

बिड दस्तावेज / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-01-2026 10:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-01-2026 10:30:00
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	Upgradation of SHED (Variable Volume/ Variable Temperature) System
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Sealed Housing for Evaporative Determination
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Rapid Moisture Meter for Rapid Determination of Water Content for Soil IS - 12175, Pumpset for Direct Evaporative Air Cooler Conforming to IS 11951, Sexual Assault Evidence Collection Kit (SAECK) for Investigation Officer as Per BPR&D Specification, Polythene Sealing Machine (V2), Secondary Sealed Cells and Batteries For Portable Application - Nickel Metal Hydride Conforming To IS 16048 (Part 2), Secondary Sealed Cells and Batteries For Portable Application - Nickel Cadmium Conforming To IS 16048 (Part 1), Cable Joint Kit (V2), HydroCarbon gas detector, Tamper Evident Seals for LPG cylinders, Chair (Without Wheels) for General Purpose
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> HydroCarbon gas detector
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/ RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	980000

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).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

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

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

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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. 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.

2. 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.

3. 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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
05-01-2026 11:00:00	International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050

Upgradation Of SHED (Variable Volume/ Variable Temperature) System (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	3%
Number of days allowed for ICT after site readiness communication to seller	95 Days

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	270

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

1. Generic

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

original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working

Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[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 प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Additional Terms & Conditions (ATC)

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Additional Terms & Conditions (ATC)

Annexure - A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “**Upgradation of SHED (Variable Volume/ Variable Temperature) System for VTL at ICAT Centre - 1, Manesar (Haryana)**”.

A.1 Scope of Supply Details:

Description	Quantity	Delivery Location	Target Completion period from the date of award of Purchase Order/LOI
Upgradation of SHED System for VTL Lab at ICAT Centre - 1, Manesar (Haryana)	1 Unit	ICAT Centre - 1	Delivery at ICAT within 9 Months from the date of GeM Contract & I&C within 3 Months from the date of Receipt of Material at ICAT Site.

SHED (Variable Volume/ Variable Temperature) System Upgradation for Vehicle Test Lab

The supplier shall have total responsibility for the process including all phases of design, manufacture, assembly and functional testing of the equipment prior to shipment, installation, system checking and functional testing after installation for all its capabilities. The Bidder is requested to submit the detailed specifications of the proposed equipment. Please note that “No” deviation is allowed.

The Bidder is also requested to submit technical documentation, Acceptance Test Reports all the equipment required in this tender. The Test Reports shall be based on previous projects the Bidder was involved in and shall include the contact details of the corresponding customer. Additionally, to this, the Bidder is also requested to include calibration reports of previously supplied and installed facilities for each and all the equipment required in this tender. The Bidder is requested to include a statement about the Test Reports corresponding to exactly the same equipment as proposed in his Offer.

Note: The supplier must guaranty that the service support for the supplied equipment will be valid for minimum 10 (Ten) years from the date of Acceptance.

SHED System Integration with existing SHED (Variable Volume/ Variable Temperature) for Vehicle Test Lab

Existing SHED evaporative emission system for the Vehicle Test Lab is supplied by M/s Webber EMI Inc. The responsibility of integrating for the equipment required in this tender lies with the Successful Bidder. The bidder shall discuss their requirements with respect to SHED evaporative emission system with M/s Webber EMI Inc. directly. Please note, ICAT will not be part of any discussion or will not be responsible for any integration issues and the sole responsibility of integration of SHED system with the existing set-up lies with the successful bidder itself. The expected performances of the cells, including the requirements on the Integration, are listed under Acceptance Criteria, and the Bidder is responsible for achieving the mentioned performances.

Additional Terms & Conditions (ATC)

The Bidder shall be required to work out details of interfaces with the Existing SHED system and submit the detailed project stating all requirements at the time of bid submission.

Connections With Reference Gas Piping.

The system offered under this tender should work with existing Ref gas piping and available Ref gas pressure. The successful bidder has to do the necessary modifications, if any modification is required. The connection for the gases from the existing gas regulators should be done by the successful bidder

Software

ICAT requires system upgrade with the latest software version free of cost (even if new software requires latest platform) within a period of five years after commissioning, if any. The referred system upgradation shall be applicable in the event of:

- Critical releases on the software
- New Operating System adoption
- Accumulation of minor upgrades in the software

If Hardware upgradation is required in order to achieve the software upgradation, this will also be included free of charge. This includes, as an example, the computer, connections and communication cards.

The supplier is also responsible for completing the tests for commissioning the upgraded software. The data from the supplied equipment's must be made available in the existing reports generated by the Existing Automation System; report format customisation shall also be included in the quote. Within the first 5 years, if ICAT updates the Existing report patterns, the successful bidder has to provide support for their respective equipment, to the respective Automation supplier in this activity without any additional cost.

Calibration

Equipment shall be supplied with all the required calibration certificates.

All measuring devices shall be calibrated, and traceable calibration certificates shall be available by the time of pre-acceptance and shall be included in the documentation delivered by the supplier.

Calibration plan shall be included.

Arrangement of calibrated material for the pre acceptance and final acceptance is the responsibility of the equipment supplier. For final acceptance only gas cylinders will be supplied by ICAT. Calibration tools and plan need to comply with International Standards and Accreditation.

Health & Environmental Requirements

All above equipment's must meet the Environmental, Health and Safety aspects (CE or equivalent). Certificates shall be included in the Documentation. If hazardous material is used, please provide MSDS (Material Safety Data Sheet)

Documentation

At the time of equipment delivery, the supplier is required to provide at least a manual in English containing description of the equipment with detailed technical drawings and plans, all technical and operational details,

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instructions on the operation of the system, detailed software control commands, safety organs/disturbances and possible causes, and full maintenance details.

Calibration certificates shall be included in the documentation.

Documentation shall be delivered in 2 Hard Copies and in 2 Soft Copies (Pen drives)

Installation

The Supplier shall deploy an Implementation Team with demonstrable skills and experience in order to achieve the requested quality of Installation.

The work plan proposed by the Bidder for the implementation of the equipment needs to justify that it will be suitable for achieving the installation of the Scope of Supply

The work is to be completed within stipulated time from the date of award of contract by way of Letter of Acceptance, as mentioned in the milestones appearing above.

Bidder is required to submit a detailed timing plan that shall include all phases of design, manufacture, installation and commissioning for ICAT.

The Bidder is also required to deliver, together with its Offer, a detailed implementation layout indicating the placement of their equipment along with the existing set-up in the emission room. This layout shall be according to the existing lab Layout.

The Bidder for this tender is responsible for integration of the equipment's required in this tender with the existing Evaporative emission system for Vehicle Test Lab which has been supplied by M/s Webber EMI Inc. Please Note, ICAT will not be part of any discussion or will not be responsible for any integration issues and the sole responsibility of integration of the Emission system lies with the bidder itself.

Exclusions

ICAT will provide electrical supply (via local isolators), water, calibration gases, fuels and compressed air to enable the equipment commissioning. It will be the responsibility of the equipment supplier to make all the connections from these service points to the equipment.

Service Support

The Bidder is required to have a service support set up in India with sufficient trained manpower. The Bidder shall commit a maximum response time of 24 hours, which means that in case of any breakdown within 24 hours, the Bidder's personnel should reach the site, assess the cause of the breakdown, take necessary action to resolve the issue and submit the corrective actions schedule.

Warranty

The Bidder shall be required to provide a comprehensive warranty of two years from date of final acceptance, for equipment supplied under this tender, including the following:

- The Bidder shall commit cumulative down time not exceeding 300 natural hours a year including the time required for preventive maintenance and irrespective of the working hours.

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- Any preventive maintenance and / or repair for breakdown shall be carried out by the Bidder at his own cost. No charge on this account (including cost of calibration, spare parts, wear parts, consumables to be changed during maintenance, travel and accommodation expenses, etc.) will be borne by ICAT.
- The preventive maintenance will be carried out by manufacturer's personnel, at a frequency specified by the Bidder at time of Technical Bid Submission. Preventive maintenance by agent / dealer of the manufacturer of the equipment shall not be acceptable.
- Every six months, the manufacturer's representative will be required to inspect the equipment and submit a report on overall health & maintenance status of the equipment.

As required in the conditions above, the Bidder shall include under the Warranty conditions both preventive and corrective maintenance during the Warranty period. This includes all scheduled preventive maintenance, as well as assistance in case of breakdown, not limited to the scheduled visits, but committing to the 24 hours response time after breakdown is reported, independently from the cause of the breakdown. Both spare parts and labour shall be covered by these conditions in case of breakdown happening due to normal use of the facilities, and in no case ICAT shall not be charged for labour costs associated to any kind of breakdown during this Warranty period.

Installation, Commissioning and Training

During Acceptance of the equipment at ICAT, ICAT team (Both Technical & Maintenance) shall be trained on the job. As the part of installation and commissioning training, the Maintenance team of ICAT shall be trained by the bidder on the installation procedures, and commissioning and regarding the maintenance of the equipment. The operational team shall also be trained on the commissioning of the facilities and on the actual job that proposed to be executed with such facilities.

A.2 Technical Requirements:

Functional Requirements

2.1 General Purpose of the Evaporative Emissions System

The supplier shall have total responsibility for the process including all phases of design, manufacture, assembly and functional testing of the equipment prior to shipment, installation, system checking and functional testing after installation for all its capabilities.

The system shall have the capability to perform evaporative emission tests on vehicles fuelled by gasoline and flex fuel vehicles, when tested on various test cycles to meet the various regulations.

The existing SHED Evaporative emission system for SHED Lab has been supplied by M/s Webber EMI Inc. The integration under this upgradation of SHED system will be under the scope of successful bidder.

The supplier has to guaranty that the following emissions regulations can be performed with the SHED evaporative emission system:

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- 168/2013/EC, ECE Regulation no 83-05, GTR-19 Type IV emission test procedure Test, and including latest amendment 3 proposed as per ECE/TRANS/WP.29/GRPE/2020/14 dt. 27th March 2020.
- 168/2013/EC, ECE/Trans/180/Add. 17, GTR no 17 evaporative emissions of L category vehicles.
- Indian WLTP (AIS-175 latest amendment as updated from time to time)
- Indian (AIS 137 Part 1, 2, 3 and MoRTH/CMVR/TAP 115/116 Issue 4 as notified from time to time).
- BS III, BS IV & BS VI for two, three and four wheelers (Type IV test).
- EPA CFR 40
- CHINA 6
- JAPAN JASIC
- Any other regulation (if any) introduced at the time of delivery of the equipment's.

The analytical system must be able to test both Euro 3 to Euro 6E , BS-III to BS-VI Gasoline and Flex fuel vehicles.

The system shall also include an automation system that allows the system to provide a fully automated test procedure on the SHED system including all the devices involved like: Hydrocarbon Analyser, Evaporative emission measurement enclosure, Temperature recording system, Pressure recording system, Fans, weather station and additional I/O signals including connection to the vehicle. In addition to the above, the automation system shall be upgradeable with other devices which might be required for development activities, and the successful bidder shall declare the same in the technical bid.

It has to include the following major equipment's:

- Hydrocarbon analyser.
- Integration of existing evaporative emission measurement enclosure, weather station and fans.
- Automation & data acquisition system.
- Temperature and Pressure recording system
- Integration of existing Calibration gases and gas handling system.
- Power cut off protection device. (UPS for emissions)

A.3. TECHNICAL SPECIFICATIONS**3.1 Analytical System****3.1.1 Hydrocarbon analyser**

The analytical system has to be able to perform the tests as per Regulation Euro 3 to Euro 6, BS-III to BS-VI Gasoline vehicles along with the regulations/cycles covered under clause 2.1.

The analyser shall be installed in such way that the access shall be possible from the front with plug & play technology. Additionally, the system supplied should have the latest operating system.

The following gas component have to be measured:

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- Components with a limit according to the main emissions regulations:
 - total hydrocarbons (THC)

All components in contact to reactive sample gas shall be made of stainless steel or Teflon.

The system shall be operated by two different modes:

- **Manual operation:** In this case the system shall be controllable over a touch screen installed in the front of the cabinet. Easy navigation through the system shall be required.
- **External operation:** In this case the analyser shall be controllable (via Automation system) over host interface via RS232 or LAN interface using the AK protocol or any other latest/open protocol.

System should meet EMI/EMC compatibility Machinery & safety standards as per the current International Standards. The successful bidder shall provide certificate along with the technical bid.

3.1.2 Analyser for Emission Analysis:

The analyser shall have below ranges for measuring emission and modal traces.

Part ranges shall be free settable throughout the full range or fixed. Each part range should start from zero

Component	THC
	Bag measurement
Measuring Principle	FID
Multiple Range (minimum 4 ranges for each analyser)	Min : 0-3 ppm C3 Max. :0-1000 ppmC3
Repeatability (zero)	<±0.5% of FS
Repeatability (span)	<±0.5% of reading
Drift (Zero)	<±1% of FS /8h
Drift(span)	<±1% of reading/8h
Noise	<±2% of FS
Linearity	<±1% of FS or <±2% of reading
T10-T90	<3 sec

Supplier should indicate the actual ranges available in the analyser if there are different to the tables above. The analysers shall incorporate a minimum of 2 measuring ranges freely selectable.

3.1.3 Analyser special functions

The analyser shall have at least the following special functions:

- Gas divider
- Real time Trend chart
- Automatic calibration
- Span Gas Selector
- Manual measurement logging option in excel format

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3.1.4 Hydrocarbon analyser data recording system

The hydrocarbon analyser has to be fitted with a device to record electrical signal output either by via itrend or other data processing system at a frequency of at least once per minute. The recording system must have operating characteristics at least equivalent to the signal being recorded and shall provide a permanent record of results.

3.2 Evaporative emission measurement enclosure

After upgradation of existing chamber, the evaporative emission measurement enclosure has to be a gas-tight rectangular measuring chamber able to contain the vehicle under test. The inner surface of the enclosure shall be impermeable and non-reactive to hydrocarbons. The temperature conditioning system to be capable of controlling the internal enclosure air temperature and an average tolerance of 1 °C over the duration of the test or should follow the regulation test cycle.

The control system to be tuned to provide a smooth temperature pattern that has a minimum of overshoot, hunting, and instability about the desired long term ambient temperature profile. Interior surface temperatures shall not be less than 5 °C nor more than 55 °C at any time during the diurnal emission test.

Interior surface temperatures of wall shall not be below 20 °C, nor above 52 °C for the duration of the hot soak rest.

3.2.1 Variable volume enclosure

The existing variable-volume enclosure expands and contracts in response to the temperature change of the air mass in the enclosure. Means of accommodating the internal volume changes are movable panel(s), in response to internal pressure changes by exchanging air from outside the enclosure.

Any method of volume accommodation must limit the differential between the enclosure internal pressure and the barometric pressure to a maximum value of ± 0.5 kPa.

The enclosure has to be capable of latching to a fixed volume. A variable volume enclosure to be capable of accommodating a +7 per cent change from its nominal volume considering temperature and barometric pressure variation during testing.

3.2.2 SHED control cabinets

SHED control cabinet is the electrical unit and control all electrical equipment to operate the system i.e.,

- I/O signal acquisition
- Interfaces
- Safety

3.2.3 SHED SMC

SHED sensor management console to perform the fully automated sensor calibrations and adjustments. It should contains the following functions

- User Interface
- Perform the calibration of one or multiple sensors at a time

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- Data storage
- Validity of calibration and references
- Reference management and scheduling of required calibration
- Polynomial calculation and automatic polynomial interface
- Reports

3.3 Temperature recording system

The temperature in the chamber has to be recorded at two points by temperature sensors which are connected so as to show a mean value. The measuring points to be extended approximately 0.1 m into the enclosure from the vertical centre line of each side wall at a height of 0.9 ± 0.2 m.

Temperatures throughout the measurements, to be recorded into a data processing system at a frequency of at least once per minute.

The successful bidder should ensure the accuracy of the temperature recording system.

The recording or data processing system to be capable of resolving time to ± 15 seconds.

3.4 Pressure recording system

The difference Δp between barometric pressure within the test area and the enclosure internal pressure throughout the measurements, has to be recorded into a data processing system at a frequency of at least once per minute

The accuracy of the pressure recording system to be within ± 0.3 kPa and the pressure shall be capable of being resolved to ± 0.025 kPa

The recording or data processing system shall be capable of resolving time to ± 15 seconds.

3.5 Existing Fans

The existing chamber to have one or more existing fans or blowers of like capacity 0.1 to 0.5 m³/sec. with which to thoroughly mix the atmosphere in the enclosure and it should be possible to attain an even temperature and hydrocarbon concentration in the chamber during measurements. The vehicle in the enclosure should not be subjected to a direct stream of air from the fans or blowers.

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For the analyser controller specific service/maintenance/calibration features shall be included:

- Automated test execution by calendar and time
- Analyser Linearization: Polynomial up to 4th degree selectable with or without a0 polynomial and EPA (CFR) part 1066 specification
- Interference check
- Line leak check test: EPA (CFR) part 1066 specification
- Quality check sequence as per EPA (CFR) part 1066 should be included. Standard mode, CFR-1066 mode should be able to select by screen button.
- Instruction manual can be referred on controller screens
- Maintenance periods on each consumable filter should be able to set by the user and caution should appear after exceeding the set period
- Automatically stop gas measuring when the selected along occurring
- Precaution should be appeared before cal alarm appearing
- Setting for precaution should be able to change

3.6 Automation and data acquisition system

3.6.1 System description.

The automation system shall allow the users to perform evaporative emissions testing, quality control operations on hardware and calibration.

It coordinates the use of the systems of hardware required for evaporative emission testing such as the new Gas Analyser System, the existing evaporative emission enclosure, the temperature recording system, the pressure recording systems, the fans, printers, weather stations and any other additional equipment. The system has to be upgradeable to incorporate in future new devices.

The automation system should have the following components:

- Process computer with database and user interface;
- Process I/O terminal
- Interfaces
- Data evaluation and analysis

3.6.2 Technical specification

The automation system should provide a modular software concept with user friendly architecture. The modular software structure guarantees a flexible system for instance for onsite configuration and parameterization which can be also done by the customer.

The automation system shall include all necessary reports and calculations for certification testing and modal gas measurement as well. Provision for reports and calculations for raw gas measurement has to be taken into account. A reporting tool allows the customer to generate own test reports and layouts but also modify the calculations according to the latest regulations.

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The entire configuration data, test data and report data as well shall be stored into database interfacing by ASAM-ODS.

The system has to support all standard communication protocols like ASAM-AK or ASAM-GDI but also other common interface protocols RS232C, LAN / Ethernet, CAN, MCD, Analog Input or Discrete I/O to coordinate the use of the systems of hardware required for evaporative emission testing such as the Gas Analyser System, the evaporative emission enclosure, the temperature recording system, the pressure recording systems, the fans, printers, weather stations. Provision for interfacing other R&D equipment for future upgrades shall be included.

For data exchange and data sharing the automation system should be able to connect via LAN/Ethernet to the laboratory host computer as well as to the ICAT server for emission result storage and report generation.

Over the network connection the automation system must support external data evaluation and configuration.

The automation system must support all international driving cycles with manual and automated gear switching tables according to the actual regulations.

3.6.3 Test capabilities

The automation system shall allow the users to perform certification emissions testing, quality control operations and calibration on hardware. Also, R&D testing as for example: Fuel tank evaporative emission analysis, Fuel hose evaporative emission analysis, Canister loading analysis has to be included in the software in provision for future hardware upgrades.

The application software shall include all standard test schedules according to EU, US, Japanese and India emission regulation as described in paragraph 1. The main test cycles among others should be as follows:

Standard Emission Tests

- Diurnal & Hot Soak Test Procedure (ECE R83, Annex 7, Type IV Test)
- Diurnal Test Procedure (EPA CFR 40 §86.133-96)
- Hot Soak Test (EPA CFR 40 §86.138-96)
- DBLT - Diurnal Breathing Loss Test (EPA CFR 40 §86.133-90; Brazil)
- Bleed Emission Test Procedure (Passive SHED)
- EPA CFR 40 §1066 Subpart J (referring to EPA §86)
- CARB - CCR 13 § 1976 (referring to EPA §86)
- CHINA 6 (GB 18352.6-2016)
- INDIA (referring to ECE R83 - Type IV Test)
- JAPAN JASIC 11-3-49 §8f (referring to ECE R83 , Type IV Test)
- Any other regulation(if any) introduced at the time of delivery of the equipment's.

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Standard Calibration Tests

- **Analysis system**
 - *Analyzer's Calibration*
 - *Automatic Analyzer Linearization and Linearity check*
- **Propane injection recovery and retention**
- **Background stability check**
- **SHED internal temperature sensor, right**
- **SHED internal temperature sensor, left**
- **SHED interior temperature sensor, below the vehicle**
- **sensor internal temperature passive SHED (if available)**
- **barometric pressure sensor SHED**
- **SHED differential pressure sensor**

An integrated test editor allowing the user to create additional test types should be included.

The test reports and calculations should be prepared for the different regulations and for the Gasoline fuel vehicles.

3.6.4 Analysis System Recorder

The automation system must support a powerful and easy to use online data acquisition tool that narrows the gap between pure recording, data analysis, and post processing by providing common analysis functionality.

The main standard functions shall be as follows:

- Graphical online recorder
- Test & Channel parameterization
- Modal calculations & analysis
- Cycle evaluation

3.6.5 Report and layout Generation

The automation system must support Pre-configured Microsoft Excel template sheets that shall be used to generate test cycle and test reports, covering all different reports for testing, and their variations. Reports for projects and customer specific layouts should be also available

The main standard functions shall be as follows:

- Easy test report creation and formatting using Microsoft Excel
- Customer defined report layout and formatting
- Performs calculations on measured data and stores results to the data base
- Comprehensive data analysis and reports
- Stores to ASAM-ODS database, therefore history tracking should be possible.

ICAT report format will be provided to the successful bidder.

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3.6.6 Regulations:

- AIS 137 Part 1,2,3
- AIS 175
- BSII - BSVI
- EUIII - EU V

3.6.7 Test Cycles

- Diurnal test cycle as per AIS 175
- Diurnal test cycle as per AIS 137
- ECR83
- EPA CFR 40
- JAPAN JASIC 11-3-49
- CHINA 6

3.6.8 Weather Station:

The existing Weather station available with the system for measuring temperature, humidity and pressure of the enclosure.

The specifications of the weather station shall be as follows:

- Ambient pressure (Range 80 to 110 kPa, system accuracy +/-0.1 kPa absolute)
- Relative humidity (Range 0 to 100%, system accuracy +/-2% absolute)
- Temperature (range -20 to 120 °C, accuracy +/- 0.1°C absolute)

Temperature sensor probe should be connected to the controller unit to ensure that there's no difference between the test cell ambient air temperature and the temperature used to make all the corrections in the calculations.

The pressure and humidity sensors with separate holder should be installed on the wall of the test cell.

3.6.9 Power cut-off protection device

A UPS system with the required capacity for 30 min backup for all controller, automation and other PCs shall be supplied.

3.7 Additional equipment: Temperature Ageing for canister loading

3.7.1 Temperature Ageing for canister loading

Temperature range from 15 °C to 60 °C.

Temperature gradient has to be 1 °C/min. No forced air flow should pass through the carbon canister.

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A.4. Integration of existing Equipment.

4.1 Evaporative emission measurement enclosure

The existing measurement enclosure system available is **M/s Webber**. The bidder shall be responsible for successful integration for the complete system of upgraded lab with the current evaporative emission measurement enclosure.

4.2 Variable volume enclosure

The existing Variable volume enclosure system available is **M/s Webber**. The bidder shall be responsible for successful integration for the complete system of upgraded lab with the current evaporative emission system.

4.3 Fans

The existing Fans available with the system is **M/s Webber** to thoroughly mix the atmosphere in the enclosure and to attain an even temperature and hydrocarbon concentration in the chamber during measurements. The bidder shall be responsible for successful integration for the automation system of upgraded lab with the current Fans.

4.4 Weather station

The existing Weather station available with the system is **M/s Webber** for measuring temperature, humidity and pressure of the enclosure.
The bidder shall be responsible for successful integration for the automation system of upgraded lab with the current Weather station

If the bidder wants to use the existing system, he shall check the functionality as well as the workability of the existing system.

A.5. Calibration certificates

Calibration certified traceable to international standards for the complete emission analysis system shall be supplied. All test major equipment shall meet the calibration requirements of GTR 15 Annex 5 or better.

A.6. Acceptance Test

6.1 Approval of project

All drawings, interfaces with Existing Set-up and list of elements to be supplied, including main specifications, shall be verified and accepted by ICAT. Modifications shall be implemented on those documents by the supplier, should ICAT require to.

6.2 Acceptance for Emission system SHED lab

6.2.1 Full system check

Upon delivery a full system checks and demonstration by the supplier shall be conducted to the satisfaction of the representative of ICAT. Any faults of non-compliance with the specification not found in the pre-delivery inspection will be rectified, free of charge, by the contractor.

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6.2.2 Integration to other systems

The interface and proper integration of the Evaporative emission system to the rest of the elements involved shall be checked. Specifically, the integration of Evaporative emission system with the existing SHED system supplied by supplier M/s Webber EMI Inc. will be tested in order to ensure that the interfaces given by the Supplier allow full integration. Any faults of non-compliance with the specification not found in the pre-delivery inspection will be rectified, free of charge, by the contractor.

6.2.3 Acceptance tests

Working conditions as described in clause no. A.3 Technical Specifications will be reproduced in order to check that the performance of Evaporative emission system in SHED lab and It should corresponds to the corresponding technical requirements.

ICAT reserves the right of performing whatever Testing and calibration procedure included in this document to demonstrate compliancy with this document.

Each test for 2W, 3W and 4W will be performed 5 times to check the repeatability of the system. The tests to be performed for final acceptance will be discussed and finalised with the successful bidder.

A.7 Other Technical Conditions:

1. Pre-Delivery Inspection:

- Prior to the delivery of the upgraded The **SHED evaporative emission system and all associated components**, the selected bidder shall arrange for a Pre-Delivery Inspection (PDI) at their facility or a mutually agreed location. The purpose of the PDI is to verify that the equipment meets the specified technical requirements, quality standards, and contractual obligations.
- The bidder shall provide ICAT with reasonable notice of at least [30] days before the scheduled PDI to allow for the participation of ICAT's authorized representatives. During the PDI, ICAT reserves the right to inspect, test, and verify the functionality of the SHED evaporative emission system. Any discrepancies or deficiencies identified during the inspection shall be rectified by the bidder at no additional cost to ICAT, prior to shipment. Only upon successful completion of the PDI and formal approval by ICAT will the equipment be authorized for delivery.
- The Buyer reserves the right to either not attend the Pre-Delivery Inspection (PDI) or request a postponement of the PDI, for a maximum period of fifteen (15) days from the originally scheduled date, in order to allow the Buyer's representative(s) to attend such tests. In such cases, the Buyer must notify the Seller in writing at least fifteen (15) days prior to the scheduled PDI date. Should the Buyer request a postponement, no liquidated damages shall apply. If the Buyer informs the Seller within the specified time frame that it will not attend the PDI, or if the Buyer fails to attend the rescheduled PDI on the agreed-upon date, the Seller shall have the right to proceed with the PDI alone as scheduled. In such instances, the Certificate of Conformity and the Acceptance Test Report shall be signed solely by the Seller's Quality Assurance (QA) representative. These documents, bearing the sole signature of the Seller's QA representative, shall hold the same validity and effect as if signed by both

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parties. In the event the Buyer elects not to attend the PDI, the Buyer shall formally notify the Seller in writing of its decision to forgo attendance.

- All costs associated with the stay of the Buyer's Representative(s) in the location where the PDI is to be carried out, including travel expenses, boarding and loading, accommodation, and daily expenses, shall be borne by the Buyer.

2. **Training Requirement Clause:** As part of the scope of work for the *Upgradation of the SHED evaporative emission system*, the selected bidder shall be responsible for providing comprehensive training to the relevant personnel of the International Centre for Automotive Technology (ICAT), including both the Technical and Maintenance teams, during the acceptance and commissioning phase of the equipment. The training shall be conducted at the bidder's facility or at any other mutually agreed location. The training shall include, but not be limited to:

- **Installation Procedures:** The bidder shall provide detailed training to ICAT's Maintenance Team on the proper installation techniques and protocols specific to the supplied equipment.
- **Commissioning:** Both the Technical and Maintenance teams shall be trained in the commissioning process, ensuring operational readiness and compliance with performance specifications.
- **Operational Training:** The bidder shall also train the Operational Team on the execution of actual jobs using the upgraded SHED testing facilities, covering all relevant functionalities and safety protocols.
- **Maintenance Training:** The Maintenance Team shall be trained on routine and preventive maintenance procedures, troubleshooting, and general upkeep of the equipment.

All costs related to the travel, boarding, lodging, accommodation, and daily expenses of ICAT's representatives attending the training shall be borne by the Buyer (ICAT). The bidder shall ensure that training materials, manuals, and necessary documentation are provided to ICAT in English and in both digital and printed formats as applicable.

3. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of SHED evaporative emission system as Per Technical Specifications Up to ICAT Project Site in Bidder Scope).
4. **Billing Address:** International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050 (GST No. 06AABAN9435G2ZI)

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

Contact Person: Ms. Deepika Yadav- VTL Department

Contact No.: +91-8447831823 (Mobile)

Email ID: deepika.yadav@icat.in

Contact Person: Mr. Monal Hasti - VTL Department

Contact No. +91 99108 56699

Mail ID: monal.hasti@icat.in

Additional Terms & Conditions (ATC)**Annexure B
Earnest Money Deposit (EMD Clause)**

Earnest Money Deposit (EMD): INR 9,80,000/- (Rupees Nine Lakh Eighty Thousand Only) can be submitted in form of 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 who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

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

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 9,80,000/- through NEFT/RTGS)

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

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

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

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

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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 V**" will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

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

- *The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity or on submission of false documents/undertaking.*
- *Without the written consent of ICAT, 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 contract.*
- *Does not reply to any queries that may be raised after opening of technical/financial bids.*
- *If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".*

Additional Terms & Conditions (ATC)**Annexure C
Eligibility & Technical Evaluation Criteria**

Eligibility Criteria (Pre-Qualification Requirements): Only those Bidders who meet the following pre-qualification criteria shall be considered eligible to participate in this procurement process. Bidders must provide satisfactory documentary evidence in support of each requirement listed herein. Any bid that fails to comply with or demonstrate conformance to the stipulated eligibility conditions shall be treated as non-responsive, and such bid shall be summarily rejected without further evaluation, including exclusion from the technical assessment stage.

The Purchaser reserves the right to verify the authenticity of the documents submitted and to request additional clarifications, if deemed necessary. Submission of false, misleading, or unverifiable information shall lead to immediate disqualification and may also invite further action as per applicable laws and tender conditions.

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

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

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

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

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

2. **Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and technical 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. A Statement of Compliance, in the format prescribed within the Technical Specifications, shall be submitted for each item listed. Each compliance statement must be substantiated with authentic, verifiable documentation (e.g., brochures, datasheets, certifications) issued by the Original Equipment Manufacturer (OEM) or other credible sources. Furthermore, each page of the bid, including any amendments, corrections, or insertions, must be duly signed and stamped by the authorized

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signatory of the Bidder, thereby certifying its accuracy and authenticity. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.

3. **Legal Presence in India:** The Bidder must be a legal entity registered and operating in India. The Bidder shall have a valid legal presence in India as per applicable laws and must be authorized to conduct business in the country. Proof of such legal presence, including a valid Certificate of Incorporation/Registration, PAN, and GST registration, must be submitted along with the bid.
4. **The bidder should be either an OEM/OES/OPM or his authorized channel partner**

The bidder must be either:

- the Original Equipment Manufacturer (OEM),
- the Original Equipment Supplier (OES),
- an Original Parts Manufacturer (OPM),
- a subsidiary of the OEM/OES/OPM, or
- an authorized channel partner duly appointed by the OEM/OES/OPM.

In cases where the bidder is not the OEM, the bidder shall be required to submit a valid authorization letter or certificate from the respective OEM, clearly authorizing the bidder to participate in this tender and to carry out the specified scope of work. Failure to submit the required authorization or submission of invalid/expired documentation shall render the bid non-responsive and liable for disqualification.

5. **Experience Requirement:** The Bidder must have a minimum of three (3) years of demonstrable experience in executing projects of similar nature, *as defined under the 'Similar Nature of Work' clause of this tender*. The Bidder shall provide verifiable documentary evidence in the form of work orders, contracts, or completion certificates issued by clients, clearly indicating the nature, scope, and successful execution of the relevant work. Bids not supported by sufficient and credible documentation shall be considered non-compliant with this eligibility criterion and may be rejected at the sole discretion of the Purchaser.
6. **Prior Experience Requirement:** Within the *preceding three (3) years*, the Bidder must have successfully supplied, installed, and commissioned at least two (2) *facility in India of a similar nature and scope, or of equivalent technical characteristics*. The reference project(s) must demonstrate the Bidder's capability to execute contracts of comparable complexity and value. Eligible clients for such reference projects may include, **but are not limited to:**
 - *Central Government Ministries/Departments*
 - *State Government Departments*
 - *Public Sector Undertakings (PSUs)*
 - *Autonomous Bodies*
 - *Reputable Private Sector Entities operating in India*
 - *Reputed Automotive OEMs or Manufacturers.*

The Bidder shall furnish documentary evidence in support of the above, such as Purchase Orders, Work Completion Certificates, or Performance Certificates issued by the respective clients.

7. **Financial Capability:** The bidders should have an average annual turnover of **INR 25 Cr.** in the last three consecutive financial years (**FY 2022-23, 2023-24 & 2024-25**). The bidders should have an average annual turnover of **INR 1.0 Crore** in the last three consecutive financial years (**FY 2022-23, 2023-24 & 2024-25**). The

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bidders shall submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant to this effect indicating the turnover for the last 3 consecutive financial years. The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

8. **Undertaking Regarding Non-Blacklisting:** The Bidder must not have been blacklisted, debarred, or declared ineligible for participation in any public procurement by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), Autonomous Body, or any reputed private organization or institution in India, as on the date of submission of the bid. The Bidder shall submit a duly signed and stamped declaration to this effect as per the prescribed format enclosed in the tender document. Failure to disclose such information or submission of a false declaration shall lead to immediate disqualification of the bid and may result in further action, including blacklisting, as deemed appropriate by the Purchaser.

Bidders to Comply with:

9. 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>).
10. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- *ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.*
- *MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.*
- *It is clarified that the relaxation of prior **turnover and prior experience** with respect to micro and small enterprises is subject to meeting the quality and technical specifications given in the bid document.*

Additional Terms & Conditions (ATC)**Bid Rejection Criteria**

Bidders are required to adhere strictly to all terms, conditions, and eligibility requirements outlined in this tender document. Failure to comply with any of the following conditions shall render the bid liable for rejection at any stage of the evaluation process, at the sole discretion of the Purchaser

1. **Non-Submission of Authorization Certificate:** Failure to submit a valid and duly signed Authorization Certificate from the Original Equipment Manufacturer (OEM), wherever applicable.
2. **Non-Compliance with Bid Security Requirements:**
 - Non-submission of the **Earnest Money Deposit (EMD)**, or
 - Non-submission of the Bid Security Declaration in the prescribed **format**, or
 - Non-submission of a valid **Udyam Registration Certificate for Micro & Small Enterprises (MSEs) or Startups** seeking exemption from EMD under the Public Procurement Policy. Enterprises claiming such exemption must submit a copy of valid **Udyam Aadhaar Memorandum (UAM) or Udyam Registration Certificate** with the Technical Bid to be eligible for consideration.
3. **Failure to Meet Financial Turnover Requirement:** Bidders must have an average annual turnover of not less than **INR 25 Crores** during the **last three (3) consecutive financial years (FY 2022-23, 2023-24 and 2024-25)**. Audited financial statements or a Certificate from a Chartered Accountant, clearly indicating the turnover for the specified years, must be submitted. Failure to provide such documentation shall result in rejection of the bid.
4. **Non-Submission of Statutory Registrations:** Bidders must submit valid copies of their Goods and Services Tax (GST) registration and Permanent Account Number (PAN). Failure to do so shall lead to disqualification.
5. **Conditional Bids or Deviations:** Any bid containing deviations, exceptions, conditions, or assumptions from the tender terms and conditions shall be treated as non-responsive and summarily rejected.
6. **Unsatisfactory Client References:** In the event that 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. –
Conditional or Deviated Bids: Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
7. **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.
8. **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.
9. **Non-Compliance with Minimum Eligibility Criteria:** Failure to meet or demonstrate conformance to the **“Pre-Qualification/Minimum Eligibility Criteria”** as specified in the tender document will result in outright rejection of the bid.

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10. Bids not submitted in accordance with the above format, or which include financial information in the Technical Bid, may be rejected outright.

Bid Evaluation Criteria

The bidder shall comply with the **Pre-qualification/Minimum Eligibility Criteria** mentioned in "**Annexure - C**". Only bidders who qualified in the **Pre-qualification/Minimum eligibility criteria** are eligible for technical bid evaluation.

Technical Bid Evaluation Parameters

1. 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**.
2. Bidders shall strictly comply with all technical specifications as set forth in **Annexure - A**. It is mandatory for bidders to secure a full score **i.e., 55 Marks** in the evaluation of technical capability to qualify for further consideration.
3. **The Technical Bids shall be awarded points based on the following evaluation criteria:**

Evaluation Parameter	Detail Marking	Parameter Weightage
Technical Capability	Compliance with Technical Specifications as Specified in the Scope of supply and technical document of the Bid Document	55
Service Support	Local Support (Delhi NCR) <ul style="list-style-type: none"> • <i>Within NCR - 5 Marks</i> • <i>Outside NCR & within India- 4 Marks</i> 	5
	Response time (in Hours) <ul style="list-style-type: none"> • <i><12 Hours - 5 Marks</i> • <i>>12 Hours & < 24 hours - 4 Marks</i> • <i>24 hours (Minimum) - 3 Marks</i> 	5
Bidder's Past Experience	Same/ Similar Nature Project (In the Last 3 Years before bid submission) <ul style="list-style-type: none"> • <i>2 Projects- 4 Marks</i> • <i>More than 2 Projects- 5 Marks</i> 	5
	Experience (Nos. of Year) <ul style="list-style-type: none"> • <i>3 Years (min.) - 2 Marks</i> • <i>> 3 up to 4 Years-3 Marks</i> • <i>> 4 up to 5 Years-4 Marks</i> • <i>More than 5 Years- 5 Marks</i> 	5

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Bidder's Financial Capability	Financial Capability (Avg. Annual Turnover of Last 3 Years - FY 2022-23, 2023-24 & 2024-25) <ul style="list-style-type: none"> • <i>≥25 Crores up to 30 Crores - 5 Marks</i> • <i>>30 Crores up to 35 Crores - 7 Marks</i> • <i>>35 Crores Above - 10 Marks</i> 	10
Service Warranty	Warranty (in years) <ul style="list-style-type: none"> • <i>2 Years (Minimum)- 8 marks</i> • <i>2 Years to 3 Years - 9 marks</i> • <i>More than 2 Years- 10 marks</i> 	10
OEM Authorization	The bidder should submit the OEM/OES/OPM or as Authorized Subsidiary/Channel Partner	5
Total Marks		100

For the purpose of evaluating the eligibility of the Bidder, the term "Similar Nature of Work" shall be defined as follows:

Supply of / Upgradation of "SHED evaporative emission system" to WLTP (Euro 6E) requirements to any Department or Ministry of the Government of India, any State Government, Public Sector Undertaking (PSU), Automobile Industry or any reputed private organization within India.

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General Terms & Conditions**

1. **Scope of Supply/Work:** Upgradation of SHED evaporative emission system (As per technical specification and scope of work defined in “Annexure - A”) Installed in VTL Department at ICAT Centre - 1, Manesar (Haryana).
2. **Site Visit:** Bidders are encouraged to visit the ICAT site to inspect the location where the SHED evaporative emission system is to be installed. The site visit will provide the bidders with an opportunity to assess the installation environment and ensure that the proposed solution is suitable for the specified location. The bidder should coordinate with the designated representative at ICAT to schedule the site visit.
3. **Project Completion Period (Inclusive of Delivery, Installation, Testing and Commissioning Activity):** The successful bidder shall ensure that the delivery of the SHED evaporative emission system, along with all necessary testing, installation, and commissioning, is completed in full within **12 Months** from the date of receipt of the GeM Purchase Order (PO). The supplier shall also provide all required warranty documents at the time of delivery. The entire process, including the provision of warranty documentation, must be completed within the specified timeframe. Any delays beyond the stipulated period will be subject to penalties as per the terms outlined in the tender.
4. **Liquidity Damages (LD Clause):** The material including I&C and acceptance must be delivered/completed strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery including I&C and acceptance within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
5. **Payment Terms:** The Purchaser shall make payments to the Supplier strictly in accordance with the following terms, subject to the Supplier’s full compliance with all contractual obligations, submission of requisite documentation, and acceptance at each relevant stage of the project

Option I: With Advance Payment - In the event the Supplier opts for advance payment, the following terms shall apply

- **Advance Payment (30%):** Thirty percent (30%) of the total contract value shall be released as advance payment against the submission of an **Advance Bank Guarantee (ABG)** equivalent to **110% of the advance amount.**

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- The ABG must be issued by a branch located in **Delhi/NCR** of any **Scheduled Indian Bank** and shall remain valid for a minimum period of **Twelve (12) Months** from the date of issuance. The ABG must be in the format approved by ICAT and shall cover the entire execution period, including any applicable extensions or delays.
 - **On Delivery (50%): Fifty percent (50%)** of the total contract value shall be released upon receipt of the materials at the Purchaser's designated site, subject to:
 - Satisfactory verification of quantity and quality by the Purchaser.
 - Submission of complete dispatch documentation, including but not limited to:
 - Original Tax Invoice
 - Original Delivery Challan (if applicable)
 - Valid E-way bill (Both Part A& B)
 - Packing List
 - Material Inspection Report
 - Acknowledgment of receipt by the Purchaser.
 - **Post-Commissioning (20%):** The balance **twenty percent (20%)** shall be released upon
 - Successful installation, testing, commissioning, and final acceptance of the complete system.
 - Demonstrated satisfactory performance during the initial operational period.
 - Submission of all final documentation, including (where applicable):
 - Warranty Certificates
 - Calibration Certificate
 - Operation & Maintenance Manuals
 - As-Built Drawings

Option II: Without Advance Payment - In the event the Supplier does not opt for advance payment, the payment terms shall be as follows

- **On Delivery (80%):** Eighty percent (80%) of the total contract value shall be released upon receipt of materials at the Purchaser's designated site, subject to
 - Verification of quantity and quality by the Purchaser.
 - Submission of complete dispatch documentation as specified above.
 - Acknowledgment of receipt by the Purchaser.
- **Post-Commissioning (20%):** The remaining twenty percent (20%) shall be released upon successful installation, testing, commissioning, and final acceptance, as outlined in *Option I*.

Additional Terms & Conditions (ATC)**General Conditions Applicable to Both Options:**

- All payments shall be made via electronic transfer (NEFT/RTGS) within thirty (30) days from the date of receipt of complete and accurate invoices along with all requisite supporting documents, subject to applicable statutory deductions.
 - The Purchaser reserves the right to withhold payment in the event of any non-compliance with contractual terms, or in case of any defect, deficiency, or failure in performance, until such issues are resolved to the satisfaction of the Purchaser.
6. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050 (Haryana).
 7. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Equipment Up to ICAT Project Site in Bidder Scope).
 8. **Delivery/Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
 9. **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.
 10. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
 11. **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.
 12. **Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
 13. **Product Availability and Support Condition:** The product offered must not be classified as "end-of-life" or "end-of-sale" as of the bid submission date. In the event that support for the quoted product is discontinued or withdrawn prior to delivery, the bidder shall, at no additional cost to the purchaser, replace the quoted product with a superior alternative that meets or exceeds the original specifications. The replacement product must be of equivalent or

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higher quality and functionality, ensuring no disruption to the purchaser's requirements. The bidder must continue their service/operational support until 10 years from the date of acceptance.

14. **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. ICAT will have the right to reject component/equipment supplied, if it does not comply with the specification at any point of installation/inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.
15. **Warranty Period:** The Upgradation of SHED evaporative emission system shall be covered by a comprehensive on-site warranty for a minimum period of twenty-four (24) months from the date of delivery at the ICAT site. During this period, the supplier shall be fully responsible for addressing any premature failures or defects in the equipment, at no additional cost to the purchaser. This shall include the repair or replacement of defective components or the entire equipment, as necessary, on-site. The bidder shall submit a formal Warranty Declaration Letter, duly signed and printed on the bidder's official letterhead, along with the bid documents, explicitly confirming the provision of a 24-month comprehensive warranty for the complete system and all associated components.
 - **Quality and Compliance:** The supplier warrants that all equipment and accessories supplied under this contract shall be:
 - New and unused.
 - Free from any defects in materials.
 - Workmanship, and manufacture Conforming to the specifications, drawings, and standards prescribed in the tender documents.
 - Compliant with the prevailing industry norms and best practices.
 - Any deviations from these quality requirements must be rectified promptly by the supplier at no cost to the purchaser.
 - **Defective Goods and Supplier's Responsibilities:** If any item is found to be defective or non-compliant during the warranty period, the supplier shall, upon written notice from

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ICAT, repair or replace the defective goods within forty-eight (48) hours of notification. In the event the supplier fails to rectify the defect within the stipulated period, ICAT reserves the right to undertake the necessary repairs or replacements through a third party at the supplier's sole risk, cost, and expense, without prejudice to any other contractual or legal remedies available to the ICAT.

- **Replacement under Warranty:** All replacements of defective goods or components under the warranty shall be carried out by the supplier at no additional cost to the purchaser. This shall include Freight and transportation charges; Insurance costs; Customs duties (if applicable); On-site labor and any other incidental expenses incurred in the replacement process.
16. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.
17. **Performance Bank Guarantee (PBG):**
- The successful bidder shall be required to provide a Performance Bank Guarantee (PBG) from any branch at Delhi/NCR of Indian scheduled Bank, within 15 days from the date of the Notification of Award. The value of the PBG shall be equivalent to 5% of the total order value. The PBG shall include the full address of the issuing bank, along with the contact details of the person responsible, including name, contact number, fax number, and email ID.
 - **Validity of Performance Bank Guarantee:** The Performance Bank Guarantee shall remain valid for the entire warranty period of 24 Months (2 Years) from the date of satisfactory completion of the entire scope of work, including installation, commissioning, and acceptance testing or such other duration as stipulated in the contract.
 - **Failure to Submit Performance Bank Guarantee:** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves

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the right to cancel the order placed with the selected bidder, without notice, and to forfeit the Earnest Money Deposit (EMD).

- **Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfill its contractual obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.
- **Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded within 30 days following the successful completion of the contract period, specifically upon the expiry of the warranty period.
- **No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG).

18. **Submission of Modifications or Improvements to Conditions of Contract:** Bidders are permitted to propose and justify any modifications or improvements to the Conditions of Contract that, in their opinion, would serve the best interest of the International Centre for Automotive Technology (ICAT). Such proposals must be clear, concise, and directly relevant to the tender scope.

If bidder does not propose any modifications or improvements to the Conditions of Contract, the bidder shall explicitly declare this by stating “**No Deviation Suggested**” in the prescribed “**Deviations or Modifications Suggested Form – X(B)**”. Failure to submit this declaration may be construed as non-compliance with the tender submission requirements.

All proposed modifications or improvements must be submitted no later than seventy-two (72) hours prior to the official bid submission deadline. Any submissions received after this period shall be summarily disregarded.

ICAT reserves the exclusive and unconditional right to accept or reject, wholly or partially, any such proposed modifications or improvements at its sole discretion. If any proposals are accepted, ICAT will issue a corrigendum detailing the approved changes. Consequently, the bid submission deadline may be extended to allow all prospective bidders sufficient time to consider the issued corrigendum and revise their submissions accordingly.

Failure to submit any proposed changes within the stipulated timeframe shall be deemed as unconditional acceptance of all terms and conditions stated in the original tender document.

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No modifications, deviations, or conditional submissions will be accepted after the bid submission deadline. Any such conditional or non-compliant bids shall be rejected outright without further correspondence or clarification.

19. **Sub-Contracting Not Allowed:** The bidder shall execute all work associated with the Upgradation of SHED evaporative emission system directly and shall not engage any third party or subcontractor to perform any part of the contract without the prior consent of ICAT, Manesar. If such consent is given, this shall not relieve the bidder from any liability or obligation under the contract and they shall be responsible of the acts/ defaults and negligence of any such unauthorized engagement of sub-contractors, his agents or workmen as if they were the acts, defaults or neglects of the bidder, agents or workmen. The successful bidder will be solely responsible for full performance and compliance with all terms, conditions, and specifications outlined in the tender.

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 vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.

If after issue of the second warning letter also performance doesn't satisfy ICAT expectations, then ICAT reserves the right to terminate the work order by giving one-month notice in writing without assigning any further reason whatsoever.

After the contract becomes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained.

After the contract comes to an end the vendor will withdraw their service/equipment from ICAT premises within a month.

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

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

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the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.

23. Any Dispute/Difference arising out of or relating to this tender: In case any dispute arises between ICAT and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, Director, ICAT with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at Gurugram and shall be in English Language. The court of Gurugram shall have the jurisdiction.

As per the Guidelines of Arbitration & Mediation in Contracts of Domestic Public Procurement issued by The Department of Expenditure Procurement Policy Division under Ministry of Finance, Govt. of India through OM No. F.1/2/2024-PPD dated 03.06.2024, the arbitration shall be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). In all other cases where value of dispute is above 10 crore, arbitration will not be a method of dispute resolution in the 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.

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28. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee, or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:
- Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
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

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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. **Relaxation in Prior Turnover and Experience (refer Minimum Eligibility Criteria)** : 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.
32. **Preference to Make In India products (For bids < 200 Crore)**: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 25 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

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suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

Additional Terms & Conditions (ATC)**Form "I"****Performa for Performance Bank Guarantee**

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, has executed a contract on [*Please insert date of execution of Contract*] ("**Contract**") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]......and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **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).

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)
Form "II"
Checklist (Information/Documents to be submitted along with the Bid)

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

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	for the last three financial years should be attached)	
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 Form "XIV").	
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).	
13	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
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:

Additional Terms & Conditions (ATC)**Form "IV"****Declaration Regarding Make In India & Compliance of Rule 144 (xi) of GFR 2017**

The Bidder is requested to provide the following declarations on their letter duly signed and stamped.

* 1. Declaration regarding Make in India

In line with Government Public Procurement Order No. _____ dt _____, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content (____%) as defined in above orders against Tender/Eququiry No.

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

* 2. Declaration regarding compliance of Rule 144 (xi) of GFR 2017

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

Authorised Signatory

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

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Form "V"

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

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

Reference: "ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320, Upgradation of SHED evaporative system Installed in VTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

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Form "VI"

Earnest Money Deposit

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

Date: _____

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

Re: Tender No._____

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

OR

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

Name of Bidder

Signature of Authorised Representative

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

To,

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

Dear Sirs,

WHEREAS _____
(hereinafter called the "Bidder") has submitted their offer dated _____ for
_____ (hereinafter called the "Bid") against the buyer's request for
Tender No. _____ KNOW ALL MEN by these presents that we
_____ having our registered office at
_____ are bound onto International Centre for Automotive Technology having its office at Plot
No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the "Buyer") for the sum of Rs.
_____ (_____) for which payment will and truly to
be made to the said buyer, the bank binds itself, its successors and assigns by these presents.

The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse, or protest and without any enquiry or notification to the bidder merely on a demand from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the bank by the Owner shall be conclusive as regards the amount due and payable by the bank under this bank guarantee and the bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

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

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

All claims under this guarantee will be payable at _____
_____. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this

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original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

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

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

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

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the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.
8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute arises in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only). This guarantee shall remain valid till _____ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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

Tender No. ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320

Tender Detail: Upgradation of SHED evaporative system Installed in VTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana).

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

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

Full Name of Legal Representative / Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word "relative" is defined as under:

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The Companies Act, 2013 Sec 2(77) "relative", with reference to any person, means anyone who is related to another, if–

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

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

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

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

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1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/ foreign agent on behalf of only one principal.*
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

We hereby certify that our Firm M/s. _____ do not have any conflict of interest with other bidders for this tender.

We hereby declare and confirm that the above information and particulars are true and correct.

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

**Form "VIII"
Product Support Declaration
(To be submitted on Bidder Letter Head)**

Letter No. _____

Date: _____

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

Sub: OEM Declaration

Dear Sir,

Ref: Your ATC Reference No: ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for "ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320, Upgradation of SHED evaporative system Installed in VTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

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

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

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

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"

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

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against Tender No. ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320 for "Upgradation of SHED Evaporative system Installed in VTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

Dear Sir/Madam,

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

Hereby provide the following confirmation:

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

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

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

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

Additional Terms & Conditions (ATC)

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

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form X(B)

Modification or Improvement 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”.

Subject	Proposed Modification or Improvement to the Conditions of Contract
<p><i>[Explain in detail what alternative solution are you proposing]</i></p>	
<p>Reasons for the proposed solution to be superior than initial requirement</p>	
<p><i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i></p>	

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

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

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

Sub: Undertaking for Product Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XII"

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

Form "XIII"
Undertaking For Non-Subcontracting
(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

I/We, [Bidder/Seller's Name], hereby undertake not to subcontract any aspect of the contract, including the 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: _____

Additional Terms & Conditions (ATC)

Form "XIV"

Manufacturer's Authorization Form (MAF)
(To be submitted Original on OEM Letter Head)

MAF No.

Dated:

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

Sub: Manufacture's Authorization Form (MAF)

Dear Sir/Ma'am,

Tender Reference No. ICAT/GeM/VTL/Upgradation of SHED evaporative system /2025-26/320

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our _____ model.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangements for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of M/s _____ (Name of Manufacturer's)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer

Additional Terms & Conditions (ATC)

Form "XV"

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 handled by the Bidder during the last three (3) 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.)	Amount of contracts (INR)	Duration of contract	
			Order Received Date	Date of Installation with contract period
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: