





# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-09-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-09-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	National Automotive Board
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Environmental Chamber (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, 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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	200000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	32

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

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

#### लाभार्थी /Beneficiary :

M/s International Centre for Automotive Technology Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050

(Icat)	
विभाजन/Splitting	
   बोली विभाजन लागू नहीं किया गया/ Bid splitting not appl	ied.
एमआईआई खरीद वरीयता/MII Purchase Preference	
एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
एमएसई खरीद वरीयता/MSE Purchase Preference	
एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **Environmental Chamber (1 pieces)**

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

तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
MATERIAL	Outer Body Material of Environmental Chamber	Stainless steel(304), Pre-painted zinc coated sheet, Colled rolled steel and powder coated
	Insulation Material	Fibre glass, Polystyrene Foam, Asbestos, Rigid Poly urethane
DESIGN	No of Rack	1, 2, 3, NA
CAPACITY AND DIMENSION	Humidity Chamber Capacity(in ltr)	200, 250, 300, 350, 311, 821
	Thickness of insulated material(in mm)	25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 51
	Capacity of in built water tank(in ltr)	2, 3, 4, 5, 6, 7, 8, 9, 10, 1.2
	Thickness of Inner Stainless Steel Sheet(in mm)	0.8, 0.9, 1.0, 1.1, 1.2, NA, 0.96
	Thickness of outside Pre- Painted zinc coated sheet(in mm)	0.8, 0.9, 1.0, 1.2, 1.5, NA, 1.22
	Thickness of outside stainless	0.8, 0.9, 1.0, 1.1, 1.2, NA, 1.22
PERFORMANCE	Four points temperature/humidity adjustment	Yes, No

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Calibration- Three freely selectable temperature value	Yes, No
	Fan control- depending on operation status automatic adaption of fan speed resp manual adjustment from 10 to 100 %	Yes, No
	Interface Printer- parallel printer interface (incl real time clock with date function) for all PCL3-compatible ink jet printers for GLP-conforming documentation	Yes, No
	Documentation- integrated ring memory as data logger for GLPconforming long- term documentation of all relevant parameters - 1024 kB	Yes, No
	Alarm- with visual and acoustic alarm in case of over-/under temperature and underhumidity, open door and empty water tank	Yes, No
	Temperature range without humidity from -42°C up to +190°C	Yes, No
	Temperature range with humidity from +10°C up to +95°C	Yes, No
	Temperature distribution +/- OPOINT5 up to 2K	Yes, No
	Temperature Sensor- 2 Pt100 sensors DIN Class A in 4-wire-circuit for mutual monitoring, taking over functions in case of an error	Yes, No
	Display- resolution of display for set point values 0 POINT 1°C up to 99 POINT 9°C, 0 POINT 5°C from 100°C and for actual values 0 POINT 1°C (LED)	Yes, No

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	154

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase 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 (Increased quantity ÷ Original quantity) × 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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this 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.

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

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

---धन्यवाद/Thank You---



# **International Centre for Automotive Technology**

Additional Terms & Conditions (ATC) for Supply, Installation, Testing & Commissioning of Thermal Shock Chamber (900 Ltrs.) for the testing of Batteries in EEL at ICAT Centre- II, Manesar, Haryana

Tender No. ICAT/GeM/EEL/SITC-Thermal Shock Chamber/2025-26/184

# 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, Website www.icat.in



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#### **TENDER NOTICE**

Subject: Supply, Installation, Testing & Commissioning of Thermal Shock Chamber (900 Ltrs.) for the testing of Batteries in EEL at ICAT Manesar.

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	Supply, Installation, Testing & Commissioning of Thermal Shock Chamber (900 Ltrs.) for the testing of Batteries in EEL at ICAT Centre- II, Manesar, Haryana
2.	Earnest Money Deposit	INR 2,00,000/- (Rupees Two 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. & e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).  OR  Firms who are registered with NSIC for the tendered item /Startups/ 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 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 24 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://assets-bg.gem.gov.in/resources/upload/shared\_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-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 (incase any bidder deposits the EMD of Rs. 2,00,000/- through NEFT)

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.

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).

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:

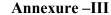
- 1. **Bidder's Experience**: Bidder should have a minimum 5 years of experience in the relevant business pertaining to the scope mentioned in the Annexure III.
- 2. **Previous PO/WO**: The bidder should have successfully supplied and installed at least 3 thermal shock chambers (same/similar to the equipment range mentioned in the Annexure III), during last five years.

To qualify under 'similar nature work,' the previously supplied equipment must have an overall usable volume of at least 100% of the required volume specified in this tender (i.e., a minimum of 900 litres specified).

- 3. The bidder shall submit a proof of such a business, clearly showing the technical specification as per Annexure III.
- 4. **References:** The Bidder is requested to provide at least three references similar to equipment range mentioned in the Annexure III included in this tender, handled by them during last five years, meaning supply and installation. These are to be included in Annexure XIII.

- **5.** Bidder's Organization and Company Profile: Bidder is required to provide the information about Bidder's Organization, Company Profile and Technical Partners".
- 6. Financial Capability: The bidder must have an average annual turnover of at least 3 Crores in the last three consecutive FY's (2022-23, 2023-24 and 2024-25). The bidders must submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant indicating the turnover for the last 3 consecutive financial years (FY 2022-23, 2023-24 & 2024-25). The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
- 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://assets-bg.gem.gov.in/resources/upload/shared\_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-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)

<u>Note</u>: In case of any deviation with respect to our tender conditions, the same to be filled in deviation form by the bidders as per Annexure-XIV and must be raised 10 days prior to bid submission date via GeM by raising the representation. No claim shall be entertained afterwards





#### 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 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.
- **5.** 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 authorized person may be rejected at the discretion of ICAT.
- **6.** 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.
- 7. 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.
- **8.** Loading/Unloading in the scope of supplier.
- **9.** The Bidder shall abide by all terms & conditions of ICAT, Manesar. No other terms & conditions of the bidder are binding on ICAT, Manesar.
- 10. Bidders are advised to incorporate each 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.

#### 11. Submission of Bids:

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

#### A. <u>TECHNICAL BID</u> 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 the Thermal Shock Chamber 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 Thermal Shock Chamber (900 Ltrs.) for the testing of Batteries	1 Nos.	ICAT Centre- II	24 weeks

### **General Purpose of the Equipment**

#### 1. System Overview:

The **Thermal Shock Chamber** is to be designed for testing battery cells and modules to ensure compliance with certification requirements under AIS 038 and AIS 156 (Part-II). The chamber will simulate rapid temperature fluctuations to evaluate the batteries' performance, reliability, and safety under extreme thermal conditions.

Compliance: AIS 038 & AIS 156 (Part-II)

#### 2. Chamber Volume & Basket Specifications:

• **Volume:** 900 litres (Minimum)

• Basket Dimensions: 1000 X 1000 X 900 mm (W X D X H) minimum

• Basket Load Carrying Capacity: 150 kg minimum

#### 3. Performance Data: (Minimum)

• Temperature Range: -75°C to +210°C

• Hot Chamber High Temperature Range: 70°C to 200°C

Cold Chamber Low Temperature Range: 0°C to -65°C

Preheating Upper Limit (Hot Chamber): 210°C

Precooling Lower Limit (Cold Chamber): -75°C

Temperature Fluctuation: ±1°C

Altering Time Between Hot and Cold Chambers: <10 seconds</li>

• Basket Recovery Time: <5 minutes

#### 4. Construction & Materials:

- Exterior Construction: Minimum 4 mm thick CRCS with powder-coated panels/door for durability and aesthetic precision.
- Interior Construction: Brush finish 18 SWG high-quality stainless steel with reinforced flooring to withstand heavy distributed loads.
- **Insulation & Gasket:** Mineral wool insulation to prevent air pockets, with multi-level diagonally joined airlock silicone rubber sealing between the door and chamber.

#### 5. Viewing Window & Illumination:

- Viewing Window: Multi-pane condensation-free glass inspection window on the hot zone door.
- **LED Illumination:** Installed within the chamber with pre-set cut-off timings.

#### 6. Movement & Mounting:

- Castor Wheels: Heavy-duty 4" castor wheels with leveling pads for easy movement and erection.
- **Door Mechanism:** Heavy-duty die-casted hinges for easy door movement.
- Turntable: Equipped to facilitate horizontal movement between hot and cold chambers.

#### 7. Test Space Conditioning:

- Air Circulation: Single-moulded lightweight high CFM co-axial fan for uniform air circulation.
- Motor: Vibration-free stainless-steel joint-free extended shaft induction motor.

#### 8. Refrigeration Section (Water-Cooled):

- **Condenser Type:** Water-cooled condenser with mechanical cascade refrigeration system using hermetic/semi-hermetic compressors.
- Refrigerants: Eco-friendly non-CFC refrigerants R-404a / R-23.
- Evaporator Coils: Made from oxidize-free materials.
- Vibration & Noise Reduction: Equipped with anti-vibration pads and dual-stage suspension for compressors.

#### 9. Heating System:

- Heater Type: Inconel material sheathed/bare nichrome air heaters.
- **Heater Control:** Controlled via zero-crossing relay/thyristor for superior stability and temperature control.

#### 10. Instrumentation & Control:

- Control Display: 7" touchscreen with high resolution and all peripheral devices.
- Communication Ports: Up to 4 fully isolated serial communication ports (RS-232, RS-422/485).
  - Data logging with custom file names, batch & lot numbers, operator events & digital signatures.
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- Real-time & historical trend graphs with the drag-n-zoom feature.
- Profile status view provides detailed information including stop date and time.
- Profile Auto-start with configurable alarms for all inputs.
- Onboard user memory with extendable memory up to 2 GB.
- Selectable power failure/recovery options.
- 3-level security for different user access.
- o Digital monitoring of all gauges, subsystems, life cycle, run hour, and calibration status.

#### 11. Safety & Control:

- **Electrical Protection:** Electromagnetic interference filter for suppression and surge protection.
- Phase Protection: Single-phase, under-voltage, and over-voltage protection.
- Refrigeration Protection: Software-controlled high and low-pressure safety features.
- **Mechanical Protections:** High and low temperature mechanical safety systems for heaters and refrigeration.
- Additional Safety Features:
  - **Temperature Safety Controller:** Safety limit set at 120°C to control temperature using sensor feedback.
  - Door Lock Mechanism: Electromagnetic lock for user safety during operation, with an additional safety chain.
  - Mechanical Pressure Relief Port: Mechanical relief port for excess pressure connected to the exhaust system.

#### 12. Fire Detection & Suppression:

- Fire Detection: Equipped with CO, H2 and O2 detectors.
- **Ventilation Blower & Exhaust System:** Includes a blower and mechanical pressure relief port connected to an inline wet scrubber. Scrubber, blower, and exhaust ducting are within the bidder's scope.
- **Fire Suppression:** Equipped with liquid CO2 cylinders.
- Hazard Level: EUCAR 6/Equivalent

Hazard Level	Description	Classification Criteria and Effect
0	No effect	No effect.
1	Passive protection activated	No defect; no leakage; no venting, fire, or flame; no rupture; no explosion; no exothermic reaction or thermal runaway. Cell is reversibly damaged. Repair of protection device needed.
2	Defect / Damage	No leakage; no venting, fire, or flame; no rupture; no explosion; no exothermic reaction or thermal runaway. Cell is irreversibly damaged. Repair needed.

3	Leakage Δ mass < 50%	No venting, fire, or flame; no rupture; no explosion. Weight loss < 50% of electrolyte weight (electrolyte = solvent + salt).
4	Venting $\Delta$ mass $\geq 50\%$	No fire or flame; no rupture; no explosion. Weight loss ≥ 50% of electrolyte weight (electrolyte = solvent + salt).
5	Fire or Flame	No rupture; no explosion (i.e., no flying parts).
6	Rupture	No explosion but flying parts of the active mass.
7	Explosion	Explosion (i.e., disintegration of the cell).

#### • Chamber Package with Safety for HL6 should constitute below minimum items for safety features:

- o Optical/Acoustic alarm with supplementary PT 100 sensor
- Door locking system
- Battery gas monitoring (H<sub>2</sub> and CO etc.)
- o Reversible overpressure valve with additional door locks
- Porthole with retaining clamps
- Compressed air or GN<sub>2</sub> washing (Nitrogen inertisation in the chamber)
- Oxygen Monitoring system (to optimise N<sub>2</sub> consumption)
- o CO<sub>2</sub> protection system/Water mist predisposition
- The chamber manufacturer must ensure construction and accessories meet HAZARD LEVEL 6 or equivalent standards. Features should include Optical/Acoustic alarms, door locking systems, battery gas monitoring, reversible overpressure valves, nitrogen inertisation etc.
- Water mist system provisions should be there in system under the scope of bidder and GN<sub>2</sub> provisions shall be there which if required shall be provided by ICAT.

#### 13. Power & Environmental Requirements:

- **Power Supply:** 415VAC +/- 5%, 3 Phase, 50/60 Hz.
- **Ambient Temperature:** The chamber should operate in an environment with ambient temperatures up to 50°C.

#### 14. Additional Features:

- **Port:** One port minimum with 50 mm diameter.
- Noise Level: Operational sound level: Front: ≤75dB (A), Rear: ≤78dB (A).
- Calibration: Certificates with traceability to ISO 17025:2005 or equivalent.
- **Control Software:** Windows-based software compatible with Windows 10 or higher. Perpetual license to be provided.
  - Includes logging, plotting, and viewing process variables and set points, manual/auto operation, and data extraction in various formats.
- Accessories: Communication cable, power cord, and user manuals must be provided.

**Compulsion:** Compliance with the applicable Testing Standard.

#### **General Requirements**

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- Representative details including company address and email ID shall be submitted for all the equipment.
- > Service manual indicating maintenance and operation of all critical parts shall be submitted.
- Preventive maintenance plan for all critical equipment shall be proposed in manual.
- The license of all supplied software (if applicable) should be valid for lifetime (perpetual licence). Free upgrades and on site maintenance/support shall be included minimum for warranty period i.e. 2 years.
- ➤ In case of primary PC or HMI hardware failure, copy of software shall be supplied separately which can be loaded in separate PC for operation of chamber.
- ➤ The license to software shall be floating so that it can be used on backup PC in case of emergency.
- All wiring, cables, conduits etc. shall be arranged properly around the chamber such that it does not affect the man movement around the chamber.
- > One set of Operation Manual with operating instruction illustrated with sketches of operating parts, parts list (with part codes), diagrams with list ratings of components and list of dos and don'ts for the main equipment as well as the sub-systems.
- These manuals should be in the form of hard (printed) copy in English Language as well as in electronic storage form (disc, pen drive etc.).
- Any protection/isolation devices deemed necessary, shall be included.

#### **Safety Features**

Machine shall have at least following safety features:

- a. Spike Arrester
- **b.** Protection against single phase, phase reversal, overvoltage, under-voltage, over travel, over temperature etc.
- **c.** Emergency Stop

#### **Service Support**

The Bidder is required to have a service support set up in India in preferably vicinity to ICAT with sufficient trained manpower.

The Bidder shall commit a maximum response time of 48 hours, which means that in case of any breakdown within 48 hours, the Bidder's personnel should reach the site, assess the cause of the breakdown, take necessary action to resolve the issue and submit the corrective actions schedule.

Successful bidder must provide onsite repair (all type of repairs) for the supplied equipment include all type of expenditure incurred for same.

The bidder shall also provide a direct contact point to be used for Service Support, should ICAT require to, anytime during the equipment lifetime.

#### TRAINING & AFTER SALES SUPPORT

## Installation and commissioning training

- During Acceptance of the facilities at ICAT, ICAT team irrespective of number of persons shall be trained on the job. This shall include:
- Operational training with basics and functioning of the system, system design and the flow schematics, system functions, operation and trouble shooting.
- Maintenance training for maintenance of the system and Utilities interface.
- The duration of training shall not be less than 2 days.

#### **Technical Support/After Sales Support**

The bidder shall provide the technical support in case of any fault/breakdown of any component of equipment. Also, after the expiration of warranty period, the bidder must be capable for handling Comprehensive AMC of complete equipment

#### 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.

#### 12. Payment Terms:

- 60% of the total contract price shall be paid within fifteen [15] days from the receipt of equipment at site, in good condition.
- 20% of the total contract price shall be paid against successful installation & commissioning.
- 20% of the total contract price shall be paid after acceptance.

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.

13. ICAT does not bind itself to accept the lowest tender/bid and reserves the right to reject or accept any or

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all the tenders/bids received without assigning any reason whatsoever.

- 14. 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.
- 15. 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.

#### **16.** EMD shall be forfeited in favor of ICAT in case the Bidder:

- 16.1 Without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- 16.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- 16.3 Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
- 16.4 Does not reply to any queries that may be raised after opening of technical/financial bids.
- 16.5 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".
- 17. The validity period of the bids shall be 180 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.

#### 18. 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 XVII 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
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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. <u>Determination of the Successful Bidder</u>

- 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.

#### 19. PERFORMANCE AND ADVANCE BANK GUARANTEE

- 19.1 Within **fifteen** [15] days from the date of acceptance of the 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.
- 19.2 The Advance Bank Guarantee submitted against advance payment as per payment terms shall be valid till the receipt of material at ICAT.
- 19.3 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of Contract.
- 19.4 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. ICAT reserves the right to accept or reject any tender, and to annual 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.
- 21. 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.

#### 22. Pre-delivery Inspection

The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder -

a. The Buyer's representatives may carry out Pre-Despatch Inspection (PDI) of the equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity.

- b. Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities (if applicable) by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.
- c. The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 15 days in advance to apply for the necessary authorisations and clearances to be granted.
- d. The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply for that period. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.
- e. Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country. The seller should bear the testing charges for samples (if applicable). All costs associated with PDI at suppliers premises shall be borne by seller except travel expenses, boarding and lodging, accommodation, daily expenses.
- f. All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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).

- 27. 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.
- 28. Law of the Republic of India are applicable to this tender.
- 29. 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

- 30. 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.
- 31. It will be the sole responsibility of the bidder alone to execute the entire contract awarded to them.
- 32. 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.
- 33. 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.
- 34. The Courts of India at Gurugram will have exclusive jurisdiction to determine any unresolved dispute(s) with respect to this contract.
- 35. 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.
- 36. 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 Departmentof

Expenditure dated 23rd July 2020. (https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf)

- 37. 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.
- 38. 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.
- 39. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
  - ➤ "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
  - ➤ "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
  - > "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
  - ➤ "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
  - During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
  - ➤ Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.
- 40. Collusive Bidding or Bid Rigging or Cartelization: The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
- 41. **Relaxation in Prior Turnover and Experience**: The condition of prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring

Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final. 42. 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. 19 | Page Tender No. ICAT/GeM/EEL/SITC-Thermal Shock Chamber/2025-26/184



# **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
Liquidated 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.
Performance Bank Guarantee (PBG)	Within fifteen [15] days from the date of acceptance of the 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 contract 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
Method of Bid Evaluation	Segregated



# **VENDOR INFORMATION FORM (VIF)**

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

(Seal of Organization & Signature of Authorized Signatory)
Date



# **CHECKLIST FOR MINIMUM ELIGIBILITY CRITERIA**

Sl. No	Information Sought	Type of Proof	Page No. of the bid doc.
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 2022-23, 2023-24 & 2024-25 as per Sr. no. 6 of Annexure-II		
7.	Proof of References as per Sr. no. 4 of Annexure-II		
8.	Self-attested photocopies of Income Tax Return (I.T.R) for the last 3 years (i.e. 2022- 23, 2023-24 & 2024-25)		
9.	Declarations and undertaking to be submitted as per Annexure VIII & XII		

	Signature of the authorized person
	Name:
Datas	Seal:
Date.	
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).



Datad

Annexure -VIII

{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	empl	oyee
in	the International	Centre for A	Automoti	ve Tech	nology	(ICAT).						

Daicu	•
Place	:
(Signatur	e 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)
(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.



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Annexure -IX

# (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 "Bidder") has submitted their offer dated for (hereinafter called the \_ (hereinafter called the "Bid") against the buyer's request for Tender KNOW ALL MEN by these presents that having registered office at our 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. 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 \_\_\_\_\_ will ΑII claims under this guarantee 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.

A	ND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs.
<u>/-</u>	(Rupees only) to the bidder.
NI	ow, We
	ereinafter 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
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,

force and effect and shall be binding and operative till expiry of the period hereinafter specified.

liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full

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 <b>Gurgaon</b> 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 <b>Gurgaon</b> and not by any other courts.
11.	NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs
Da	te:
De	tails of the Bank Official:
Ad Co Fa	me of the Bank Official: dress of the Bank: ntact No.: k No. mail ID:
Co	rporate Seal of the Bank
	By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



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Annexure -X

# 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
To, The Director International Centre for Automotive Technology Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar Gurgaon-122050
Reference: Tender Document NoTender 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

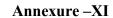
Tender No. ICAT/GeM/EEL/SITC-Thermal Shock Chamber/2025-26/184

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 onday 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

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.

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.





### 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]
<b>AND WHEREAS</b> 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 " <b>Guaranteed Amount</b> ") 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]
(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]
(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

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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



Annexure - XII

#### **UNDERTAKING**

	This is t	o certify	that we	have	carefully	gone	through	the	scope	of	work,	job
requirem	nent, terms	and con	ditions g	iven in	the tender	r docu	ments &	have	clearly	unc	derstoo	d the
terms &	condition	s of the	tender a	nd hav	e accordir	ngly q	uoted ou	r bala	anced r	ates	after g	going
through a	all details.	We here	by give a	an unde	rtaking tha	at we s	hall the n	nateri	al & sei	vice	s in	
accordan	nce with y	our Tende	er No				_, dated				a	is per
the requi	rement du	ring the po	eriod of c	ontract	•							
<b>D</b> . 1												
Dated	:											
Place	:											
					(Sig	gnature	of the bi	dder v	with sea	al/ ru	bber st	amp)



#### **DETAILS OF MAJOR CONTRACTS**

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the Bidder for SITC of Thermal Shock Chambers (same/similar to equipment range mentioned in the Annexure III) during the last five (5) years in the following format (attested copies of the PO's and completion certificates may be enclosed)

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

(If the space provided is insufficient, a separate sheet may b	e 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.]

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



# Form "XV" Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/EEL/SITC-Thermal Shock Chamber/2025-26/184

Tender Detail: Supply, Installation, Testing & Commissioning of Thermal Shock Chamber (900 Ltrs.) for the testing of Batteries in EEL at ICAT Centre- II, Manesar, Haryana

Sr. No.	Particulars				
1	Name of Firm				
	Office Address				
	Phone No.				
2	Fax No. Email ID				
	Works Address as				
	per Vendor				
3	Registration Phone				
	No.				
	Fax No. Email ID				
		Private Limited C	ompany / Public Limited Company /		
4	Type of Firm	Limited Liability Partnership (LLP) / Partnership Firm /			
		Proprietor Firm			
		(Tick whichever is applicable)			
5	CIN / LLPIN of				
	Firm				
6	GST No. of Firm				
	Names of all Directors/L	LP Partners/ Partner	rs/Proprietors of Bidder Firm with DIN (if		
		any) a	and		
		l address (as on the	bid submission date)		
	Full Name	DIN	Full Residential Address		
7					

İ				
The details of	Legal Represen	tative / Agent	of the Bidder I	Firm are as under:
Full Name	of			

Full Name of	
Legal	
Representative / Agent	
Whether employee	
of Bidder-	
Firm or	
not?	
(Yes/No)	
Designation	
Office Address	
Offlice 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;
- (2) they are husband and wife; or

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

**WE FURTHER DECLARE THAT** we have carefully read and understood the clause relating to 'Conflict of Interest' of Tender No. ICAT/GeM/ETL/AFM/2025-26/47. The detailed Clause is as under:

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

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



## Form "XVI"

## **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, Guruga	ram 122051 (Haryana)
Sub: OEM Declaration	
Dear Sir,	
Ref: Your ATC Reference No: ICAT/GeM/EEL/SITC-Thermal Shoo	ck Chamber/2025-26/184
[Bidder's Company Name] hereby submits this declaration in regarding the products quoted in our tender submission for "Chamber/2025-26/184, Supply, Installation, Testing & Commissio Ltrs.) for the testing of Batteries in EEL (As per detailed technical at ICAT Centre II, Manesar (Haryana)."	ICAT/GeM/EEL/SITC-Thermal Shock ning of Thermal Shock Chamber (900
We affirm that all products included in our bid are <b>not</b> classified at date of delivery. If such parts are found End-Of-Life until delivery, the with newer and higher compatible parts along with implementation. Automotive Technology (ICAT). These products will remain available of 10 years after date of supply, with continuous availability of spar support, as provided by the respective manufacturers.	en it will be our responsibility to replace at no cost to the International Centre For le and supported for a minimum period
Should you require any additional documentation, clarifications, c support and lifespan of the quoted products, we are prepared to pro-	1
We appreciate your consideration of our submission and look collaboration on this project.	forward to the possibility of further
For M/s	
Signature & company seal Name Designation Email Mobile No	



## **BID EVALUATION**

## Technical bid shall be awarded points as per the following:

Evaluation Parameter	Details	Marks
E	Technical Specifications/Requirements offered against the requirements spelt out in this tender	40
<b>Equipment Specifications</b>	Equipment Compliance with the relevant Test Standard (ISO/IEC/AIS or Industry specific Standard): Compliance Statement Required	15
Service Support	Local Support (Delhi NCR) Within NCR– 03 marks Outside NCR & within India- 02 marks	3
Service Support	Response time (48 Hours) Within 48 hours– 02 marks Above 48 hours- 00 marks	2
Bidder's Past Experience	Same/Similar Nature Project (In Last 5 Years before bid submission) Less than 3 project—0 marks 3-5 projects—5 marks More than 5 projects-8 marks	8
	Experience (Nos. of Year) 5 years (min.) – 3 marks > 5 up to 8 years– 5 marks More than 8 years– 7 marks	7
	Financial Capability	
Bidder's Capability	Average Annual Turnover of 3 Crores in the past 3 FY: 2022-23, 2023-24, 2024-25 3 Crores (min.)- 5 marks > 3 Crores up to 6 Crores- 8 marks More than 6 Crores- 10 marks	10
	Technical Capability	
	Project/Work Implementation Plan (Week-wise)	3

	infrastructure alignment,	Utility Matrix (To gauge the bidder's preparedness, infrastructure alignment, and ability to meet project requirements) & Equipment Footprint			
	Team Structure (Organogram/Hierarchy Chart)				1
	Technical Manpower (Team's Capability)				
Bidder's Capability	Level		Numbers		
	Engineer (Degree/Diploma)	1	2 to 3	3+	3
	Technicians (ITI/Helper)	2	2 to 3	3+	
	Marks	1	2	3	
	ISO Certification (QMS)				1
Customer Feedback	Minimum 2 Nos.: 02 ma >2 up to 4: 03 marks More than 4: 05 marks	1 *			
Total Marks					100

#### 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. In the event of ambiguity in allocating marks for the Technical Manpower: team's capability (Bidder's Capability), higher-level manpower will be considered as fulfilling lower-level requirements. For example, if a bidder lists 2 Engineers and 1 ITI technician for the project team, marks will be allocated as if one Engineer is filling the role of an ITI technician, resulting in 1 mark.
- 4. 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



#### **DISOUALIFICATION 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 Not demonstrating relevant experience in the field of Supply & Installation of Thermal Shock Chamber.
  - 2.2 Not demonstrating technical capability/ expertise in the field of our requirement as per tender.
  - 2.3 Not having the necessary financial strength to cope with the order with sufficient guarantees.
  - 2.4 Not providing the necessary documents as per tender requirements.
  - 2.5 Not successfully supplied and installed atleast 3 same/similar equipment w.r.t. our tender as mentioned in the Annexure III, during last five years (refer Sr. No. 2 of Annexure II) of this ATC.
- 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.