



बिड संख्या/Bid Number: GEM/2026/B/7156343

दिनांक /Dated: 27-01-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-02-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-02-2026 20:30:00
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	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	2U Rack Server 10TB NVME Usable With Buy Back and Data Migration , 2U Rack Server 4TB NVME Usable with Buy Back and Data Migration
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	2U Rack Server with 4TB NVME Usable with Buy Back Option and Data Migration
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Servers (V2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE 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,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting 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 बढ़ाने 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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	2U Rack Server 10TB NVME Usable With Buy Back and Data Migration
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	155000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	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
Unit - National Automotive Board, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051
(Haryana)
(International Centre For Automotive Technology)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
---	---

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and

its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Price Breakup Document - [1769522230.xlsx](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
12-02-2026 14:00:00	IT Meeting Room, International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram - 122051 (Haryana)

2U Rack Server 10TB NVME Usable With Buy Back And Data Migration (1 Unit)

(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 दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	60

2U Rack Server 4TB NVME Usable With Buy Back And Data Migration (1 Unit)

(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 दस्तावेज़ /Buyer Specification Document	Download
--	--------------------------

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	60

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Detailed Technical Specification and Scope of Work View	Please Refer Attached ATC Document	2U Rack Server 10TB NVME Usable With Buy Back And Data Migration(1)
2	Detailed Technical Specification and Scope of Work View	Please Refer Attached ATC Document	2U Rack Server 4TB NVME Usable With Buy Back And Data Migration(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

4. **Buyback for Non PFMS / Non GPA**

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any

extra cost.

6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

5. **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)

ATC Index		
SI No.	Content	Page No.
1.	NIT (Notice for Inviting Tender)	2-3
2.	Chapter - 1 (Detailed Technical Specification & Scope of Work)	4-12
3.	Chapter - 2 (Instruction to Bidders)	13-15
4.	Chapter - 3 (Earnest Money Deposit - EMD)	16-17
5.	Chapter - 4 (Eligibility & Technical Evaluation Criteria)	18-22
6.	Chapter - 5 (Bid Rejection Criteria)	23-24
7.	Chapter - 6 (General Terms & Conditions)	25-35
6.	Form - I (Performance Bank Guarantee Format)	36-37
7.	Form - II (Bidder Information Checklist)	38-39
8.	Form - III (Undertaking Regarding Blacklisting/Non-Debarment)	40
9.	Form - IV (Declaration in Lieu of EMD/Bid Security)	41
10.	Form - V (Earnest Money Deposit)	42
11.	Form - VI (Declaration in Respect of Conflict of Interest)	43-45
12.	Form - VII (OEM Authorization Certificate)	46
13.	Form - VIII (Declaration and Undertaking from Bidder or OEM)	47
14.	Form - IX (Undertaking for Product Compliance)	48
15.	Form - X (Undertaking)	49
16.	Form - XI (No Deviation Declaration)	50
17.	Form - XII (Deviations or Modification Suggested)	51
18.	Form - XIII (Undertaking for Non-Subcontracting)	52
19.	Form - XIV (Details of Contracts)	53
20.	Form - XV (Declaration by the Bidder for Code of Integrity)	54
21.	Form - XVI (Format for Annual Turnover)	55
22.	Form - XVII (Declaration Regarding Restriction on Procurement from Bidder of a Country Which Shares Land Border with India)	56
23.	Form - XVIII (Certificate Regarding Declaration of Local Content)	57-58
24.	Form - XIX (Declaration for MSE Bidder)	59
25.	Form - XX (Price Reasonability Declaration Letter)	60
26.	Form - XXI (Technical Compliance Checklist)	61-68

Additional Terms & Conditions (ATC)

NIT (Notice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Government of India, having GST Registration No. 06AABAN9435G2ZI, hereby invites online bids through GeM Portal under the Two-Bid System (i.e., Technical Bid and Financial Bid) from reputed, experienced, and eligible bidders for **“Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana)”**, in accordance with the terms and conditions specified in the tender document.

Tender Activity Schedule

Scope of Supply	Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana)
Detailed Specification	Technical Please Refer “Chapter - 1”
Site Location	International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)
Earnest Money Deposit (EMD) Or Bid Security Declaration	<p>Earnest Money Deposit (EMD): INR 1,55,000/- (Rupees One Lakh Fifty-Five Thousand Only) shall be submitted in form of DD/Bank Guarantee/Banker’s Cheque & FDR drawn in favour of “International Centre for Automotive Technology”, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name “International Centre for Automotive Technology”.</p> <p style="text-align: center;">Or</p> <p>Firms registered as Start-ups or Micro and Small Enterprises (MSEs), as defined under the Public Procurement Policy for Micro and Small Enterprises (MSEs) issued by the Ministry of Micro, Small and Medium Enterprises (MSME), or firms registered with the Central Purchase Organization (CPO) or the concerned Ministry/Department, shall be exempted from payment of Earnest Money Deposit (EMD), subject to submission of a self-attested copy of the valid registration certificate along with the Technical Bid. The registration certificate shall be valid on the date of submission of bids and for a minimum period of six (06) months thereafter.</p> <p>Note: Traders, distributors, sole agents, and entities engaged in work contracts shall not be eligible for availing benefits under the MSME category.</p> <p style="text-align: center;">Or</p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per “Form IV” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.</p>
Eligibility Criteria	Please Refer “Chapter - 4” of the Tender Document
The Last Date of Receipt of Queries if any,	Submission of Pre-Bid Queries Bidders are required to submit their queries, if any, in writing to E-mail ID by 10th February' 2026 up to 1700 Hrs.

Additional Terms & Conditions (ATC)

Date for Clarification Meeting	<p>Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.</p> <ul style="list-style-type: none"> ➤ Date: 12th February' 2026 ➤ Time: 14:00 Hrs. ➤ Venue: IT Meeting Room, International Centre for Automotive Technology (Centre - 2), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051, Haryana ➤ Mode: Physical or Virtual Meeting <p>All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.</p>
---------------------------------------	--

ICAT Bank Details for NEFT/RTGS (In case any bidder deposits the EMD of INR 1,55,000/- through NEFT/RTGS)

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

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

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

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Server

Additional Terms & Conditions (ATC)

Chapter - 1

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana)”**.

A.1 Scope of Supply Details:

Product Description	Quantity	Delivery Location	Delivery Period
Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana)	2 Units	ICAT - Manesar	60 Days from GeM Date of GeM Contract

A.2 Purpose/Usage of Servers

The purpose of this tender is to procure, install, test, and commission new server infrastructure at **ICAT Centre-1, Manesar (Haryana)**, including buy-back of existing servers and secure migration of data from the old servers to the new servers, to enhance system performance, reliability, data security, and operational continuity. The servers so procured shall be used exclusively for official purposes of ICAT in accordance with applicable institutional IT requirements.

A.3 Detailed Technical Specification of Servers and Migration Work

Server - 1: 2U Rack Server with 4TB NVMe Usable (Detailed Technical Specification)

Parameters	Description
Processor	The system shall be equipped with a dual-socket configuration utilizing high-density server processors.
	Processor Type: 2 × Intel® Xeon® Scalable (4th Gen or higher) 32 core Each
	Minimum Frequency: Base 2.4 GHz. and minimum Turbo frequency support 4.1 GHz.
Memory & Storage	System Memory: 256 GB Total (16 x 16 GB modules).
	Type: DDR5 ECC Registered Memory.
	Memory Slots: Minimum 32 x DIMM slots for future scalability (supporting minimum 2TB).
	Minimum Drive Bays: 16 x 2.5-inch U.2 NVMe hot-swappable drive trays Bays.
	RAID 0,1,5, & 6 should be supported.
	Storage: 04 TB usable NVMe
	Interface: PCIe Gen4 or latest
Minimum Drive Endurance: 1 DWPD (Drive Writes Per Day).	
Expansion & GPU Support	The server must support high-density parallel computing and modular networking.

Additional Terms & Conditions (ATC)

	GPU Slots: 2 x FHFL (Full-Height Full-Length) PCIe slots dedicated for high-performance GPU integration of x16.
	PCIe Expansion: 2 x additional PCIe slots for auxiliary cards of x16.
	OCP Slot: 2 x OCP 3.0 Mezzanine slot of x16.
Networking & Connectivity	Network Adapter: Dual Port 10 Gb/s Ethernet OCP Network Adapter (SFP28).
	Cabling: 2 x 10GbE SFP28 Passive Copper Cables (3-meter length minimum).
	Transceivers: 2 x 10GbE SFP28 Optical Transceivers (LC connector, 850nm wavelength, multi-Mode).
	Console & Peripherals: 1 x RJ45 Serial port (COM).
	1 x DB15 VGA port / HDMI, 2 x USB 3.2 Gen1 ports
	Management: 1 x Dedicated RJ45 1GbE port for BMC/Remote Management and 1 Dedicated system management port.
Chassis, Power & Cooling	Form Factor: 2U Rackmount (Maximum rack size).
	Power Supply: 2 x Redundant Hot-swap Power Supply Units (PSU).
	Cooling: 2 x Redundant Fan Modules with intelligent speed control.
	Accessories:
	1 x 2U Front Security Cover. 1 x Tool-less Rackmount Rail Kit.
Additional Features	Remote Management: Full BMC (Baseboard Management Controller) and IPMI support for out-of-band management in data centres or edge locations.
	Support for simultaneous multi-threading (SMT) to allow multiple threads per physical core
	Minimum 1 integrated accelerator for high-performance data movement and memory-to-memory copies.
	Support for advanced error handling and "Run Sure" equivalent availability features to maintain system uptime during memory errors.
	The processor architecture must support software-defined activation models for enabling additional integrated features as required.
	Support for hardware-level transactional synchronization to optimize lock-protected data structures.
	Advanced hardware-level virtualization support for CPU, I/O, and memory (including Extended Page Tables).
	Support for hardware-isolated enclaves with a minimum protected memory (EPC) capacity of 512 GB.
Hardware-level enforcement to prevent return-oriented programming (ROP) and jump-oriented programming (JOP) attacks. Ability to designate and prioritize specific CPU cores for high-performance workloads (Power/Frequency steering).	

Additional Terms & Conditions (ATC)

	Hardware-level monitoring and allocation of shared resources (cache and memory bandwidth) to ensure Quality of Service (QoS) between virtual machines or containers.
	Support for configurable performance profiles, allowing software-defined control over base frequencies and turbo frequencies.
	64-bit architecture supporting industry-standard extensions including SSE4.2, AVX, AVX2, and AVX-512.
	Minimum 2 dedicated hardware instances for bulk encryption, decryption, and data compression.
	Integrated hardware support for advanced matrix extensions (AMX) and at least two AVX-512 Fused Multiply-Add (FMA) units.
Certifications	The OEM should be certified, should be fully compatible with Microsoft Server editions and should be listed on Microsoft certified server catalogue.
	The OEM should be certified by at least 1 Hypervisor OEM and should be listed on OEM site.
Microsoft OS	Microsoft server OS 2025 for the proposed number of Cores.
Server Hardware and OS must support	<p>Basis Key Features & Enhancements- AI & Performance: Built for AI-ready computing, faster storage, and improved Active Directory performance</p> <p>Hybrid Cloud: Seamless integration with Azure Arc for cloud innovations on-premises.</p> <p>Security: Cryptographic agility in Kerberos, enhanced file server security, and forward-looking security.</p> <p>Virtualization: Scalable Hyper-V with support for massive VMs and GPU partitioning</p> <p>Containers: Reduced container size and better portability.</p> <p>Identity: Scalable Active Directory Domain Service</p>
Warranty and Support	Onsite 3-year warranty.

Server - 2: 2U Rack Server with 10TB NVME Usable (Detailed Technical Specification)

Parameters	Description
Processor	The system shall be equipped with a dual-socket configuration utilizing high-density server processors.
	Processor Type: 2 × Intel® Xeon® Scalable (4th Gen or higher) 32 core Each
	Minimum Frequency: Base 2.4 GHz. and minimum Turbo frequency support 4.1 GHz.
Memory & Storage	System Memory: 256 GB Total (16 x 16 GB modules).
	Type: DDR5 ECC Registered Memory.
	Memory Slots: Minimum 32 × DIMM slots for future scalability (supporting minimum 2TB).
	Minimum Drive Bays: 16 × 2.5-inch U.2 NVMe hot-swappable drive trays Bays.

Additional Terms & Conditions (ATC)

	<p>RAID 0,1,5, & 6 should be supported.</p> <p>Storage: 10 TB usable NVMe</p> <p>Interface: PCIe Gen4 or latest</p>
Expansion & GPU Support	<p>The server must support high-density parallel computing and modular networking.</p> <p>GPU Slots: 2 x FHFL (Full-Height Full-Length) PCIe slots dedicated for high-performance GPU integration of x16.</p> <p>PCIe Expansion: 2 x additional PCIe slots for auxiliary cards of x16.</p> <p>OCP Slot: 2 x OCP 3.0 Mezzanine slot of x16.</p>
Networking & Connectivity	<p>Network Adapter: Dual-Port 10 Gb/s Ethernet OCP Network Adapter (SFP28).</p> <p>Cabling: 2 x 10GbE SFP28 Passive Copper Cables (3-meter length minimum).</p> <p>Transceivers: 2 x 10GbE SFP28 Optical Transceivers (LC connector, 850nm wavelength, multi-mode).</p> <p>Console & Peripherals: 1 x RJ45 Serial port (COM).</p> <p>1 x DB15 VGA port / HDMI, 2 x USB 3.2 Gen1 ports</p> <p>Management: 1 x Dedicated RJ45 1GbE port for BMC/Remote Management and 1 Dedicated system management port.</p>
Chassis, Power & Cooling	<p>Form Factor: 2U Rackmount (Maximum rack size).</p> <p>Power Supply: 2 x Redundant Hot-swap Power Supply Units (PSU).</p> <p>Cooling: 2 x Redundant Fan Modules with intelligent speed control.</p> <p>Accessories:</p> <p>1 x 2U Front Security Cover.</p> <p>1 x Tool-less Rackmount Rail Kit.</p>
Additional Features	<p>Remote Management: Full BMC (Baseboard Management Controller) and IPMI support for out-of-band management in data centers or edge locations.</p> <p>Support for simultaneous multi-threading (SMT) to allow multiple threads per physical core</p> <p>Minimum 1 integrated accelerator for high-performance data movement and memory-to-memory copies.</p> <p>Support for advanced error handling and "Run Sure" equivalent availability features to maintain system uptime during memory errors.</p> <p>The processor architecture must support software-defined activation models for enabling additional integrated features as required.</p> <p>Support for hardware-level transactional synchronization to optimize lock-protected data structures.</p> <p>Advanced hardware-level virtualization support for CPU, I/O, and memory (including Extended Page Tables).</p> <p>Support for hardware-isolated enclaves with a minimum protected memory (EPC) capacity of 512 GB.</p>

Additional Terms & Conditions (ATC)

	<p>Hardware-level enforcement to prevent return-oriented programming (ROP) and jump-oriented programming (JOP) attacks.</p> <p>Ability to designate and prioritize specific CPU cores for high-performance workloads (Power/Frequency steering).</p> <p>Hardware-level monitoring and allocation of shared resources (cache and memory bandwidth) to ensure Quality of Service (QoS) between virtual machines or containers.</p> <p>Support for configurable performance profiles, allowing software-defined control over base frequencies and turbo frequencies.</p> <p>64-bit architecture supporting industry-standard extensions including SSE4.2, AVX, AVX2, and AVX-512.</p> <p>Minimum 2 dedicated hardware instances for bulk encryption, decryption, and data compression.</p> <p>Integrated hardware support for advanced matrix extensions (AMX) and at least two AVX-512 Fused Multiply-Add (FMA) units.</p>
Certifications	<p>The OEM should be certified, should be fully compatible with Microsoft Server editions and should be listed on Microsoft certified server catalogue.</p> <p>The OEM should be certified by at least 1 Hypervisor OEM and should be listed on OEM site.</p>
Microsoft OS	Microsoft server OS 2025 for the proposed number of Cores.
Server Hardware and OS must support	<p>Compatible with SQL/Oracle (Basis Key Features & Enhancements- AI & Performance: Built for AI-ready computing, faster storage, and improved Active Directory performance Hybrid Cloud: Seamless integration with Azure Arc for cloud innovations on-premises. Security: Cryptographic agility in Kerberos, enhanced file server security, and forward-looking security. Virtualization: Scalable Hyper-V with support for massive VMs and GPU partitioning Containers: Reduced container size and better portability. Identity: Scalable Active Directory Domain Service</p>
Warranty and Support	Onsite 3-year warranty.

Migration Activity (Scope of Work and Requirements)

2U Rack Server with 4TB NVME usable (Server Hardware 1) VM - 1 (ADC)	<p>The Successful Bidder Shall: -</p> <ul style="list-style-type: none"> ➤ Install and configure the operating system on the new ADC hardware. ➤ Join the new server to the existing domain. Configure the server as an Additional Domain Controller. ➤ Ensure Active Directory replication between DC and ADC is functioning correctly. ➤ Validate redundancy, failover, and load balancing for authentication services. Safely demote and decommission the existing ADC server post-validation.
---	--

Additional Terms & Conditions (ATC)

<p>2U Rack Server with 4TB NVME usable (Server Hardware 1) VM - 2 (AD Connect)</p>	<p>The Successful Bidder Shall: -</p> <ul style="list-style-type: none"> ➤ Install and configure the AD Connect server on new hardware. ➤ Migrate or reconfigure Azure AD Connect (or equivalent) settings, including Synchronization rules, Password hash synchronization / pass-through authentication (as applicable), OU filtering and user scope. ➤ Perform synchronization testing between on-prem Active Directory and cloud directory services. ➤ Ensure no disruption to user authentication or cloud services. ➤ Decommission the existing AD Connect server after successful validation.
<p>2U Rack Server with 10TB NVME usable (Server Hardware 2) VM-1 (DMS)</p>	<p>VM 1: - Canon Therefore Migration from existing Server to New Server. ICAT is using Document Management Software “Therefore” (A scalable document management solution that allows the efficient capture, retrieval, index and archival of information, improving the workflow of documents in small-sized or large-scale enterprises). Reconfiguration of Therefore application in new VM server. Installation & configuration of SQL server 2022, SQL database migration from existing server to new server. Installation of “Therefore” capture client, case manager, console, Navigator, Solution Designer & Viewer. Reactivation of existing “Therefore” license. Migration of complete existing data (approx. 2 TB) from existing server to new server. *The “Therefore” application is currently live & working. After migration, it is the responsibility of the vendor / supplier of the hardware to make “Therefore” live again.</p>
<p>2U Rack Server with 10TB NVME usable (Server Hardware 2) VM-2 (Domain Controller)</p>	<p>The Successful Bidder Shall:</p> <ul style="list-style-type: none"> ➤ Install and configure the operating system on the new ADC hardware. ➤ Join the new server to the existing domain. ➤ Configure the server as an Additional Domain Controller. ➤ Ensure Active Directory replication between DC and ADC is functioning correctly. ➤ Validate redundancy, failover, and load balancing for authentication services. <p>Safely demote and decommission the existing ADC server post-validation</p>
<p>Deliverables & Testing</p>	<p>The Successful Bidder Shall:</p> <ul style="list-style-type: none"> ➤ Perform comprehensive testing for each migrated service. ➤ Ensure: <ul style="list-style-type: none"> • Data integrity • Service availability • Security and access control ➤ Address and resolve any issues identified during testing. ➤ Obtain formal sign-off from the client after successful validation.
<p>Team Qualification</p>	<p>The bidder should have at least 2-3 qualified engineers for Canon Therefore and Microsoft AD Integration.</p>

Additional Terms & Conditions (ATC)

Buy-Back Old Servers Details

SI No.	Asset Code	Purpose	Serial	Model	Type	DOP	WDV as of 31 st March' 2025
1	ICAT/COM/0546	Domain Server	J306ZVX	X3650 M5	Server Lenovo	26 th May' 2017	INR 6,314.00
2	ICAT/COM/19-20/0042	Active Directory & Additional Domain	JFFMXH2	R540	Dell Server	1 st June' 2019	INR 19,176.00
3	ICAT/COM/18-19/0081	DMS (Therefore)	CDMNQM2	R530	Dell Server	12 th April' 2018	INR 8,258.00
4	ICAT/COM/0749	AD Connect	J30YH48	X3550 M5	IBM	5 th April' 2017	INR 3,023.00

Mandatory Buy Back Compliance: Consideration of the Buy Back option of the existing/old servers, as specified in this tender, is mandatory and an essential condition of eligibility. The bidder shall submit its bid only after duly factoring and explicitly accounting for the Buy Back value of the old servers in its commercial offer.

Any bid submitted without consideration of the Buy Back option of the old servers, or with any deviation, conditionality, or ambiguity whatsoever in this regard, shall be treated as non-responsive and shall be rejected summarily at the preliminary stage, without any reference to the bidder and without any further evaluation.

Bidders shall be deemed to have fully inspected and assessed the physical condition, configuration, and operational status of the old servers proposed for Buy Back. Opportunity for site inspection is provided solely for the bidder's own assessment, and failure to carry out such inspection shall not be accepted as a ground for any claim, clarification, price revision, relaxation, or deviation at any stage of the tendering or execution process.

No post-bid representation, request for clarification, or claim of misunderstanding with respect to the condition, quantity, or specifications of the old servers shall be entertained under any circumstances. The responsibility for accurate assessment of the Buy Back component shall rest entirely with the bidder.

A.4 Other Technical Conditions:

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a complete quotation strictly in accordance with the technical specifications detailed in the tender document. The bid must be accompanied by full technical documentation, including:

- Brand Name and Model of the Product,
- Detailed Specifications,
- Original technical literature and product brochures clearly highlighting compliance with the tendered specifications.

Additionally, a Statement of Compliance, prepared in the format prescribed under the Technical Specification section, shall be submitted for each line item. This Statement must be supported by verifiable and authentic documentation. All pages of the bid submission, including any amendments or corrections, must be duly signed and stamped by the authorized signatory of the bidding entity. Non-compliance with these requirements may lead to outright rejection of the bid at the discretion of the purchaser.

2. **Product Availability and Support:** The products quoted must not be categorized as End-of-Life (EOL) or End-of-Sale (EOS) as on the date of bid submission. The bidder shall submit a self-declaration confirming the availability and continued support of the quoted products. In the event the quoted model is withdrawn, discontinued, or becomes unsupported prior to delivery, the bidder

Additional Terms & Conditions (ATC)

shall, at no additional cost to ICAT, supply a functionally equivalent or superior product meeting or exceeding the original specifications. The replacement product must be of equal or better quality and functionality, ensuring no disruption to ICAT's operational requirements.

3. **Site Visit and Familiarization with Existing Infrastructure:** Interested bidders are advised to visit the ICAT site to familiarize themselves with the existing server infrastructure, including the servers proposed to be taken under buy-back against the supply of new servers, in order to fully understand the site conditions, configuration, operational status, and scope of work involved. The bidder shall be deemed to have examined the site and assessed the condition of the existing servers and shall have satisfied itself as to all matters relating to the execution of the work, including logistical, technical, and operational requirements. No claim arising out of lack of site knowledge or misunderstanding of the existing infrastructure shall be entertained by ICAT at any stage of the tendering or contract execution process.
4. **Price Break-up, Buy-Back Adjustment, and Finality of GeM Quoted Price:** Bidders shall submit their Financial Bid with a clear and detailed price break-up for the supply of new servers, inclusive of all associated activities and services as specified in the tender document, along with the separately indicated buy-back value of the existing/old servers, as provided under the buy-back option in the tender. ICAT shall make payment to the successful bidder after due adjustment of the buy-back amount quoted by the bidder for the old servers, and the net payable amount shall be released in accordance with the payment terms stipulated in the tender document. It shall be deemed and understood that the price quoted by the bidder on the Government e-Marketplace (GeM) is the final and firm price, arrived at after considering the buy-back value of the old servers. No price escalation, revision, or additional financial claim whatsoever shall be admissible beyond the final price quoted on GeM, during the currency of the contract.
5. **Delivery, Packing, Transportation, and Insurance**
 - The successful bidder shall be solely responsible for the safe and secure packing, handling, transportation, and delivery of the servers, accessories, and all associated components to the designated ICAT site. All costs, risks, and liabilities in this regard shall be borne entirely by the bidder.
 - The bidder shall ensure that all equipment is adequately packed to prevent damage during transit and handling, in accordance with standard industry practices and manufacturer guidelines.
 - The risk and ownership of the servers shall remain with the bidder until successful delivery, installation, testing, commissioning, and formal acceptance by ICAT.
 - The bidder shall be responsible for arranging comprehensive insurance coverage for the servers during transit, handling, and storage prior to acceptance, to protect against loss, theft, or damage.
 - ICAT shall not be responsible for any loss, damage, or delay during transportation, handling, or installation, and any claims arising therefrom shall be settled solely by the bidder at their own cost.
 - Delivery timelines, installation, and acceptance shall be as per the schedule specified in the tender, and the bidder shall ensure timely completion without any additional cost to ICAT.
6. **Comprehensive Warranty:** The system(s) supplied under this tender shall be covered by a comprehensive warranty for a period of three (3) years, commencing from the date of successful installation, commissioning, and formal acceptance of the equipment by ICAT.
7. **Scope of Support:** The Bidder shall provide hardware, software, and license support throughout the warranty period. This shall include but not be limited to *Preventive maintenance and regular system health checks, Troubleshooting and fault diagnosis, Software updates, patches, and upgrades, Firmware, BIOS, drivers, and other device-related software updates on a quarterly basis*

Additional Terms & Conditions (ATC)

or as required and On-site and remote technical support to ensure uninterrupted and optimal system performance.

8. **Installation, Configuration, and Commissioning:** The Bidder shall be solely responsible for the delivery, installation, configuration, commissioning, and integration of the system(s) at ICAT-designated location(s), in accordance with the technical specifications and standards stipulated in this tender. Installation shall be completed to the satisfaction of ICAT.
9. **Repairs and Replacements:** In the event of any hardware or system failure during the warranty period, the Bidder shall, at its own cost, repair or replace the defective component(s) or the entire system, as applicable, within a reasonable time to minimize system downtime, in accordance with ICAT-prescribed service levels.
10. **Preventive Maintenance:** The Bidder shall carry out quarterly preventive maintenance visits during the warranty period and submit detailed maintenance reports to ICAT after each visit.
11. **Expenses:** All expenses related to repair, maintenance, replacement, reconfiguration, logistics, manpower, and any incidental costs arising during the warranty period shall be borne entirely by the Bidder. No additional payment shall be admissible on this account.
12. **Termination for Non-Compliance:** In the event of the Bidder's failure to provide the required maintenance and support services as per the terms of this tender, ICAT shall have the right to terminate the contract, in whole or in part, by giving one (1) month's prior written notice, without prejudice to any other rights or remedies available under the contract.

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

Contact Person	Mr. Nitish Kumar - IT	Mr. Vikram Wadhwa - IT
Mail ID	nitish@icat.in	vikram.wadhwa@icat.in
Contact No.	(M)+91 8930070217	(M)+91 9313054390

Additional Terms & Conditions (ATC)

Chapter - 2

Instructions To Bidders

- 1. Submission of Quotation and Technical Documentation:** The Bidder shall submit a complete and comprehensive quotation in strict conformity with the detailed technical specifications of “*New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana)*” as specified in “*Chapter - 1*” of the *Additional Terms and Conditions (ATC) document*. The submission must encompass both the technical and financial proposals, duly separated and prepared in accordance with the requirements and formats prescribed in the tender documents. The technical bid shall include all requisite technical documentation, specifications, detailed drawings, product literature, and any other supporting information necessary to demonstrate full compliance with the tender specifications. Non-compliance with the stipulated submission requirements or failure to provide the requisite technical and financial details may result in rejection of the bid at the sole discretion of the Purchaser.
- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.
Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.
The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.
It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
- 4. Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.
Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the Pre-Bid Meeting. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.
All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the *Pre-Bid Meeting (MoM)* on the Purchaser’s official website (www.icat.in) and on the *GeM Portal*. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.

Additional Terms & Conditions (ATC)

5. Pre-Bid Meeting Conditions

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

- **Date:** *12th February' 2026*
- **Time:** *14:00 Hrs.*
- **Venue:** *IT Meeting Room, International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051, Haryana*
- **Mode:** *Physical Meeting or Virtual*

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

5.2 Submission of Pre-Bid Queries

- Bidders are required to submit their queries, if any, in writing to nitish@icat.in, vikram.wadhwa@ica.tin, vikas.sharma@icat.in & javed.rahi@icat.in by *10th February' 2026 up to 1700 Hrs.*
- **Queries should be submitted in the following format (Format XII):**

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

5.3 Clarifications and Amendments

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

5.4 No Individual Communication

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

5.5 Binding Clarifications Only Through Corrigendum

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

5.6 No Suggestions or Deviations Post Submission Deadline

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

6. Earnest Money Deposit (EMD)

6.1 EMD Amount: Bidders are required to submit an *Earnest Money Deposit (EMD) of INR 1,55,000/- (Indian Rupees One Lakh Fifty-Five Thousand Only)* along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

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

- Valid supporting documents such as Udyam Registration Certificate (for MSEs) or Startup Recognition Certificate issued by DPIIT.

Additional Terms & Conditions (ATC)

- A duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **“Form-IV”** provided in the Additional Terms and Conditions (ATC) document.

6.3 Bid Rejection in Absence of EMD/Declaration

- Bids submitted without the requisite EMD or valid exemption documents or duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **“Form-IV”** shall be summarily rejected as non-responsive.
- Submission of incorrect, expired, or manipulated exemption certificates may lead to disqualification and blacklisting as per applicable procurement rules.

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

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

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

7. Submission of Bids - Bidders are required to submit their bids in two separate parts as detailed below

- **Part I - Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical requirements and eligibility criteria as outlined in the **“Chapter - 4 of the ATC/Tender Document”**. *Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid.*
- **Part II - Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.
Both parts must be submitted in separate as specified in the e-tendering or GeM platform.

8. Evaluation Process

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

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

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

Additional Terms & Conditions (ATC)

**Chapter - 3
Earnest Money Deposit (EMD Clause)**

Earnest Money Deposit (EMD): *INR 1,55,000/- (Rupees One Lakh Fifty-Five 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/FDR/NEFT/Internet Banking in Beneficiary Name “International Centre For Automotive Technology”.

Or

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

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

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

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 1,55,000/-* 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).**

Additional Terms & Conditions (ATC)

Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSE's/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).
- The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.
- Cheque/Money Order/Cash shall not be accepted as EMD.
- A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.
- A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "**Form 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, it has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
- Does not reply to any queries that may be raised after opening of technical/financial bids.
- If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".

Additional Terms & Conditions (ATC)

Chapter - 4 Pre-Qualification & Technical Evaluation Criteria

Part - I (Pre-Qualification/Minimum Eligibility Criteria)

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

1. **Legal Valid Entity:** The bidder 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:

1. **Proprietary Firm:** A copy of the registration certificate or any relevant document that proves the establishment and legal validity of the proprietary firm.
2. **Partnership Firm:** A copy of the Partnership Deed along with the registration certificate issued by the Registrar of Firms, if applicable.
3. **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).
4. **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. **Technical Compliance and Mandatory Submission Requirements:** Bidders are required to strictly comply with the technical specifications outlined in the bid document for the supply of *"Servers with Associated Components and Accessories"*. In support of their compliance, bidders must submit:

- A duly filled and signed technical compliance checklist **"Form - XXI"** clearly indicating conformity with each of the specified technical parameters; and
- A detailed technical catalogue or datasheet of the offered product, issued by the original equipment manufacturer (OEM), substantiating the claimed specifications.

Further, it is a **mandatory requirement** that all bidders submit a **comprehensive and complete proposal** covering the entire scope of supply as specified in the tender documents. This includes providing valid offers for **all items and components** listed under the scope of work. Any proposal that is incomplete in any respect – such as omission of required technical documentation, failure to quote for any item or part thereof, or submission of partial or conditional bids shall be deemed **non-compliant** and shall be **summarily rejected** without further evaluation. Non-compliance with this clause shall render the bid **ineligible for consideration** and the Procuring Entity shall not entertain any requests for clarification, modification, or reconsideration in such cases.

3. **Prior Relevant Experience and Execution of Similar Product or Equipment Relevant Experience**

Additional Terms & Conditions (ATC)

- The bidder shall have a **minimum of three (3) years of operational experience** in the supply, installation, and commissioning of IT infrastructure, including **servers and storage hardware**, as on the date of submission of the bid.
 - The bidder shall have **successfully executed at least three (3) separate work orders** during the **preceding three (3) years**, each involving the **supply, installation, and commissioning of servers or storage hardware**, with a **minimum of five (5) units per work order**.
 - The bidder shall furnish **self-attested copies of work orders, completion certificates, or performance certificates** issued by clients, demonstrating **successful execution of the above work**, along with contact details for verification.
 - The bidder shall be **deemed ineligible** if the above experience criteria are not met. The experience claimed shall be **verifiable, relevant, and demonstrable** to the satisfaction of ICAT.
 - ICAT reserves the right to **verify the credentials, experience, and performance of the bidder** and reject any bid if the submitted information is found to be **false, misleading, or unsubstantiated**.
4. **Financial Capacity:** The bidder must have achieved an **average annual turnover of not less than INR 1 Crore** during the **last three consecutive financial years**, specifically for FY 2022-23, 2023-24, and 2024-25.
- Documentary Evidence Required: To substantiate the above, the Bidder shall submit any of the following documents as part of the Technical Bid.**
- A certificate from a Chartered Accountant (**Form XVI**), clearly certifying the annual turnover for each of the above-mentioned financial years, **or**
 - A copy of the Audited Balance Sheet and Profit & Loss Account for each of the three financial years, duly certified by a Chartered Accountant or Statutory Auditor, **or**
 - An attested certificate from a Government Department/Client confirming the turnover, provided it is backed by audited financial statements.
- Disclosures:**
- Full contact details of the Chartered Accountant or Statutory Auditor who has certified the document, including Name, Designation, Firm Name, Email ID, Contact Number.
 - The UDIN (Unique Document Identification Number), as issued by the Institute of Chartered Accountants of India (ICAI), must be clearly visible on all CA-certified documents and balance sheets.
5. **Manufacturer Authorization:** The Bidder shall furnish a valid Manufacturer Authorization Form (MAF) from the Original Equipment Manufacturer (OEM) of the proposed brand, explicitly authorizing the Bidder to supply, install, and support the offered equipment. The MAF shall be on the OEM's letterhead, duly signed by an authorized signatory, and must be current as of the date of bid submission.
6. **Mandatory OEM Certifications:** The Original Equipment Manufacturer (OEM) of the products offered under this tender shall possess the following mandatory certifications or their equivalents recognized under Indian standards. The OEM or the Bidder shall submit, along with the Technical Bid, authentic, valid, and verifiable copies of the following certifications - **Bureau of Indian Standards (BIS) Certification, Restriction of Hazardous Substances (RoHS) Compliance, ISO 9001: Quality Management System Certification, ISO 14001: Environmental Management System Certification, CE Marking, UL Certification or equivalent to Indian Standard**. Certificates that are expired, invalid, or issued by unrecognized agencies shall not be considered for evaluation. Submission of these certifications is mandatory for bid eligibility, and non-compliance shall render the bid liable for rejection.

Additional Terms & Conditions (ATC)

7. **Process Maturity Certification:** The Bidder must submit a valid Capability Maturity Model Integration (CMMI) Level 3 certificate, issued by an accredited certification body, to demonstrate adherence to standardized software development and project management processes. The certificate must remain valid at the time of bid submission.
8. **OEM Product Transparency:** All proposed server hardware features, drivers, warranty information, and technical datasheets must be publicly available and verifiable on the OEM's official website. Bidders are required to provide URLs or documentation evidencing such availability.
9. **Mandatory Buy Back Compliance:** Consideration of the Buy Back option of the existing/old servers, as specified in this tender, is a mandatory eligibility requirement. The bidder shall submit its bid only after duly factoring and explicitly incorporating the Buy Back value of the old servers in the commercial bid. Any bid not explicitly considering the Buy Back option, or containing any deviation, condition, qualification, ambiguity, or non-compliance with respect to the Buy Back of old servers, shall be treated as non-responsive and shall be rejected outright at the eligibility / technical evaluation stage, without seeking any clarification or allowing any opportunity for rectification.
10. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India. A declaration must be submitted to this effect with the tender document.
11. **Acceptance of ATC/Tender Document:** The Bidder shall submit a duly stamped and signed copy of this ATC/Tender Document, with each page signed and stamped, as a confirmation of acceptance of all terms and conditions stipulated herein. The signed ATC shall be submitted along with the Technical Bid. Non-submission of the duly signed and stamped ATC/Tender shall render the bid non-responsive and liable for rejection.
12. **Registered Office Requirement for Service and Warranty Support:** The Bidder shall have a registered office located within the Delhi/NCR region to ensure timely and effective service, maintenance, and warranty support for the products supplied under this tender. The Bidder shall furnish proof of such registered office along with the Technical Bid, in the form of registration documents, utility bills, or any other verifiable evidence acceptable to the Purchaser. Bids from Bidders not meeting this requirement shall be considered non-responsive and liable for rejection.
13. **Bidder must comply with the provision of:**
 - Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time
(https://assets-bg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf)
 - Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)
 - Department of Electronics and Information Technology vide F. No. 1(10)/2017-CLES dated 6th December 2019 and as revised from time to time.
([https://www.meity.gov.in/writereaddata/files/Public_Procurement_\(Preference_to_make_in_India\)_order_2019_for_Cyber_Security_Products.pdf](https://www.meity.gov.in/writereaddata/files/Public_Procurement_(Preference_to_make_in_India)_order_2019_for_Cyber_Security_Products.pdf))

Additional Terms & Conditions (ATC)

Part - II (Technical Bid Evaluation Parameters)

Bid Evaluation - Eligibility for Technical Assessment: The Bidder shall mandatorily comply with all the *Pre-Qualification/Minimum Eligibility Criteria* as specified in "**Chapter - 3**" of this tender document. Only those Bidders who are found to be fully compliant with the *Pre-Qualification/Minimum Eligibility Criteria*, upon detailed scrutiny of the submitted documentation, shall be considered eligible for Technical Bid Evaluation.

Any Bidder failing to meet the stipulated criteria in "**Chapter - 3**" shall be disqualified from further evaluation, and their Financial Bids shall not be opened or considered under any circumstances. The decision of the Purchaser in this regard shall be final and binding, without any obligation to provide justification or entertain representations.

Technical Bid Evaluation Parameters

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

Evaluation Parameter	Details	Marks (Marks)
Equipment Specifications	Technical Specifications/Requirements offered against the requirements spelt out in this tender	40
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)	10
Manufacturer Authorization Form (MAF)	Bidder must have Manufacturer Authorization Form (MAF) of the proposed brand	10
Bidder's Past Experience	Same/ Similar Nature Project (In the Last 3 Years before bid submission) <ul style="list-style-type: none"> • 3 Work Orders - 10 Marks • >3 up to 5 Work Orders - 15 Marks • More than 5 Work Orders - 20 Marks 	20
Bidder Financial Capability	Average Annual Turnover of 1 Crore in the past 3 FY: 2022-23, 2023-24 & 2024-25 <ul style="list-style-type: none"> • 1 Crore (Minimum) - 10 Marks • > 1 Crore up to 5 Crore - 15 Marks • More than 5 Crore - 20 Marks 	20
Total Marks		100

Evaluation Criteria and Preference Policy:

1. **Technical Evaluation Threshold - Mandatory Compliance**
 - Bidders must secure a **minimum of 50 out of 50 points** in the **Technical Specifications Evaluation** section. This is a **mandatory qualifying criterion**; failure to achieve the full technical specification score will result in **immediate disqualification**, irrespective of the total overall score.

Additional Terms & Conditions (ATC)

2. **Overall Evaluation Threshold:** To qualify for financial bid opening, bidders must obtain a minimum of **80 out of 100 points (80%)** in the overall evaluation. This includes scores from technical specifications, company credentials, past performance, and other evaluation parameters as outlined in the tender document.
3. **Preference to Local Suppliers under Public Procurement Policy**
 - ICAT reserves the right to extend **purchase preference to local suppliers** in accordance with the provisions of the **Public Procurement (Preference to Make in India), Order 2017**, issued by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, vide Order No. **P-45021/2/2017-PP (BE-II)** dated **04.06.2020**, and any subsequent amendments thereto.
 - For detailed guidelines, bidders may refer to the DPIIT policy document available at: <https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
 - Bidders seeking such preference must submit the requisite **self-declaration and certification** documents as per the DPIIT guidelines along with their Technical Bid.
4. **Purchase Preference for MSEs and Startups:** In accordance with the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and the relevant guidelines issued by the Ministry of Micro, Small and Medium Enterprises (MSME), as well as Startup India Policy.
 - **Preference as per Government Policy:** ICAT reserves the right to extend preference to Local Suppliers, Micro and Small Enterprises (MSE's), and Startups, in accordance with the applicable guidelines, circulars, and notifications issued by the Government of India, as amended from time to time. Such preference shall be accorded only upon submission of valid, relevant, and verifiable supporting documents along with the bid. Failure to provide the required documentation shall result in ineligibility for any preferential treatment.
 - **Applicability of MSE Public Procurement Policy:** In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE's) Order, 2012, as amended, the benefits under this policy shall apply exclusively to goods manufactured or services rendered by registered MSE's. Entities operating solely as traders, distributors, marketing agents, or engaged under works contracts are expressly excluded from the scope and benefits of this policy.
 - **Relaxation of Prior Turnover and Experience Requirements:** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.
 - **Purchase Preference:** If an MSE or eligible Startup bidder quotes within L1 + 15% price range and agrees to match the L1 price, the order for up to 25% of the total tendered quantity may be awarded to such MSE/Startup, as per the policy provisions.

Additional Terms & Conditions (ATC)

Chapter - 5 Bid Rejection Criteria

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

1. **Non-Compliance with Bid Security Requirements**
 - Submission of bid without the required Earnest Money Deposit (EMD), or
 - Non-submission of the Bid Security Declaration Form (**Form IV**), or
 - Non-submission of valid Udyam Registration Certificate (for MSEs) or a DPIIT recognition certificate (for Startups) along with the bid.
2. **Financial Turnover Below Threshold:** Bidders must have an average annual turnover of not less than **INR 1 Crore** during the three most recent financial years (**FY 2022-23, 2023-24, and 2024-25**). Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.
3. **Non-Submission of Statutory Registrations:** Bidders failing to submit valid copies of their GST registration certificate and Permanent Account Number (PAN) shall be deemed non-compliant.
4. **Unsatisfactory Client References:** If even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from NAB or its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.
5. **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
6. **Non-submission** of the stamped and signed ATC/Tender Document, required Forms, associated documents, or any clarifications requested by ICAT **within the prescribed timelines** shall render the Bid **non-responsive and liable for outright rejection**.
7. **Non-Submission of Required Documents / Bid Rejection:** In the event that ICAT raises any clarifications or requests for submission of additional documents on the GeM portal, the Bidder shall be required to furnish the requested documents within the stipulated timeline specified by ICAT. Failure to submit the required documents within the prescribed timeframe shall render the Bid non-responsive and liable for outright rejection. Under such circumstances, no further claims, requests, or representations shall be entertained by ICAT.
8. **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.
9. **Segregated Bidding Process and Rejection of Non-Compliant Submissions:** Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.

Additional Terms & Conditions (ATC)

10. **Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:** Failure to satisfy any single condition under the “Pre-qualification / Minimum Eligibility Criteria” section shall result in the immediate disqualification of the bid from the tender process.
11. **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.
12. **OEM Participation and Channel Partner Authorization:** A manufacturer (OEM) may authorize only one channel partner to participate in this tender, in accordance with the declaration submitted under “**Form VI - Declaration in Respect of Conflict of Interest**”. If both the OEM and its authorized channel partner submit bids under this tender, the bid submitted by the OEM shall be accorded precedence and taken forward for further evaluation. Consequently, the bid submitted by the authorized channel partner shall be summarily rejected and shall not be considered for further evaluation.
13. **Bid Rigging and Conflict of Interest:** The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:
 - **Bid Rigging:** The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.
 - **Conflict of Interest:** A Conflict of Interest exists or is reasonably deemed to exist if
 - The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.
 - The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.
 - The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.
 - **Declaration of Integrity:** All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.
14. **Declaration of Integrity:** All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.
15. **Purchaser’s Rights:** The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.

Additional Terms & Conditions (ATC)

Chapter - 6

General Terms & Conditions

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a complete quotation strictly in accordance with the technical specifications detailed in the tender document. The bid must be accompanied by full technical documentation, including:

- Brand Name and Model of the Product,
- Detailed Specifications,
- Original technical literature and product brochures clearly highlighting compliance with the tendered specifications.

Additionally, a Statement of Compliance, prepared in the format prescribed under the Technical Specification section, shall be submitted for each line item. This Statement must be supported by verifiable and authentic documentation. All pages of the bid submission, including any amendments or corrections, must be duly signed and stamped by the authorized signatory of the bidding entity. Non-compliance with these requirements may lead to outright rejection of the bid at the discretion of the purchaser.

2. **Product Availability and Support:** The products quoted must not be categorized as End-of-Life (EOL) or End-of-Sale (EOS) as on the date of bid submission. The bidder shall submit a self-declaration confirming the availability and continued support of the quoted products. In the event the quoted model is withdrawn, discontinued, or becomes unsupported prior to delivery, the bidder shall, at no additional cost to ICAT, supply a functionally equivalent or superior product meeting or exceeding the original specifications. The replacement product must be of equal or better quality and functionality, ensuring no disruption to ICAT's operational requirements.
3. **Delivery and Completion of Work:** The Bidder shall complete all activities including supply, delivery, installation, configuration, commissioning, and acceptance **of the equipment, along with submission of all associated documents and certifications**, within **sixty (60) days** from the date of award of contract on the GeM portal or issuance of ICAT Purchase/Work Order, whichever is earlier. Time is the essence of this contract, and delays beyond the stipulated period without prior written approval from ICAT shall render the Bidder liable to penalties as per the terms of the contract and may also constitute a ground for termination of the contract at the discretion of ICAT, without prejudice to any other rights or remedies available under law. All deliveries and installations shall be carried out during working hours on ICAT premises, adhering to all applicable safety, security, and regulatory protocols.
4. **Comprehensive Warranty:** The Bidder shall provide a comprehensive warranty for a period of three (3) years, commencing from the date of final acceptance of the equipment by ICAT. The comprehensive warranty shall cover all hardware, software, and license components, including but not limited to repair, replacement, reconfiguration, and troubleshooting of defective components or the entire system, without any additional cost to ICAT. During the warranty period, the Bidder shall provide
 - **On-site and remote technical support** to ensure uninterrupted and optimal performance of the system.
 - **Regular preventive maintenance and health checks.**
 - **Firmware, BIOS, drivers, and software updates/upgrades**, on a quarterly basis or as required, to maintain system performance, compatibility, and security compliance.
 - **Timely resolution of all faults and failures**, ensuring minimum system downtime in accordance with ICAT-prescribed service levels.

Additional Terms & Conditions (ATC)

All costs related to **maintenance, repair, replacement, reconfiguration, logistics, manpower, and incidentals** during the warranty period shall be **borne entirely by the Bidder**, and no additional payment shall be admissible on this account.

Failure of the Bidder to provide the required warranty services in accordance with these terms shall constitute **breach of contract**, and ICAT reserves the right to invoke **penalties, withholding of payments, or termination of the contract**, without prejudice to any other rights or remedies available under law.

5. Payment Terms

5.1 Payment Schedule:

- **Sixty percent (60%) of the contract value** shall be released within **fifteen (15) days** from the date of **receipt of defect-free materials** at ICAT and **inspection/verification of the equipment** by the ICAT Representative at the designated site.
- The **balance forty percent (40%) of the contract value** shall be released **only after successful completion of installation, testing, commissioning, and final acceptance** of the equipment by ICAT.

5.2 Performance Bank Guarantee (PBG):

- The successful Bidder shall submit a Performance Bank Guarantee (PBG) equivalent to three percent (3%) of the total contract value, valid for a period of three (3) years from the date of final acceptance of the equipment.
- In the event the Bidder fails to submit the PBG, ICAT reserves the right to deduct an amount equivalent to 3% of the total contract value from the balance payment due to the Bidder. Such amount shall be retained by ICAT without interest and shall be returned after successful completion of the warranty period.

5.3 General Conditions:

- All payments shall be made subject to submission of requisite invoices, documents, and certifications, in accordance with the contract
- No additional payment shall be admissible for any taxes, duties, transportation, installation, commissioning, or incidental costs, unless explicitly provided in the contract.
- ICAT reserves the right to withhold payments in case of defective supply, incomplete installation, or non-compliance with the contract terms, without prejudice to any other rights or remedies available under the contract.

6. Liquidity Damages / Liquidated Damages

- 6.1 **Delay in Completion:** The Bidder shall complete **all obligations under this contract**, including supply, delivery, installation, configuration, testing, commissioning, and acceptance of the equipment, **within sixty (60) days** from the date of award of the contract on the GeM portal or issuance of ICAT Purchase/Work Order, whichever is earlier.
- 6.2 **Liquidated Damages:** In the event the Bidder fails to complete the contract obligations within the stipulated period, ICAT shall be entitled to recover liquidated damages at the rate of 0.5% of the total contract value per week of delay or part thereof.
- 6.3 **Maximum Cap:** The total liquidated damages recoverable under this clause shall not exceed ten percent (10%) of the total contract value.
- 6.4 **Recovery and Set Off:** ICAT shall be entitled to deduct the liquidated damages from any payments due to the Bidder, including pending invoices or the Performance Bank Guarantee, without prejudice to any other rights or remedies available under the contract or law.
- 6.5 **Exclusions:** Delays caused by reasons solely attributable to ICAT or due to force majeure events as defined in the contract shall not be subject to liquidated damages, provided the Bidder submits adequate supporting evidence and receives written approval from ICAT for extension of time.

Additional Terms & Conditions (ATC)

7. **Performance Bank Guarantee (PBG):** The successful Bidder shall furnish a Performance Bank Guarantee (PBG) in the format prescribed by ICAT, issued by a scheduled commercial bank in India having a branch in the Delhi/NCR region, for an amount equivalent to *three percent (3%) of the total Contract Value*. The PBG shall be submitted in physical form to ICAT within fifteen (15) calendar days from the date of issuance of the Purchase Order or GeM Contract, whichever is earlier, and shall be unconditional, irrevocable, and enforceable on demand. The PBG shall remain valid for a period of *thirty-six (36) months* from the date of successful delivery and final acceptance of the equipment by ICAT and shall include a provision to lodge claims for *sixty (60) calendar days* beyond the expiry of the warranty period. Non-submission of the PBG within the stipulated timeframe shall constitute a material breach of the Contract, and may result in cancellation of the Purchase Order, deduction of an amount equivalent to three percent of the total Contract Value from the final invoice, forfeiture of the Earnest Money Deposit (EMD), if applicable, or invocation of any other rights or remedies available to ICAT under the Contract or law. The PBG shall be released only upon full and satisfactory compliance by the Bidder with all terms and conditions of the Contract, including resolution of any pending issues arising during the warranty period. ICAT reserves the right to invoke the PBG in whole or in part in the event of any default, delay, non-performance, or failure to meet contractual obligations, without prejudice to any other rights or remedies available under the Contract or applicable law.
8. **Retention in Lieu of Non-Submission of Performance Bank Guarantee:** Should the successful bidder fail to furnish the required Performance Bank Guarantee (PBG) within the prescribed timeframe, ICAT reserves the right to withhold an amount equal to *three percent (3%) of the total contract value from the bidder's final invoice*. Such withheld amount shall be retained by ICAT as a security in lieu of the PBG, without any accrual of interest. The retention amount shall be released to the bidder solely upon the successful completion of the warranty period and upon the full and satisfactory fulfilment of all contractual obligations, including the resolution of any outstanding issues.
9. **Assignment and Sub-Contracting**
 - The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
 - The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
 - Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
 - Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.
10. **Delivery Instructions:** The successful bidder shall deliver the *Equipment and All Associated Components and Accessories* to the designated ICAT site as specified in the Purchase Order. Delivery should be done strictly in accordance with the terms and timelines stipulated in the

Additional Terms & Conditions (ATC)

contract. The bidder shall ensure that all equipment is securely packed, clearly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all necessary documentation, including but not limited to, original invoices, packing lists, user manuals, warranty certificates, and any required customs or regulatory paperwork. Upon arrival at the delivery location, the bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented in the presence of both parties and promptly addressed by the bidder. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT. Failure to comply with these delivery instructions may result in withholding of payments, imposition of liquidated damages, or other remedies as provided under the contract.

11. ICAT's Rights

- **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the *Equipment and All Associated Components and Accessories* at any stage during manufacturing, pre-delivery, installation, commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual terms, and applicable standards.
- **Right to Reject:** ICAT shall have the right to reject any equipment, parts, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual obligations without prejudice to its rights under the contract. Rejected goods or services shall be replaced or rectified by the Successful Bidder at no additional cost to ICAT within the stipulated time frame.
- **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment or services at any point during the contract period to ensure alignment with its operational requirements and safety standards.
- **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, and certifications related to the *Equipment* supplied under this contract.
- **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
- **Right to Final Acceptance:** The final acceptance of the *Equipment and All Associated Components and Accessories* shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements as determined by ICAT's authorized representatives.

12. **Equipment Insurance Instruction:** The bidder shall be solely responsible for insuring the goods during transit. The *Equipment and All Associated Components and Accessories* must be covered under a comprehensive transit insurance policy for 100% of the value of the goods and should be valid until successful delivery and formal acceptance by ICAT. The insurance shall cover all risks including, but not limited to, damage, theft, loss, fire, or any other unforeseen incident during transportation. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT.

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

Additional Terms & Conditions (ATC)

14. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
15. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
16. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
17. **Offer Validity:** Offers should be valid for a minimum of *One Hundred Eighty (180) Days* from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
18. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
19. 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.
20. Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period.
21. **Corrigenda to the tender document:** Before the deadline for submitting bids, the Buyer may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigenda shall be published in the same manner as the original Tender Document through GeM portal. Without any liability or obligation, the Portal may send intimation of such corrigenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the portal for any corrigenda. Bidders are therefore requested to regularly visit GeM portal for updates. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, the Buyer may suitably extend the deadline for the bid submission, as necessary. After the Buyer makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
22. This Enquiry is a two-part tender. Against *Part - I bid*, bidders must submit only documents required against "*Technical Specifications, Pre-Qualification & Technical Evaluation Criteria - Chapter - 4 and ATC*". Bidders must not divulge price of tendered item in technical bid. Violation

Additional Terms & Conditions (ATC)

of the same may lead to rejection of the bid. Bidders must quote prices in *Part - II bid (price bid) only*.

23. **Eligibility Criteria:** Subject to provisions in the Tender Document as per enclosed *“Technical Specifications and Pre-Qualification & Technical Evaluation Criteria - Chapter - 4”* of the tendered item, participation in this Tender Process is open to all bidders who fulfil the ‘Qualification’ criteria Bidders are required to submit all documents as per the Pre-Qualification & Technical Evaluation Criteria along with Part 1 bid, to ensure the eligibility of their offer. Failure to submit any of the certificates/documents specified in the Bid Document or any subsequent Corrigendum to the tender, within the stipulated time, can result in rejection of the offer.
24. **Submission of Modifications, Deviations or Improvements to the Conditions of Contract**
- i. **Permissibility and Stage of Submission:** Bidders may, only up to and including the Pre-Bid Meeting stage, propose deviations, modifications, or improvements to the Conditions of Contract, if considered necessary. Such proposals shall be limited in scope, shall be fully justified, and shall be directly relevant to the scope, objectives, and deliverables of the Tender, and demonstrably in the best interest of the International Centre for Automotive Technology (ICAT). Under no circumstances shall any proposed deviation, modification, or improvement alter the fundamental nature, scope, technical requirements, commercial framework, or objectives of this Tender.
 - ii. **Manner, Format, and Deadline for Submission:** All proposed deviations, modifications, or improvements shall be submitted strictly in the prescribed format, namely *“Form XII - Deviations or Modifications Suggested”* and shall be uploaded through the Government e-Marketplace (GeM) portal or submitted to the designated email address(es) as specified in the Tender Document. Any proposal submitted after the Pre-Bid Meeting, or after the stipulated deadline, shall not be accepted, considered, or entertained under any circumstances and shall be summarily disregarded.
 - iii. **Declaration of No Deviation:** Bidders who do not intend to propose any deviations, modifications, or improvements shall submit an explicit declaration to that effect by indicating *“No Deviation Suggested” in Form XI. Failure to submit either Form XI or Form XII* within the prescribed time shall be deemed to constitute the Bidder’s unconditional, irrevocable, and unqualified acceptance of all terms, conditions, and provisions of the Tender Document, without any exception, reservation, or qualification whatsoever.
 - iv. **Finality and Prohibition of Post Pre-Bid Deviations:** No deviations, modifications, clarifications, conditional terms, or alternative proposals shall be accepted after the Pre-Bid Meeting, at the time of bid submission, or at any subsequent stage of the tender process. Any bid containing conditional terms, unauthorized deviations, late submissions, or non-compliant proposals shall be liable to rejection outright, without any obligation on ICAT to seek clarifications, conduct correspondence, or provide any opportunity for rectification.
 - v. **Discretion of ICAT:** ICAT reserves the sole, absolute, and unfettered discretion to accept or reject, in whole or in part, any deviation, modification, or improvement proposed within the permitted timeframe. Acceptance of any such proposal, if considered appropriate, shall be communicated only through a formal corrigendum issued to the Tender Document. ICAT may, at its discretion, revise the bid submission schedule to enable prospective bidders to respond to such corrigendum.
The decision of ICAT in this regard shall be final, conclusive, and binding on all Bidders.
25. **Unsatisfactory Performance:** The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability, quality, and performance of any component(s),

Additional Terms & Conditions (ATC)

subsystem(s), or complete system(s) supplied under this contract, whether during the pre-dispatch, inspection, testing, installation, commissioning, or post-commissioning phases.

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

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

26. **Termination of Contract:** If the performance of the successful bidder (*hereinafter referred to as the "Supplier"*) is found to be unsatisfactory – whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations – ICAT shall issue a written notice to the Supplier, treating the same as a formal warning.

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

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

Upon termination:

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

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

27. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.

28. **Intellectual Property Rights (IPR)**

- **Ownership of Existing Intellectual Property:** All Intellectual Property Rights in the equipment, including patents, designs, trademarks and proprietary technologies, shall remain vested with the Original Equipment Manufacturer (OEM) or the Bidder, as applicable.
- **Right to Use Equipment and Documents:** ICAT shall have the unrestricted right to use the equipment supplied under the Contract for official purposes. The operation, maintenance and user manuals supplied along with the equipment may be copied, stored and shared internally by ICAT for training, operation and maintenance purposes.
- **Embedded Software/Firmware (if any):** Where the equipment includes embedded software or firmware, ICAT shall have a perpetual, royalty-free and non-exclusive license to use the same

Additional Terms & Conditions (ATC)

- solely for the operation, maintenance and servicing of the equipment. No separate license fee shall be payable.
- **Non-Infringement Assurance:** The Bidder shall ensure that the supply, installation and use of the equipment by ICAT do not infringe any Intellectual Property Rights of any third party.
 - **Indemnity:** The Bidder shall indemnify and hold harmless ICAT from and against any loss, claim, demand, cost or expense arising out of any alleged or actual infringement of Intellectual Property Rights in relation to the supplied equipment.
 - **Use of ICAT Name and Logo:** The Bidder shall not use the name, logo, emblem or any official identification of ICAT for publicity, advertisement or commercial purposes without prior written approval of ICAT.
 - **Survival:** The provisions of this clause shall survive the completion, expiry or termination of the Contract.
29. **Indemnity:** The Successful Bidder/Vendor shall defend, indemnify and hold harmless ICAT, its officers, employees and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, suits, proceedings, judgments, liens, awards, damages, losses, costs and expenses, including costs of litigation and legal fees, to the extent such claims arise out of or are attributable to
- Any infringement or alleged infringement of Intellectual Property Rights, including patents, copyrights, trademarks or designs.
 - Any wrongful use or unauthorized disclosure of trade secrets or confidential information; or
 - Any act, omission or negligence on the part of the Successful Bidder/Vendor or its personnel, in connection with the performance of the Contract or the supply, installation, use or operation of the goods and/or services provided thereunder.
30. **Dispute Resolution (Arbitration):** In the event of any dispute or difference arising between the International Centre for Automotive Technology (ICAT) and the Contractor/Supplier in connection with or arising out of this Contract, including any matter relating to the interpretation or performance of its terms, the parties shall endeavor to resolve such disputes amicably through mutual discussion and consultation.
- If the dispute remains unresolved after thirty (30) days of such mutual discussions, the matter shall, subject to the provisions herein, be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and any amendments thereto.
- Subject to the guidelines issued by the *Department of Expenditure, Ministry of Finance, vide OM No. F.1/2024-PPD dated 03.06.2024*, arbitration shall be an available method of dispute resolution only where the value of the dispute is less than ₹10 crores (*Rupees Ten Crore*). This threshold refers to the value of the dispute and not the overall value of the contract. For disputes where the value exceeds ₹10 crores, the parties shall resolve the matter through appropriate judicial forums and arbitration shall not be applicable. Where arbitration is permissible, a Sole Arbitrator shall be appointed by the Director (ICAT), with the mutual concurrence of both parties. The decision of the Sole Arbitrator shall be final and binding on both parties.
- The arbitration proceedings shall be conducted in the English language, and the venue of arbitration shall be Gurugram, Haryana. The parties agree that they shall not approach any court of law for the resolution of disputes unless the arbitration mechanism provided herein is exhausted, where applicable.
- Subject to the above, the courts at Gurugram, Haryana, shall have exclusive jurisdiction over all matters arising under this contract.
31. Law of the Republic of India are applicable to this tender.
32. **Force Majeure:** For the purpose of this Contract, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party (the Successful Bidder or ICAT) which

Additional Terms & Conditions (ATC)

was not reasonably foreseeable, or which, with the exercise of due diligence, could not have been foreseen or prevented, and which materially and adversely affects the performance of obligations under this Contract.

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

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

Obligations during Force Majeure: The party affected by a Force Majeure event shall, within **Seven (7) calendar days** of the occurrence of such event, **notify the other party in writing**, providing sufficient details and evidence of the Force Majeure circumstances and its anticipated impact on the performance of contractual obligations.

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

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

If the period of delay due to Force Majeure extends beyond **sixty (60) days**, either party shall have the right to **terminate the contract** by giving **fifteen (15) days' written notice**, without any financial repercussion or liability on either side, subject to settlement of dues already accrued prior to such termination.

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

33. **Conflict of Interest:** The bidder must not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. All bidders are required to submit the declaration regarding conflict of interest in the format enclosed at **Form - VI of ATC**, signed by the authorized signatory of the bidder.
34. **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.

Additional Terms & Conditions (ATC)

- **“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.
35. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
36. **Integrity Clause**
- **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
 - **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
 - **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.
 - **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
 - **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.
 - **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.
37. **Purchase Preference Policies of the Government:** Unless otherwise stipulated in the Tender, the Buyer reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives.
- i. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
 - ii. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
 - iii. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or

Additional Terms & Conditions (ATC)

- iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document
38. **Local Content Declaration (as per PPP-MII order from DPIIT, Govt of India, Ministry of Commerce):** This tender is governed by extant PPP-MII order dated 19.07.24 and subsequent revisions (if any), issued by DPIIT, Government of India. Hence, all bidders must submit a certificate stating following details (*Proforma for MII certificate has been attached vide Form - XVIII*):
- Percentage of local content in offered products
 - Place (s) of value addition in India
- Note:**
- For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT.
 - Eligibility: only class I and class II local supplier as per extant PPP-MII order dated 19.07.24 are eligible to bid for the tender.
 - In case the tender value is more than **INR 10 Crores**, the suppliers (bidders) shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - Non-submission of the same shall render the bid ineligible for further consideration.
39. **Declaration regarding MSE status of the bidder:** In case the Bidder is an MSE, they must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. Proforma has been attached in "*Form - XIX*". If the bidder does not furnish the required details in the tender, offer shall be processed by construing that the bidder is not falling under MSE category.
40. **Support to Start ups:** The Startup should be registered with DPIIT and produce documentary evidence for the same. The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).
- Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.
- Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. Please be guided by the tender document.
41. **Compliance to Restrictions under Rule 144 (xi) of GFR 2017:** OM dad. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India provides guidelines in terms of dealing with Bidders representing Countries sharing land border with India. Undertaking at "*Form - XVII*" to be provided.

Additional Terms & Conditions (ATC)

Form "I"

Performa for Performance Bank Guarantee

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

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

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

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

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

Additional Terms & Conditions (ATC)

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

Form "II"

Bidder Information 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	
6	9 Digit MICR Code of the Branch	
	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,	

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Server

Additional Terms & Conditions (ATC)

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

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

Reference: Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana), "ICAT/GeM/IT-SRVR/2025-26/431".

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

Additional Terms & Conditions (ATC)

Form "V"

Earnest Money Deposit

(To be executed on the Letter Head of the Bidder)

Date: _____

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

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)

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

Tender No. ICAT/GeM/IT-SRVR/2025-26/431

Tender Detail: Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana).

Sl. 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)			
	SI No.	Full Name	DIN	Full Residential Address
	1			
	2			
	3			
	4			
5				

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

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

Additional Terms & Conditions (ATC)

<p>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.</p>	
---	--

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

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

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

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

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

- a) they have proprietor/partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationships with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

Additional Terms & Conditions (ATC)

- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- h) In case of a holding company that has more than one independent manufacturing unit or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VII"
OEM Authorization Certificate (MAF)

Date:

Reference: ICAT/GeM/IT-SRVR/2025-26/431

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

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

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

Subject: OEM Authorization Certificate for Participation in Tender for Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana).

Dear Sir/Madam,

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

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

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

We confirm that:

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

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

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

Yours sincerely,

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

Authorized Signatory (Seal & Signature): _____

Name: [Full Name]

Designation: [Official Title], **Date:** [Insert Date], **Place:** [Insert Place]

Additional Terms & Conditions (ATC)

Form "VIII"

Declaration and Undertaking from Original Equipment Manufacturer (OEM)

(To be submitted Original on the OEM Letter Head)

Date: _____

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

Sub: Undertaking by *Original Equipment Manufacturer* against "*Tender No. ICAT/GeM/IT-SRV/2025-26/431 for Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana)*".

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

We hereby confirm the following points.

1. Parts supplied by us are certified and compatible with the solution offered.
2. Parts supplied and available are not declared as End-Of-Life/ EOS for next **5 Years** from the date of acceptance. After installation, if such parts are found End-Of-Life, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the "*International Centre For Automotive Technology (ICAT)*" during the warranty period i.e., **3 Years (36 Months)**.

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

For M/s _____ (Name of the manufacturer)

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

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

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Server

Additional Terms & Conditions (ATC)

**Form "X"
Undertaking**

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your *Tender/ATC Document No. ICAT/GeM/IT-SRVR/2025-26/431* as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Servers

Additional Terms & Conditions (ATC)

Form "XI"
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.

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Server

Additional Terms & Conditions (ATC)

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

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

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

Note: Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Chapter - 1** or any conditions expressed in **Chapter - 6**

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Server

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 supply and installation, without obtaining prior written consent from the buyer. We understand that failure to seek approval for subcontracting may result in disqualification from the bidding process.

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Procurement of New Servers with Buy Back Option along with Migration of Data from Old to New Server

Additional Terms & Conditions (ATC)

Form "XIV"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India managed by the Bidder during the last 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.)	Contract Value (INR)	Duration of contract	
			Order Received Date	Project Completion Date
1.				
2.				
3.				
4.				
5.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

Additional Terms & Conditions (ATC)

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

Date _____

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

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

Additional Terms & Conditions (ATC)

Form "XVI"

Format for Annual Turnover

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

Ref: Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana), "ICAT/GeM/IT-SRVR/2025-26/431"

Annual Turnover Declaration

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

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

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

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

Additional Terms & Conditions (ATC)

Form "XVII"

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

(To be submitted on Applicant's Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in ICAT tender *ATC Document No. ICAT/GeM/IT-SRVR/2025-26/431*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

Additional Terms & Conditions (ATC)

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

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

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

Ref: NIT/GeM Document No: ICAT/GeM/IT-SRVR/2025-26/431, Description of Item(s): Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana).

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of%.

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 and we qualify as Class -..... (Class-I/ Class-II/Non-Local supplier - as applicable) local supplier.

We further confirm that details of location at which the local value addition is made is at
..... (Bidder's / OEM's Manufacturing works)

Country of Origin from OEM:

(For items sold by bidder as reseller, OEM certificate for Country of Origin to be submitted.)

We confirm the following for the current tender:

1. Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA). That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 3(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.
2. For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
3. We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Additional Terms & Conditions (ATC)

4. We understand that we have to give a self-certification regarding local content wherever the tender value is up to Rs 10 crores. In case the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both cases, the certification has to be provided by us during bid submission.
5. We also understand that false declaration will be in breach of Code of Integrity under the rule 175(1)(i)(h) of the General Finance Rules for which the bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under the law.
6. That in case we are the successful bidder and the contract value of the order awarded to us is more than Rs 10 crores, we will provide local content certification duly certified by cost/ chartered accountant in practice during execution of the contract. That a penalty up to 10% of the contract value may be imposed on us during execution, in case we do not meet the stipulated local content during the execution of the contract. We are also aware that the contract awarded to us will not be terminated on this account.
7. We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be ground for penal action and for taking further action in accordance with law and as per extant guidelines.

Additional Terms & Conditions (ATC)

Form "XIX"
Declaration to be provided by MSE bidder
(to be submitted by Bidder on its company's letterhead)

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

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

Ref: NIT/GeM Document No: ICAT/GeM/IT-SRVR/2025-26/431, Description of Item(s): Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana).

With reference to above GeM bid, we M/s (Bidder's Name) confirm/declare the following:

1. Our MSE Category:
2. Details of the MSE category are as under: We furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with our techno-commercial offer.

Udyam No	Type Under MSE	SC/ST Owned	Women Owned	Others (Excluding SC/ST & Women Owned)
	Micro			
	Small			

Thanking You,

Yours Faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be ground for penal action and for taking further action in accordance with law and as per extant guidelines.

Additional Terms & Conditions (ATC)

Form "XX"
Price Reasonability Declaration Letter
(On Bidder Letter Head)

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

Subject: Supply, Installation, Testing and Commissioning of New Servers with Buy Back Option along with Migration of Data from Old to New Server at ICAT Centre-1, Manesar (Haryana).

Reference: ICAT/GeM/IT-SRVR/2025-26/431

Dear Sir/Madam,

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

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

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

Thanking you,
Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____

Additional Terms & Conditions (ATC)

**Form “XXI”
Technical Compliance Checklist**

Server – 1: 2U Rack Server with 4TB NVME Usable (Technical Compliance Checklist)

Parameters	Description	Compliance	Remark
Processor	The system shall be equipped with a dual-socket configuration utilizing high-density server processors.		
	Processor Type: 2 × Intel® Xeon® Scalable (4th Gen or higher) 32 core Each		
	Minimum Frequency: Base 2.4 GHz. and minimum Turbo frequency support 4.1 GHz.		
Memory & Storage	System Memory: 256 GB Total (16 x 16 GB modules).		
	Type: DDR5 ECC Registered Memory.		
	Memory Slots: Minimum 32 x DIMM slots for future scalability (supporting minimum 2TB).		
	Minimum Drive Bays: 16 x 2.5-inch U.2 NVMe hot-swappable drive trays Bays.		
	RAID 0,1,5, & 6 should be supported.		
	Storage: 04 TB usable NVMe		
	Interface: PCIe Gen4 or latest		
	Minimum Drive Endurance: 1 DWPD (Drive Writes Per Day).		
Expansion & GPU Support	The server must support high-density parallel computing and modular networking.		
	GPU Slots: 2 x FHFL (Full-Height Full-Length) PCIe slots dedicated for high-performance GPU integration of x16.		
	PCIe Expansion: 2 x additional PCIe slots for auxiliary cards of x16.		
	OCP Slot: 2 x OCP 3.0 Mezzanine slot of x16.		
Networking & Connectivity	Network Adapter: Dual Port 10 Gb/s Ethernet OCP Network Adapter (SFP28).		
	Cabling: 2 x 10GbE SFP28 Passive Copper Cables (3-meter length minimum).		
	Transceivers: 2 x 10GbE SFP28 Optical Transceivers (LC connector, 850nm wavelength, multi-Mode).		
	Console & Peripherals: 1 x RJ45 Serial port (COM).		
	1 x DB15 VGA port / HDMI, 2 x USB		

Additional Terms & Conditions (ATC)

	3.2 Gen1 ports		
	Management: 1 x Dedicated RJ45 1GbE port for BMC/Remote Management and 1 Dedicated system management port.		
Chassis, Power & Cooling	Form Factor: 2U Rackmount (Maximum rack size).		
	Power Supply: 2 x Redundant Hot-swap Power Supply Units (PSU).		
	Cooling: 2 x Redundant Fan Modules with intelligent speed control.		
	Accessories:		
	1 x 2U Front Security Cover. 1 x Tool-less Rackmount Rail Kit.		
Additional Features	Remote Management: Full BMC (Baseboard Management Controller) and IPMI support for out-of-band management in data centres or edge locations.		
	Support for simultaneous multi-threading (SMT) to allow multiple threads per physical core		
	Minimum 1 integrated accelerator for high-performance data movement and memory-to-memory copies.		
	Support for advanced error handling and "Run Sure" equivalent availability features to maintain system uptime during memory errors.		
	The processor architecture must support software-defined activation models for enabling additional integrated features as required.		
	Support for hardware-level transactional synchronization to optimize lock-protected data structures.		
	Advanced hardware-level virtualization support for CPU, I/O, and memory (including Extended Page Tables).		
	Support for hardware-isolated enclaves with a minimum protected memory (EPC) capacity of 512 GB.		
	Hardware-level enforcement to prevent return-oriented programming (ROP) and jump-oriented programming (JOP) attacks.		
	Ability to designate and prioritize specific CPU cores for high-performance workloads (Power/Frequency steering).		

Additional Terms & Conditions (ATC)

	Hardware-level monitoring and allocation of shared resources (cache and memory bandwidth) to ensure Quality of Service (QoS) between virtual machines or containers.		
	Support for configurable performance profiles, allowing software-defined control over base frequencies and turbo frequencies.		
	64-bit architecture supporting industry-standard extensions including SSE4.2, AVX, AVX2, and AVX-512.		
	Minimum 2 dedicated hardware instances for bulk encryption, decryption, and data compression.		
	Integrated hardware support for advanced matrix extensions (AMX) and at least two AVX-512 Fused Multiply-Add (FMA) units.		
Certifications	The OEM should be certified, should be fully compatible with Microsoft Server editions and should be listed on Microsoft certified server catalogue.		
	The OEM should be certified by at least 1 Hypervisor OEM and should be listed on OEM site.		
Microsoft OS	Microsoft server OS 2025 for the proposed number of Cores.		
Server Hardware and OS must support	<p>Basis Key Features & Enhancements- AI & Performance: Built for AI-ready computing, faster storage, and improved Active Directory performance</p> <p>Hybrid Cloud: Seamless integration with Azure Arc for cloud innovations on-premises.</p> <p>Security: Cryptographic agility in Kerberos, enhanced file server security, and forward-looking security.</p> <p>Virtualization: Scalable Hyper-V with support for massive VMs and GPU partitioning</p> <p>Containers: Reduced container size and better portability.</p> <p>Identity: Scalable Active Directory Domain Service</p>		
Warranty and Support	Onsite 3-year warranty.		

Additional Terms & Conditions (ATC)

Server – 2: 2U Rack Server with 10TB NVME Usable (Technical Compliance Checklist)

Parameters	Description	Compliance	Remark
Processor	The system shall be equipped with a dual-socket configuration utilizing high-density server processors.		
	Processor Type: 2 × Intel® Xeon® Scalable (4th Gen or higher) 32 core Each		
	Minimum Frequency: Base 2.4 GHz. and minimum Turbo frequency support 4.1 GHz.		
Memory & Storage	System Memory: 256 GB Total (16 x 16 GB modules).		
	Type: DDR5 ECC Registered Memory.		
	Memory Slots: Minimum 32 x DIMM slots for future scalability (supporting minimum 2TB).		
	Minimum Drive Bays: 16 x 2.5-inch U.2 NVMe hot-swappable drive trays Bays.		
	RAID 0,1,5, & 6 should be supported.		
	Storage: 10 TB usable NVMe Interface: PCIe Gen4 or latest		
Expansion & GPU Support	The server must support high-density parallel computing and modular networking.		
	GPU Slots: 2 x FHFL (Full-Height Full-Length) PCIe slots dedicated for high-performance GPU integration of x16.		
	PCIe Expansion: 2 x additional PCIe slots for auxiliary cards of x16.		
	OCP Slot: 2 x OCP 3.0 Mezzanine slot of x16.		
Networking & Connectivity	Network Adapter: Dual-Port 10 Gb/s Ethernet OCP Network Adapter (SFP28).		
	Cabling: 2 x 10GbE SFP28 Passive Copper Cables (3-meter length minimum).		
	Transceivers: 2 x 10GbE SFP28 Optical Transceivers (LC connector, 850nm wavelength, multi-mode).		
	Console & Peripherals: 1 x RJ45 Serial port (COM). 1 x DB15 VGA port / HDMI, 2 x USB 3.2 Gen1 ports		
	Management: 1 x Dedicated RJ45 1GbE port for BMC/Remote Management and 1 Dedicated system management port.		
	Chassis, Power &	Form Factor: 2U Rackmount	

Additional Terms & Conditions (ATC)

Cooling	(Maximum rack size).		
	Power Supply: 2 x Redundant Hot-swap Power Supply Units (PSU).		
	Cooling: 2 x Redundant Fan Modules with intelligent speed control.		
	Accessories:		
	1 x 2U Front Security Cover.		
	1 x Tool-less Rackmount Rail Kit.		
Additional Features	Remote Management: Full BMC (Baseboard Management Controller) and IPMI support for out-of-band management in data centers or edge locations.		
	Support for simultaneous multi-threading (SMT) to allow multiple threads per physical core		
	Minimum 1 integrated accelerator for high-performance data movement and memory-to-memory copies.		
	Support for advanced error handling and "Run Sure" equivalent availability features to maintain system uptime during memory errors.		
	The processor architecture must support software-defined activation models for enabling additional integrated features as required.		
	Support for hardware-level transactional synchronization to optimize lock-protected data structures.		
	Advanced hardware-level virtualization support for CPU, I/O, and memory (including Extended Page Tables).		
	Support for hardware-isolated enclaves with a minimum protected memory (EPC) capacity of 512 GB.		
	Hardware-level enforcement to prevent return-oriented programming (ROP) and jump-oriented programming (JOP) attacks.		
	Ability to designate and prioritize specific CPU cores for high-performance workloads (Power/Frequency steering).		
	Hardware-level monitoring and allocation of shared resources (cache and memory bandwidth) to ensure Quality of Service (QoS) between virtual machines or containers.		
Support for configurable performance profiles, allowing software-defined			

Additional Terms & Conditions (ATC)

	control over base frequencies and turbo frequencies.		
	64-bit architecture supporting industry-standard extensions including SSE4.2, AVX, AVX2, and AVX-512.		
	Minimum 2 dedicated hardware instances for bulk encryption, decryption, and data compression.		
	Integrated hardware support for advanced matrix extensions (AMX) and at least two AVX-512 Fused Multiply-Add (FMA) units.		
Certifications	The OEM should be certified, should be fully compatible with Microsoft Server editions and should be listed on Microsoft certified server catalogue.		
	The OEM should be certified by at least 1 Hypervisor OEM and should be listed on OEM site.		
Microsoft OS	Microsoft server OS 2025 for the proposed number of Cores.		
Server Hardware and OS must support	<p>Compatible with SQL / Oracle (Basis Key Features & Enhancements- AI & Performance: Built for AI-ready computing, faster storage, and improved Active Directory performance Hybrid Cloud: Seamless integration with Azure Arc for cloud innovations on-premises. Security: Cryptographic agility in Kerberos, enhanced file server security, and forward-looking security. Virtualization: Scalable Hyper-V with support for massive VMs and GPU partitioning Containers: Reduced container size and better portability. Identity: Scalable Active Directory Domain Service</p>		
Warranty and Support	Onsite 3-year warranty.		

Additional Terms & Conditions (ATC)

Migration Activity (Technical Compliance Checklist)

Parameters	Description	Compliance	Remark
2U Rack Server with 4TB NVME usable (Server Hardware 1) VM - 1 (ADC)	<p>The Successful Bidder Shall: -</p> <ul style="list-style-type: none"> ➤ Install and configure the operating system on the new ADC hardware. ➤ Join the new server to the existing domain. Configure the server as an Additional Domain Controller. ➤ Ensure Active Directory replication between DC and ADC is functioning correctly. ➤ Validate redundancy, failover, and load balancing for authentication services. Safely demote and decommission the existing ADC server post-validation. 		
2U Rack Server with 4TB NVME usable (Server Hardware 1) VM - 2 (AD Connect)	<p>The Successful Bidder Shall: -</p> <ul style="list-style-type: none"> ➤ Install and configure the AD Connect server on new hardware. ➤ Migrate or reconfigure Azure AD Connect (or equivalent) settings, including Synchronization rules, Password hash synchronization / pass-through authentication (as applicable), OU filtering and user scope. ➤ Perform synchronization testing between on-prem Active Directory and cloud directory services. ➤ Ensure no disruption to user authentication or cloud services. ➤ Decommission the existing AD Connect server after successful validation. 		
2U Rack Server with 10TB NVME usable (Server Hardware 2) VM-1 (DMS)	<p>VM 1: - Canon Therefore Migration from existing Server to New Server. ICAT is using Document Management Software "Therefore" (A scalable document management solution that allows the efficient capture, retrieval, index and archival of information, improving the workflow of documents in small-sized or large-scale enterprises). Reconfiguration of Therefore application in new VM server. Installation & configuration of SQL server 2022, SQL database migration from existing server to new server. Installation of "Therefore" capture</p>		

Additional Terms & Conditions (ATC)

	<p>client, case manager, console, Navigator, Solution Designer & Viewer. Reactivation of existing “Therefore” license. Migration of complete existing data (approx. 2 TB) from existing server to new server. *The “Therefore” application is currently live & working. After migration, it is the responsibility of the vendor / supplier of the hardware to make “Therefore” live again.</p>		
<p>2U Rack Server with 10TB NVME usable (Server Hardware 2) VM-2 (Domain Controller)</p>	<p>The Successful Bidder Shall:</p> <ul style="list-style-type: none"> ➤ Install and configure the operating system on the new ADC hardware. ➤ Join the new server to the existing domain. ➤ Configure the server as an Additional Domain Controller. ➤ Ensure Active Directory replication between DC and ADC is functioning correctly. ➤ Validate redundancy, failover, and load balancing for authentication services. <p>Safely demote and decommission the existing ADC server post-validation</p>		
<p>Deliverables & Testing</p>	<p>The Successful Bidder Shall:</p> <ul style="list-style-type: none"> ➤ Perform comprehensive testing for each migrated service. ➤ Ensure: <ul style="list-style-type: none"> • Data integrity • Service availability • Security and access control ➤ Address and resolve any issues identified during testing. ➤ Obtain formal sign-off from the client after successful validation. 		
<p>Team Qualification</p>	<p>The bidder should have at least 2-3 qualified engineers for Canon Therefore and Microsoft AD Integration.</p>		