

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-12-2025 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-12-2025 16:30:00
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	EOT Crane (Q3)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/ OEM Average Turnover (Last 3 Years)	50 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
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting documents *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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन / Past Performance	20 %
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	5 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

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	102000

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).	16

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटे 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 गए है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevan

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 security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Unit - National Automotive Board (NAB), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 12205: (Haryana - India)
(International Centre For Automotive Technology)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CR/ to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case bunch bids, the category of primary product having highest value should meet this criterion.

2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. 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 (MII 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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity of any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

7. 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

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

Price Breakup - [1763978917.xlsx](#)

EOT Crane (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 Conte 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)
Generic	Class	M3, M5, M7, M8
	Type	Single Grider, Double Grider, Top Running, Underslung
	Power Source	Electric, Hydraulic, Mechanical, Diesel
Performance Parameters	Span	3 - 30 (meter)
	Load Capacity	5.0 (tonne)
	Lift	0 - 35 (meter)
Dimensions	Height	10 - 100 (foot)
Warranty/Service	Warranty	1, 2, 3, 4, 5 Or higher (year)
Confirmity and Certification	Confirmity to Indian Standards	IS 807 Latest, IS 3177 Latest
	ISI Marked	Yes, No Or higher
Test Report/Certification	Certification	Quality Test, Load Capacity Test

Additional Specification Parameters - EOT Crane (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Span (Cross Travel)	31 Meter (Tolerance of 1 Meter)
Lift	6 Meter
Bay Length (Long Travel)	26 Meter
C/C Column	6.5 Meter
Technical Specifications Compliance	Bidders are advised to refer to the detailed technical specifications provided in the Attached ATC and Technical Specification Document. All bidders shall strict comply with the technical requirements stipulated therein. Failure by any bidde to comply with any of the mandatory technical requirements set forth in the AT Document or Technical Specification Document shall result in summary rejectic of the bid without further consideration.

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT- Manesar, Gurgaon 122050	1	120

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 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 case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

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

3. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A.3 Technical Specification and Features of 5 Ton Overhead Crane with All Associated Components

Detailed Technical Specification of 5 Ton Overhead Crane with All Associated Components

SI No.	Parameters	Technical Specifications / Features
1.	Capacity	5 Ton
2.	Location	Indoor
3.	Span (Cross Travel)	31 Meter (Tolerance of 1 Meter)
4.	Lift	6 Meter
5.	Bay Length (Long Travel)	26 Meter
6.	C/C Column	6.5 Meter
7.	Operating Temperature Range	0°C to 50°C

8.	Factor of Safety	<p>5 (A 5-ton overhead crane with a Factor of safety of 5 means that all critical components are designed to withstand up to 25 tons of load before failure, ensuring safe and reliable operation under rated load conditions in accordance with relevant engineering and safety standards)</p> <ul style="list-style-type: none"> Ø The design and manufacturing must comply with IS/ISO/BIS standards (such as IS 377, IS 807, or FEM codes). Ø All load-bearing members (e.g., hooks, ropes, chains, structural beams) must have a FoS of 5 with respect to the ultimate tensile strength of the materials used. Ø The certification, testing, and inspection (load tests, proof load tests, etc.) must demonstrate compliance before commissioning.
9.	Remote System	Wired
10.	Double Speed in Lifting and Transportation	Yes
11.	Class of Duty	Minimum M8 and A8 as per IS 13834(Part-1): 194
12.	Main Hoist Speed	Fast: 4.0 - 5.0 m/min, Slow: 0.7 - 1.4 m/min (dual speed with pole changing motors, with speeds in a similar range)
13.	Cross Travel Speed	Fast: 20.0 m/min, Slow: 2.0 - 5.0 m/min (dual-speed cross travel, with varying methods (VFD or pole changing) and slow speeds)
14.	Long Travel Speed	Fast: 20.0 - 25.0 m/min, Slow: 2.0 - 6.0 m/min (dual-speed long travel, with varying drive types (VFD or pole changing) and speeds)
15.	Power Supply	3 Phase, 415 V, 50 Hz
16.	Control	Independently movable mobile push button pendant
17.	Overload	Required, with appropriate device/limiter
18.	Limit Switches	Required for Hoist (Top/Bottom), Cross Travel, and Long Travel and to prevent collision with already existed movable lighting system
19.	Brakes	Fail-safe type required on Hoist, Cross Travel, and Long Travel
20.	LT Power Supply System	DSL Bus bar system, minimum 100Amp, 4-Pole with Current Collector
21.	LT Rail	Suitable rail section, bidders to specify material grade and dimensions
22.	Hoist & CT Power Supply	Festooning cable system with tracks
23.	Bridge Girder Construction	Box type construction, designed to meet deflection criteria
24.	Hook Type (Main Hoist)	Shank Type Hook with Lock
25.	Buzzer Alarm	Required for All Travel Motion

26.	Painting	Suitable industrial paint system, RAL 104 preferred, minimum DFT 120 micros
27.	Warranty	12 Months Comprehensive Warranty Against Any Manufacturing Defect from the Date of Final Acceptance.
28.	Delivery Location	PSL Department C/o International Centre for Automotive Technology (Centre - 2), Plot No. 1, Sector -M-11, HSIIDC, IMT-Manesar, Gurugram-122051 Haryana (India)

Ø **Calibration and Test Certificate Requirement:** The Supplier shall ensure that the 5 Ton Overhead Crane is delivered with all requisite Test Certificates and, where applicable, Calibration Certificates, issued by the Original Equipment Manufacturer (OEM) or a competent testing agency accredited by NABL or an Government-recognized authority.

The Test Certificate shall confirm that the crane and its critical components including but not limited to load-bearing structures, wire ropes, hooks, hoist mechanisms, and safety interlocks have been inspected, tested, and verified in accordance with relevant Indian Standards (such as IS 3177, IS 807, IS 3938, or equivalent international standards), and are capable of safely lifting the rated load of 5 Tons.

Wherever applicable, Calibration Certificates shall be provided for components such as load indicators, load cells, and other measuring or control devices, duly calibrated against traceable national or international standards. Each certificate shall specify the test or calibration date, parameters tested, test results, measurement uncertainty (where applicable), validity period, and reference to the applicable standards.

All certificates shall form an integral part of the inspection and acceptance documentation and shall be submitted along with the equipment at the time of delivery, installation, or commissioning. Failure to furnish the required certificates shall be treated as a material non-compliance with tender conditions, entitling ICAT to withhold acceptance or payments until compliance is achieved, without prejudice to any other remedies available under the conditions stipulated in the bid document.

A.4 Other Technical Conditions:

1. **Submission of Quotation and Technical Documentation:** The Bidder shall submit a comprehensive quotation strictly in accordance with the technical specifications, scope of work, and terms and conditions stipulated in this Tender Document. The bid submission shall be complete in all respects and accompanied by the following technical documentation.

Ø Brand Name and Model Number of the offered product.

Ø Detailed Technical Specifications corresponding to the tendered requirements.

Ø Original Technical Literature, Product Brochures, and Catalogues clearly indicating compliance with each parameter specified in the tender; and

Ø A duly filled Statement of Compliance in the format prescribed under the Technical Specification section for each item offered, supported by verifiable and authentic documentation (such as OEM drawings, test reports, or certifications).

All pages of the bid, including technical documentation, annexures, and any corrections or amendments shall be duly signed and stamped by the authorized signatory of the bidding entity, thereby certifying their accuracy and authenticity.

Failure to submit the required documentation or to comply with any of the above conditions shall render the bid non-responsive, and the Purchaser reserves the right to reject such bids outright without any further correspondence or clarification, at its sole discretion.

2. **Civil, Structural, and Foundation Works:** No new civil, structural, or foundation works shall be undertaken under this Contract. The Bidder/Contractor shall be required to utilize and integrate the existing civil, structural, and foundation infrastructure made available at the site. It shall be the Bidder's responsibility to inspect, assess, and verify the adequacy, suitability, and compatibility of the existing structures for the proposed scope of work prior to bid submission.

The Bidder shall factor into their proposal all necessary adjustments, interfacing requirements, and ancillary provisions needed to ensure proper utilisation of the existing infrastructure. Any modification, reinforcement, or restoration work shall be performed only if explicitly instructed in writing by the ICAT and shall not be considered part of the base scope unless specified otherwise in this Tender Document.

3. **Site Visit and Structural Stability Verification:** A site visit is **strongly recommended** for all prospective bidders prior to submission of their bids to inspect and assess the existing structural conditions at the designated installation site for the 5 Ton Overhead Crane. The purpose of the site visit is to enable

he bidder to evaluate the suitability, load-bearing capacity, and overall stability of the existing structure or support frame intended for crane installation. Bidders are advised to consider any structural modifications or strengthening that may be necessary to ensure safe and compliant installation, commissioning, and operation of the crane.

After award of the contract, the successful bidder shall be fully responsible for verifying the structural integrity and stability of the existing frame and associated supports prior to installation. The bidder shall carry out a comprehensive structural assessment of the site to ensure that the structure can safely withstand the static and dynamic loads imposed by the crane during operation.

In case the assessment identifies any deficiency or the need for additional reinforcement or modification, the responsibility for providing the design, fabrication, and implementation of the necessary strengthening measures shall lie entirely within the scope of the successful bidder, at no additional cost to the Purchaser, and in accordance with applicable engineering and safety standards (such as IS 3177, IS 807, or equivalent).

The bidder shall also submit a structural stability certificate or report from a qualified structural engineer confirming the adequacy of the existing and/or modified structure prior to the commissioning of the crane. Failure to perform the site assessment or to ensure adequate structural stability shall be treated as non-compliance with the tender conditions, without prejudice to ICAT's rights under the Contract.

The site visit shall be conducted strictly within the period from **26th November' 2025 to 11th December' 2025**, during office hours from **09:00 Hrs to 16:00 Hrs**. Bidders must submit a written request to the Purchaser at least two (2) working days prior to their intended visit date to allow for necessary access arrangements and coordination.

All costs and expenses incurred in connection with the site visit, including travel, accommodation, and other incidental charges, shall be borne solely by the bidder.

Important: No claims, requests for extensions, or any form of dispute arising from lack of knowledge or understanding of the site conditions will be entertained after bid submission if the bidder has not conducted the site visit within the stipulated timeline. By submitting a bid, the bidder shall be deemed to have fully acquainted themselves with the site conditions and to have submitted their proposal accordingly, in full compliance with the requirements specified in the bid document.

4. **Product Availability, Spares, and Technical Support:** The equipment and associated component offered under this Tender shall not be categorized as **End-of-Life (EOL) or End-of-Sale (EOS)** as on the date of bid submission. The Bidder shall submit a self-declaration confirming the availability, continued support, and serviceability of the quoted products.

If the quoted model is **withdrawn, discontinued, or rendered unsupported** prior to delivery or during the warranty period, the Bidder shall, at **no additional cost to ICAT**, provide a **functionally equivalent or superior product** that meets or exceeds the original technical specifications, ensuring **no disruption to ICAT's operational requirements**.

The Bidder shall also **guarantee the availability of spares, components, and technical support** for the quoted equipment for a period of **ten (10) years** from the date of completion of the **twelve (12) months warranty period**, including but not limited to **mechanical, electrical, and control system parts, consumables, and any proprietary components**. The Bidder shall ensure the **availability of qualified personnel, technical guidance, and support services** during this period to maintain the operational readiness of the equipment.

Non-compliance with the above requirements or failure to provide adequate support, spares, or replacement equipment shall constitute a **breach of contractual obligations**, entitling ICAT to take appropriate action **under the conditions stipulated in the Bid Document**, including but not limited to **withholding payments, invoking performance security, or arranging procurement of equivalent support at the Supplier's risk and cost**, without prejudice to any other rights or remedies available to ICAT under law or contract.

5. **Free-of-Cost Training:** The Successful Bidder shall provide comprehensive training on the operator maintenance, and effective utilization of the 5 Ton Overhead Crane at no additional cost to ICAT. The training shall be conducted on-site at ICAT premises and shall cover all relevant aspects of the equipment, including but not limited to

- Ø Safe operation and handling of the crane.
- Ø Routine and preventive maintenance procedures.
- Ø Hardware setup, control system operation, and software interfaces (if applicable).
- Ø Troubleshooting, fault diagnosis, and remedial measures; and
- Ø Any other functionalities as required for efficient and safe utilization of the equipment.

The training program shall be scheduled and completed within a reasonable timeframe following the successful delivery, installation, testing, and commissioning of the crane. The Bidder shall ensure that all training sessions are conducted by qualified and experienced personnel and shall provide comprehensive training materials, manuals, and documentation to all participating personnel.

The provision of this training is a mandatory obligation under the contract and shall not be treated as a separate service or attract any additional charges. Non-compliance with this requirement shall be deemed a breach of contract, entitling ICAT to take action under the conditions stipulated in the Bid Document including but not limited to withholding payments or invoking performance security.

6. **Standard Safety Mechanisms for 5 Ton Overhead Crane:** The Successful Bidder shall ensure that the 5 Ton Overhead Crane is equipped with all mandatory safety mechanisms and protective systems as per applicable national and international standards for overhead cranes (including but not limited to IS 177, IS 3938, and relevant ISO/IEC standards). The safety features shall include, but not be limited to, the following.
- a) **Overload Protection:** The crane shall be equipped with reliable **overload limiting devices** to prevent lifting loads beyond the rated capacity of 5 Tons. The system shall automatically prevent hoisting if the load exceeds permissible limits.
 - b) **Emergency Stop Mechanism:** Provision of **easily accessible emergency stop controls** for immediate cessation of crane operation in case of hazardous conditions.
 - c) **Limit Switches:** The crane shall be provided with **upper and lower travel limit switches** for the hoist and trolley to prevent over-travel and accidental impact with structural elements.
 - d) **Anti-Collision and Buffer Systems:** The crane shall include **mechanical or electronic bumpers, buffers, or anti-collision devices** to prevent collision with building structures, other cranes, or equipment within the workspace.
 - e) **Brake Systems:** Provision of **fail-safe mechanical or electromagnetic brakes** on the hoist and trolley to ensure the load remains stationary in case of power failure or operational interruption.
 - f) **Wire Rope and Hook Safety:** Hooks shall be fitted with **safety latches** to prevent load slippage. Wire ropes, chains, and lifting accessories shall comply with **relevant standards**, and periodic inspection protocols shall be provided.
 - g) **Control System Safety:** Control panels and remote-control devices shall be designed with **interlocks, emergency cutoffs, and ergonomic safety features** to minimize operator errors and hazards.
 - h) **Signage and Warning Systems:** The crane shall be equipped with **visual and audible warning devices**, including hoist motion indicators, load warning alarms, and clearly visible signage indicating rated load capacity and operational limits.
 - i) **Grounding and Electrical Safety:** All electrical systems shall be properly **grounded and insulated**, and protection shall be provided against **short circuits, phase failures, and electrical hazards**.
 - j) **Periodic Inspection and Testing:** The Successful Bidder shall provide protocols for **routine inspection, preventive maintenance, and safety testing** in compliance with statutory and ICAT requirements.
 - k) **Compliance Certification:** The crane shall be supplied with **all necessary certificates of conformity, load test reports, and calibration/test certificates** issued by recognized authorities or accredited testing agencies.

The Successful Bidder shall be **fully responsible for ensuring the operational safety of the crane during installation, commissioning, and use**, and any failure to comply with these safety requirements shall constitute a **material breach of contract**, entitling ICAT to invoke contractual remedies including withholding payments, liquidated damages, or replacement/rectification at the Bidder's cost.

7. **Delivery Instructions:** The Successful Bidder shall deliver the 5 Ton Overhead Crane along with all associated components, accessories, and documentation to the designated ICAT site as specified in the Purchase Order. Delivery shall be executed strictly in accordance with the terms, conditions, and timelines stipulated in the Contract.

The Bidder shall ensure that all equipment is securely packed, properly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all requisite documentation, including but not limited to:

- Ø **Original invoices.**
- Ø **Packing lists.**
- Ø **User manuals and operational guides.**
- Ø **Warranty certificates; and**
- Ø **Any applicable customs, regulatory, or statutory documentation.**

Upon arrival at the delivery location, the Bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and formal acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented jointly by both parties and addressed promptly by the Bidder.

der.

The Bidder shall be solely responsible for completing all delivery-related formalities, including obtaining receipts or delivery acknowledgements, and shall bear all risks, responsibilities, and costs associated with transportation until the goods are duly received and accepted by ICAT.

Failure to comply with these delivery instructions may constitute a breach of contractual obligations, entitling ICAT to take appropriate action under the conditions stipulated in the Bid Document, including but not limited to withholding payments, imposition of liquidated damages, or other remedies available under law or contract.

8. **Equipment Insurance Instructions:** The Successful Bidder shall be solely responsible for arranging and maintaining comprehensive transit insurance for the 5 Ton Overhead Crane and all associated components from the point of dispatch until successful delivery and formal acceptance by ICAT. **The insurance coverage shall be for 100% of the total contract value of the equipment and shall cover all risks, including but not limited to damage, loss, theft, fire, accident, or any unforeseen contingencies that may occur during transportation.**

The Bidder shall ensure completion of all insurance formalities and shall provide ICAT with relevant insurance documentation prior to or along with the delivery. The Bidder shall also remain responsible for all risks, costs, and liabilities associated with transportation until the equipment is duly received, inspected, and formally accepted by ICAT's authorized representatives.

Failure to comply with these insurance requirements shall be deemed a breach of contractual obligation, entitling ICAT to take appropriate action under the conditions stipulated in the Bid Document, including but not limited to withholding payments, invoking performance security, or arranging alternate coverage at the Bidder's cost.

9. **Notification of Buyer's Responsibilities:** The Successful Bidder shall, within thirty (30) calendar days or earlier from the date of issuance of the Purchase Order (PO), provide timely and advance written notification to ICAT specifying any requirements, materials, services, or facilities necessary for the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane that fall outside the scope of the Successful Bidder's contractual obligations and are to be arranged by ICAT.

Such notification shall be made with sufficient lead time to enable ICAT to make the necessary arrangements without causing any delay to the project schedule. Failure to provide such timely notification shall not relieve the Successful Bidder of its obligations under the contract, nor shall it exempt the Successful Bidder from responsibility for any resultant delays, additional costs, or disruptions arising from such oversight.

10. **Storage, Material Handling, and Safety Requirements:** The Successful Bidder shall be solely responsible for the safe handling, storage, and management of all equipment, components, tools, and materials required for the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane.

The Successful Bidder shall ensure that:

- a) **Storage Conditions:** All equipment and materials are stored in a manner that prevents damage, deterioration, theft, or loss, and in compliance with all applicable **safety and regulatory standards**. Designated storage areas shall be maintained in a clean, organized, and secure condition.
- b) **Material Handling and Safety:** Safe handling practices must be always followed. The Successful Bidder shall provide all necessary **lifting, rigging, and safety equipment** and ensure that personnel engaged in these activities are adequately trained and equipped with appropriate **personal protective equipment (PPE)**.
- c) **Lab Operations Continuity:** All activities related to the execution of the contract shall be **planned and coordinated** so that the **daily operations and ongoing activities of ICAT Labs are not disrupted or compromised**. Any movement of materials, crane erection, or testing activities shall be carried out in a manner that **minimizes interference** with lab personnel and ongoing work.
- d) **Compliance with Regulations:** The Successful Bidder shall comply with all applicable **statutory, regulatory, and ICAT safety requirements**, including fire safety, electrical safety, and environmental norms.
- e) **Labour Compliance:** The Successful Bidder shall comply with all applicable **labour laws, regulations, and statutory requirements**, including but not limited to employee wages, insurance, health, safety, and welfare. The Successful Bidder shall ensure that all personnel engaged for the execution of this contract are lawfully employed, adequately trained, and provided with all mandatory protections. ICAT shall not be liable for any claims, disputes, or liabilities arising out of non-compliance by the Successful Bidder.

Failure to comply with the above requirements, or any damage, injury, or disruption caused due to negligence in storage, handling, or execution, shall be the **sole responsibility of the Successful Bidder**, and ICAT reserves the right to **withhold payments, recover costs, or take other contractual remedies** as deemed necessary.

11. **Delivery, Commissioning, and Training Completion Period:** The Successful Bidder shall complete the **delivery, installation, testing, commissioning, and all associated activities, including on-site comprehensive training for the 5 Ton Overhead Crane within One Hundred Twenty (120) calendar days from the date of receipt of the GeM Contract / Purchase Order.** Time shall be considered the essence of the contract, and strict adherence to the stipulated completion period is a mandatory contractual obligation. The training shall be conducted on-site at ICAT premises and shall cover all aspects of the crane's operation, maintenance, troubleshooting, and safe utilization, as detailed under the Free-of-Cost Training clause. Any delay in completion beyond the specified period shall render the Bidder liable for liquidated damages and other remedies as provided under the conditions stipulated in the Bid Document. The Bidder shall ensure full coordination with ICAT's authorized representatives, timely mobilization of resources, and proper scheduling of all activities to ensure completion, commissioning, and training within the prescribed timeframe.
12. **Liquidated Damages:** Time is of the essence of this contract. In the event the Successful Bidder fails to complete the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane within the stipulated period of 120 calendar days from the date of receipt of the GeM Contract / Purchase Order, the Bidder shall be liable to pay liquidated damages (LD) to ICAT. Liquidated damages shall be calculated at the rate of **0.5%** of the total contract value per week of delay or part thereof, subject to a maximum deduction of **10%** of the total contract value. Such liquidated damages are agreed to be a genuine pre-estimate of loss and damage caused by the delay and shall be without prejudice to ICAT's rights to terminate the contract for extended delays as per the conditions stipulated in the Bid Document. The imposition of liquidated damages shall not relieve the Bidder of its obligation to complete the delivery, installation, commissioning, and training of the crane, nor shall it affect any other rights or remedies available to ICAT under the contract or applicable law.
13. **Payment Term:** The payment for the 5 Ton Overhead Crane, including all associated services, shall be made by ICAT in the following manner
- Ø **Sixty Percent (60%)** of the Contract Value shall be released against submission of GST-compliant invoice(s) upon receipt of the equipment and associated components at the designated ICAT site, duly inspected and verified to be defect-free.
 - Ø **Twenty Percent (20%)** of the Contract Value shall be released after successful installation, testing, and commissioning of the crane at the ICAT site, including verification of proper functioning in accordance with the technical specifications and contract requirements.
 - Ø **Balance Twenty Percent (20%)** of the Contract Value shall be released after final acceptance of the equipment, including completion of on-site training, submission of all associated documentation (manuals, warranty certificates, calibration/test certificates if applicable), and certification of satisfactory execution of the entire scope of work as per the tender document. Simultaneously, the Successful Bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to Five Percent (5%) of the total contract value, valid till the completion of the warranty period, i.e., 12 months from the date of final acceptance to secure proper performance, warranty obligations, and rectification of any deficiencies.
- All payments shall be subject to **deductions for liquidated damages, penalties, or other claims** under the conditions stipulated in the bid document. The Bidder shall bear all costs associated with the preparation and submission of invoices and bank guarantees, and ICAT shall not be liable for interest or compensation for delays beyond the contractual terms.
14. **Comprehensive Warranty Condition:** The Supplier shall provide a Comprehensive Warranty for the **5 Ton Overhead Crane for a period of twelve (12) months**, commencing from the date of final acceptance of the equipment by ICAT after successful installation, testing, and commissioning. During this warranty period, the Supplier shall be fully responsible for the repair, replacement, and rectification of any defect, malfunction, or performance deficiency arising from defective design, inferior material, poor workmanship, or installation deficiencies, at no additional cost to ICAT. The warranty shall comprehensively cover all **mechanical, electrical, control, and structural components** of the crane, including but not limited to **hoist assemblies, gearboxes, motors, brakes, wire ropes, limit switches, control panels, pendant stations, and safety devices**. All **spare parts, consumables, labour, and transportation** required for rectification during the warranty period shall be supplied by the Supplier at their own cost. The Supplier shall ensure the **availability of qualified technical personnel** to attend to any complaint within **forty-eight (48) hours** of receipt of intimation from ICAT. Any repaired or replaced component shall carry a warranty equal to the **unexpired portion of the original warranty or six (6) months from the date of replacement**, whichever is later. Failure to comply with the warranty obligations or undue delay in attending to reported issues shall constitute a breach of contract.

titute a breach of contractual obligations, entitling ICAT to take appropriate action in accordance with the conditions stipulated in the Bid Document, including but not limited to the withholding of payments, invocation of Performance Security, or execution of rectification work at the Supplier's risk and cost, without prejudice to any other rights or remedies available to ICAT under the applicable laws and contractual provisions.

15. Performance Security:

- a) The Successful Bidder shall furnish a Performance Security equivalent to **Five Percent (5%) of the total contract value in favour of "International Centre For Automotive Technology"**. This may be submitted in the form of **Performance Bank Guarantee (PBG) issued by a schedule bank acceptable to ICAT, and/or a Fixed Deposit Receipt (FDR) pledged in favour of "International Centre For Automotive Technology"**.
- b) The Performance Security shall remain valid for the entire warranty period of the 5 Ton Overhead Crane, i.e., twelve (12) months from the date of final acceptance, and shall include an additional claim period of sixty (60) days beyond the expiry of the warranty period to allow ICAT to lodge any claims arising during the warranty.
- c) The Performance Security shall serve as security for the due performance of the contract, including adherence to warranty obligations, timely rectification of defects, and fulfilment of all contractual commitments. ICAT shall have the right to invoke the Security, in whole or in part, in the event of failure, delay, deficiency, or non-performance by the Bidder in accordance with the terms and conditions of the contract and the bid document.
- d) The Bidder shall bear all costs associated with obtaining and maintaining the Performance Security. The Security, whether in the form of a PBG or FDR, shall be issued by a scheduled bank acceptable to ICAT and shall be enforceable on demand.
- e) The release of the Performance Security shall occur only after successful completion of the warranty period and the expiration of the additional claim period, subject to ICAT's satisfaction regarding performance and resolution of any pending claims.

- 16. Retention in Lieu of Non-Submission of Performance Bank Guarantee (PBG):** In the event the Successful Bidder fails to furnish the Performance Bank Guarantee (PBG) or FDR as required under the contract within the prescribed timeframe, ICAT reserves the right to withhold an amount equivalent to Five Percent (5%) of the total contract value from any payment due to the bidder, including the final invoice. Such retention amount shall be held by ICAT as security in lieu of the PBG, without any obligation to pay interest thereon. The withheld amount shall be released only upon successful completion of the warranty period (12 months from the date of final acceptance), including the expiry of the additional claim period of sixty (60) days, and upon the full and satisfactory fulfilment of all contractual obligations, including the rectification of any defects, deficiencies, or outstanding issues. ICAT's right to retain this amount shall be without prejudice to any other rights or remedies available under the contract or applicable law.

17. Assignment and Sub-Contracting

- a) The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- b) The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- c) Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
- d) Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

18. ICAT's Rights

- a) **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the 5 Ton Overhead Crane and all associated components at any stage during manufacturing, pre-delivery, delivery, installation, commissioning, and operation phases to ensure strict compliance with the tender specifications, contractual obligations, and applicable standards.
- b) **Right to Reject:** ICAT shall have the right to reject any equipment, components, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual terms. Rejected items or services shall be replaced, rectified, or remedied by the Successful Bidder at no additional cost to ICAT within the stipulated timeframe.
- c) **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment, components, or services at any time during the contract period to ensure alignment with operational requirements, safety standards, and contractual obligations.
- d) **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, certifications, and related records pertaining to the supply, installation, commissioning, and operation of the 5 Ton Overhead Crane.
- e) **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
- f) **Right to Final Acceptance:** Final acceptance of the 5 Ton Overhead Crane shall rest solely with ICAT and shall be contingent upon satisfactory fulfillment of all technical, operational, and contractual requirements, as determined by ICAT's authorized representatives.
- g) **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify or cancel the tender process, in whole or in part, at any stage without assigning any reason and without incurring any liability to any bidder or party.
19. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).
20. **Delivery Terms:** The delivery of all materials, equipment, components, and tools required for the execution of the contract shall be on a Free on Road (FOR) basis to the ICAT Project Site at Manesar. The responsibility for packing, forwarding, loading, transportation, transit insurance, and unloading of all goods at the designated ICAT site shall rest solely with the Contractor. All deliveries shall be made in good condition, properly secured, and ready for immediate use or installation, as applicable under the contract.
21. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)

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

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5. Buyer Added Bid Specific ATC

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

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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 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 respond 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 / ac rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment 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 बिड 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 प्राधिकार 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 Restriction on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this 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 this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Additional Terms & Conditions (ATC)

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Additional Terms & Conditions (ATC)

NIT (Notice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT), having GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under Two-Bid System (Technical Bid and Financial Bid) from experienced and eligible bidders for **“Supply, Installation, Testing, Commissioning and Training of 5-Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana)”**.

Tender Activity Schedule

Scope of Supply	Supply, Installation, Testing, Commissioning and Training of 5-Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana)
Detailed Technical Specification	Please Refer “Annexure - A”
Site Location	PSL Department at ICAT Centre - 2, Manesar (Haryana)
Earnest Money Deposit (EMD) Or Bid Security Declaration	<p>Earnest Money Deposit (EMD): INR 1,02,000/- (Rupees One Lakh Two Thousand Only) shall be submitted in form of DD/Bank Guarantee/Banker’s Cheque & FDR drawn in favour of “International Centre for Automotive Technology”, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name “International Centre for Automotive Technology”.</p> <p style="text-align: center;">Or</p> <p>Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids). <i>Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.</i></p> <p style="text-align: center;">Or</p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per “Form IV” 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</p>
Eligibility Criteria	Please Refer “Annexure - D” of the ATC Document
Site Visit	<p>Prospective bidders are strongly advised to undertake a site visit to the PSL Department prior to the submission of their bids. The purpose of the site visit is to enable bidders to obtain all necessary information regarding the existing system setup, technical specifications, site conditions, and any other relevant operational aspects, so as to facilitate the preparation of a complete, accurate, and responsive proposal.</p> <p>The site visit is optional but highly recommended. All costs and expenses related to the site visit, including travel, accommodation, and any other incidental expenditures, shall be borne entirely and exclusively by the bidder.</p> <p>Site Visit Schedule</p> <ul style="list-style-type: none"> • Permissible Period: From 26th November’ 2025 to 11th December’ 2025

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	<ul style="list-style-type: none"> • Timings: Between 09:00 Hrs to 16:00 Hrs (Indian Standard Time) on working days only <p>Bidders intending to visit the site shall be required to submit a written request to the Purchaser at least two (2) working days in advance of the proposed date of visit. This is to ensure adequate coordination and to facilitate necessary access permissions. The Purchaser (ICAT) shall not be responsible for any logistical arrangements or expenses incurred by the bidders in connection with the site visit.</p>
<p>The Last Date of Receipt of Queries if any,</p>	<p>Submission of Pre-Bid Queries Bidders are required to submit their queries, if any, in writing to <i>E-mail ID</i> by 4th December' 2025 up to 1700 Hrs. <i>Mail ID: sanjeev.kumar@icat.in, abhishek.mittal@icat.in, ashish@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in</i></p>
<p>Date for Clarification Meeting</p>	<p>Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.</p> <ul style="list-style-type: none"> ➤ Date: 8th December' 2025 ➤ Time: 14:00 Hrs. ➤ Venue: PSL Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051, Haryana ➤ Mode: Physical or Virtual Meeting <p>All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.</p>

ICAT Bank Details for NEFT/RTGS (In case any bidder deposits the EMD of INR 1,02,000/- 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

- ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.

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Annexure - A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Supply, Installation, Testing, Commissioning and Training of One (1) Unit 5 Ton Overhead Crane with All Associated Components in PSL Department at ICAT Centre - 2, Manesar (Haryana)”**.

A.1 Scope of Supply Details:

Product Description	Quantity	Delivery Location	Delivery Period
5 Ton Overhead Crane with All Associated Components for PSL Department at ICAT Centre - 2, Manesar (Haryana)	1 Unit	PSL Department at ICAT Centre - 2	120 Days from GeM Date of GeM Contract

A.2 General Purpose of the Equipment

The Equipment to be procured under this Tender is intended for use as a **lifting station capable of handling barriers or loads up to 5 Tons**. The equipment shall be designed and manufactured to provide **safe, reliable, and precise lifting operations**, ensuring structural stability and operational efficiency under full rated load conditions. It shall be capable of **lifting, positioning, and holding barriers or components** in accordance with applicable **industrial safety standards and engineering practices**.

The Equipment shall serve as an **essential tool for material handling, testing, or assembly operations**, facilitating **efficient, controlled, and reproducible lifting tasks**. It shall be suitable for **industrial or automotive applications**, and its operation shall comply with all **relevant statutory, safety, and regulatory requirements**. The design, construction, and operation of the equipment shall ensure **durability, operational safety, and minimal maintenance**, thereby supporting uninterrupted workflow and adherence to operational schedules.

A.3 Technical Specification and Features of 5 Ton Overhead Crane with All Associated Components

Detailed Technical Specification of 5 Ton Overhead Crane with All Associated Components

SI No.	Parameters	Technical Specifications / Features
1.	Capacity	5 Ton
2.	Location	Indoor
3.	Span (Cross Travel)	31 Meter (Tolerance of 1 Meter)
4.	Lift	6 Meter
5.	Bay Length (Long Travel)	26 Meter
6.	C/C Column	6.5 Meter
7.	Operating Temperature Range	0°C to 50°C
8.	Factor of Safety	5 (A 5-ton overhead crane with a Factor of Safety of 5 means that all critical components are designed to withstand up to 25 tons of load before failure, ensuring safe and reliable operation under rated load conditions in accordance with relevant engineering and safety

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SI No.	Parameters	Technical Specifications / Features
		standards) <ul style="list-style-type: none"> ➤ The design and manufacturing must comply with IS/ISO/BIS standards (such as IS 3177, IS 807, or FEM codes). ➤ All load-bearing members (e.g., hooks, ropes, chains, structural beams) must have a FoS ≥ 5 with respect to the ultimate tensile strength of the materials used. ➤ The certification, testing, and inspection (load tests, proof load tests, etc.) must demonstrate compliance before commissioning.
9.	Remote System	Wired
10.	Double Speed in Lifting and Transportation	Yes
11.	Class of Duty	Minimum M8 and A8 as per IS 13834(Part-1): 1994
12.	Main Hoist Speed	Fast: 4.0 - 5.0 m/ min, Slow: 0.7 - 1.4 m/ min (dual-speed with pole changing motors, with speeds in a similar range)
13.	Cross Travel Speed	Fast: 20.0 m/ min, Slow: 2.0 - 5.0 m/ min (dual-speed cross travel, with varying methods (VFD or pole changing) and slow speeds)
14.	Long Travel Speed	Fast: 20.0 - 25.0 m/ min, Slow: 2.0 - 6.0 m/ min (dual-speed long travel, with varying drive types (VFD or pole changing) and speeds)
15.	Power Supply	3 Phase, 415 V, 50 Hz
16.	Control	Independently movable mobile push button pendant
17.	Overload	Required, with appropriate device/limiter
18.	Limit Switches	Required for Hoist (Top/Bottom), Cross Travel, and Long Travel and to prevent collision with already existed movable lighting system
19.	Brakes	Fail-safe type required on Hoist, Cross Travel, and Long Travel
20.	LT Power Supply System	DSL Bus bar system, minimum 100Amp, 4-Pole with Current Collector
21.	LT Rail	Suitable rail section, bidders to specify material grade and dimensions
22.	Hoist & CT Power Supply	Festooning cable system with tracks
23.	Bridge Girder Construction	Box type construction, designed to meet deflection criteria
24.	Hook Type (Main Hoist)	Shank Type Hook with Lock
25.	Buzzer Alarm	Required for All Travel Motion

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SI No.	Parameters	Technical Specifications / Features
26.	Painting	Suitable industrial paint system, RAL 1004 preferred, minimum DFT 120 microns
27.	Warranty	12 Months Comprehensive Warranty Against Any Manufacturing Defect from the Date of Final Acceptance.
28.	Delivery Location	PSL Department C/o International Centre for Automotive Technology (Centre - 2), Plot No. 1, Sector-M-11, HSIIDC, IMT-Manesar, Gurugram-122051, Haryana (India)

- **Calibration and Test Certificate Requirement:** The Supplier shall ensure that the 5 Ton Overhead Crane is delivered with all requisite Test Certificates and, where applicable, Calibration Certificates, issued by the Original Equipment Manufacturer (OEM) or a competent testing agency accredited by NABL or any Government-recognized authority. The Test Certificate shall confirm that the crane and its critical components including but not limited to load-bearing structures, wire ropes, hooks, hoist mechanisms, and safety interlocks have been inspected, tested, and verified in accordance with relevant Indian Standards (such as IS 3177, IS 807, IS 3938, or equivalent international standards), and are capable of safely lifting the rated load of 5 Tons.
- Wherever applicable, Calibration Certificates shall be provided for components such as load indicators, load cells, and other measuring or control devices, duly calibrated against traceable national or international standards. Each certificate shall specify the test or calibration date, parameters tested, test results, measurement uncertainty (where applicable), validity period, and reference to the applicable standards.
- All certificates shall form an integral part of the inspection and acceptance documentation and shall be submitted along with the equipment at the time of delivery, installation, or commissioning. Failure to furnish the required certificates shall be treated as a material non-compliance with tender conditions, entitling ICAT to withhold acceptance or payments until compliance is achieved, without prejudice to any other remedies available under the conditions stipulated in the bid document.

A.4 Other Technical Conditions:

- Submission of Quotation and Technical Documentation:** The Bidder shall submit a comprehensive quotation strictly in accordance with the technical specifications, scope of work, and terms and conditions stipulated in this Tender Document. The bid submission shall be complete in all respects and accompanied by the following technical documentation.
 - Brand Name and Model Number of the offered product.
 - Detailed Technical Specifications corresponding to the tendered requirements.
 - Original Technical Literature, Product Brochures, and Catalogues clearly indicating compliance with each parameter specified in the tender; and
 - A duly filled Statement of Compliance in the format prescribed under the Technical Specification section for each item offered, supported by verifiable and authentic documentation (such as OEM datasheets, test reports, or certifications).

All pages of the bid, including technical documentation, annexures, and any corrections or amendments, shall be duly signed and stamped by the authorized signatory of the bidding entity, thereby certifying their accuracy and authenticity.

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Failure to submit the required documentation or to comply with any of the above conditions shall render the bid non-responsive, and the Purchaser reserves the right to reject such bids outright without any further correspondence or clarification, at its sole discretion.

2. **Civil, Structural, and Foundation Works:** No new civil, structural, or foundation works shall be undertaken under this Contract. The Bidder/Contractor shall be required to utilise and integrate the existing civil, structural, and foundation infrastructure made available at the site. It shall be the Bidder's responsibility to inspect, assess, and verify the adequacy, suitability, and compatibility of the existing structures for the proposed scope of work prior to bid submission. The Bidder shall factor into their proposal all necessary adjustments, interfacing requirements, and ancillary provisions needed to ensure proper utilisation of the existing infrastructure. Any modification, reinforcement, or restoration work shall be performed only if explicitly instructed in writing by the ICAT and shall not be considered part of the base scope unless specified otherwise in this Tender Document.
3. **Site Visit and Structural Stability Verification:** A site visit is **strongly recommended** for all prospective bidders prior to submission of their bids to inspect and assess the existing structural conditions at the designated installation site for the 5 Ton Overhead Crane. The purpose of the site visit is to enable the bidder to evaluate the suitability, load-bearing capacity, and overall stability of the existing structure or support frame intended for crane installation. Bidders are advised to consider any structural modifications or strengthening that may be necessary to ensure safe and compliant installation, commissioning, and operation of the crane. After award of the contract, the successful bidder shall be fully responsible for verifying the structural integrity and stability of the existing frame and associated supports prior to installation. The bidder shall carry out a comprehensive structural assessment of the site to ensure that the structure can safely withstand the static and dynamic loads imposed by the crane during operation.
In case the assessment identifies any deficiency or the need for additional reinforcement or modification, the responsibility for providing the design, fabrication, and implementation of the necessary strengthening measures shall lie entirely within the scope of the successful bidder, at no additional cost to the Purchaser, and in accordance with applicable engineering and safety standards (such as IS 3177, IS 807, or equivalent).
The bidder shall also submit a structural stability certificate or report from a qualified structural engineer confirming the adequacy of the existing and/or modified structure prior to the commissioning of the crane. Failure to perform the site assessment or to ensure adequate structural stability shall be treated as non-compliance with the tender conditions, without prejudice to ICAT's rights under the Contract.
The site visit shall be conducted strictly within the period from **26th November' 2025 to 11th December' 2025**, during office hours from **09:00 Hrs to 16:00 Hrs**. Bidders must submit a written request to the Purchaser at least two (2) working days prior to their intended visit date to allow for necessary access arrangements and coordination.
All costs and expenses incurred in connection with the site visit, including travel, accommodation, and other incidental charges, shall be borne solely by the bidder.

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Important: No claims, requests for extensions, or any form of dispute arising from lack of knowledge or understanding of the site conditions will be entertained after bid submission if the bidder has not conducted the site visit within the stipulated timeline. By submitting a bid, the bidder shall be deemed to have fully acquainted themselves with the site conditions and to have submitted their proposal accordingly, in full compliance with the requirements specified in the bid document.

4. **Product Availability, Spares, and Technical Support:** The equipment and associated components offered under this Tender shall not be categorized as **End-of-Life (EOL) or End-of-Sale (EOS)** as on the date of bid submission. The Bidder shall submit a self-declaration confirming the availability, continued support, and serviceability of the quoted products.

If the quoted model is **withdrawn, discontinued, or rendered unsupported** prior to delivery or during the warranty period, the Bidder shall, at **no additional cost to ICAT**, provide a **functionally equivalent or superior product** that meets or exceeds the original technical specifications, ensuring **no disruption to ICAT's operational requirements**.

The Bidder shall also **guarantee the availability of spares, components, and technical support** for the quoted equipment for a period of **ten (10) years** from the date of completion of the **twelve (12) months warranty period**, including but not limited to **mechanical, electrical, and control system parts, consumables, and any proprietary components**. The Bidder shall ensure the **availability of qualified personnel, technical guidance, and support services** during this period to maintain the operational readiness of the equipment.

Non-compliance with the above requirements or failure to provide adequate support, spares, or replacement equipment shall constitute a **breach of contractual obligations**, entitling ICAT to take appropriate action **under the conditions stipulated in the Bid Document**, including but not limited to **withholding payments, invoking performance security, or arranging procurement of equivalent support at the Supplier's risk and cost**, without prejudice to any other rights or remedies available to ICAT under law or contract.

5. **Free-of-Cost Training:** The Successful Bidder shall provide comprehensive training on the operation, maintenance, and effective utilization of the 5 Ton Overhead Crane at no additional cost to ICAT. The training shall be conducted on-site at ICAT premises and shall cover all relevant aspects of the equipment, including but not limited to

- Safe operation and handling of the crane.
- Routine and preventive maintenance procedures.
- Hardware setup, control system operation, and software interfaces (if applicable).
- Troubleshooting, fault diagnosis, and remedial measures; and
- Any other functionalities as required for efficient and safe utilization of the equipment.

The training program shall be scheduled and completed within a reasonable timeframe following the successful delivery, installation, testing, and commissioning of the crane. The Bidder shall ensure that all training sessions are conducted by qualified and experienced personnel and shall provide comprehensive training materials, manuals, and documentation to all participating personnel.

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The provision of this training is a mandatory obligation under the contract and shall not be treated as a separate service or attract any additional charges. Non-compliance with this requirement shall be deemed a breach of contract, entitling ICAT to take action under the conditions stipulated in the Bid Document, including but not limited to withholding payments or invoking performance security.

6. **Standard Safety Mechanisms for 5 Ton Overhead Crane:** The Successful Bidder shall ensure that the 5 Ton Overhead Crane is equipped with all mandatory safety mechanisms and protective systems as per applicable national and international standards for overhead cranes (including but not limited to IS 3177, IS 3938, and relevant ISO/IEC standards). The safety features shall include, but not be limited to, the following.
- a) **Overload Protection:** The crane shall be equipped with reliable **overload limiting devices** to prevent lifting loads beyond the rated capacity of 5 Tons. The system shall automatically prevent hoisting if the load exceeds permissible limits.
 - b) **Emergency Stop Mechanism:** Provision of **easily accessible emergency stop controls** for immediate cessation of crane operation in case of hazardous conditions.
 - c) **Limit Switches:** The crane shall be provided with **upper and lower travel limit switches** for the hoist and trolley to prevent over-travel and accidental impact with structural elements.
 - d) **Anti-Collision and Buffer Systems:** The crane shall include **mechanical or electronic bumpers, buffers, or anti-collision devices** to prevent collision with building structures, other cranes, or equipment within the workspace.
 - e) **Brake Systems:** Provision of **fail-safe mechanical or electromagnetic brakes** on the hoist and trolley to ensure the load remains stationary in case of power failure or operational interruption.
 - f) **Wire Rope and Hook Safety:** Hooks shall be fitted with **safety latches** to prevent load slippage. Wire ropes, chains, and lifting accessories shall comply with **relevant standards**, and periodic inspection protocols shall be provided.
 - g) **Control System Safety:** Control panels and remote-control devices shall be designed with **interlocks, emergency cutoffs, and ergonomic safety features** to minimize operator errors and hazards.
 - h) **Signage and Warning Systems:** The crane shall be equipped with **visual and audible warning devices**, including hoist motion indicators, load warning alarms, and clearly visible signage indicating rated load capacity and operational limits.
 - i) **Grounding and Electrical Safety:** All electrical systems shall be properly **grounded and insulated**, and protection shall be provided against **short circuits, phase failures, and electrical hazards**.
 - j) **Periodic Inspection and Testing:** The Successful Bidder shall provide protocols for **routine inspection, preventive maintenance, and safety testing** in compliance with statutory and ICAT requirements.
 - k) **Compliance Certification:** The crane shall be supplied with **all necessary certificates of conformity, load test reports, and calibration/test certificates** issued by recognized authorities or accredited testing agencies.

The Successful Bidder shall be **fully responsible for ensuring the operational safety of the crane during installation, commissioning, and use**, and any failure to comply with these safety requirements shall constitute a **material breach of contract**, entitling ICAT to invoke contractual remedies including withholding payments, liquidated damages, or replacement/rectification at the Bidder's cost.

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7. **Delivery Instructions:** The Successful Bidder shall deliver the 5 Ton Overhead Crane along with all associated components, accessories, and documentation to the designated ICAT site as specified in the Purchase Order. Delivery shall be executed strictly in accordance with the terms, conditions, and timelines stipulated in the Contract.

The Bidder shall ensure that all equipment is securely packed, properly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all requisite documentation, including but not limited to:

- **Original invoices.**
- **Packing lists.**
- **User manuals and operational guides.**
- **Warranty certificates; and**
- **Any applicable customs, regulatory, or statutory documentation.**

Upon arrival at the delivery location, the Bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and formal acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented jointly by both parties and addressed promptly by the Bidder.

The Bidder shall be solely responsible for completing all delivery-related formalities, including obtaining receipts or delivery acknowledgements, and shall bear all risks, responsibilities, and costs associated with transportation until the goods are duly received and accepted by ICAT.

Failure to comply with these delivery instructions may constitute a breach of contractual obligations, entitling ICAT to take appropriate action under the conditions stipulated in the Bid Document, including but not limited to withholding payments, imposition of liquidated damages, or other remedies available under law or contract.

8. **Equipment Insurance Instructions:** The Successful Bidder shall be solely responsible for arranging and maintaining comprehensive transit insurance for the 5 Ton Overhead Crane and all associated components from the point of dispatch until successful delivery and formal acceptance by ICAT. *The insurance coverage shall be for 100% of the total contract value of the equipment and shall cover all risks, including but not limited to damage, loss, theft, fire, accident, or any unforeseen contingencies that may occur during transportation.*

The Bidder shall ensure completion of all insurance formalities and shall provide ICAT with relevant insurance documentation prior to or along with the delivery. The Bidder shall also remain responsible for all risks, costs, and liabilities associated with transportation until the equipment is duly received, inspected, and formally accepted by ICAT's authorized representatives.

Failure to comply with these insurance requirements shall be deemed a breach of contractual obligations, entitling ICAT to take appropriate action under the conditions stipulated in the Bid Document, including but not limited to withholding payments, invoking performance security, or arranging alternate coverage at the Bidder's cost.

9. **Notification of Buyer's Responsibilities:** The Successful Bidder shall, within thirty (30) calendar days or earlier from the date of issuance of the Purchase Order (PO), provide timely and advance written notification to ICAT specifying any requirements, materials, services, or

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facilities necessary for the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane that fall outside the scope of the Successful Bidder's contractual obligations and are to be arranged by ICAT.

Such notification shall be made with sufficient lead time to enable ICAT to make the necessary arrangements without causing any delay to the project schedule. Failure to provide such timely notification shall not relieve the Successful Bidder of its obligations under the contract, nor shall it exempt the Successful Bidder from responsibility for any resultant delays, additional costs, or disruptions arising from such oversight.

10. **Storage, Material Handling, and Safety Requirements:** The Successful Bidder shall be solely responsible for the safe handling, storage, and management of all equipment, components, tools, and materials required for the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane.

The Successful Bidder shall ensure that:

- a) **Storage Conditions:** All equipment and materials are stored in a manner that prevents damage, deterioration, theft, or loss, and in compliance with all applicable **safety and regulatory standards**. Designated storage areas shall be maintained in a clean, organized, and secure condition.
- b) **Material Handling and Safety:** Safe handling practices must be always followed. The Successful Bidder shall provide all necessary **lifting, rigging, and safety equipment** and ensure that personnel engaged in these activities are adequately trained and equipped with appropriate **personal protective equipment (PPE)**.
- c) **Lab Operations Continuity:** All activities related to the execution of the contract shall be **planned and coordinated** so that the **daily operations and ongoing activities of ICAT Labs are not disrupted or compromised**. Any movement of materials, crane erection, or testing activities shall be carried out in a manner that **minimizes interference** with lab personnel and ongoing work.
- d) **Compliance with Regulations:** The Successful Bidder shall comply with all applicable **statutory, regulatory, and ICAT safety requirements**, including fire safety, electrical safety, and environmental norms.
- e) **Labour Compliance:** The Successful Bidder shall comply with all applicable **labour laws, regulations, and statutory requirements**, including but not limited to employee wages, insurance, health, safety, and welfare. The Successful Bidder shall ensure that all personnel engaged for the execution of this contract are lawfully employed, adequately trained, and provided with all mandatory protections. ICAT shall not be liable for any claims, disputes, or liabilities arising out of non-compliance by the Successful Bidder.

Failure to comply with the above requirements, or any damage, injury, or disruption caused due to negligence in storage, handling, or execution, shall be the **sole responsibility of the Successful Bidder**, and ICAT reserves the right to **withhold payments, recover costs, or take other contractual remedies** as deemed necessary.

11. **Delivery, Commissioning, and Training Completion Period:** The Successful Bidder shall complete the *delivery, installation, testing, commissioning, and all associated activities*,

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including on-site comprehensive training for the 5 Ton Overhead Crane within One Hundred Twenty (120) calendar days from the date of receipt of the GeM Contract / Purchase Order.

Time shall be considered the essence of the contract, and strict adherence to the stipulated completion period is a mandatory contractual obligation. The training shall be conducted on-site at ICAT premises and shall cover all aspects of the crane's operation, maintenance, troubleshooting, and safe utilization, as detailed under the Free-of-Cost Training clause.

Any delay in completion beyond the specified period shall render the Bidder liable for liquidated damages and other remedies as provided under the conditions stipulated in the Bid Document. The Bidder shall ensure full coordination with ICAT's authorized representatives, timely mobilization of resources, and proper scheduling of all activities to ensure completion, commissioning, and training within the prescribed timeframe.

12. **Liquidated Damages:** Time is of the essence of this contract. In the event the Successful Bidder fails to complete the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane within the stipulated period of 120 calendar days from the date of receipt of the GeM Contract / Purchase Order, the Bidder shall be liable to pay liquidated damages (LD) to ICAT.

Liquidated damages shall be calculated at the rate of **0.5%** of the total contract value per week of delay or part thereof, subject to a maximum deduction of **10%** of the total contract value. Such liquidated damages are agreed to be a genuine pre-estimate of loss and damage caused by the delay and shall be without prejudice to ICAT's rights to terminate the contract for extended delays as per the conditions stipulated in the Bid Document.

The imposition of liquidated damages shall not relieve the Bidder of its obligation to complete the delivery, installation, commissioning, and training of the crane, nor shall it affect any other rights or remedies available to ICAT under the contract or applicable law.

13. **Payment Term:** The payment for the 5 Ton Overhead Crane, including all associated services, shall be made by ICAT in the following manner

- **Sixty Percent (60%)** of the Contract Value shall be released against submission of GST-compliant invoice(s) upon receipt of the equipment and associated components at the designated ICAT site, duly inspected and verified to be defect-free.
- **Twenty Percent (20%)** of the Contract Value shall be released after successful installation, testing, and commissioning of the crane at the ICAT site, including verification of proper functioning in accordance with the technical specifications and contract requirements.
- **Balance Twenty Percent (20%)** of the Contract Value shall be released after final acceptance of the equipment, including completion of on-site training, submission of all associated documentation (manuals, warranty certificates, calibration/test certificates if applicable), and certification of satisfactory execution of the entire scope of work as per the tender document. Simultaneously, the Successful Bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to Five Percent (5%) of the total contract value, valid till the completion of the warranty period, i.e., 12 months from the date of final acceptance to secure proper performance, warranty obligations, and rectification of any deficiencies.

All payments shall be subject to **deductions for liquidated damages, penalties, or other claims** under the conditions stipulated in the bid document. The Bidder shall bear all costs associated

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with the preparation and submission of invoices and bank guarantees, and ICAT shall not be liable for interest or compensation for delays beyond the contractual terms.

14. **Comprehensive Warranty Condition:** The Supplier shall provide a Comprehensive Warranty for the *5 Ton Overhead Crane for a period of twelve (12) months*, commencing from the date of final acceptance of the equipment by ICAT after successful installation, testing, and commissioning. During this warranty period, the Supplier shall be fully responsible for the repair, replacement, and rectification of any defect, malfunction, or performance deficiency arising from defective design, inferior material, poor workmanship, or installation deficiencies, at no additional cost to ICAT.

The warranty shall comprehensively cover all **mechanical, electrical, control, and structural components** of the crane, including but not limited to **hoist assemblies, gearboxes, motors, brakes, wire ropes, limit switches, control panels, pendant stations, and safety devices**. All **spare parts, consumables, labour, and transportation** required for rectification during the warranty period shall be supplied by the Supplier at their own cost.

The Supplier shall ensure the **availability of qualified technical personnel** to attend to any complaint within **forty-eight (48) hours** of receipt of intimation from ICAT. Any repaired or replaced component shall carry a warranty equal to the **unexpired portion of the original warranty or six (6) months from the date of replacement**, whichever is later.

Failure to comply with the warranty obligations or undue delay in attending to reported issues shall constitute a breach of contractual obligations, entitling ICAT to take appropriate action in accordance with the conditions stipulated in the Bid Document, including but not limited to the withholding of payments, invocation of Performance Security, or execution of rectification work at the Supplier's risk and cost, without prejudice to any other rights or remedies available to ICAT under the applicable laws and contractual provisions.

15. **Performance Security:**

- a) The Successful Bidder shall furnish a Performance Security equivalent to *Five Percent (5%) of the total contract value in favour of "International Centre For Automotive Technology"*. This may be submitted in the form of *Performance Bank Guarantee (PBG) issued by a scheduled bank acceptable to ICAT, and/or a Fixed Deposit Receipt (FDR) pledged in favour of "International Centre For Automotive Technology"*.
- b) The Performance Security shall remain valid for the entire warranty period of the 5 Ton Overhead Crane, i.e., twelve (12) months from the date of final acceptance, and shall include an additional claim period of sixty (60) days beyond the expiry of the warranty period to allow ICAT to lodge any claims arising during the warranty.
- c) The Performance Security shall serve as security for the due performance of the contract, including adherence to warranty obligations, timely rectification of defects, and fulfilment of all contractual commitments. ICAT shall have the right to invoke the Security, in whole or in part, in the event of failure, delay, deficiency, or non-performance by the Bidder in accordance with the terms and conditions of the contract and the bid document.
- d) The Bidder shall bear all costs associated with obtaining and maintaining the Performance Security. The Security, whether in the form of a PBG or FDR, shall be issued by a scheduled bank acceptable to ICAT and shall be enforceable on demand.

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- e) The release of the Performance Security shall occur only after successful completion of the warranty period and the expiration of the additional claim period, subject to ICAT's satisfaction regarding performance and resolution of any pending claims.

16. **Retention in Lieu of Non-Submission of Performance Bank Guarantee (PBG):** In the event the Successful Bidder fails to furnish the Performance Bank Guarantee (PBG) or FDR as required under the contract within the prescribed timeframe, ICAT reserves the right to withhold an amount equivalent to Five Percent (5%) of the total contract value from any payment due to the bidder, including the final invoice.

Such retention amount shall be held by ICAT as security in lieu of the PBG, without any obligation to pay interest thereon. The withheld amount shall be released only upon successful completion of the warranty period (12 months from the date of final acceptance), including the expiry of the additional claim period of sixty (60) days, and upon the full and satisfactory fulfilment of all contractual obligations, including the rectification of any defects, deficiencies, or outstanding issues.

ICAT's right to retain this amount shall be without prejudice to any other rights or remedies available under the contract or applicable law.

17. Assignment and Sub-Contracting

- a) The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- b) The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- c) Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
- d) Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

18. ICAT's Rights

- a) **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the 5 Ton Overhead Crane and all associated components at any stage during manufacturing, pre-delivery, delivery, installation,

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commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual obligations, and applicable standards.

- b) **Right to Reject:** ICAT shall have the right to reject any equipment, components, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual terms. Rejected items or services shall be replaced, rectified, or remedied by the Successful Bidder at no additional cost to ICAT within the stipulated timeframe.
- c) **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment, components, or services at any time during the contract period to ensure alignment with operational requirements, safety standards, and contractual obligations.
- d) **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, certifications, and related records pertaining to the supply, installation, commissioning, and operation of the 5 Ton Overhead Crane.
- e) **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
- f) **Right to Final Acceptance:** Final acceptance of the 5 Ton Overhead Crane shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements, as determined by ICAT's authorized representatives.
- g) **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason and without incurring any liability to any bidder or party.

19. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).

20. **Delivery Terms:** The delivery of all materials, equipment, components, and tools required for the execution of the contract shall be on a Free on Road (FOR) basis to the ICAT Project Site at Manesar. The responsibility for packing, forwarding, loading, transportation, transit insurance, and unloading of all goods at the designated ICAT site shall rest solely with the Contractor. All deliveries shall be made in good condition, properly secured, and ready for immediate use or installation, as applicable under the contract.

21. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)

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

Contact Person: Mr. Abhishek Mittal

Contact No.: +91-9990607452

Email ID: abhishek.mittal@icat.in

Contact Person: Mr. Sanjeev Kumar

Contact No.: +91-8527700496

Email ID: sanjeev.kumar@icat.in

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Annexure - B Instructions To Bidders

- 1. Submission of Quotation and Technical Documentation:** The Bidder shall submit a complete and comprehensive quotation in strict conformity with the detailed Scope of Work and Services as specified in "*Annexure - A*" of the *Additional Terms and Conditions (ATC) document*. The submission must encompass both the technical and financial proposals, duly separated and prepared in accordance with the requirements and formats prescribed in the tender documents. The technical bid shall include all requisite technical documentation, specifications, detailed drawings, product literature, and any other supporting information necessary to demonstrate full compliance with the tender specifications. Non-compliance with the stipulated submission requirements or failure to provide the requisite technical and financial details may result in rejection of the bid at the sole discretion of the Purchaser.
- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.
Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.
The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.
It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
- 4. Site Visit and Structural Stability Verification:** A site visit is strongly recommended for all prospective bidders prior to submission of their bids to inspect and assess the existing structural conditions at the designated installation site for the 5 Ton Overhead Crane. The purpose of the site visit is to enable the bidder to evaluate the suitability, load-bearing capacity, and overall stability of the existing structure or support frame intended for crane installation. Bidders are advised to consider any structural modifications or strengthening that may be necessary to ensure safe and compliant installation, commissioning, and operation of the crane.
After award of the contract, the successful bidder shall be fully responsible for verifying the structural integrity and stability of the existing frame and associated supports prior to installation. The bidder shall carry out a comprehensive structural assessment of the site to ensure that the structure can safely withstand the static and dynamic loads imposed by the crane during operation.
In case the assessment identifies any deficiency or the need for additional reinforcement or modification, the responsibility for providing the design, fabrication, and implementation of the necessary strengthening measures shall lie entirely within the scope of the successful bidder, at no additional cost to the Purchaser, and in accordance with applicable engineering and safety standards (such as IS 3177, IS 807, or equivalent).

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The bidder shall also submit a structural stability certificate or report from a qualified structural engineer confirming the adequacy of the existing and/or modified structure prior to the commissioning of the crane. Failure to perform the site assessment or to ensure adequate structural stability shall be treated as non-compliance with the tender conditions, without prejudice to ICAT's rights under the Contract.

The site visit shall be conducted strictly within the period from **26th November' 2025 to 11th December' 2025**, during office hours from **09:00 Hrs to 16:00 Hrs**. Bidders must submit a written request to the Purchaser at least two (2) working days prior to their intended visit date to allow for necessary access arrangements and coordination.

All costs and expenses incurred in connection with the site visit, including travel, accommodation, and other incidental charges, shall be borne solely by the bidder.

Important: No claims, requests for extensions, or any form of dispute arising from lack of knowledge or understanding of the site conditions will be entertained after bid submission if the bidder has not conducted the site visit within the stipulated timeline. By submitting a bid, the bidder shall be deemed to have fully acquainted themselves with the site conditions and to have submitted their proposal accordingly, in full compliance with the requirements specified in the bid document.

Site Visit Request and Contact Details: All requests for site visits shall be made by contacting the undersigned representative of the ICAT

Contact Person: Mr. Abhishek Mittal

Contact No.: +91-9990607452

Email ID: abhishek.mittal@icat.in

Contact Person: Mr. Sanjeev Kumar

Contact No.: +91-8527700496

Email ID: sanjeev.kuamr@icat.in

5. **Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.

Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the Pre-Bid Meeting. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.

All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the **Pre-Bid Meeting (MoM)** on the Purchaser's official website (www.icat.in) and on the **GeM Portal**. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.

6. Pre-Bid Meeting Conditions

6.1 Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.

- **Date:** **8th December' 2025**
- **Time:** **1400 Hrs.**
- **Venue:** **PSL Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051, Haryana**
- **Mode:** **Physical Meeting or Virtual**

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All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.

6.2 Submission of Pre-Bid Queries

- Bidders are required to submit their queries, if any, in writing to [sanjeev.kumar@icat.in](mailto:sanjeew.kumar@icat.in), abhishek.mittal@icat.in, ashish@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in by **4th December' 2025 up to 1700 Hrs.**
- Queries should be submitted in the following format (**Format XII**):

Sl. No.	Clause No.	Existing Provision	Query/Suggestion

6.3 Clarifications and Amendments

- Clarifications and responses to the pre-bid queries shall be issued in the form of a Corrigendum/Addendum and uploaded on the **GeM Portal & ICAT Website**.
- The corrigendum shall form an integral part of the tender document and must be duly considered while submitting the final bid.

6.4 No Individual Communication

- No individual responses will be provided to bidders. All clarifications shall be shared only through official corrigenda.

6.5 Binding Clarifications Only Through Corrigendum

- Only clarifications provided through officially issued corrigenda shall be considered binding. Any verbal discussions or informal exchanges during the pre-bid meeting shall not be treated as official unless formally incorporated.

6.6 No Suggestions or Deviations Post Submission Deadline

- No suggestions, deviations, modifications, or requests for clarification shall be entertained after the bid submission deadline. Bidders are therefore advised to seek all necessary clarifications and raise concerns during the pre-bid period.

7. Earnest Money Deposit (EMD)

7.1 EMD Amount: Bidders are required to submit an **Earnest Money Deposit (EMD) of INR 1,02,000/- (Indian Rupees One Lakh Two Thousand Only)** along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

7.2 Exemption for MSEs/Startups: As per the guidelines issued by the Ministry of Micro, Small and Medium Enterprises and the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, Micro and Small Enterprises (MSEs) and recognized Startups are exempted from payment of EMD, subject to submission of the following

- Valid supporting documents such as Udyam Registration Certificate (for MSEs) or Startup Recognition Certificate issued by DPIIT.
- A duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **"Form-IV"** provided in the Additional Terms and Conditions (ATC) document.

7.3 Bid Rejection in Absence of EMD/Declaration

- Bids submitted without the requisite EMD or valid exemption documents or duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **"Form-IV"** shall be summarily rejected as non-responsive.

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- Submission of incorrect, expired, or manipulated exemption certificates may lead to disqualification and blacklisting as per applicable procurement rules.

7.4 Forfeiture of EMD: The EMD shall be liable to forfeiture in the following cases

- If the bidder withdraws or modifies the bid during the bid validity period.
- In case of any false declaration or non-compliance with tender terms.
- If the successful bidder fails to sign the contract or submit the required Performance Security within the stipulated time.

7.5 **Refund of EMD:** EMD's of unsuccessful bidders shall be refunded without interest after finalization of the contract. For the successful bidder, EMD may be adjusted against the Performance Security, if applicable.

8. Submission of Bids

Bidders are required to submit their bids in **two separate parts** as detailed below:

- **Part I - Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical requirements and eligibility criteria as outlined in the *tender document*. No pricing information should be included in this part.
- **Part II - Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.

Both parts must be submitted in separate as specified in the e-tendering or GeM platform.

9. Evaluation Process

- **Stage 1 - Technical Evaluation:** The Technical Bids shall be opened and evaluated first. Only those bidders who meet all mandatory requirements and obtain the minimum qualifying marks, including full marks in technical capability (as applicable), shall be deemed technically qualified.
- **Stage 2 - Financial Evaluation:** The Financial Bids of only the technically qualified bidders will be opened and considered for further evaluation. Financial Bids of bidders who fail to qualify in the technical stage shall be returned unopened or disqualified from further consideration.

10. **Availability of Tender Documents and Corrigendum:** Prospective Bidders are advised to regularly visit the official website of the International Centre for Automotive Technology (ICAT) at www.icat.in and/or the *Government e-Marketplace (GeM) portal* for downloading the complete Tender Document, including all instructions, terms, specifications, and any corrigendum, amendment, clarification, or notification issued in connection with this Tender.

It shall be the sole responsibility of the Bidder to ensure that they have the latest version of the Tender Document and are fully aware of all updates, revisions, or corrigenda issued prior to the bid submission deadline. ICAT shall bear no responsibility or liability for any oversight or failure on the part of the Bidder to obtain such information from the aforementioned platforms.

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Annexure - C

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 1,02,000/- (Rupees One Lakh Two Thousand Only) can be submitted in form of **NEFT/RTGS/FDR/DD/Bank Guarantee/Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

Firms that are registered as Micro or Small Enterprises (MSEs) under the provisions of the Public Procurement Policy for MSEs, 2012, issued by the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, or those recognized as Startups by DPIIT, or are registered with the Central Purchase Organization (e.g., NSIC) or the concerned Ministry/Department for the tendered item, shall be exempted from submission of Earnest Money Deposit (EMD), subject to the following conditions:

- A **valid registration certificate** clearly indicating coverage for the **tendered item** must be submitted along with the **Technical Bid**.
- The registration certificate should remain **valid for a minimum of six (6) months** from the **last date of bid submission**.
- Exemption shall be granted **only for procurement of goods/services** directly covered under the registration.

Note: The exemption shall **not apply to traders, agents, dealers, distributors, or firms engaged in works contracts**, even if they are registered under MSME or NSIC.

Or

In place of a Bid security, Bidders can submit Bid securing declaration as per **"Form IV"** 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 1,02,000/- 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 **NEFT/RTGS/FDR/DD/Bank Guarantee/Banker's Cheque** 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)"**.

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Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).
- The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.
- Cheque/Money Order/Cash shall not be accepted as EMD.
- A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.
- A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "**Form IV**" will be construed as non-compliant bid and should be rejected.
- The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.

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

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

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Annexure D Eligibility & Technical Evaluation Criteria

Part - I (Pre Qualification/Minimum Eligibility Criteria)

Eligibility Criteria: The following mentions the pre-qualification criteria. A bidder participating in the procurement process shall possess the following pre-qualification/minimum eligibility criteria: Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for technical evaluation.

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

1. **Legal Valid Entity:** The Bidder must be a legally recognized entity under applicable Indian laws and shall be eligible to participate in the tender in any of the following forms: Proprietorship Firm, Partnership Firm, Private Limited Company, or Registered Agency.

To establish legal status and eligibility, the Bidder shall mandatorily submit documentary evidence of their legal constitution along with the Technical Bid, as specified below:

- **Proprietorship Firm:** A copy of the valid registration certificate, trade license, or any equivalent document issued by a competent authority clearly indicating the establishment and legal existence of the firm.
- **Partnership Firm:** A copy of the duly executed Partnership Deed along with the firm's registration certificate issued by the Registrar of Firms (if applicable under the Partnership Act, 1932).
- **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), duly certified by an authorized signatory.
- **Agency:** A copy of the registration certificate or any valid statutory license or document evidencing the agency's legal status under the relevant law (e.g., registration under the Shops and Establishments Act or equivalent legislation).

Failure to submit any of the above documents as applicable to the nature of the bidding entity may render the bid liable for rejection at the sole discretion of the Purchaser. All documents shall be self-attested and submitted as part of the Technical Bid.

2. **Mandatory Submission of Comprehensive Proposal:** It shall be a mandatory pre-qualification requirement that all Bidders submit a complete and comprehensive proposal covering the entire scope of supply, services, and deliverables as specified in the Tender Documents, including but not limited to all items, components, and associated works listed in the Bill of Quantity (BoQ), Scope of Work (SoW), Technical Specifications, and Additional Terms and Conditions (ATC).

Submission of an incomplete or partial bid, including but not limited to omission of any item, sub-item, or service from the proposal, shall be treated as non-compliance with the tender specifications and shall result in outright rejection of the bid without further consideration or evaluation.

Bidders are advised to thoroughly review all tender documentation and ensure that their technical and financial proposals fully comply with the requirements stated therein. No relaxation, clarification, or opportunity for rectification shall be provided in cases of non-compliance with this condition.

3. **Bidder Eligibility - OEM or Authorized Channel Partner**

The Bidder must be either:

- the Original Equipment Manufacturer (OEM) of the offered 5 Ton Overhead Crane, or

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- an Authorized Channel Partner duly appointed by the OEM for the purposes of participation in this tender.

3.1 In case the Bidder is an Authorized Channel Partner

- The Bidder shall submit a valid and current Authorization Certificate issued by the OEM, explicitly authorizing the Bidder to quote, supply, install, and provide after-sales support for the quoted equipment under this tender.
- The Authorization Certificate shall be submitted in the prescribed format annexed as **“Form VI”** in the tender document and must be duly signed and stamped by an authorized signatory of the OEM.
- Bids submitted without the required Authorization Certificate in the specified format shall be considered non-compliant and shall be rejected without further evaluation.

3.2 In case the Bidder is the OEM

- The Bidder shall submit a self-declaration or certificate confirming their status as the Original Equipment Manufacturer (OEM) of the quoted product.
- This declaration must be furnished on the OEM’s official letterhead and signed by an authorized representative of the organization.
- Failure to submit the applicable certification or declaration as outlined above shall render the bid technically non-responsive, and such bids shall be summarily rejected.

4. **Financial Eligibility - Average Annual Turnover:** The Bidder must have achieved an average annual turnover of not less than **INR 50 Lakhs (Rupees Fifty Lakh Only)** during the last three (3) consecutive financial years, namely **FY 2022-23, FY 2023-24, and FY 2024-25.**

Documentary Evidence Required: To substantiate the above, the Bidder shall submit any of the following documents as part of the Technical Bid.

- A certificate from a Chartered Accountant (**Form XV**), clearly certifying the annual turnover for each of the above-mentioned financial years, **or**
- A copy of the Audited Balance Sheet and Profit & Loss Account for each of the three financial years, duly certified by a Chartered Accountant or Statutory Auditor, **or**
- An attested certificate from a Government Department/Client confirming the turnover, provided it is backed by audited financial statements.

Mandatory Disclosures:

- Full contact details of the Chartered Accountant or Statutory Auditor who has certified the document, including Name, Designation, Firm Name, Email ID, Contact Number.
- The UDIN (Unique Document Identification Number), as issued by the Institute of Chartered Accountants of India (ICAI), must be clearly visible on all CA-certified documents and balance sheets.

Non-Compliance: Failure to submit the required financial documentation in the prescribed format, or failure to mention the CA/Auditor's contact details and UDIN, shall render the bid technically non-responsive and liable for rejection without any further evaluation.

5. **Technical Experience - Minimum Work Experience Requirement:** The Bidder must have a minimum of **three (3) years of experience** as on the date of bid submission in executing **work of similar nature**, as defined below.
6. **Prior Experience - Successful Execution of Similar Facilities:** The Bidder must have, within the preceding five (5) years from the date of bid submission, successfully supplied, installed, and commissioned at least two (2) facilities in India involving equipment of similar nature, characteristics, and operational capacity equivalent to or exceeding the 5 Ton Overhead Crane specified in this tender. The experience must demonstrate the Bidder’s capability in handling comparable technical complexity,

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structural requirements, and safety standards. Verifiable documentation, including work orders, completion certificates, and client references, shall be submitted in support of the claimed experience.

Eligible Clients: The facilities referenced under the prior experience requirement should have been supplied, installed, and commissioned for one or more of the following categories of clients:

- Central Government Ministries and Departments.
- State Government Departments.
- Public Sector Undertakings (PSUs).
- Autonomous Bodies and Institutions.
- Government-funded Research and Development Organizations.
- Reputed Private Sector Companies operating in relevant sectors, including but not limited to automotive, aerospace, electronics, defence, or other industrial testing applications.

The Bidder shall provide the following documents in support of meeting this criterion:

1. Copies of Purchase Orders/Work Orders issued by Government Departments, PSUs, Research Institutions, or reputed Private Sector Organizations clearly indicating the scope of work, nature of equipment supplied, and year of execution.
2. Corresponding Completion Certificates or Client Performance Certificates issued by the end-user.
3. A detailed statement summarizing past projects executed in the last 3 years, including:
 - Name of Client
 - Equipment Supplied
 - Year of Completion
 - Contact Details of Client (for verification, if required)

Failure to demonstrate relevant experience of at least three (3) years in similar nature of work shall render the bid technically non-responsive and liable for rejection.

Definition of “Similar Nature”: For the purposes of this tender, the term “Similar Nature” shall mean the successful supply, installation, and commissioning of overhead cranes with a lifting capacity of 5 Ton or higher, or equipment of equivalent operational functionality, technical characteristics, and structural design. Such equipment should demonstrate compliance with standards and specifications equal to or superior to those stipulated in the present tender document. This includes, but is not limited to, overhead cranes integrated with auxiliary systems such as hoists, trolleys, end stops, safety mechanisms, or standalone cranes with comparable or enhanced technical and operational capabilities. Such supplies must have been made to any of the following entities within the territory of India:

- Central Government Ministries and Departments.
- State Government Departments.
- Public Sector Undertakings (PSUs).
- Autonomous Bodies and Institutions.
- Government-funded Research and Development Organizations.
- Reputed Private Sector Companies operating in relevant sectors, including but not limited to automotive, aerospace, electronics, defence, or other industrial testing applications.

Such experience shall demonstrate the bidder’s technical capability and proven track record in delivering equipment of comparable size, complexity, and integration requirements as specified in this tender.

7. **Local Presence:** The Bidder must be an entity based and registered in India, possessing a valid legal status under applicable Indian laws and regulations.
8. **Blacklisting Declaration:** The Bidder shall not be currently blacklisted, debarred, or suspended by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), or any reputed private organization or institution within India. A self-declaration to this effect, duly signed by the authorized signatory on the Bidder’s official letterhead, must be submitted along

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with the tender documents. Any concealment or misrepresentation of such information shall result in disqualification and potential legal action as per applicable laws.

9. **Service Support Facility:** The Bidder must maintain a fully functional service support infrastructure within India, capable of providing prompt, effective, and technically competent maintenance, repair, and troubleshooting services for the 5 Ton Overhead Crane throughout the warranty period and any subsequent post-warranty phase. The Bidder shall submit a formal declaration on its official letterhead affirming the existence of such service support facility, specifying the location(s), availability of qualified technical personnel, and access to requisite spare parts to ensure minimal operational downtime in the event of equipment malfunction or breakdown. The service support facility must be capable of addressing emergencies and routine maintenance requirements in a timely manner, in accordance with the standards and operational expectations outlined in the tender document.

Bidders to Comply with:

10. Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>).
11. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Part – B (Technical Bid Evaluation Parameters)

Bid Evaluation – Eligibility for Technical Assessment: The Bidder shall mandatorily comply with all the *Pre-Qualification/Minimum Eligibility Criteria* as specified in “*Annexure-D*” of this tender document. Only those Bidders who are found to be fully compliant with the *Pre-Qualification/Minimum Eligibility Criteria*, upon detailed scrutiny of the submitted documentation, shall be considered eligible for Technical Bid Evaluation.

Any Bidder failing to meet the stipulated criteria in “*Annexure-D*” shall be disqualified from further evaluation, and their Financial Bids shall not be opened or considered under any circumstances. The decision of the Purchaser in this regard shall be final and binding, without any obligation to provide justification or entertain representations.

Technical Bid Evaluation Parameters

- 1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%)** out of **100 Points**. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.
- 1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

Evaluation Parameter	Details	Marks
Equipment Specifications	Technical Specifications/Requirements offered against the requirements spelt out in this tender	50
Service Support	Local Support (Delhi NCR) Within NCR – 5 Marks Outside NCR & Within India – 3 Marks	5

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Bidder's Past Experience	Same/Similar Nature Project (In Last 5 Years before bid submission) 2-5 Project - 7 Marks More Than 5 Projects - 10 Marks	10
	Experience (Nos. of Year) 3 Years (Minimum) - 5 Marks > 3 Up To 5 Years - 8 Marks More Than 5 Years - 10 Marks	10
Bidder's Capability	Financial Capability	
	Average Annual Turnover of 50 Lakhs in the Past 3 FY: 2022-23, 2023-24 & 2024-25 50 Lakh (Minimum) - 10 Marks > 50 Lakh up to 1 Crore - 12 Marks More Than 1 Crore - 15 Marks	15
Customer Feedback	Minimum 2 Nos - 5 Marks >2 up to 4 - 7 Marks More Than 4 - 10 Marks	10
Total Marks		100

Evaluation Criteria and Preference Policy:

- 1. Technical Evaluation Threshold - Mandatory Compliance**
 - Bidders must secure a **minimum of 50 out of 50 points** in the **Technical Specifications Evaluation** section. This is a **mandatory qualifying criterion**; failure to achieve the full technical specification score will result in **immediate disqualification**, irrespective of the total overall score.
- 2. Overall Evaluation Threshold:** To qualify for financial bid opening, bidders must obtain a minimum of **80 out of 100 points (80%)** in the overall evaluation. This includes scores from technical specifications, company credentials, past performance, and other evaluation parameters as outlined in the tender document.
- 3. Preference to Local Suppliers under Public Procurement Policy**
 - ICAT reserves the right to extend **purchase preference to local suppliers** in accordance with the provisions of the **Public Procurement (Preference to Make in India), Order 2017**, issued by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, vide Order No. **P-45021/2/2017-PP (BE-II)** dated **04.06.2020**, and any subsequent amendments thereto.
 - For detailed guidelines, bidders may refer to the DPIIT policy document available at: <https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
 - Bidders seeking such preference must submit the requisite **self-declaration and certification** documents as per the DPIIT guidelines along with their Technical Bid.
- 4. Purchase Preference for MSEs and Startups:** In accordance with the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and the relevant guidelines issued by the Ministry of Micro, Small and Medium Enterprises (MSME), as well as Startup India Policy.
 - **Preference as per Government Policy:** ICAT reserves the right to extend preference to Local Suppliers, Micro and Small Enterprises (MSE's), and Startups, in accordance with the applicable guidelines, circulars, and notifications issued by the Government of India, as amended from

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time to time. Such preference shall be accorded only upon submission of valid, relevant, and verifiable supporting documents along with the bid. Failure to provide the required documentation shall result in ineligibility for any preferential treatment.

- **Applicability of MSE Public Procurement Policy:** In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE's) Order, 2012, as amended, the benefits under this policy shall apply exclusively to goods manufactured or services rendered by registered MSE's. Entities operating solely as traders, distributors, marketing agents, or engaged under works contracts are expressly excluded from the scope and benefits of this policy.
- **Relaxation of Prior Turnover and Experience Requirements:** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.
- **Purchase Preference:** If an MSE or eligible Startup bidder quotes within L1 + 15% price range and agrees to match the L1 price, the order for up to 25% of the total tendered quantity may be awarded to such MSE/Startup, as per the policy provisions.

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Annexure - E

Bid Rejection Criteria

Bids submitted in response to this tender shall be liable for outright rejection and shall not be considered for further evaluation under any of the following circumstances:

1. Non-Compliance with Bid Security Requirements

- Submission of bid without the required Earnest Money Deposit (EMD), or
- Non-submission of the Bid Security Declaration Form (**Form IV**), or
- Non-submission of valid Udyam Registration Certificate (for MSEs) or a DPIIT recognition certificate (for Startups) along with the bid.

2. Financial Turnover Below Threshold: Bidders must have an average annual turnover of not less than **INR 50 Lakhs** during the three most recent financial years (FY 2022–23, 2023–24, and 2024–25). Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.

3. Non-Submission of Statutory Registrations: Bidders failing to submit valid copies of their GST registration certificate and Permanent Account Number (PAN) shall be deemed non-compliant.

4. Unsatisfactory Client References: If even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from NAB or its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.

5. Conditional or Deviated Bids: Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.

6. Incomplete Bid Submission: It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.

7. Segregated Bidding Process and Rejection of Non-Compliant Submissions: Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.

8. Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria: Failure to satisfy any single condition under the "Pre-qualification / Minimum Eligibility Criteria" section shall result in the immediate disqualification of the bid from the tender process.

9. IP Address Duplication on GeM Portal: The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.

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10. **Bid Rejection Criteria – Bid Rigging and Conflict of Interest:** The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:
- **Bid Rigging:** The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.
 - **Conflict of Interest: A Conflict of Interest exists or is reasonably deemed to exist if**
 - The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.
 - The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.
 - The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.
11. **Declaration of Integrity:** All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.
12. **Purchaser's Rights:** The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.

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Annexure - F General Terms & Conditions

1. **Scope of Supply/Work:** Supply, Installation, Testing, Commissioning of 5 Ton Overhead Crane (*As per technical specification and scope of work defined in "Annexure - A"*) Installed in PSL Department at ICAT Centre - 1, Manesar (Haryana).

2. **Delivery Instructions:** The Successful Bidder shall deliver the 5 Ton Overhead Crane along with all associated components, accessories, and documentation to the designated ICAT site as specified in the Purchase Order. Delivery shall be executed strictly in accordance with the terms, conditions, and timelines stipulated in the Contract.

The Bidder shall ensure that all equipment is securely packed, properly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all requisite documentation, including but not limited to:

- **Original invoices.**
- **Packing lists.**
- **User manuals and operational guides.**
- **Warranty certificates; and**
- **Any applicable customs, regulatory, or statutory documentation.**

Upon arrival at the delivery location, the Bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and formal acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented jointly by both parties and addressed promptly by the Bidder.

The Bidder shall be solely responsible for completing all delivery-related formalities, including obtaining receipts or delivery acknowledgements, and shall bear all risks, responsibilities, and costs associated with transportation until the goods are duly received and accepted by ICAT.

Failure to comply with these delivery instructions may constitute a breach of contractual obligations, entitling ICAT to take appropriate action under the conditions stipulated in the Bid Document, including but not limited to withholding payments, imposition of liquidated damages, or other remedies available under law or contract.

3. **Equipment Insurance Instructions:** The Successful Bidder shall be solely responsible for arranging and maintaining comprehensive transit insurance for the 5 Ton Overhead Crane and all associated components from the point of dispatch until successful delivery and formal acceptance by ICAT. The insurance coverage shall be for 100% of the total contract value of the equipment and shall cover all risks, including but not limited to damage, loss, theft, fire, accident, or any unforeseen contingencies that may occur during transportation.

The Bidder shall ensure completion of all insurance formalities and shall provide ICAT with relevant insurance documentation prior to or along with the delivery. The Bidder shall also remain responsible for all risks, costs, and liabilities associated with transportation until the equipment is duly received, inspected, and formally accepted by ICAT's authorized representatives.

Failure to comply with these insurance requirements shall be deemed a breach of contractual obligations, entitling ICAT to take appropriate action under the conditions stipulated in the Bid Document, including but not limited to withholding payments, invoking performance security, or arranging alternate coverage at the Bidder's cost.

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4. **Notification of Buyer's Responsibilities:** The Successful Bidder shall, within thirty (30) calendar days or earlier from the date of issuance of the Purchase Order (PO), provide timely and advance written notification to ICAT specifying any requirements, materials, services, or facilities necessary for the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane that fall outside the scope of the Successful Bidder's contractual obligations and are to be arranged by ICAT.

Such notification shall be made with sufficient lead time to enable ICAT to make the necessary arrangements without causing any delay to the project schedule. Failure to provide such timely notification shall not relieve the Successful Bidder of its obligations under the contract, nor shall it exempt the Successful Bidder from responsibility for any resultant delays, additional costs, or disruptions arising from such oversight.

5. **Storage, Material Handling, and Safety Requirements:** The Successful Bidder shall be solely responsible for the safe handling, storage, and management of all equipment, components, tools, and materials required for the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane.

The Successful Bidder shall ensure that:

- a) **Storage Conditions:** All equipment and materials are stored in a manner that prevents damage, deterioration, theft, or loss, and in compliance with all applicable **safety and regulatory standards**. Designated storage areas shall be maintained in a clean, organized, and secure condition.
- b) **Material Handling and Safety:** Safe handling practices must be always followed. The Successful Bidder shall provide all necessary **lifting, rigging, and safety equipment** and ensure that personnel engaged in these activities are adequately trained and equipped with appropriate **personal protective equipment (PPE)**.
- c) **Lab Operations Continuity:** All activities related to the execution of the contract shall be **planned and coordinated** so that the **daily operations and ongoing activities of ICAT Labs are not disrupted or compromised**. Any movement of materials, crane erection, or testing activities shall be carried out in a manner that **minimizes interference** with lab personnel and ongoing work.
- d) **Compliance with Regulations:** The Successful Bidder shall comply with all applicable **statutory, regulatory, and ICAT safety requirements**, including fire safety, electrical safety, and environmental norms.
- e) **Labour Compliance:** The Successful Bidder shall comply with all applicable **labour laws, regulations, and statutory requirements**, including but not limited to employee wages, insurance, health, safety, and welfare. The Successful Bidder shall ensure that all personnel engaged for the execution of this contract are lawfully employed, adequately trained, and provided with all mandatory protections. ICAT shall not be liable for any claims, disputes, or liabilities arising out of non-compliance by the Successful Bidder.

Failure to comply with the above requirements, or any damage, injury, or disruption caused due to negligence in storage, handling, or execution, shall be the **sole responsibility of the Successful Bidder**, and ICAT reserves the right to **withhold payments, recover costs, or take other contractual remedies** as deemed necessary.

6. **Delivery, Commissioning, and Training Completion Period:** The Successful Bidder shall complete the delivery, installation, testing, commissioning, and all associated activities, including on-site

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comprehensive training for the 5 Ton Overhead Crane within *One Hundred Twenty (120) calendar days* from the date of receipt of the GeM Contract / Purchase Order.

Time shall be considered the essence of the contract, and strict adherence to the stipulated completion period is a mandatory contractual obligation. The training shall be conducted on-site at ICAT premises and shall cover all aspects of the crane's operation, maintenance, troubleshooting, and safe utilization, as detailed under the Free-of-Cost Training clause.

Any delay in completion beyond the specified period shall render the Bidder liable for liquidated damages and other remedies as provided under the conditions stipulated in the Bid Document. The Bidder shall ensure full coordination with ICAT's authorized representatives, timely mobilization of resources, and proper scheduling of all activities to ensure completion, commissioning, and training within the prescribed timeframe.

7. **Liquidated Damages:** Time is of the essence of this contract. In the event the Successful Bidder fails to complete the delivery, installation, testing, commissioning, and on-site training of the 5 Ton Overhead Crane within the stipulated period of 120 calendar days from the date of receipt of the GeM Contract / Purchase Order, the Bidder shall be liable to pay liquidated damages (LD) to ICAT.

Liquidated damages shall be calculated at the rate of 0.5% of the total contract value per week of delay or part thereof, subject to a maximum deduction of 10% of the total contract value. Such liquidated damages are agreed to be a genuine pre-estimate of loss and damage caused by the delay and shall be without prejudice to ICAT's rights to terminate the contract for extended delays as per the conditions stipulated in the Bid Document.

The imposition of liquidated damages shall not relieve the Bidder of its obligation to complete the delivery, installation, commissioning, and training of the crane, nor shall it affect any other rights or remedies available to ICAT under the contract or applicable law.

8. **Payment Term:** The payment for the 5 Ton Overhead Crane, including all associated services, shall be made by ICAT in the following manner

- **Sixty Percent (60%)** of the Contract Value shall be released against submission of GST-compliant invoice(s) upon receipt of the equipment and associated components at the designated ICAT site, duly inspected and verified to be defect-free.
- **Twenty Percent (20%)** of the Contract Value shall be released after successful installation, testing, and commissioning of the crane at the ICAT site, including verification of proper functioning in accordance with the technical specifications and contract requirements.
- **Balance Twenty Percent (20%)** of the Contract Value shall be released after final acceptance of the equipment, including completion of on-site training, submission of all associated documentation (manuals, warranty certificates, calibration/test certificates if applicable), and certification of satisfactory execution of the entire scope of work as per the tender document. Simultaneously, the Successful Bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to Five Percent (5%) of the total contract value, valid till the completion of the warranty period, i.e., 12 months from the date of final acceptance to secure proper performance, warranty obligations, and rectification of any deficiencies.

All payments shall be subject to deductions for liquidated damages, penalties, or other claims under the conditions stipulated in the bid document. The Bidder shall bear all costs associated with the preparation and submission of invoices and bank guarantees, and ICAT shall not be liable for interest or compensation for delays beyond the contractual terms.

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9. **Comprehensive Warranty Condition:** The Supplier shall provide a Comprehensive Warranty for the 5 Ton Overhead Crane for a period of twelve (12) months, commencing from the date of final acceptance of the equipment by ICAT after successful installation, testing, and commissioning. During this warranty period, the Supplier shall be fully responsible for the repair, replacement, and rectification of any defect, malfunction, or performance deficiency arising from defective design, inferior material, poor workmanship, or installation deficiencies, at no additional cost to ICAT.

The warranty shall comprehensively cover all mechanical, electrical, control, and structural components of the crane, including but not limited to hoist assemblies, gearboxes, motors, brakes, wire ropes, limit switches, control panels, pendant stations, and safety devices. All spare parts, consumables, labour, and transportation required for rectification during the warranty period shall be supplied by the Supplier at their own cost.

The Supplier shall ensure the availability of qualified technical personnel to attend to any complaint within forty-eight (48) hours of receipt of intimation from ICAT. Any repaired or replaced component shall carry a warranty equal to the unexpired portion of the original warranty or six (6) months from the date of replacement, whichever is later.

Failure to comply with the warranty obligations or undue delay in attending to reported issues shall constitute a breach of contractual obligations, entitling ICAT to take appropriate action in accordance with the conditions stipulated in the Bid Document, including but not limited to the withholding of payments, invocation of Performance Security, or execution of rectification work at the Supplier's risk and cost, without prejudice to any other rights or remedies available to ICAT under the applicable laws and contractual provisions.

10. Performance Security:

- a) The Successful Bidder shall furnish a Performance Security equivalent to *Five Percent (5%) of the total contract value in favour of "International Centre For Automotive Technology"*. This may be submitted in the form of *Performance Bank Guarantee (PBG) issued by a scheduled bank acceptable to ICAT, and/or a Fixed Deposit Receipt (FDR) pledged in favour of "International Centre For Automotive Technology"*.
- b) The Performance Security shall remain valid for the entire warranty period of the 5 Ton Overhead Crane, i.e., twelve (12) months from the date of final acceptance, and shall include an additional claim period of sixty (60) days beyond the expiry of the warranty period to allow ICAT to lodge any claims arising during the warranty.
- c) The Performance Security shall serve as security for the due performance of the contract, including adherence to warranty obligations, timely rectification of defects, and fulfilment of all contractual commitments. ICAT shall have the right to invoke the Security, in whole or in part, in the event of failure, delay, deficiency, or non-performance by the Bidder in accordance with the terms and conditions of the contract and the bid document.
- d) The Bidder shall bear all costs associated with obtaining and maintaining the Performance Security. The Security, whether in the form of a PBG or FDR, shall be issued by a scheduled bank acceptable to ICAT and shall be enforceable on demand.
- e) The release of the Performance Security shall occur only after successful completion of the warranty period and the expiration of the additional claim period, subject to ICAT's satisfaction regarding performance and resolution of any pending claims.

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11. Retention in Lieu of Non-Submission of Performance Bank Guarantee (PBG): In the event the Successful Bidder fails to furnish the Performance Bank Guarantee (PBG) or FDR as required under the contract within the prescribed timeframe, ICAT reserves the right to withhold an amount equivalent to Five Percent (5%) of the total contract value from any payment due to the bidder, including the final invoice.

Such retention amount shall be held by ICAT as security in lieu of the PBG, without any obligation to pay interest thereon. The withheld amount shall be released only upon successful completion of the warranty period (12 months from the date of final acceptance), including the expiry of the additional claim period of sixty (60) days, and upon the full and satisfactory fulfilment of all contractual obligations, including the rectification of any defects, deficiencies, or outstanding issues.

ICAT's right to retain this amount shall be without prejudice to any other rights or remedies available under the contract or applicable law.

12. Assignment and Sub-Contracting

- a) The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- b) The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- c) Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
- d) Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

13. Pre-Delivery Inspection (PDI) - Not Applicable for This Tender

- a) **Arrangement of PDI:** Prior to the delivery of the Equipment along with all associated deliverables, the Successful Bidder shall arrange for a Pre-Delivery Inspection (PDI) to be conducted either at the Successful Bidder's site or at a mutually agreed location.
- b) **Notice for PDI:** The Successful Bidder shall provide the Purchaser with a written notice of at least thirty (30) calendar days prior to the scheduled date of the PDI to facilitate the participation of the Purchaser's authorized representatives.
- c) **Inspection and Testing:** During the PDI, the Purchaser or its authorized representatives shall have the right to inspect, test, and verify the performance and functionality of the Large Climatic Chamber. Should any discrepancies, defects, or non-conformities be identified, the Successful Bidder shall be obligated to rectify the same at its own cost and within a reasonable time frame prior to shipment.

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- d) **Approval for Dispatch:** The Successful Bidder shall only be authorized to dispatch the equipment after successful completion of the PDI and upon receiving formal written approval from the Purchaser.
- e) **Postponement or Non-Attendance of PDI by Purchaser:** The Purchaser reserves the right to either forgo attendance at the PDI or request a postponement not exceeding fifteen (15) calendar days from the originally scheduled date, in order to enable its representatives to be present. Any such request for postponement shall be communicated in writing to the Successful Bidder at least fifteen (15) calendar days prior to the scheduled PDI.
- In the event of a postponement requested by the Purchaser, no penalties or liquidated damages shall be applicable to the Successful Bidder.
 - Should the Purchaser notify the Successful Bidder of its intention not to attend the PDI within the stipulated timeframe, or fail to attend the rescheduled PDI, the Successful Bidder shall be entitled to proceed with the inspection independently as per the agreed schedule.
- f) **Validity of Inspection Documents:** In cases where the Purchaser elects not to attend the PDI or fails to attend the rescheduled PDI, the Certificate of Conformity and Acceptance Test Report, signed solely by the Successful Bidder's Quality Assurance (QA) representative, shall be deemed valid and binding with the same legal effect as if countersigned by the Purchaser.
- g) **Costs:** All expenses related to conducting the PDI, including but not limited to testing, inspection, logistics, and associated activities, shall be borne exclusively by the Successful Bidder. Additionally, any costs incurred by the Purchaser's representatives for travel, lodging, boarding, accommodation, and daily allowances shall be borne by the Purchaser.
14. **Free-of-Cost Training:** The Successful Bidder shall provide comprehensive training on the operation, maintenance, and effective utilization of the 5 Ton Overhead Crane at no additional cost to ICAT. The training shall be conducted on-site at ICAT premises and shall cover all relevant aspects of the equipment, including but not limited to
- Safe operation and handling of the crane.
 - Routine and preventive maintenance procedures.
 - Hardware setup, control system operation, and software interfaces (if applicable).
 - Troubleshooting, fault diagnosis, and remedial measures; and
 - Any other functionalities as required for efficient and safe utilization of the equipment.

The training program shall be scheduled and completed within a reasonable timeframe following the successful delivery, installation, testing, and commissioning of the crane. The Bidder shall ensure that all training sessions are conducted by qualified and experienced personnel and shall provide comprehensive training materials, manuals, and documentation to all participating personnel.

The provision of this training is a mandatory obligation under the contract and shall not be treated as a separate service or attract any additional charges. Non-compliance with this requirement shall be deemed a breach of contract, entitling ICAT to take action under the conditions stipulated in the Bid Document, including but not limited to withholding payments or invoking performance security.

15. ICAT's Rights

- a) **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the 5 Ton Overhead Crane and all associated components at any stage during manufacturing, pre-delivery, delivery, installation, commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual obligations, and applicable standards.

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- b) **Right to Reject:** ICAT shall have the right to reject any equipment, components, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual terms. Rejected items or services shall be replaced, rectified, or remedied by the Successful Bidder at no additional cost to ICAT within the stipulated timeframe.
 - c) **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment, components, or services at any time during the contract period to ensure alignment with operational requirements, safety standards, and contractual obligations.
 - d) **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, certifications, and related records pertaining to the supply, installation, commissioning, and operation of the 5 Ton Overhead Crane.
 - e) **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
 - f) **Right to Final Acceptance:** Final acceptance of the 5 Ton Overhead Crane shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements, as determined by ICAT's authorized representatives.
 - g) **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason and without incurring any liability to any bidder or party.
16. **Billing Address:** International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)
17. **Offer Validity:** Offers should be valid for a minimum of One Hundred Eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
18. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
19. **Unsatisfactory Performance:** The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability, quality, and performance of any component(s), subsystem(s), or complete system(s) supplied under this contract, whether during the pre-dispatch, inspection, testing, installation, commissioning, or post-commissioning phases.

In the event that any component, equipment, or system—whether in part or in full—is found to be **deficient, substandard, non-compliant with specifications**, or otherwise **unsatisfactory** in the opinion of ICAT, ICAT reserves the unequivocal right to **reject such component(s) or system(s)** without incurring any liability, financial or otherwise, and **without any obligation to provide justification** or explanation for such rejection.

The **bidder expressly undertakes** to abide by and accept ICAT's decision in this regard as **final and binding**, and **waives all rights to contest, dispute, or seek redressal** in respect of such decision. No claim for costs, compensation, or consequential damages shall be entertained by ICAT under such circumstances.

Additional Terms & Conditions (ATC)

20. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
21. **Termination of Contract:** If the performance of the successful bidder (hereinafter referred to as the "Vendor") is found to be unsatisfactory – whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations – ICAT shall issue a written notice to the Vendor, treating the same as a formal warning.

If, notwithstanding the first warning, the Vendor fails to rectify the deficiencies or does not take corrective measures within **fifteen (15) days** from the date of the first notice, a **second and final warning** shall be issued.

Should the Vendor continue to remain non-compliant or fail to meet the required performance standards even after issuance of the second warning, **ICAT reserves the right to terminate the contract/work order**, in whole or in part, **by giving one (1) month's written notice**, without assigning any further reason and without any liability whatsoever on the part of ICAT.

Upon termination:

- The contract shall become **null and void** from the date of expiry of the notice period.
- Any pending payment deemed payable to the Vendor, if any, shall be **withheld or forfeited** at the discretion of ICAT.
- **No further claims, liabilities, or compensations** of any kind shall be entertained by ICAT.
- The Vendor shall be required to **withdraw all deployed personnel, equipment, and material** from ICAT premises within **thirty (30) days** from the termination date.
- **Failure to vacate the premises** may lead to ICAT taking appropriate legal and administrative measures.

The **decision of the Competent Authority of ICAT** regarding the performance of the Vendor and termination of the contract shall be **final and binding**.

22. **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.
23. **Dispute Resolution (Arbitration):** In the event of any dispute or difference arising between the International Centre for Automotive Technology (ICAT) and the Contractor/Supplier in connection with or arising out of this Contract, including any matter relating to the interpretation or performance of its terms, the parties shall endeavor to resolve such disputes amicably through mutual discussion and consultation.

If the dispute remains unresolved **after thirty (30) days** of such mutual discussions, the matter shall, subject to the provisions herein, be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and any amendments thereto.

Subject to the guidelines issued by the Department of Expenditure, Ministry of Finance, vide OM No. F.1/2/2024-PPD dated 03.06.2024, arbitration shall be an available method of dispute resolution only where the value of the dispute is less than ₹10 crores (Rupees Ten Crore). This threshold refers to the value of the dispute and not the overall value of the contract. For disputes where the value exceeds ₹10 crores, the parties shall resolve the matter through appropriate judicial forums and arbitration shall not be applicable. Where arbitration is permissible, a Sole Arbitrator shall be appointed by the Director (ICAT), with the mutual concurrence of both parties. The decision of the Sole Arbitrator shall be final and binding on both parties.

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The arbitration proceedings shall be conducted in the English language, and the venue of arbitration shall be Gurugram, Haryana. The parties agree that they shall not approach any court of law for the resolution of disputes unless the arbitration mechanism provided herein is exhausted, where applicable.

Subject to the above, the courts at Gurugram, Haryana, shall have exclusive jurisdiction over all matters arising under this contract.

24. 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.
25. Law of the Republic of India are applicable to this tender.
26. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
27. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
28. **Force Majeure:** For the purpose of this Contract, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party (the Successful Bidder or ICAT) which was not reasonably foreseeable, or which, with the exercise of due diligence, could not have been foreseen or prevented, and which materially and adversely affects the performance of obligations under this Contract.

Events qualifying as Force Majeure shall include, but not be limited to, the following:

- Natural calamities such as floods, droughts, earthquakes, hurricanes, cyclones, lightning, or other acts of God.
- Pandemics or epidemics, or any public health emergency declared by competent authorities.
- Acts of war (declared or undeclared), hostilities, invasion, armed conflict, terrorism, civil unrest, riots, or sabotage.
- Acts or orders of Government authorities, including but not limited to quarantine restrictions, embargoes, prohibitions, or trade restrictions imposed by any competent government authority.
- Freight embargoes, restrictions on transportation, or any unforeseen change in law or government policy materially impacting contract performance.

Obligations during Force Majeure: The party affected by a Force Majeure event shall, within **ten (10) calendar days** of the occurrence of such event, **notify the other party in writing**, providing sufficient details and evidence of the Force Majeure circumstances and its anticipated impact on the performance of contractual obligations.

Neither party shall be held liable for any **delay or failure** in the performance of its contractual obligations arising directly from such Force Majeure event, provided that:

- The obligations affected are directly related to the Force Majeure event.
- The affected party takes all reasonable steps to mitigate the effect of the Force Majeure on the performance of the contract.
- The performance is resumed as soon as reasonably practicable after the Force Majeure event ceases.

If the period of delay due to Force Majeure extends beyond **sixty (60) days**, either party shall have the right to **terminate the contract** by giving **fifteen (15) days' written notice**, without any financial

Additional Terms & Conditions (ATC)

repercussion or liability on either side, subject to settlement of dues already accrued prior to such termination.

The decision of ICAT regarding the existence, duration, and impact of Force Majeure shall be **final and binding** on the successful bidder.

29. **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.

30. **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.

31. Integrity Clause

- **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
- **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
- **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.

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- **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
 - **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.
 - **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.
32. **MSE's & Startups Exemption Applicability:** ICAT reserves right to relax the condition of prior turnover and prior experience for Micro or Small Enterprise (MSE) and Start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.
- If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder may be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria shall upload the supporting documents to prove his eligibility for exemption.
 - If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder may be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE 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.
 - If the bidder is a DPIIT registered Startup, the bidder may be exempted from 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.
 - If the bidder is a DPIIT registered Startup, the bidder may be exempted from 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.
33. **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

Additional Terms & Conditions (ATC)

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.

34. 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.

Additional Terms & Conditions (ATC)

Form "I"

Performa for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurugram - 122 051 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **5% (five percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

Additional Terms & Conditions (ATC)

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

Form "II"

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

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

Additional Terms & Conditions (ATC)

11	Original Copy of Authorization In Favor of Bidder From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item (As per format given in <i>Form "VII"</i>).	
12	Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed). <i>"Form XIII"</i>	
13	Declaration regarding blacklisting or otherwise by the government departments as given in <i>"Form III"</i>	
14	The ATC (Additional Terms and Conditions document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed	
15	Any other information document: Please specify	

Additional Terms & Conditions (ATC)

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

(Format of Undertaking, to be furnished in Company Letter Head With Regard to Blacklisting/Non-Debarment, By Organization)

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

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 3 Years.

For.....

Authorised Signatory

Date:

SITC of 5-T Overhead Crane in PSL Department

Additional Terms & Conditions (ATC)

Annexure "IV"

Format of Declaration In Lieu of EMD/Bid Security
(To be submitted on the Bidder's Letter Head)

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

Reference: Supply, Installation, Testing, Commissioning of 5 Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana), "Tender No. ICAT/GeM/PSL/5T-OHC/2025-26/111".

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

Additional Terms & Conditions (ATC)

**Form "V"
Earnest Money Deposit**

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

Date: _____

To,
International Centre for Automotive Technology
Plot - 26, Sector - 3, IMT, Manesar,
Gurugram - 122051 (Haryana)

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)

**Form "VI"
Declaration In Respect of Conflict of Interest**

Tender No. ICAT/GeM/PSL/5T-OHC/2025-26/111

Tender Detail: Supply, Installation, Testing, Commissioning of 5 Ton Overhead Crane in PSL Department at ICAT Centre – 2, Manesar (Haryana).

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

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

Full Name of Legal Representative/ Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	

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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 spouses; or
- (3) A person shall be deemed to be the relative of another, if they are related to another in the following manner, namely: -
 - a. Father including stepfather,
 - b. Mother including stepmother,
 - c. Son including stepson,
 - d. Son’s wife,
 - e. Daughter,
 - f. Daughter’s husband,
 - g. Brother including stepbrother,
 - h. Sister including stepsister.

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

“A bidder shall not have conflict of interest with other bidders for 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 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 relationships 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

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- 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 that has more than one independent manufacturing unit 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/Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

**Form "VII"
OEM Authorization Certificate**

Date:

Reference: ICAT/GeM/PSL/5T-OHC/2025-26/111

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

Unit - National Automotive Board (NAB), Ministry of Heavy Industries (Govt. of India)

Plot No. 26, Sector 3, IMT Manesar, Gurugram - 122051, Haryana, India.

Subject: OEM Authorization Certificate for Participation in Tender for Supply, Installation, Testing, Commissioning and Training of 5 Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana).

Dear Sir/Madam,

We, [OEM's Company Name], having our registered office at [OEM's Address], hereby authorize M/s [Bidder's Company Name], having its office at [Bidder's Address], to participate in the above-mentioned tender and to offer and supply our products, spares, and services as specified in the tender documents issued by ICAT.

This authorization is granted for the specific purpose of enabling M/s [Bidder's Company Name] to:

- Offer and supply genuine products and spares manufactured by us.
- Carry out installation, testing, commissioning, maintenance, and/or reconditioning services related to our equipment.
- Provide after-sales support, including warranty, repair, and service obligations as applicable under the scope of the tender.

We confirm that:

1. M/s [Bidder's Company Name] is our authorized dealer/reseller/partner for the following product line(s):
2. List of authorized equipment/systems/spares related to 5-Ton Overhead Crane
3. The products and services offered by them shall be genuine, OEM-approved, and sourced directly through us or our authorized supply channels.
4. We shall extend all necessary technical support, spare parts supply, documentation, and warranty backing to M/s [Bidder's Company Name] for fulfilling their contractual obligations arising out of this tender, during both execution and warranty periods.
5. This authorization shall remain valid from [Start Date] to [End Date], unless earlier revoked by the OEM in writing with prior notice to ICAT.

We confirm that the authorization is being issued solely for the purpose of this specific tender and shall not be construed as a general appointment unless expressly stated.

We request you to consider this certificate as part of the technical bid submitted by M/s [Bidder's Company Name].

Yours sincerely,

For and on behalf of [OEM's Company Name]

Additional Terms & Conditions (ATC)

Authorized Signatory: _____

Name: [Full Name]

Designation: [Official Title]

Seal & Signature:

Date: [Insert Date]

Place: [Insert Place]

SITC of 5-T Overhead Crane in PSL Department

Additional Terms & Conditions (ATC)

Form "VIII"

**Declaration and Undertaking from Original Equipment Manufacturer (OEM)
(To be submitted Original on the OEM Letter Head)**

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer against Tender No. Supply, Installation, Testing, Commissioning and Training of 5 Ton Overhead Crane In PSL Department at ICAT Centre - 2, Manesar (Haryana), "Tender No. ICAT/GeM/PSL/5T-OHC/2025-26/111".

Dear Sir/ Madam, I/We, M/s _____ (Name of the OEM) having registered office at _____ (address of the manufacturer) by virtue of being original equipment manufacturer for the _____ (Name of the product/s).

We hereby confirm the following points.

1. Parts supplied by us are certified and compatible with the solution offered.
2. Parts supplied and available are not declared as End-Of-Life/ EOS for next **10 Years** from the date of acceptance. After installation, if such parts are found End-Of-Life, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the "*International Centre For Automotive Technology (ICAT)*" during the warranty period i.e., 1 Year (12 Months).

The undersigned is authorized to issue such authorization on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"
Undertaking For Product/Service Compliance
(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

I/We, [Bidder/Seller's Name] hereby undertake that all the Products/Services offered in response to the tender fully comply with the specifications or requirements mentioned in the tender document. We confirm that the offered products/services meet the technical requirements, standards, and features outlined in the tender. In case of any deviations, we commit to notifying the buyer and obtaining approval before the delivery of products.

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "X"
No Deviation Declaration
(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

This is to certify that, the product (s) quoted items by our firm M/s.....
..... is as per the given technical specifications in the tender document
& there is no deviation in relation to any conditions / requirements specified in the tender document. It is
also to declare that all other commercial clauses stipulated in the tender have been carefully seen. I hereby
convey the unconditional acceptance of the same.

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

SITC of 5-T Overhead Crane in PSL Department

Additional Terms & Conditions (ATC)

Form "XI"
Deviations or Modification Suggested
(To be submitted Original on Bidder Letter Head)

The Bidder can present 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".

Sl. No.	Clause No.	Existing Provision	Query/Suggestion

Note: Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Annexure "A"** or any conditions expressed in **Annexure "F"**

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "XII"
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: _____

SITC of 5-T Overhead Crane in PSL Department

Additional Terms & Conditions (ATC)

Form "XIII"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India managed by the Bidder during the last five (5) years in the following format (attested copies of the PO's and completion certificates may be closed).

SI No.	Details of client along with address, contact details (telephone, email, website, fax etc.)	Contract Value (INR)	Duration of contract	
			Order Received Date	Project Completion Date
1.				
2.				
3.				
4.				
5.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

Additional Terms & Conditions (ATC)

Form "XIV"
Declaration by the Bidder for Code of Integrity
(On the Letter Head of the Bidder)

Date _____

To,
The International Centre For Automotive Technology
Unit - National Automotive Board (NAB), Ministry of Heavy Industry (Govt. of India)
Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)

Dear Sir,

We, [Name of the Bidder], hereby solemnly affirm and declare that:

1. We have not engaged in any corrupt, fraudulent, collusive, coercive, or undesirable practices in competing for or in executing the contract for [Tender/Work/Service Description].
2. We have complied with all applicable laws, regulations, and guidelines including the General Financial Rules (GFR) and relevant procurement manuals issued by the Government of India.
3. We declare that no undue influence or payments have been made or promised to any official or employee of the Procuring Entity in connection with this tender.
4. We understand and agree that violation of this declaration shall result in rejection of our bid, termination of the contract, and/or legal actions as deemed appropriate by the Procuring Entity.
5. We commit to uphold integrity and transparency throughout the tendering process and contract execution.

Thanking you,

Yours faithfully,

[Signature of Authorized Signatory]
[Name of Authorized Signatory]
[Designation]
[Company Seal]
[Date]

Additional Terms & Conditions (ATC)

Form "XV"

Format for Annual Turnover

(To be submitted on letterhead of Chartered Accountant along with their UDIN)

Ref: Supply, Installation, Testing, Commissioning and Training of 5-Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana), "ICAT/GeM/PSL/5T-OHC/2025-26/111"

Annual Turnover Declaration

The Annual Turnover to be provided in the following format for the 3 (Three) Financial Years.

Financial Information (in INR)			
Financial Year	2022-23	2023-24	2024-25
Annual Turnover (In Lakhs)			
Average Annual Turnover:			
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.			

Certificate from the Chartered Accountant/Statutory Auditor

This is to certify that _____ (Name of the Bidder) had a turnover as shown above against the respective financial years.

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

1. The details submitted by the Bidder in "**Form II**" must be corrected and submitted by the bidder with UDIN. "**Form XV**" submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2023-23, 2023-24 & 2024-25) shall be min. INR 50 Lakhs
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**

Additional Terms & Conditions (ATC)

Form "XVI"

Declaration regarding "Restrictions on Procurement from a Bidder of a Country Which Shares a Land Border with India".

(To be submitted on Applicant's Letter Head)

To,
International Centre For Automotive Technology
Unit - National Automotive Board
Plot - 26, Sector - 3, Near HSIIDC Office
IMT Manesar, Gurgaon 122051

Dear Sir,

With reference to our bid proposal for participation in ICAT tender *ATC Document No. ICAT/GeM/PSL/5T-OHC/2025-26/111*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure.

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

Additional Terms & Conditions (ATC)

**Form "XVII"
Certificate Regarding Declaration of Local Content
(On the Bidder Letter Head)**

To,
International Centre For Automotive Technology
Unit - National Automotive Board
Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar
Gurgaon - 122051 (Haryana)

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 4th June' 2020

Ref: NIT/GeM Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing offered/quoted against aforementioned tender by M/s....., the same is in compliance with Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 4th June' 2020** and the bidder shall strictly abide by all provisions of the subject notification.

SI. No.	Description of Goods/Services	Percentage of Local Content
1		

Thanking You,

Yours Faithfully,

Authorised Signatory

Date.....

Place.....

Additional Terms & Conditions (ATC)

Form "XVIII"

Price Reasonability Declaration Letter
(On Bidder Letter Head)

To
The Director,
International Centre for Automotive Technology (ICAT),
Unit - National Automotive Board (NAB), Ministry of Heavy Industries, Government of India,
Plot No. 26, Sector 3, IMT Manesar, Gurugram - 122051, Haryana (India).

Subject: Supply, Installation, Testing, Commissioning and Training of 5-Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana).

Reference: ICAT/GeM/PSL/5T-OHC/2025-26/111

Dear Sir/Madam,

We, M/s _____ (Name of Bidder), having our registered office at _____, do hereby certify and declare as under:

1. That the prices/rates quoted by us in response to the above-mentioned tender for the Supply, Installation, Testing, Commissioning of 5-Ton Overhead Crane is **exclusive to the International Centre for Automotive Technology (ICAT)**.
2. That the prices offered are **not higher than those charged** to any other Government Department, Public Sector Undertaking (PSU), Autonomous Body, or reputed private automotive testing agency for similar goods or services, in the **recent past**.
3. That we have extended the **maximum applicable discount** to ICAT and hereby confirm that the price quoted to ICAT is the **lowest** offered by us to any of the institutions or organizations as mentioned above for comparable goods/services.
4. That in the event it is discovered at any stage during the currency of the contract that we have supplied the same or substantially similar goods/services to any other Government/PSU/Autonomous Body/Private Automotive Testing Agency at a **lower price**, we agree and undertake that ICAT shall, at its sole discretion, be entitled to exercise any one or more of the following remedies, without prejudice to its other legal rights or remedies:
 - Demand and recover the differential amount from us by way of refund or adjustment.
 - Cancel the purchase order in full or in part, without any liability on the part of ICAT.
 - Debar/blacklist us from participation in future tenders or procurement processes of ICAT.
 - Initiate appropriate legal proceedings under applicable laws for misrepresentation or breach of declaration.

We understand and accept that this declaration is a binding commitment forming an integral part of our bid, and any violation may result in appropriate penal or legal action.

Thanking you,
Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____

Additional Terms & Conditions (ATC)

**Form "XIX"
Site Visit Declaration
(To be submitted on the Bidder's Official Letterhead)**

Date: [Insert Date]

To
The Director
International Centre for Automotive Technology (ICAT)
ICAT Centre - 26, Sector - 3, Near HSIIDC Office
IMT Manesar, Gurugram - 122051
Haryana, India

Subject: Declaration of Site Visit - Tender No. ICAT/GeM/PSL/5T-OHC/2025-26/111

Dear Sir/Madam,

We, the undersigned, hereby submit this declaration in accordance with the terms and conditions of the above-referenced tender and do solemnly affirm as follows:

1. That we have conducted a site visit at ICAT Centre - 2, IMT Manesar, Gurugram, Haryana, in connection with the tender for "Supply, Installation, Testing, Commissioning of 5-Ton Overhead Crane in PSL Department at ICAT Centre - 2, Manesar (Haryana)."
2. That the site visit was undertaken by our duly authorized representative(s), with prior coordination and confirmation from ICAT officials, on the scheduled date and time.
3. That during the said visit, we have:
 - Inspected and assessed the site location and its surroundings.
 - Noted the topographical, geographical, and environmental conditions.
 - Evaluated site access, space availability, logistical constraints, and other relevant physical factors.
 - Obtained all necessary and pertinent information required to ensure proper planning and execution of the proposed scope of work under the tender.
4. We have fully understood the specific technical and functional requirements pertaining to the integration of the Large Climatic Chamber with the existing 6000 kgf ED Vibration Shaker and have taken the same into account while preparing our technical and financial proposals.
5. That we have thoroughly considered all aspects and observations made during the site visit in the formulation of our bid and confirm that we are able to undertake the work as per the tender specifications.
6. That we acknowledge and agree that no additional claim, compensation, or request for clarification shall be entertained by ICAT at any stage due to any ignorance, oversight, or misinterpretation of site conditions or integration requirements.
7. That this declaration is submitted in compliance with the tender requirements and shall form an integral and binding part of our bid submission.

Additional Terms & Conditions (ATC)

We hereby affirm the truth and completeness of the above statements and undertake full responsibility thereof.

Yours faithfully,

For and on behalf of: [Name of the Bidder]

Authorized Signatory: _____

Name: [Insert Name]

Designation: [Insert Designation]

Signature with Company Seal

SITC of 5-T Overhead Crane in PSL Department