





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2025 13:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-09-2025 13:30:00	
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	
वस्तु श्रेणी /Item Category	Leasing In of Assets - Wet Lease (maintenance to be borne by lessor); Products; IT; Computers; New; As per ATC; As per ATC	
अनुबंध अविध /Contract Period	4 Year(s) 1 Day(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	200 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	

बिड विवरण/Bid Details		
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	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	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
मुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	323000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	51

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

एमआईआई अन्पालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes	

एमएसई खरीद वरीयता/MSE Purchase Preference

based on competitive prices received in Bid / RA process.

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 "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.
- 2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 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
- 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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Legal Valid Entity	10	10	<u>View file</u>	Yes
Manufacturer Authorization Form (MAF)	10	10	View file	Yes
Product Offered (Technical Requirement)	40	40	View file	Yes
Bidders Past Experience	20	10	<u>View file</u>	Yes
Bidder Financial Capability	20	10	<u>View file</u>	Yes

Total Minimum Passing Technical Marks: 80

Leasing In Of Assets - Wet Lease (maintenance To Be Borne By Lessor); Products; IT; Computers; New; As Per ATC; As Per ATC (125)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Type of Lease	Wet Lease (maintenance to be borne by lessor)	
Type of Assets	Products	
Category of Assets	IT	
Sub category of assets	Computers	
Condition of the asset	New	
Age of the asset since procurement (in years)	As per ATC	
Age of the asset (in running hours)	As per ATC	
एडऑन /Addon(s)		
Installation of Assets Required	NA	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Assets	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	125	• Number of Months : 48

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.

- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. 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.
- 17. 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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---



Additional Terms & Conditions (ATC)

The Director, International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites tenders through GeM in <u>two bid system</u> 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:

Tender Activity Schedule

Scope of Work/Services	New Desktop AIO (125 Nos) on Comprehensive Lease Basis with 4 Years Locking Period
Delivery & Installation of Equipment's/Devices	The equipment's/devices shall be delivered and installed within a period of 4 weeks from the date of receipt of the confirmed order.
Start of Lease/Rental Period for Items	From the date of successful installation of Equipment's/Devices at ICAT Centre – 1 & 2, Manesar (Haryana).
Duration of Lease/Rental Period	The lease/rental period shall be for a duration of 4 years. However, ICAT reserves the right to terminate the contract at any time if the successful bidder fails to comply with the terms and conditions set forth in the bid document.
Earnest Money Deposit	INR 3,23,000/- (Rupees Three Lac Twenty-Three Thousand Only) in form of DD/Bank Guarantee (format as per Form N 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 /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids). Note: Traders/Distributors/Sole Agents/Work Contracts are not eligible for benefits under MSME Category. OR In place of a Bid security, Bidders can submit Bid securing declaration as per Form P accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.



ICAT Centre 1 - Plot No. 26, Sector - 3, Near HSIIDC Office, IMT
Manesar, Gurugram - 122051 (Haryana - India)
&
ICAT Centre 2 - Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT
Manesar, Gurugram - 122051 (Haryana - India)
International Centre for Automotive Technology, Plot No. 26, Sector – 3,
Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana), GST
No. 06AABAN9435G2ZI
right to reject/modify/cancel the tender without assigning any reason
right to reject/monty/cuncer the tenuer without assigning any reason



Annexure-I

Eligibility Criteria

The bidder whose bid meets the following eligibility criteria would only be considered.

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

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

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

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

- 2. Bidder must have PAN and GST (enclose a copy of PAN and GST with technical bid)
- 3. Bidder must comply with the provision of:
 - a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time (enclose declaration to this effect with the technical bid as per format given in Form D) (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 Form E) (https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf)
 - c) Department of Electronics and Information Technology vide F. No. 1(10)/2017-CLES dated 6th December 2019 and as revised from time to time.

 (https://www.meity.gov.in/writereaddata/files/Public_Procurement_(Preference_to_make_in_India)_order_2019_for_Cyber_Security_Products.pdf)
- 4. The bidder must have a minimum of 3 Years of experience.
- 5. The OEM must issue the malicious code certificate. The bidder must provide a copy of the same along with technical bid.
- 6. The OEM shall submit mentioned certificates along with technical bid:- BIS, ROHS, BEE/Energy star, EPEAT, FCC, CE, UL, TPM, MIL-STD 810,. ISO 9001, 14001, 20001,27001, or equivalent to Indian standard.
- 7. TUV Low Blue Light to protect eyes and preserve vision.
- 8. The bidder must have experience in executing at least 2 Work Orders involving the leasing of Desktop of at least 100 no's desktops in each order during last 3 years.
- 9. The bidder must have a registered office located within the Delhi/NCR region.
- 10. All equipment/devices provided by the bidder on a lease/rental basis must be new and not classified as "end-of-life" or "end-of-sale" as of the bid submission date. If support for the



quoted product is discontinued or withdrawn prior to delivery, the bidder shall, at no additional cost to the purchaser, replace the quoted product with a superior alternative that meets or exceeds the original specifications.

- 11. **Turnover:** The bidder must have an average annual turnover of **INR 2** Crore during the last three financial years (i.e., FY 2022-23, 2023-24 and 2024-25). The bidder must submit relevant financial documents with the technical bid, including financial statements or a certificate signed and stamped by an authorized Chartered Accountant, along with the UDIN number.
- 12. The bidder must not have been blacklisted, de-registered, or debarred by any Government Department/Ministry of India, any State Government, PSU, or any reputable private organization/institution in India within the **last 3 years**. A declaration to this effect, **as per the format provided in Form C**, must be enclosed with the technical bid.
- 13. Bidders are required to submit a duly filled and signed technical compliance statement for the specifications outlined in Annexure V.
- 14. The bidder must submit stamped and signed copy (each page) of this document (ATC) for acceptance of terms and conditions and submit along with the technical bid.

Annexure-II

Terms & Conditions

1. Earnest Money Deposit (Bid Security Amount):

1.1 INR 3,23,000/- (Rupees Three Lac Twenty-Three Thousand Only) in form of DD/NEFT/Bank Guarantee (format as per Form N 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 /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 3,23,000/-through NEFT/RTGS)

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

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

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

- 1.2 A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "Form P" will be construed as non-compliant bid and should be rejected.
- 1.3 Earnest Money Deposit of all unsuccessful Bidders will be returned without any interest after award of the Contract by ICAT to the successful Bidder.



- 1.4 The Earnest Money Deposit of successful Bidder will be returned after receipt of PBG.
- 1.5 EMD should be forfeited in favor of ICAT in case the Bidder: -
- 1.5.1 Without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions there too.
- 1.5.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- 1.5.3 Fails to provide/furnish the Performance Bank Guarantee within stipulated period mentioned in the PO/Letter of Acceptance.
- 1.5.4 Does not reply to any queries that may be raised after opening technical/financial bids.
- 1.5.5 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".
- 2. Hardware / software & license lease & support period shall be for duration of 4 years from the date of installation and acceptance of the equipment by ICAT.
- 3. The supplier/bidder shall be responsible for the installation and configuration of the equipment at ICAT.
- 4. The supplier/bidder shall provide comprehensive maintenance and support services throughout the lease period of 4 years, including regular health checks, software updates, and technical support.
- 5. Firmware, BIOS & other software (if available) related to the device should be reviewed & upgraded by bidder on quarterly basis.
- 6. All the expenditure w.r.t. repair, maintenance, reconfiguration of device supplied will be borne by the contractor.
- 7. Any complaint shall be attended to and resolved on the same day (incase problem not related to hardware). In the event of hardware failure, the successful bidder shall replace faulty components or the entire system promptly (i.e. within 6 working days) to ensure minimal downtime. Failure to meet this response time will result in ICAT imposing a penalty of INR 500/- per day per system, subject to a maximum penalty of 10% of the monthly bill, whichever is higher, for the month. This condition is applicable to all equipment/devices provided under the lease/rental agreement.
- 8. In case of regular occurrence of failure of system, ICAT may terminate the lease agreement by giving 30 days' notice.
- 9. The delivery and installation period shall be completed within **4 Weeks** from the date of award of contract.

11. Scope of Work: As per Technical Requirement (As Per Annexure V)

- 11.1 The scope of Services/Technical specifications should be as described under "Annexure V".
- 11.2 The successful Bidder should perform, execute, and implement the Works strictly in accordance with details and instructions of ICAT as per terms and conditions of the Contract.
- 11.3 The Work should be carried out strictly in compliance with the requirements of the authorities concerned and deviation on any account will not be permitted. In case of any deviation with respect to our tender conditions, the same to be filled in deviation form by the bidders as per Form G and must be raised prior to bid submission date via GeM by raising the representation. No claim shall be entertained afterwards.



- 11.4 Subcontracting of any type is not allowed. Any subcontracting if utmost important and is required by the successful Bidder for performance, execution and implementation of the Works should be with the prior consent of ICAT.
- 11.5 The successful Bidder should make his own arrangement to obtain all materials required for performing, executing, and implementing the Works.
- Note: If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will be liable to be rejected summarily.

12. Payment Terms:

- 12.1 Payment shall be released on monthly within 15 days from the date of submission of monthly invoice (hard copy or digitally signed). Monthly payment will start from the date of completion of installation.
- 12.2 In the event of any dispute on this account, the decision of ICAT shall be final and binding on the Contractor.
- 12.3 Work/Service Location: ICAT Centre 1 & 2, Manesar.
- 12.4 ICAT reserves the right to reject any or all the tenders in part of full without assigning any reason thereof.
- 12.5 The comparison of the bids shall be on basis of total price (Inclusive of all taxes etc) quoted by the bidder. No comparison of individual items will be made.

13. Performance Bank Guarantee

- 13.1 Within fifteen [15] days from the date of award of contract, the Successful Bidder shall execute a Performance Bank Guarantee as form O, from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 3% of the contract value, which shall be kept valid for the entire period of contract (i.e. 4 years). The PBG shall be made in INR only.
- 13.2 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of the Contract.
- 13.3 The above Bank Guarantee to be issued/endorsed by any branch of Delhi/NCR and should consist of Full Address of the bank along with contact details i.e. name, contact no., fax no. & email id of the person responsible issuing the BG.
- **14. Liquidity Damages :** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be also entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of contract value per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

Note: Liquidated Damages (LD) will be applicable solely for the delivery and installation of the equipment/devices. During the lease period, the penalty clause shall apply as per Clause 8 of Annexure II (Terms & Conditions).



Annexure-III

General Terms & Conditions

- 1. Tender form is not transferable.
- 2. The Bidders are expected to carefully examine all the contents of the Tender Document including instructions, conditions, terms, specifications 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. Bids which are not responsive to the requirements of the Tender Document will be rejected.
- 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. Bidders should go through the Technical Specifications (Annexure V), Eligibility Criteria & Technical Evaluation Parameter (Annexure IV) and Tender Documents carefully and thoroughly before quoting and get clarifications from ICAT in this context, if required.
- 5. The Bid prepared by the Bidder and all correspondence and documents relating to the tender exchanged between the Bidder and ICAT shall be in the English language.
- Delivery/Billing Address: International Centre For Automotive Technology, Plot No. 26, Sector 3, Near HSIIDC, IMT Manesar, Gurugram 122051
 - GST No. 06AABAN9435G2ZI
- 7. ICAT reserves the right to modify and amend any of the conditions/criteria depending upon project priorities and need.
- 8. **Price:** The prices are to be quoted in INR in figure only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- 9. **Lease Period:** All products (supplied by vendor) should cover under comprehensive lease for 4 years, meaning Free of cost repairing (including replacement of any faulty part/application) within the time mentioned in this ATC, if noted during warranty period.
- 10. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, whether direct or indirect, may reject the system(s)



component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, during warranty period/support period, should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

11. **Termination of Contract**: If the performance of the successful bidder 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 the second warning letter also performance doesn't satisfy ICAT expectation, then ICAT reserves the right to terminate the work order by giving one-month notice in writing without assigning any further reason whatsoever.

After the contract becomes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained. After the contract comes to an end and the successful bidder will withdraw their service/equipment from ICAT premises within a month.

Decision of competent authority of ICAT regarding determining the performance will be final.

- 12. **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.
- 13. Any Dispute/Difference arising out of or relating to this tender: Matter regarding any dispute shall be referred for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arise under and out of, or in connection with the work, if not concluded, shall be referred to the High Court of Haryana or any other court in the District of Gurugram (Haryana).
- 14. 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.
- 15. Law of the Republic of India are applicable to this tender.



- 16. **Qualification Criteria:** The bidder whose bid meets the eligibility criteria, score minimum qualifying marks and technical specification and as per evaluation criteria mentioned in this ATC would only be considered for further processing (refer Annexure I, Annexure IV and Annexure V).
- 17. **Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
- 18. **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:
- 19. 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.
- 20. The bidder is required to sign each page of this tender document (ATC) for acceptance of terms and conditions and submit along with the bid.
- 21. The comparison of the bids shall be based on total price (Inclusive of all taxes etc) quoted by the bidder. No comparison of individual items will be made and the individual item charge is only for reference purpose of this office.
- 22. It is mandatory for the bidder to comply with the complete technical requirement given in the bid document. In the event the bidder does not comply with the technical requirement, he shall be disqualified, and any deviation proposed on technical requirement from the bidder end will not be considered at all. Disqualified bidders will not be eligible to make any claim.
- 23. **Billing:** All bills and accompanying documents should be raised and submitted in original, as per the payment terms and should be accompanied by original copies of duly receipted/certified delivery challan/work progress or completion certificate, as applicable. No payment shall be released against any duplicate bills, work progress report or completion certificate or delivery challan. All applicable taxes such as GST shall be mentioned separately in the invoice.
- 24. **Delivery Terms:** For up to ICAT Site 1 & 2

25. Clarification on Bidding Documents:

Bidder can seek written clarification before the date of submission of tender, to the email address: nitish@icat.in. vikram.wadhwa@icat.in, prem.purang@icat.in & javed.rahi@icat.in. The clarification shall be issued via e-mail or GeM Portal to all the bidders by ICAT.



- 26. **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.
- 27. **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.
- 28. **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.
- 29. **Purchase preference to Micro and Small Enterprises (MSEs)**: Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service



provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service

Annexure - IV Evaluation Parameter

1 Procedure

- 1.1 Disqualification criteria shall be evaluated first.
- 1.2 The evaluation for eligibility shall be applicable after the bidders are qualified by applying disqualification criteria as mentioned under Clause no. 2 of Annexure IV.
- 1.3 The Technical evaluation of only qualified bidders shall be undertaken.

2 Disqualifying Criteria

- 2.1 Bids failing in complying/demonstrating any one the following shall be directly rejected:
- **2.1.1** Ability to fulfill the technical specifications as per **Annexure V**
- 2.1.2 Capability of the Bidder Company for undertaking the assignment, by
 - Demonstrating relevant experience as per tender.
 - Any breakdown or fault in the supplied equipment during the lease period requiring immediate local assistance.
 - Bidder must have Manufacturer Authorization Form (MAF) of the proposed brand.
 - Having Average Annual Turnover over the last 3 financial years ending 31st March 2025 shall be minimum INR 2 Crore.
 - The bidder must have a minimum of 3 Years of experience.
 - The bidder must have experience in executing at least 2 Work Orders involving the leasing of Desktop of at least 100 no's desktop in each order during last 3 years.
 - The bidder must have a registered office located within the Delhi/NCR region
 - The OEM must issue the malicious code certificate. The bidder must provide a copy of the same along with technical bid.
 - The OEM shall submit mentioned certificates along with technical bid:- BIS, ROHS, BEE/Energy star, EPEAT,FCC, CE, UL, TPM, MIL-STD 810,. ISO 9001,14001,20001,27001, or equivalent to Indian standard.
 - TUV Low Blue Light to protect eyes and preserve vision.
 - Declaration from bidder regarding all the equipment's/devices provided by the bidder should be new & updated.
 - Bidder quoting multiple OEM for single product is not allowed.
 - Demonstrate that it would be meeting all the conditions of tender.
 - Bidders to comply with:
 - a) Rule 144 (xi) of GFR 2017 regarding restriction on procurement from a bidder of a country which shares land border with India will be liable to rejection (refer Office Memorandum of Department of Expenditure dated 23rd 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 regarding bidders eligibility and preference to make in India (https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%20202 0.pdf)
- c) Department of Electronics and Information Technology vide F. No. 1(10)/2017-CLES dated 6th December 2019 and as revised from time to time.

 (https://www.meity.gov.in/writereaddata/files/Public_Procurement (Preference to make in India) order 2019 for Cyber Security Products.pdf)
- 2.1.3 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.
- 2.1.4 Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 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.

3. Evaluation Parameters

- 3.1 **ICAT shall** follow the **Segregated bid evaluation** system (No bearing of technical score in the financial bid evaluation and L-1 in the financial bid shall be deemed as successful bidder) to determine the successful bidder.
- 3.2 The bidder must meet the Eligibility requirements as per Annexure I, specified in this tender and the disqualification criteria mentioned at Clause no. 2 of this section in order to qualify for the Technical Evaluation.
- The minimum pass marks for Technical Evaluation shall be 80 points (80%) out of 100 points however bidder must score full points against Sr. No. 1 to 3 of this Annexure.
- 3.4 The Technical Bids shall be awarded points (Tn) based on the following evaluation criteria.

SI No.	Item	Detail Descripción	Parameter Weight
1	Legal Valid Entity	The bidder shall necessarily be a legal valid entity in the form of Proprietary firm, Partnership Firm, Private Limited Company.	10
2	Manufacturer Authorization Form (MAF)	Bidder must have Manufacturer Authorization Form (MAF) of the proposed brand	10
2	Product Offered (Technical Requirement)	Compliance to Technical specification as Specified in the "Annexure V" of the Bid Document	40



Bidders Past Experience Solution		Bidder must have experience in leasing of Desktop (each order of	
Bidder during the last 3 (three) financial years (i.e. FY 2022-23, 2023-24 & 2024-25) Capability Bidder during the last 3 (three) financial years (i.e. FY 2022-23, 2023-24 & 2024-25) • ≥ 2 Crore and up to 3 Crore – 10 Marks	3	minimum 100 no's desktop) • ≥ 2 works and up to 4 works – 10 Marks	20
Marks	5	 Bidder during the last 3 (three) financial years (i.e. FY 2022-23, 2023-24 & 2024-25) • ≥ 2 Crore and up to 3 Crore – 10 Marks • > 3 Crore and above – 20	20

- The valid Bids shall be evaluated in detail, with ICAT's sub-evaluation parameters, under each main evaluation parameters as given above, to arrive at the technical score Tn for each of the Bidder and the technically qualified bids shall be determined based on the minimum pass marks obtained. Only the technically qualified bids shall be entertained for financial bid evaluation.
- 3.6 For the evaluation of the Financial Bids, the eventual Bid prices shall be ascertained after considering all the terms and conditions associated with the Bid price specified in the Financial Bid document. ICAT reserves the right to include or exclude any component of the price quoted by the Bidder and / or load the bid price as per its discretion to work out the Bid Price for evaluation.
- 3.7 However ICAT does not undertake to accept the lowest or indeed any bid.



Annexure - V

Minimum Technical Specification Required

Technical Specification "New Desktop AIO on Comprehensive Lease Basis with 4 Years Locking Period"

Locking Period"		
All in One PC		
Processor	Core™ i5-13500 (up to 4.8 GHz with	
	Turbo Boost Technology, 24 MB L3 cache, 14	
	cores, 20 threads)	
Processor Generation	13	
Number of Cores per Process	sor 14	
Operating System (Pre-Loade	ed) Windows 11 Professional	
RAM Size (GB)	16 DDR4-3200 MT/s (1 x 16 GB)	
Memory slots	02	
RAM Expandability up to(usi	ng spare DIMM Slots in GB) 64	
Type of Drives used to popul	ate the Internal Bays SSD	
Total SSD Capacity (GB)	512 GB PCIe® NVMe™ M.2 SSD	
Display Size (INCHES)	23.8	
Display Type	Non-Touch	
Display Resolution (PIXELS) 1920x1080		
Availability of Webcam integ	rated with Display Yes	
Resolution of Webcam	5 MP IR camera (pull-up) with integrated dual	
	array digital microphones	
Number of Speakers available	e 2 (Audio codec, internal speaker, combo	
microphone/headphone jack		
Ethernet Port	10/100/1000 on board Integrated Gigabit Port	
Wi-Fi	Inbuilt (Wi-Fi 6E AX211 802.11ax 2x2 with	
Bluetooth® M.2 Combo)		
Keyboard	Wired (same make as system)	
Mouse	Optical scroll (same make as system)	
USB port	3 (1 SuperSpeed USB Type-C® 10Gbps signalling	
	e-A 10Gbps signaling rate (charging)	
HDMI port	1 (HDMI 1.4)	
USB port	3 (1 SuperSpeed USB Type-C® 10Gbps signalling	
	e-A 10Gbps signaling rate (charging)	
HDMI port	1 (HDMI 1.4)	
Security management	Trusted Platform Module TPM 2.0 Embedded Security Chip	

In ICAT Scope:

- Any type of networking (LAN/Fiber) will be provided by ICAT.
- UPS Power/Power Socket for Connectivity at location to be provided by ICAT.



Annexure - VI

"Scope of Work & ATC/Service level Agreement"

- The successful bidder shall provide the system required by ICAT.
- The contract on GeM will be placed for 4 years however internal PO will be released on yearly basis
- The rental/lease period shall be for a duration of 4 years from the date of installation and acceptance of the equipment by ICAT.
- The successful bidder shall be responsible for the installation and configuration of the equipment at ICAT designated location.
- The successful bidder shall provide comprehensive maintenance and support services throughout the rental period, including regular health checks, software updates, and technical support.
- In case of successful bidder failed to provide System Support under lease contract period, ICAT management has full rights to terminate the contract by giving one month notice period.
- In the event of equipment failure, the successful bidder shall replace faulty components or the entire system promptly to ensure minimal downtime.
- Firmware, BIOS & other software related to the device should be reviewed & upgraded by the successful bidder on monthly basis.
- All the expenditure on repair, maintenance, reconfiguration, will be borne by the successful bidder.
- Quarterly preventive maintenance visits by successful bidder.
- Any complaint shall be attended to and resolved on the same day (incase problem not related to hardware). In the event of hardware failure, the successful bidder shall replace faulty components or the entire system promptly (i.e. within 6 working days) to ensure minimal downtime. Failure to meet this response time will result in ICAT imposing a penalty of INR 500/- per day per system, subject to a maximum penalty of 10% of the monthly bill, whichever is higher, for the month. This condition is applicable to all equipment/devices provided under the lease/rental agreement.
- In case of regular occurrence of failure of system, ICAT may terminate the lease agreement by giving 30 days' notice.



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

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



Throughout the Contract Period, in case the firm is not a manufacturer of the item Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/during the last there years should be enclosed). Declaration regarding blacklisting or otherwise by the government departments	
the item Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/ during the last there years should be enclosed). Declaration regarding blacklisting or otherwise by the government departments	
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enclosed). Declaration regarding blacklisting or otherwise by the government departments	
Declaration regarding blacklisting or otherwise by the government departments	
13 otherwise by the government departments	
departments	
1	
The ATC (Additional Terms and	
Conditions document (all pages) duly	
signed and stamped as proof of having	
read the contents therein and in	
acceptance thereof should be enclosed	
Any other information document	
Please specify	

(Seal	of Orga	nization	& Signat	ure of A	uthorized	l Signator	y)
Date	:						



Form "B"

{Declaration to be furnished on Bidder's Company Letter Head and to be submitted in Part –I (TECHNICAL BID) of the tender documents}

DECLARATION-1

This is to certify that neither v	e/any of us	/are/is in a	ny way re	elated to a	ıny employee	in the
International Centre for Autom	otive Techno	logy (ICAT).	•			

Dated :	
Place :	
	(Signature of the bidder with seal/ rubber stamp)



Form "C"

(Format of Undertaking, to be furnished on Company Letter Head with regard to Blacklisting/Non-Debarment, By Organization)

Undertaking Regarding Blacklisting/Non-Debrment

To,	
Director ICAT,	
International Centre for Automotive Technology	
Plot No. 26, Sector – 3, Near HSIIDC Office	
IMT Manesar, Gurgaon 122051 (Haryana - India)	
We here by confirm and declare that we, M/s	, registered office
at	_
any Departments/Ministries of the Govt. of India o	
Private Organization/Institution in India, for	
works/services during the last 3 Years.	when we have executed, undertaken the
works/ services during the last 5 Tears.	
For	
ror	
(Seal of Organization & Signature of Authorized Sig	gnatory)
Date:	



Form "D"

Declaration regarding compliance of Rule 144 (xi) of GFR 2017 "Restrictions on procurement from a Bidder of a country which sharesa land border with India"

(To be submitted on Applicant's Letter Head)

International Centre For Automotive Technology Plot – 26, Sector – 3, Near HSIIDC Office IMT Manesar, Gurgaon 122050 Dear Sir, With reference to our bid proposal for participation in ICAT's Tender No./GeM Bid Document No. restrictions on procurement/sub-contracting from an entity/natural regarding 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.]" Seal of Organization & Signature of Authorized Signatory Date:....

^{*} 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



Form "E" Certificate Regarding Declaration of Local Content [On the Letter Head]

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

Sub: Compliance of Minimum Local Content Requirement as per order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020 or as revised from time to time issued by Ministry of Commerce and Industry

Ref: NIT/GeM Document No:
Dear Sir/Madam,
In compliance to order no. P-45021/2/2017-PP(BE-II) dated 04^{th} June 2020 or as revised from time to time, issued by Ministry of Commerce and Industry, 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 GeM Bid No./Tender No.
Details of location at which local value addition will be made is as follows:
Thanking You,
Your Faithfully,
Seal of Organization & Signature of Authorized Signatory



Form "F" Details of Contracts

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India handled by the Bidder during the last three (3) years in the following format (attested copies of the PO's and completion certificates may been closed).

	Details of client along with address, contact	Duration of contr	ract
Sr. No	details (telephone, email, website, fax etc)	Order received date	Date of Installation with contract period
1.			
2.			
3.			

(If the space provided is insufficient, a separate sheet may be att	ached)
	Signature of authorized person
Date:	Name:
Place:	Seal:



Form "G"

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					
Subject Requirement appearing on the Tender Document					
Proposed Specification					
[Explain in detail what alternative solution are you proposing]					
Reasons for the proposed solution to be superior than initial requirement					
[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and					
Checklist]	Checklist]				



Form "H" No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

	Date:
To, The Purchase Office, International Centre For Automotive Technology Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurgaon	
Sub: No Deviation Declaration	
Dear Sir/ Madam,	
This is to certify that, the product (s) quoted it is as per the given document & there is no deviation in relation to any conditender document. It is also to declare that all other commercibeen carefully seen. I hereby convey the unconditional acceptance.	n technical specifications in the tender itions / requirements specified in the al clauses stipulated in the tender have
Signature of Authorized Signatory with Stamp	
For M/s	
Signature & company seal Name Designation Email Mobile No.	



Form "I"

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. ICAT/GeM/IT/Lease-Desktops/2025-26/235 as per the requirement during the period of contract.

Dated:	
Place:	

(Signature of the bidder with seal/rubber stamp)



Form "J" Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/IT/Lease-Desktops/2025-26/235

Tender Detail: New Desktop AIO on Comprehensive Lease Basis with 4 Years Locking Period.

Sr. No.			ulars				
1	Nam	e of Firm					
	Offic	e Address Phone					
	No.						
2	Fax N	No. Email					
	ID						
	Work	ks Address as per					
		Vendor					
3	Regis	tration Phone No.					
9	Fax N	No. Email					
	ID						
			Priv	vate Limited C	ompany / Public Limited Company /		
4	Туре	of Firm	Lin	Limited Liability Partnership (LLP) / Partnership Firm /			
				Proprietor Firm			
			(Tio	ck whichever is app	olicable)		
5	CIN / LLPIN of						
	Firm						
6	GST I	No. of Firm					
	Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (in						
				any)			
			full ac	<u> </u>	bid submission date)		
	Sr.	Full Name		DIN	Full Residential Address		
7	No.						
	4						
	1						
	2						
	3						
	4						
	5						

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



	<u> </u>
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,



Tender Reference No. ICAT/GeM/IT/Lease-Desktops/2025-26/235 ATC for "New Desktop AIO on Comprehensive Lease Basis with 4 Years Locking Period" h. Sister including step-sister.

WE FU	RTHER DECLARE THAT we have carefully read and understood the clause relating to 'Conflict					
of Inter	rest' of Tender No The detailed Clause is as under:					
of interbidder	der shall not have conflict of interest with other bidders for particular quoted item. Such conflict rest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The 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:					
	 The principal manufacturer directly or through one Indian agent on his behalf; and 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."					
	reby certify that our Firm M/s do not have any conflict of interest ther bidders for this tender.					
	Will offer bladers for this terract.					
We he	reby 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 "K" Product/Service 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 N	Ianesar, Gurugram 122051 (Haryana)
Sub: Product/Service Support Declaration	
Dear Sir,	
Ref: Your ATC Reference No: ICAT/GeM/IT/Lease	e-Desktops/2025-26/235
[Bidder's Company Name] hereby submits this declarate regarding the products quoted in our tender submission for 26/235, New Desktop AIO on Comprehensive Leas ICAT Centre – 1 & 2, Manesar, Gurugram - 122051	or "ICAT/GeM/IT/Lease-Desktops/2025- se Basis with 4 Years Locking Period at
We affirm that all products included in our bid a obsolete as of the date of this submission. These products a minimum period of 4 Years from the date of coro of spare parts, software updates, and technical manufacturers.	ducts will remain available and supported ntract award, with continuous availability
Should you require any additional documentation pertaining to the support and lifespan of the quoted patails upon request.	
We appreciate your consideration of our submission further collaboration on this project.	on and look forward to the possibility of
For M/s	
Signature & company seal Name Designation Email Mobile No.	



Form "L" Undertaking For Non-Subcontracting

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date:	
Signature of Authorized Signatory:	_
Name and Designation:	
Seal:	



Form "M"

Manufacturer's Authorization Form (MAF)

(To be submitted Original on OEM Letter Head)

MAF No. Dated:
To, The Purchase Office, International Centre For Automotive Technology Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurgaon 122051 (Haryana)
Sub: Manufacture's Authorization Form (MAF)
Dear Sir/Ma'am,
Tender Reference No. ICAT/GeM/IT/Lease-Desktops/2025-26/235
We who are established and reputable manufactures of having factories at and do hereby authorize M/s (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our model. We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s is out of service due to any reason, we will make alternative arrangements for the service and maintenance of our product on same terms and condition.
Yours faithfully,
(Name) For and on behalf of M/s (Name of Manufacturer's)
Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer



Form "N"

Proforma for Bank Guarantee (EMD) (To be executed on non Judicial stamped paper of an appropriate value)

То,	
The International Centre for Automotive TelePlot No. 26, Sector – 3, IMT, Manesar, Gurgaon,	chnology
Dear Sirs,	
WHEREAS	·
,	submitted their offer dated for
request for Tender No.	(hereinafter called the "Bid") against the buyer's KNOW ALL MEN by these having our registered office at
its office at Plot No. 26, Sector-3, IMT M. "Buyer") for the sum of Rs.	International Centre for Automotive Technology having anesar, Gurgaon-122050 (hereinafter referred to as the(
The Bank hereby undertakes to pay under Owner without any further proof or condition protest and without any enquiry or notifical stating that the amount claimed is due to the the bank by the Owner shall be conclusive as this bank guarantee and the bank shall pay whatsoever, the total sum claimed by the Owner shall be conclusive as the bank guarantee and the bank shall pay whatsoever, the total sum claimed by the Owner shall be conclusived.	this guarantee, the Guaranteed Amount claimed by the ons and without demur, reservation, contest, recourse or ation to the bidder merely on a demand from the Owner e Owner under the Contract. Any such demand made on s regards the amount due and payable by the bank under by without any deductions or set-offs or counterclaims where in such Demand. The Owner shall have the right to the der this bank guarantee provided that the aggregate of all er this bank guarantee shall not exceed the Guaranteed
The Guarantee will remain in force upto demand in respect thereof should reach the	after the period of tender validity and any bank not later than the above date.
Rs (n our liability under this bank guarantee shall not exceed
snaii be valid upto ar	ia we are liable to pay the guaranteed amount or any part



All	claims	under	this	guarantee	will	be	payable	at
				Tł	nis guarant	ee will b	e returned to	us as
recei	pt of this orig	ginal bank gr	uarantee v	fulfilled or its ex vithin the stipul rther before expi	ated perio	d, it shal		
				id tender is that y			EMD of Rs.	
Now	, We							
•			0	s registered office				
				and br hereby i			d undertake as	
follo				ncreby i	rievocably	ugree un	a anacitane as	
That				k guarantee of R				upees
said refer amou (Rup conc	Tender failing vence to the said ant claimed is deesausive as regarder this guarante	which we here d 'bidder' and due, all or any ds the amount	eby uncond d without a y sums of r t due and p tricted to a	ally carry out to y ditionally and irre any demur, mere monies upto a ma _only). Any sucl payable by us und n amount not exc	evocably gu ly on dema ximum of l n demand ler this gua	iarantee to and from Rs made on rantee. H	o pay to you wi you stating the us by you she owever, our lia	thout at the _/- all be bility
withe the 'l We h shall said: mode	out raising any pidder' and yo hereby further become due a hotice shall be e (i.e. Courier/	objection of value and the staunconditionand payable or deemed to ha Post/Fax/E-1	whatsoeve tement so ally and irr n your serv ve been se mail etc) ar	cept the correctner nature irrespect submitted by you revocably guaranting us with a not rviced on us if deand the payment of such notice, with	ive of any of a shall be bute that the ice requiring livered by punder this generates and the second second by punder this generates and ender this generates and enderates	dispute or pinding and amount of the special contractions	r difference bet nd conclusive of thereby guara said amount an delivery or any shall be made	ween us. nteed the other
durii the sa guar	ng the period t aid Tender hav antee, whichev	hat will be tal e been fully a er is earlier. I	ken agains nd proper Unless, the	ntee herein conta t EMD or till you ly carried out by t e demand or clair narged from all lia	certify thathe the bidder a n under the	it the tern and accor is guaran	ns and conditic dingly discharę tee is made on	ons of ge the us in



- 5. We, the Bank, hereby agree that the decision of ICAT as to whether the bidder has failed to or neglected to perform or discharge his duties and obligations under the said tender shall be final and binding on the Bank.
- 6. We, the Bank, further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.
- 8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
- 9. We further agree that this guarantee shall be governed by Indian Law.
- 10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute is arisen in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.

11.	NOTWITHSTANDING anything contained	l hereinabove	our	liability	under	this guar	antee is
	restricted to Rs/- (Rupees					only).	This
	guarantee shall remain valid till	only. Un	iless a	a claim ir	n writin	g is lodged	with us
	within 3 months from the expiry of this bar	k guarantee, yo	our r	ights und	der this	guarantee	shall be
	forfeited and we shall be released and discha	rged from all lia	abilit	ies undei	this gu	ıarantee.	
	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

Form "O"

Proforma for Performance Bank Guarantee (To be executed on non Judicial stamped paper of an appropriate value)

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 3% (three percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contract 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.

(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.

(11)	However, t	the Bank's lial	bility under this bank	guarantee shall be	restricted to	an amount n	ot exceeding
	1 1	5	Guaranteed		to	be	inserted



- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

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



Form "P" 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

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 Form P of this ATC) on Firm/Company letter head. MSE or firms registered with the Central Purchase organizations are required to submit their registration certificates in support of their request for exemption from EMD along with Bid security Declaration. However, as per clarification issued by DC MSME vide office memorandum dated 25th March 2022, traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.
- iii. Non-submission of EMD as per Bid requirement or Bid Security Declaration along with supporting documents for exemption from EMD by MSE or other exempted bidders, will be treated as unresponsive and disqualified from further procurement process as per para 7.3.1(ii) of Manual for procurement of goods 2017