIV

## **INSTRUCTION TO BIDDERS**

1. The Bidder must ensure that he meets all the requirements spelt in “Annexure II – ELIGIBILITY CRITERIA”
2. The bidders are expected to carefully examine all the contents of Tender Document including all instructions, eligibility criteria, evaluation parameters, forms, terms & conditions and specifications etc. and take them fully into account before submitting their bid. Failure to comply with the requirements as detailed in these documents shall be at the bidder’s own risk.
3. While all efforts have been made to avoid errors in the drafting of the Tender Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the Tender Document shall be entertained.
4. The products quoted are not “end-of-life or end-of-sale products” as of the bid submission date. If the support for the product quoted has been stopped or withdrawn until the time of warranty of product, the same will be changed with the superior product at no extra cost.
5. The bidder is requested to submit their bid, only if they consider themselves eligible as per the eligibility criteria laid down in this tender and having supporting documents.
6. Each of the Bid documents (i.e. ATC) should be stamped and signed by the person or persons submitting the Bid in token of his/their having acquainted himself/ themselves with the Tender Documents in entirety including all the Annexures. Any Bid not complying with the terms and conditions as set out in this Tender Document and/or not signed by authorised person may be rejected at the discretion of ICAT
7. Failure to furnish information required in the document or submission of a tender not substantially responsive to the document in every respect will result in rejection of the tender.
8. Offers made with conditions like “subject to execution” or “taxes are applicable” or such other vague conditions are likely to be ignored. Hence specific mention of conditions in the quotations must be ensured.
9. Loading/Unloading in the scope of supplier.
10. The Bidder shall abide by all terms & conditions of ICAT, Manesar. No other terms & conditions of the bidder are binding on ICAT, Manesar.
11. Bidders are advised to incorporate each and every cost in their price bid as per requirement laid down in this document. Addition/ Change request with respect to cost/ any condition after opening of bids will not be considered

### **12. Submission of Bids:**

Bidders are invited to submit their e-bids through GeM under 2 bid system along with necessary

supporting documents.

A. **TECHNICAL BID** shall contain the following:

- i) Tender Document along with all supporting documents as asked in the tender document. Each document shall be duly signed and stamped.
- ii) The supplier is required to supply high speed cameras as per the specifications below.

**Scope of Supply Details**

Description	Quantity	Delivery Location	Target Completion period from the date of award of Purchase Order/LOI
Supply, Installation, Testing & Commissioning of high-speed offboard cameras for PSL	5 No.	ICAT Centre- II	12 weeks

**Technical Specifications for High speed cameras:**

The bidder should quote the product strictly as per the tender specifications. Complete technical details, along with the brand, specification, technical literature, etc., highlighting the specifications, must be supplied along with the technical bid.

**Objective:**

To procure **high-speed cameras for Crash, Sled & pedestrian testing** in PSL. The equipment will be used for capturing the slow-motion color videos (high speed videography) during the testing & for offboard application.

Sl. No	Parameters	Technical Specifications / Features
1)	<b>Purpose /Application</b>	To capture the high-speed videography during crash, SLED, Pedestrian, Airbag testing (Offboard Cameras).
2)	<b>Frame rates at different pixel</b>	1920*1080 (min) @ 2000 fps 640*360 (min) @ 4000 fps
3)	<b>Sensor type</b>	Digital CMOS Sensor
4)	<b>Pixel Size</b>	20 µm × 20 µm (micrometer) or smaller
5)	<b>Recording</b>	Min 6 seconds at 1000 fps
6)	<b>Internal memory</b>	Internal memory (min 16GB)
7)	<b>Bit Depth</b>	36-bit Color or higher
8)	<b>shutter</b>	Global electronic shutter with 10 microseconds or better
9)	<b>Data backup</b>	No loss of data in case of power failure
10)	<b>Shock</b>	Shock proof (up to 10g)
11)	<b>Lens Mount</b>	F mount and F to C type converter
12)	<b>Triggering</b>	Trigger synchronization with existing facility cameras

Sl. No	Parameters	Technical Specifications / Features
13)	<b>Offboard camera application</b>	All wiring & accessories for the operation of cameras
14)	<b>Networking</b>	Networking of cables for cameras operations at different locations & sync. With the laptop at control room
15)	<b>Onboard camera control</b>	Onboard camera controls using monitor for standalone operations of cameras without laptop like (live, white balance & all software operations)
16)	<b>Operating Temperature</b>	0°C to 50°C
17)	<b>Input</b>	Trigger (TTL/Switch), sync, ready, event, IRIG
18)	<b>Output</b>	Trigger, sync, ready, rec, exposure
19)	<b>Communication mode</b>	Using wires (Fast Gigabit Ethernet Interface preferred)
20)	<b>Internal fan for Cooling</b>	At least 1 no.
21)	<b>Software</b>	<ul style="list-style-type: none"> <li>• Separate laptop with adequate Software support for min. 5 years.</li> <li>• Able to convert raw files to different video formats (TIFF, JPEG, RAW, AVI, WMV, MOV, MPEG etc.) at different frame rates with customizes header &amp; footer option.</li> <li>• Lifetime software license support.</li> <li>• The camera control software should have basic image processing tools like brightness, contrast, and gamma. The camera control software should assist the user in focusing of image. The camera control software should display the record parameters like frame rate, resolution, record duration, trigger mode, shutter speed, camera heating warning etc. before recording. The camera control software should be capable of letting the user review/crop recorded video before saving.</li> </ul>
22)	<b>Accessories</b>	<ul style="list-style-type: none"> <li>• 17-35mm lens with variable exposure &amp; focus range. (F type)-2 no's</li> <li>• 24-70mm lens with variable exposure &amp; focus range. (F type)-2 no's</li> <li>• 80-200mm lens with variable exposure &amp; focus range. (F type)-1 no.</li> </ul> <p><i>Note: Focal length can be +/- 5mm</i></p> <ul style="list-style-type: none"> <li>• Wiring length of min. 5 meters</li> <li>• Professional medium case tripods (5 no's).</li> <li>• Geared Head Tripod mounts for fine adjustments (5 no's).</li> <li>• Quick release mounting for each tripod &amp; camera</li> <li>• Transport hard case for cameras.</li> </ul>
23)	<b>Power input</b>	100-240VAC
24)	<b>Warranty</b>	At least 2 years from the date of final acceptance.
25)	<b>Technical Support</b>	<ul style="list-style-type: none"> <li>• The supplier is required to have a service support set up in India and shall be responsible for the service support for the equipment's supplied.</li> <li>• The supplier shall provide online support by via phone or via remote desktop sharing or via engineer visit.</li> <li>• If technical support is resolved over online support, then engineer visit is not required. However, if not resolved, application engineer shall visit at earliest.</li> <li>• In case of any breakdown, dispatch responsibility of faulty part/item will be of OEM/ Indian representative.</li> </ul>

Sl. No	Parameters	Technical Specifications / Features
26)	<b>General Requirements</b>	<ul style="list-style-type: none"> <li>• Representative details including company address and email ID shall be submitted for all the equipment.</li> <li>• The service manual indicating maintenance and operation of all critical parts shall be submitted.</li> <li>• A preventive maintenance plan for all critical equipment shall be proposed in the manual.</li> <li>• The license to software shall be floating so that it can be used on backup PC in case of emergency.</li> <li>• Camera's manual in English (hard copy/soft copy)</li> <li>• Any protection/isolation devices deemed necessary shall be included.</li> </ul>
27)	<b>Installation, Training &amp; Live Demo</b>	<ul style="list-style-type: none"> <li>• <b>Installation:</b> Supplier is responsible for the complete installation of the equipment at ICAT, ensuring proper function and integration with existing systems.</li> <li>• <b>Training:</b> Comprehensive training should be provided to ICAT personnel on the operation &amp; maintenance.</li> <li>• <b>Live Demo:</b> Shortlisted bidder must give live demo of the camera before delivery.</li> </ul>
28)	<b>Installation and commissioning training</b>	<ul style="list-style-type: none"> <li>• During Acceptance of the facilities at ICAT, ICAT team irrespective of number of persons shall be trained on the job. This shall include:</li> <li>• Operational training with basics and functioning of the system, camera tracking, software functions, system functions, operation and trouble shooting.</li> <li>• Wiring diagram of ethernet cables &amp; trigger cables for better understanding.</li> <li>• Maintenance training for maintenance of the system and Utilities interface.</li> </ul>

## **B. FINANCIAL BID**

- i. The Bidders shall quote for the entire Works such that the total contract value covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this Tender Document including but not limited to matters in respect of the delivery up to site, insurance, freight costs, interface management, detailed design, detailing, coordination, value engineering, specialist system procurement, provision, erection and/or installation, testing, commissioning, documentation, training, defects remediation and related works.
- ii. The prices shall be quoted F.O.R - Manesar (Gurugram) in Indian Rupees. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail.



### 13. Payment Terms:

- 30% of the total contract price may be paid in advance against submission of Advance Bank Guarantee of 110% of the total advance value valid till the delivery period. Simple Interest of 10% per annum shall be charged on advance payment by ICAT from the date of issue of advance payment.
- 30% of the total contract price shall be paid within fifteen [15] days from the receipt of equipment at site, in good condition.

OR

- In case, supplier will not take advance payment, 60 % of the total contract price shall be paid within fifteen [15] days from the receipt of equipment at site, in good condition.
- 40% of the total contract price shall be paid after supply of Cameras with complete installation, commissioning & final acceptance test.

**Note: Above payments will be released by ICAT only after receipt of PBG @5% of the contract value within 15 days from the issue of LOI/contract/PO as per clause no. 19.1 of this ATC and confirmation of above payment milestones. Further the payment mentioned above are subject to deduction of all statutory taxes i.e. TDS, WCT, GST, Service Tax etc. as applicable.**

Submission of Following Documents to ICAT:

- Original Tax Invoice
- Original Challan
- E-Way Bill (Both Part A & B)
- Consignee LR Copy
- Warranty Guarantee Certificate of OEM
- Test Certificates (If Any)

14. ICAT does not bind itself to accept the lowest tender/bid and reserves the right to reject or accept any or all the tenders/bids received without assigning any reason whatsoever.
15. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the bidder/bidders who resort to canvassing will be liable for rejection on that ground alone.
16. The bidder(s) must declare in writing that neither he nor any of their Directors/Partners are in anyway related to any officer in the ICAT as per format given in Declaration 1 under Annexure VIII.
17. EMD shall be forfeited in favor of ICAT in case the Bidder:
  - 17.1 Without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
  - 17.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid.
  - 17.3 Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
  - 17.4 Does not reply to any queries that may be raised after opening of technical/financial bids.
  - 17.5 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".

18. The validity period of the bids shall be 120 days from the date of submission of bids. This period may be extended suitably. In case of the extension of the Bid validity period, the validity of the Earnest Money Deposit shall be extended for a further period.

## 19. Bid Evaluation Process

The bidding evaluation process will be as follows:

### A. Technical Bid Opening:

a) Technical bids shall be opened virtually through GeM. After opening of the technical bids, the same will be forwarded to the concerned technical committee for evaluation of the bids.

### B. Technical Bid Evaluation

- a) During the technical bid evaluation process, ICAT may ask clarifications to the bidder through E-mail/ Fax, for confirming and consolidating their technical offers.
- b) All such clarifications are required to be answered by the bidder by E-mail/Fax, within the time specified by ICAT. The signed copies of the same need to be uploaded on GeM and shall be deemed to be part of the tender documents.
- c) All valid bids shall be evaluated to arrive at Technical Score and the technically qualified bids shall be determined, as specified in “Annexure XV - Evaluation Parameters”.

### C. Financial Bid Opening

- a) The Financial Bids of all the technically qualified Bidders shall be opened on GeM virtually.
- b) No Bidder shall be allowed to propose/carry out any revision / correction / modification in his Price Bid offer. Only ICAT can ask for such revisions from all, in view of the boundary conditions like change in the scope of supply etc. during the technical bid evaluation period.
- c) No bidder shall contact ICAT on any matter relating to their tender during the whole tendering process i.e. from submission of bids to award of work. If the bidder wishes to bring additional information to the notice of the ICAT, shall be done in writing. However, all bidders are strictly advised to furnish all material information in the tender/ bid itself via a separate document.
- d) Any effort by a bidder to influence ICAT in its decision on tender evaluation, tender comparison or purchase order decision will result in rejection of the bidder.

### D. Determination of the Successful Bidder

- a) The Lowest financial bid of the technically qualified bids shall be deemed as the successful Bidder (“**Successful Bidder**”).
- b) In case, the Financial Bid offered by such Bidders are equal, then the Successful Bidder shall be determined by GeM on random basis.
- c) However, ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases.

## **20. PERFORMANCE AND ADVANCE BANK GUARANTEE**

- 20.1 Within **fifteen** [15] days from the date of acceptance of the LoA/contract on GeM, the Successful Bidder shall execute a Performance Bank Guarantee as per Annexure XI, from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value, which shall be kept valid for the entire period of warranty. The PBG shall be made in INR only.
- 20.2 The Advance Bank Guarantee submitted against advance payment as per payment terms shall be valid till the receipt of material at ICAT.
- 20.3 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to discharge their contractual obligations during the warranty period.
- 20.4 The above Bank Guarantee to be issued/endorsed by any branch of Delhi/NCR and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG.
- 20.5 Performance Bank Guarantee shall be refunded within 30 days of the successful completion of Warranty Period of equipment.
- 20.6 No interest will be paid by ICAT on the amount of Performance Bank Guarantee (PBG)
21. ICAT reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time, prior to award of work without assigning any reasons for such acceptance/rejection without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the ICAT's action.
22. ICAT will award the contract to the successful bidder determined to be in conformity with the tendering document and who has offered the best - lowest bid, within the prescribed validity period of the tender.
23. **Pre-delivery Inspection: Not Applicable**

The Bidder shall propose pre-acceptance protocol for the elements to be supplied. Pre-Delivery Inspection (PDI) shall be performed at Bidder's cost in the presence of ICAT representatives. These tests shall be carried out at the supplier's premises for at-least 2 days by at-least two ICAT officials. The expenses should include travelling (Air fare of economy class), boarding & lodging, DA (as per ICAT policy and same shall be informed to the successful bidder at the time of pre acceptance) per person for the expected days of stay and incidental costs.

The break-up of such expenses per person related to PDI shall be submitted to ICAT, separately in the financial bid envelop.

The Bidder shall also propose a complete and detailed protocol for the on-site Final Acceptance.

24. **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.
25. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder equipment(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) / equipment(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. The Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

- 26. Termination of Contract:** If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.
- If after issue of second warning letter also performance doesn't satisfy ICAT expectation or product not delivered, 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.
- 27. 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.
- 28. 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).
- 29.** 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.
- 30.** Law of the Republic of India are applicable to this tender.
- 31. 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
- 32.** In case the tender document submitted by the bidder, has deviations from the specifications or terms and conditions prescribed in this tender, the bidder shall describe them separately and prominently as per Annexure XIV, ICAT reserves the right to reject the tender having deviations from the prescribed terms and conditions.
- 33.** It will be the sole responsibility of the bidder alone to execute the entire contract awarded to them.
- 34.** Prior to the submission of the tender, the bidder's authorized representative shall personally inspect the premises of ICAT, Manesar at their own cost and under prior intimation. This is necessary to enable the bidder to gather all the information, to prepare the tender accurately after taking into consideration all the relevant factors. Submission of the tender will, therefore, be considered as

meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.

35. The bidder will submit the undertaking that they are fully acquainted with terms, clauses and conditions, specification, circumstances and the suppliers under which the services are required against the contract.
36. The Courts of India at Gurugram will have exclusive jurisdiction to determine any unresolved dispute(s) with respect to this contract.
37. The bidder shall not be allowed to sub-contract any part of the contract without the prior consent of ICAT, Manesar. If such consent is given, this shall not relieve the bidder from any liability or obligation under the contract and they shall be responsible of the acts/ defaults and negligence of any such unauthorized engagement of sub-contractors, his agents or workmen as if they were the acts, defaults or neglects of the bidder, agents or workmen.
38. Restrictions on procurement from a bidder of a country which shares land border with India
  - Bidders to comply with Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020.  
(<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf> )
39. In case of any ambiguity/dispute in the interpretation of any of the clauses/ terms and conditions Director, ICAT's interpretation of the clauses/ terms and conditions shall be final binding on all the parties. The jurisdiction of arbitration shall be Manesar.
40. Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other terms and conditions of this tender, the decision of the ICAT, Manesar shall be final and binding in this regard.
41. **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.

## Special Conditions of Contract

The table below provides Special Conditions of Contract for this Tender Document. The following clauses under this Special Conditions of Contract (SCC) complements to the corresponding clauses in the Tender. Whenever there is a conflict, the provisions herein shall prevail over those in the tender.

Item	Data
Terms of Payment	As per clause 12 of Annexure III
Payment Schedule	As per clause 12 of Annexure III
Warranty Period, counted from Acceptance	2-year onsite warranty includes of parts
Liquidity Damages	In the event of seller's failure to deliver the goods/equipment as per date/dates specified in the contract, ICAT may deduct from the seller as agreed, Liquidated Damages @ 0.5% of the Contract Sum of the delayed supplies for each week or part of a week for which the delay has occurred, subject to maximum of 10% of the Contract Sum of delayed supplies.
Performance Bank Guarantee (PBG)	Within fifteen [15] days from the date of acceptance of the Lol/PO, the Successful Bidder shall execute a Performance Bank Guarantee (format of PBG shall be as per Annexure XI of this ATC), from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value to cover the delivery period as well as warranty period. The PBG shall be made in INR only.
Address For Recipient's Communications	Purchase Department International Centre for Automotive Technology Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon- 122050
Limit on Percentage of Subcontractor's part	NA
Method of Bid Evaluation	Segregated

**VENDOR INFORMATION FORM (VIF)**

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

(Seal of Organization & Signature of Authorized Signatory)

Date

**CHECKLIST FOR MINIMUM ELIGIBILITY CRITERIA**

<b>Sl. No</b>	<b>Information Sought</b>	<b>Type of Proof</b>	<b>Page No. of the bid doc.</b>
1.	Date of Establishment/Incorporation		
2.	Company Status (Prop. /Partnership/Pvt. Ltd. Co./Public Limited Co./PSU/Govt)		
3.	PAN No. of the firm (Enclose self-attested photocopy)		
4.	GST Registration No. (Please enclose self-attested photocopy of certificate)		
5.	Proof of Experience as per Annexure II		
6.	Proof of Turnover for the last three financial years 2021-22 ,2022-23 & 2023-24 as per Sr. no. 5 of Annexure-II		
7.	Proof of References as per Sr. no. 3 of Annexure-II		
8.	Self-attested photocopies of Income Tax Return (I.T.R) for the last 3 years (i.e. 2021-22, 2022-23 & 2023-24)		
9.	Declarations and undertaking to be submitted as per Annexure VIII & XII		

Signature of the authorized person

Name:

Seal:

Date:

Place:



**ACCEPTANCE FROM THE BIDDER**

I have gone through the terms and conditions of the tender documents and the same acceptable to us. I have given the price bid/ tender after confirming the nature of work in ICAT, Manesar.

Place:

Signature:

Date:

Name of the Proprietor:

Seal:

**Enclosures:**

Copies of the documents duly signed & stamped tick marked as ( ) hereunder, have been attached:

- ( ) 1. ICAT's Tender Document duly signed & stamped
- ( ) 2. Undertaking as per Annexure XII.
- ( ) 3. Declaration 1, 2, 3,4 & 5 as per Annexure-VIII.
- ( ) 4. Copy of three years latest Income Tax Return/ Clearance Certificate.
- ( ) 5. Financial Bid.
- ( ) 6. Any other document which has been missed as per tender requirement. (Please Specify).

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

**DECLARATION -1**

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the International Centre for Automotive Technology (ICAT).

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION -2**

We hereby declare that we have not stipulated any extra condition along with the Part-II (COMMERCIAL BID) of the tender and the terms and conditions in Part I and Part II of the tender shall prevail under all circumstances.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION-3**

I/We having our office as mentioned below and declare that I/we have never been blacklisted/De-registered/debarred by any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization/Institution in India, for which we have executed/undertaken the works/services during the last 3 Years

Signature :

Name :

Designation :

Name of the Bidder :

Address of the Bidder :

Date :

Place :

### **DECLARATION-4**

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum local content (\_\_\_\_\_% ) as defined in above orders against Tender/Enquiry No. \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

### **DECLARATION-5**

(Declaration regarding compliance of Rule 144 (xi) of GFR 2017)

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

Authorized Signatory

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

***Earnest Money Deposit (EMD)***  
**(To be executed on non-Judicial stamped paper of an appropriate value)**

To,

The International Centre for Automotive Technology  
Plot No. 26, Sector – 3,  
IMT, Manesar,  
Gurgaon,

Dear Sirs,

**WHEREAS**

(hereinafter called the “Bidder”) has submitted their offer dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the “Bid”) against the buyer’s request for Tender No. \_\_\_\_\_ KNOW ALL MEN by these presents that we \_\_\_\_\_ having our registered office at \_\_\_\_\_

\_\_\_\_\_ are bound onto International Centre for Automotive Technology having its office at Plot No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the “Buyer”) for the sum of Rs. \_\_\_\_\_ (\_\_\_\_\_ ) for which payment will and truly to be made to the said buyer, the bank binds itself, its successors and assigns by these presents.

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 bidder merely on a demand from the Owner stating that the amount claimed is due to the Owner under the Contract. 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.

The Guarantee will remain in force upto \_\_\_\_\_ after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (\_\_\_\_\_ ). This bank guarantee shall be valid upto \_\_\_\_\_ and we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ .

All claims under this guarantee will be payable at \_\_\_\_\_

\_\_\_\_\_. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

AND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) to the bidder.

Now, We \_\_\_\_\_  
(hereinafter referred to as 'Bank') having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ hereby irrevocably agree and undertake as follows:

1. That the said bidder shall submit the bank guarantee of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) towards EMD.
2. That the said 'bidder' shall duly and faithfully carry out to your satisfaction its obligation under the said Tender failing which we hereby unconditionally and irrevocably guarantee to pay to you without reference to the said 'bidder' and without any demur, merely on demand from you stating that the amount claimed is due, all or any sums of monies up to a maximum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only). Any such demand made on us by you shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only).
3. We, the Bank, further agree that we shall accept the correctness of any claim that may be made by you without raising any objection of whatsoever nature irrespective of any dispute or difference between the 'bidder' and you and the statement so submitted by you shall be binding and conclusive on us. We hereby further unconditionally and irrevocably guarantee that the amount hereby guaranteed shall become due and payable on your serving us with a notice requiring of the said amount and the said notice shall be deemed to have been serviced on us if delivered by personal delivery or any other mode (i.e. Courier/Post/Fax/E-mail etc.) and the payment under this guarantee shall be made by us within three days from the date of receipt of such notice, without reference to 'bidder'.
4. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken against EMD or till you certify that the terms and conditions of the said Tender have been fully and properly carried out by the bidder and accordingly discharge the guarantee, whichever is earlier. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank, hereby agree that the decision of ICAT as to whether the bidder has failed to or neglected to perform or discharge his duties and obligations under the said tender shall be final and binding on the Bank.
6. We, the Bank, further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.

8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute arises in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs.\_\_\_\_  
\_\_\_\_/- (Rupees \_\_\_\_\_ only). This guarantee shall remain valid till  
\_\_\_\_\_only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank  
guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all  
liabilities under this guarantee.

Date:

**Details of the Bank Official:**

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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

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

Bidder's Name.....

.....

.....

(Address and Contract Details)

Bidder's Reference No.....Date.....

To,  
The Director International Centre for Automotive Technology  
Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar Gurgaon-122050

Reference: Tender Document No.....Tender Title:.....

Sir/Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, bids must be supported by a Bid Securing Declaration in lieu of Bid Security.

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

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

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

upon:

1. Receipt by us for your notification

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

(Signature with Date)

(Name and Designation)

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

Date on .....day of.....

Place.....

**Key Notes:-**

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



**Proforma for Performance Bank Guarantee**

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

**WHEREAS International Centre for Automotive Technology (ICAT)** having its corporate office at Plot No. - 26, Sector – 3, HSIIDC, IMT - Manesar, Gurugram - 1220050, Haryana (India) (hereinafter referred to as **“The Owner”** which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) 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 New Delhi for an amount equal to 5% (five 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 from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).

- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the 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:

**Details of the Bank Official:**

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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

**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 & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall the material & services in accordance with your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ as per the requirement during the period of contract.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DETAILS OF MAJOR CONTRACTS**

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the Bidder for Supply of Off board High speed cameras during the last five (5) years in the following format (attested copies of the PO's and completion certificates may be enclosed).

Sr. No	Details of client along with address, contact details (telephone, email, website, fax etc)	No. of projects executed	Amount of contract (Rs. lakh per year)	Duration of contract	
				Order received date	Date of Supply & I&C
1.					
2.					
3.					
4.					
5.					

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

## Deviations Suggested

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

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

<b>Requirement ID (as specified in the Form d0 - Checklist):</b>	<i>[Requirement ID (or range of IDs) this deviation is referring to on the checklist]</i>
<b>Subject</b>	<b>Minimum Requirement appearing on the Checklist and TCC</b>
	<i>[Please copy the requirement on the TCC or Checklist d0 form]</i>
<b>Proposed Specification</b>	
<i>[Explain in detail what alternative solution are you proposing]</i>	
<b>Reasons for the proposed solution to be superior than initial requirement</b>	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i>	

**BID EVALUATION**

Technical bid shall be awarded points as per the following:

<b>Evaluation Parameter</b>	<b>Details</b>	<b>Marks</b>
<b>Equipment Specifications</b>	<b>Technical Specifications/Requirements</b> offered against the requirements spelt out in this tender	<b>55</b>
<b>Service Support</b>	<b>Local Support</b> (Delhi / NCR) Within NCR– 8 marks Outside NCR & within India- 05 marks	<b>8</b>
<b>Bidder's Past Experience</b>	<b>Similar Nature Project</b> (In Last 5 Years before bid submission) Less than 2 project– 0 marks 2-5 projects– 7 marks More than 5 projects- 10 marks	<b>10</b>
	<b>Experience (Nos. of Year)</b> 3 years (min.) – 3 marks > 3 up to 5 years– 5 marks More than 5 years- 7 marks	<b>7</b>
<b>Bidder's Capability</b>	<b>Financial Capability</b>	
	Average Annual Turnover of 3 Crores in the past 3 FY: 2021-22, 2022-23, 2023-24 3 Crores (min.)- 3 marks > 3 Crores up to 5 Crores- 5 marks More than 5 Crores- 7 marks	<b>7</b>
	<b>Technical Capability</b>	
	<b>Project/Work Implementation Plan</b> (Week-wise)	<b>3</b>
<b>Customer Feedback</b>	Minimum 2 Nos.: 5 marks >2 up to 4: 07 marks More than 4: 10 marks	<b>10</b>
<b>Total Marks</b>		<b>100</b>

**Note:**

1. The pass marks in Equipment Specifications shall be 55 points out of 55 points.
2. The minimum pass marks Overall shall be 80 points (80%) out of 100 points.
3. 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.

## **DISQUALIFICATION CRITERIA**

Any Bid failing in demonstrating any of the following shall be directly rejected:

1. Ability to fulfil the basic scope, as mentioned in Annexure-II “Eligibility Criteria”.
2. Capability of the Bidder Company/Agency/Entity for undertaking the assignment, by
  - 2.1 Bids without EMD or Non-Submission of Bid Security Declaration Form “Annexure X” 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.
  - 2.2 Not demonstrating relevant experience in the field of Supply & Installation of Offboard High speed cameras.
  - 2.3 Not demonstrating technical capability/ expertise in the field of our requirement as per tender.
  - 2.4 Not having the necessary financial strength to cope with the order with sufficient guarantees.
  - 2.5 Not providing the necessary documents as per tender requirements.
  - 2.6 Not executed the projects w.r.t. our tendered scope with at least 2 projects handled by the Bidder during last five years.
3. Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified. Any internal references from NAB & its centres shall be deemed considered for the purpose of satisfactory reference even without being submitted in the bid.
4. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
5. In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.
6. Bidder not complying to the provision of Rule 144 (xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country which shares land border with India will be liable to rejection.
7. Bidder not complying to the provision of Department of Industrial Policy and Promotion (DIPP) order vide order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time.
8. Additionally, ICAT could reject any Bid not fulfilling the essential parameters listed in the technical conditions of contract, should the supplier fail in justifying that the proposed solution is equivalent or better than the requested performance.