



बिड संख्या/Bid Number: GEM/2026/B/7141551

दिनांक /Dated: 23-01-2026

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
कुल मात्रा/Total Quantity	1557
वस्तु श्रेणी /Item Category	Spare 1 , Spare 2 , Spare 3 , Spare 4 , Spare 5 , Spare 6 , Spare 7 , Spare 8 , Spare 9 , Spare 10 , Spare 11 , Spare 12 , Spare 13 , Spare 14 , Spare 15 , Spare 16 , Spare 17 , Spare 18 , Spare 19 , Spare 20 , Spare 21 , Spare 22 , Spare 23 , Spare 24 , Spare 25 , Spare 26 , Spare 27 , Spare 28 , Spare 29 , Spare 30 , Spare 31 , Spare 32 , Spare 33 , Spare 34 , Spare 35 , Spare 36 , Spare 37 , Spare 38 , Spare 39 , Spare 40 , Spare 41 , Spare 42 , Spare 43 , Spare 44 , Spare 45 , Spare 46 , Spare 47 , Spare 48 , Spare 49 , Spare 50 , Spare 51 , Spare 52 , Spare 53 , Spare 54 , Spare 55 , Spare 56 , Spare 57 , Spare 58 , Spare 59 , Spare 60 , Spare 61 , Spare 62 , Spare 63 , Spare 64 , Spare 65 , Spare 66 , Spare 67 , Spare 68

**बिड विवरण/Bid Details**

**GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS**

CO (L), CO+N2 (50 ppm), CO (L), CO+N2 (100 ppm), CO (L), CO+N2 (250 ppm), CO (L), CO+N2 (500 ppm), CO (L), CO+N2 (1000 ppm), CO (L), CO+N2 (5000 ppm), CO (H), CO+N2 (4.5%), CO (H), CO+N2 (5%), CO (H), CO+N2 (12%), CO2, CO2+N2 (0.5%), CO2, CO2+N2 (1%), CO2, CO2+N2 (1.5%), CO2, CO2+N2 (3%), CO2, CO2+N2 (10%), CO2, CO2+N2 (18%), CO2, CO2+N2 (20%), NO, NO+N2 (10 ppm), NO, NO+N2 (20 ppm), NO, NO+N2 (50 ppm), NO, NO+N2 (250 ppm), NO, NO+N2 (500 ppm), NO, NO+N2 (1000 ppm), NO, NO+N2 (2500 ppm), NO, NO+N2 (5000 ppm), NO, NO+N2 (10000 ppm), N2O, N2O+N2 (2000 ppm), NO, NO+N2 (2800 ppm), NO2, NO2+AIR (500 ppm), NO2, NO2+AIR (1500 ppm), CH4, CH4+AIR (10 ppm), CH4, CH4+AIR (20 ppm), CH4, CH4+AIR (250 ppm), CH4, CH4+AIR (500 ppm), CH4, CH4+AIR (5000 ppm), CH4, CH4+AIR (25000 ppm), C2H6, C2H6+Air (300 ppm), C3H8, C3H8+AIR (10 ppmC), C3H8, C3H8+AIR (20 ppmC), C3H8, C3H8+AIR (50 ppmC), C3H8, C3H8+AIR (100 ppmC), C3H8, C3H8+AIR (250 ppmC), C3H8, C3H8+AIR (500 ppmC), C3H8, C3H8+AIR (1000 ppmC), C3H8, C3H8+AIR (5000 ppmC), C3H8, C3H8+AIR (9000 ppmC), C3H8, C3H8+AIR (27000 ppmC), C3H8, C3H8+AIR (50000 ppmC), C3H8+N2 (50000 ppmC), O2 + N2 (25%), SO2 (50 ppm), SO2 (200 ppm), SO2 (1000 ppm), NH3 (50 ppm), NH3 (100 ppm), NH3 (200 ppm), NH3 (1000 ppm), MIXED GASES, C3H8 3000 ppm +NO 3000+CO 4.5%+CO2 18%+BAL. NITROGEN (10 Ltr.), MIXED GASES, C3H8 3000 ppm +NO 3000+CO 4.5%+CO2 18%+BAL. NITROGEN (34 Ltr.), H2/HE 47Ltr Carbon Steel, H2/HE 10 Ltr Carbon Steel, AIR(ZEROFIA) 47Ltr Carbon Steel, AIR(ZEROFIA) 10Ltr Carbon Steel, N2(ZERO and other),99.999%(Grade 5) 47 Ltr Carbon Steel, N2(ZERO and other),99.999%(Grade 5) 10 Ltr Carbon Steel, O2(CLA Ozone),99.5%(Grade 5) 47Ltr Carbon Steel, O2(CLA Ozone),99.999%(Grade 5) 47Ltr, PROPANE Carbon Steel, BUTANE Carbon Steel

**Searched String:** CO (L), CO+N2 (50 ppm)

Radio Frequency CO - Axial Cable Flexible, Type R 50 - 7 - A04 as per IS 11967 (Part 1 / Set 4), CO2 Incubator, Topramezone 10g/l + Atrazine 300g/l SC (Suspension Concentrate), Steel Almirah / Cabinets conforming to IS 3312 (V4), Topramezone 10g/l +Atrazine 300g/l SC (Suspension Concentrate), Electronic component cleaner (co2), Copper Oxychloride 50% WP, Steel Bookcases conforming To Is 7761 (V2), Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Stationary Valve Regulated Lead Acid Batteries As Per IS 15549

**Searched String:** CO (L), CO+N2 (100 ppm)

Topramezone 10g/l + Atrazine 300g/l SC (Suspension Concentrate), CO2 Incubator, Topramezone 10g/l +Atrazine 300g/l SC (Suspension Concentrate), Steel Almirah / Cabinets conforming to IS 3312 (V4), Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Electronic component cleaner (co2), Sheet Barrack (Polyester Cotton) and Sheet Hospital (100% Cotton) (IAF), Steel Bookcases conforming To Is 7761 (V2), 4.5mm L- Buttress Plate with corresponding screws, Stationary Valve Regulated Lead Acid Batteries As Per IS 15549

बिड विवरण/Bid Details Searched String: CO (L), CO+N2 (250 ppm)

Topramezone 10g/l + Atrazine 300g/l SC (Suspension Concentrate), CO2 Incubator, Topramezone 10g/l +Atrazine 300g/l SC (Suspension Concentrate), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Electronic component cleaner (co2), 4.5mm L-Buttress Plate with corresponding screws, Steel Almirah / Cabinets conforming to IS 3312 (V4), COWPEA (FODDER) Seeds, Stationary Valve Regulated Lead Acid Batteries As Per IS 15549

Searched String: CO (L), CO+N2 (500 ppm)

Topramezone 10g/l + Atrazine 300g/l SC (Suspension Concentrate), CO2 Incubator, Topramezone 10g/l +Atrazine 300g/l SC (Suspension Concentrate), Steel Almirah / Cabinets conforming to IS 3312 (V4), Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Electronic component cleaner (co2), 4.5mm L-Buttress Plate with corresponding screws, Steel Bookcases conforming To Is 7761 (V2), Air Compressor of Capacity 5000 Nm3/Hr (IOCL), Stationary Valve Regulated Lead Acid Batteries As Per IS 15549

Searched String: CO (L), CO+N2 (1000 ppm)

Topramezone 10g/l + Atrazine 300g/l SC (Suspension Concentrate), CO2 Incubator, Topramezone 10g/l +Atrazine 300g/l SC (Suspension Concentrate), Automatic Proximate Analyzer, Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Electronic component cleaner (co2), 4.5mm L-Buttress Plate with corresponding screws, Steel Almirah / Cabinets conforming to IS 3312 (V4), Alphacypermethrin10.00% Suspension Concentrate (SC), Stationary Valve Regulated Lead Acid Batteries As Per IS 15549

Searched String: CO (L), CO+N2 (5000 ppm)

Air Compressor of Capacity 5000 Nm3/Hr (IOCL), CO2 Incubator, Topramezone 10g/l + Atrazine 300g/l SC (Suspension Concentrate), Steel Almirah / Cabinets conforming to IS 3312 (V4), Topramezone 10g/l +Atrazine 300g/l SC (Suspension Concentrate), Electronic component cleaner (co2), Alphacypermethrin 75 g/l + Teflubenzuron 75 g/l SC (Suspension Concentrate), Steel Bookcases conforming To Is 7761 (V2), 4.5mm L-Buttress Plate with corresponding screws, Stationary Valve Regulated Lead Acid Batteries As Per IS 15549

Searched String: CO (H), CO+N2 (4.5%)

Radio Frequency CO - Axial Cable Flexible, Type R 50 - 7 - A04 as per IS 11967 (Part 1 / Set 4), CO2 Incubator, Indoxacarb 5% + Fipronil 5% SC (Suspension Concentrate), Welding Electrode - Covered Arc Welding Electrode - Basic Type (BEML), H Size Diamond Impregnated Core Bit (CMPDI), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), H Size PCD Non Coring Bit (CMPDI), Grinding Media Balls as per IS 6079, Automated Hematology Analyser (Part 5), LED Luminaire for Floodlight (V2) Conforming to IS 10322 (Part 5/Section 5)

Searched String: CO (H), CO+N2 (5%)

बिड विवरण

CO - Trimoxazole, Stationary Valve Regulated Lead Acid Batteries As Per IS 15549, Carbon Monoxide (Co) Detector

(V1), Welding Electrode - Covered Arc Welding Electrode - Basic Type (BEML), Automatic Milk Collection Unit with Milk Analyzer with Stirrer (KMF Co-op), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Radio Frequency CO - Axial Cable Flexible, Type R 50 - 7 - A04 as per IS 11967 (Part 1 / Set 4), Grinding Media Balls as per IS 6079, Radio Frequency Co - Axial Cable Type 75 - 7 - 2 (Coaxial Cable) as per IS 5802, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cable with Rigid Conductor (V2) as per IS 694

**Searched String:** CO (H), CO+N2 (12%)

CO - Trimoxazole, Stationary Valve Regulated Lead Acid Batteries As Per IS 15549, Carbon Monoxide (Co) Detector (V1), JAR TEST APPARATUS, Automatic Milk Collection Unit with Milk Analyzer with Stirrer (KMF Co-op), Desk and Bench Set for Classroom/Training Area, Radio Frequency CO - Axial Cable Flexible, Type R 50 - 7 - A04 as per IS 11967 (Part 1 / Set 4), Untarred Sisal Rope (V2) Conforming To IS 1321 (Part 1), Radio Frequency Co - Axial Cable Type 75 - 7 - 2 (Coaxial Cable) as per IS 5802, CO2 Incubator

**Searched String:** CO2, CO2+N2 (0.5%)

CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Portable Fire Extinguishers (V3) as per BS EN Standards, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), CO2 Fractional Laser Machine (V2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018

**Searched String:** CO2, CO2+N2 (1%)

CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), CO2 Fractional Laser Machine (V2), High End Desktop Computer, Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018

**Searched String:** CO2, CO2+N2 (1.5%)

CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Portable Fire Extinguishers (V3) as per BS EN Standards, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), CO2 Fractional Laser Machine (V2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018

**Searched String:** CO2, CO2+N2 (3%)

CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), CO2 Fractional Laser Machine (V2), High End Desktop Computer, Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018

**Searched String:** CO2, CO2+N2 (10%)

बिड विवरण / Bid Details	CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), CO2 Fractional Laser Machine (V2), High End Desktop Computer, Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018
	<p><b>Searched String:</b> CO2, CO2+N2 (18%)</p>
	<p>CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), CO2 Fractional Laser Machine (V2), High End Desktop Computer, Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018</p> <p><b>Searched String:</b> CO2, CO2+N2 (20%)</p>
	<p>CO2 Incubator, Sofa (V3), CO2 Fraction Laser, Carbon Dioxide as per IS 307, Laminar air flow cabinets or stations, Electronic component cleaner (co2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), CO2 Fractional Laser Machine (V2), High End Desktop Computer, Co2 Based Wheeled Fire Extinguishers (V2) ISI Marked to IS 16018</p> <p><b>Searched String:</b> NO, NO+N2 (10 ppm)</p>
	<p>Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, impregnated packing gauzes and antimicrobial dressings, Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Tri Sodium Phosphate Dodecahydrate, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], Retro reflective W/L Board KRPL No- 75407040(For Railway), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2)</p> <p><b>Searched String:</b> NO, NO+N2 (20 ppm)</p>
	<p>Potassium Thiocyanate, Sofa (V3), Cloth All Worsted, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], Liquid Cold Setting Type Adhesive(BHEL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Sheet Bed Hospital - Military Hospital Clothing, Fuse Wire as per IS 9926, Grease No. 0, Graphited (V2) Conforming to IS 408, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2)</p> <p><b>Searched String:</b> NO, NO+N2 (50 ppm)</p>
	<p>Glucose, Sofa (V3), Liquid Cold Setting Type Adhesive(BHEL), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Grease No. 0, Graphited (V2) Conforming to IS 408, Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Shaker Incubator, Retro reflective W/L Board KRPL No- 75407040(For Railway), Protective Eye Goggles (MHA)</p> <p><b>Searched String:</b> NO, NO+N2 (250 ppm)</p>
	<p>Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Reverse</p>

बिड विवरण / Bid Details

Osmosis based Water Treatment System above 50 LPH Capacity (V2), Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), Shaker Incubator, One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), Protective Eye Goggles (MHA)

**Searched String:** NO, NO+N2 (500 ppm)

Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), Shaker Incubator, One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), Protective Eye Goggles (MHA)

**Searched String:** NO, NO+N2 (1000 ppm)

Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), Shaker Incubator, Porcelain Insulators for Overhead Power Lines with A Nominal Voltage Greater than 1000 V as per IS 731, Protective Eye Goggles (MHA)

**Searched String:** NO, NO+N2 (2500 ppm)

Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Bamboo Tent Poles (V2) as per IS 7344, Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), One Man Meals Ready to Eat (Menu No 1) (V3) (Defence)

**Searched String:** NO, NO+N2 (5000 ppm)

Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Bamboo Tent Poles (V2) as per IS 7344, Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), One Man Meals Ready to Eat (Menu No 1) (V3) (Defence)

**Searched String:** NO, NO+N2 (10000 ppm)

Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Bamboo Tent Poles (V2) as per IS 7344, Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), Reverse Osmosis based Water

बिड विवरण/Bid Details Treatment System above 50 LPH Capacity (V2), One Man Meals Ready to Eat (Menu No 1) (V3) (Defence)

**Searched String:** N20, N20+N2 (2000 ppm)

Cleaning Duster (V3), Stainless Steel (IS 15997) Utensils - Tumbler - IS 14756, Hypochlorous Acid(HOCl), Online UPS (V2), Bio - Medical Waste Collection Bags (Biohazard Bags), Flying Insect Control Traps - Fly Catcher, LED Batten, Enamel, Synthetic, Exterior (A) Undercoating (B) Finishing (V4) Conforming to IS 2932, Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Autoclave (Horizontal)

**Searched String:** NO, NO+N2 (2800 ppm)

Liquid Cold Setting Type Adhesive(BHEL), Sofa (V3), Grease No. 0, Graphited (V2) Conforming to IS 408, Bamboo Tent Poles (V2) as per IS 7344, Gear Box Conveyor no. SRC- 2 ,FOC-1 (SAIL), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Retro reflective W/L Board KRPL No- 75407040(For Railway), One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), One Man Meals Ready to Eat (Menu No 1) (V3) (Defence)

**Searched String:** NO2, NO2+AIR (500 ppm)

Air Compressor of Capacity 5000 Nm3/Hr (IOCL), Sofa (V3), Hypochlorous Acid(HOCl), Laminar air flow cabinets or stations, Vacuum Pump, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Metal Storage Bins, Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), High End Desktop Computer, BOD Incubator

**Searched String:** NO2, NO2+AIR (1500 ppm)

Sofa (V3), Evaporative Air Coolers (Desert Coolers) Conforming To IS 3315, Laminar air flow cabinets or stations, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), High End Desktop Computer, BOD Incubator, Desk and Bench Set for Classroom/Training Area, Flying Insect Control Traps - Fly Catcher, Hot air oven

**Searched String:** CH4, CH4+AIR (10 ppm)

PT 100 DUPLEX RTD (Air Circuit) (BHEL), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Hand Rower (V2), water baths, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], High End Desktop Computer, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, File/Folder (V3), Laminar air flow cabinets or stations, Entry and Mid Level Desktop Computer

**Searched String:** CH4, CH4+AIR (20 ppm)

Track Suits (IAF), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Ready Mixed Paint, Air Drying, Red Oxide Zinc Chrome, Priming (V2) as per IS 2074, Hypochlorous Acid(HOCl), Shoes Leather (Oxford Pattern) (IAF), water baths, Variable Refrigerant Flow Air Conditioner, High End Desktop Computer, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, File/Folder

बिड विवरण/Bid Details	(V3)
<p><b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b></p>	<p><b>Searched String:</b> CH4, CH4+AIR (250 ppm)</p> <p>XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Vacuum Pump, water baths, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], High End Desktop Computer, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, File/Folder (V3), Laminar air flow cabinets or stations, Entry and Mid Level Desktop Computer, BOD Incubator</p> <p><b>Searched String:</b> CH4, CH4+AIR (500 ppm)</p> <p>Air Compressor of Capacity 5000 Nm3/Hr (IOCL), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Hypochlorous Acid(HOCl), water baths, Vacuum Pump, High End Desktop Computer, Metal Storage Bins, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, File/Folder (V3), Laminar air flow cabinets or stations</p> <p><b>Searched String:</b> CH4, CH4+AIR (5000 ppm)</p> <p>Air Compressor of Capacity 5000 Nm3/Hr (IOCL), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Evaporative Air Coolers (Desert Coolers) Conforming To IS 3315, water baths, High End Desktop Computer, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, File/Folder (V3), Laminar air flow cabinets or stations, Entry and Mid Level Desktop Computer, BOD Incubator</p> <p><b>Searched String:</b> CH4, CH4+AIR (25000 ppm)</p> <p>XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Air Receivers, water baths, Pneumatic Grinder, High End Desktop Computer, Laminar air flow cabinets or stations, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, File/Folder (V3), Entry and Mid Level Desktop Computer, BOD Incubator</p> <p><b>Searched String:</b> C2H6, C2H6+Air (300 ppm)</p> <p>Sofa (V3), Hypochlorous Acid(HOCl), Laminar air flow cabinets or stations, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Air Freshener liquid (V3), water baths, Hot air oven, High End Desktop Computer, High Pressure Breathing Air Compressor Petrol Engine Driven, Vacuum Pump</p> <p><b>Searched String:</b> C3H8, C3H8+AIR (10 ppmC)</p> <p>PT 100 DUPLEX RTD (Air Circuit) (BHEL), High End Desktop Computer, Pneumatic Sealant gun, Entry and Mid Level Desktop Computer, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2)</p> <p><b>Searched String:</b> C3H8, C3H8+AIR (20 ppmC)</p> <p>Track Suits (IAF), High End Desktop Computer, Ready Mixed Paint, Air Drying, Red Oxide Zinc Chrome, Priming (V2) as per IS 2074, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], Shoes Leather (Oxford</p>

विड विवरण / Bid Details

Pattern) (IAF), Entry and Mid Level Desktop Computer, Variable Refrigerant Flow Air Conditioner, Sofa (V3), XLPE

Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU

**Searched String:** C3H8, C3H8+AIR (50 ppmC)

Air Compressor of Capacity 5000 Nm<sup>3</sup>/Hr (IOCL), High End Desktop Computer, Air Hoses as per IS 446:1987, Entry and Mid Level Desktop Computer, Ductable Air Conditioner, Sofa (V3), Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2)

**Searched String:** C3H8, C3H8+AIR (100 ppmC)

PT 100 DUPLEX RTD (Air Circuit) (BHEL), High End Desktop Computer, Air Hoses as per IS 446:1987, Entry and Mid Level Desktop Computer, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], Sofa (V3), Air Activated Adhesive Heat Pack or Warmer Pad - Disposable, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2)

**Searched String:** C3H8, C3H8+AIR (250 ppmC)

High End Desktop Computer, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1) [DFB/DFM], Entry and Mid Level Desktop Computer, Vacuum Pump, Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Garden Bench

**Searched String:** C3H8, C3H8+AIR (500 ppmC)

Air Compressor of Capacity 5000 Nm<sup>3</sup>/Hr (IOCL), High End Desktop Computer, Vacuum Pump, Entry and Mid Level Desktop Computer, Metal Storage Bins, Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2)

**Searched String:** C3H8, C3H8+AIR (1000 ppmC)

High End Desktop Computer, Evaporative Air Coolers (Desert Coolers) Conforming To IS 3315, Entry and Mid Level Desktop Computer, Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Garden Bench, Laminar air flow cabinets or stations

**Searched String:** C3H8, C3H8+AIR (5000 ppmC)

Air Compressor of Capacity 5000 Nm<sup>3</sup>/Hr (IOCL), High End Desktop Computer, Evaporative Air Coolers (Desert Coolers) Conforming To IS 3315, Entry and Mid Level Desktop Computer, Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Garden Bench

बिड विवरण/Bid Details **Searched String:** C3H8, C3H8+AIR (9000 ppmC)

High End Desktop Computer, Entry and Mid Level Desktop Computer, Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Garden Bench, Laminar air flow cabinets or stations, BOD Incubator

**Searched String:** C3H8, C3H8+AIR (27000 ppmC)

High End Desktop Computer, Pneumatic Grinder, Entry and Mid Level Desktop Computer, Evaporative Air Coolers (Desert Coolers) Conforming To IS 3315, Sofa (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Interactive Panels with CPU, All in One PC (V2), Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Garden Bench

**Searched String:** C3H8, C3H8+AIR (50000 ppmC)

High End Desktop Computer, Air Receivers, Entry and Mid Level Desktop Computer, Timing Belt, Sofa (V3), Flow Cytometer, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Evaporative Air Coolers (Desert Coolers) Conforming To IS 3315, Interactive Panels with CPU, All in One PC (V2)

**Searched String:** C3H8+N2 (50000 ppmC)

Laminar air flow cabinets or stations, Flow Cytometer, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Timing Belt, Polypropylene Ropes as per IS 5175, Emergency lighting and accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower type With AC Genset), Layer 2 Access Switch (V2), Blood Collection Tube, Desk and Bench Set for Classroom/Training Area, Xlpe Cables, Category C2 - FR - LSH, for Working Voltages From 3.3 KV up to and Including 33 KV as per IS 7098 (Part 2)

**Searched String:** O2 + N2 (25%)

Oxygen (O2) Detector (V1), Sofa (V3), Iprodion 25% + Carbendazim 25% WP (Wettable Powder), Non-Rebreather Oxygen Mask (V2), Ammonia solution 25%, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Buprofezin 25 % SC, Nasal Cannula, Propiconazole 25% EC, Nitrile Coated/Nitrile Hand Gloves (V2)

**Searched String:** SO2 (50 ppm)

Sulfur Dioxide (So2) Detector (V2), Sofa (V3), Diethyl Phenyl Acetamide 50% (DEPA 50%) - Defence, Tool Kit for Kasth Shilp (Wood Craft) - ODOP UP Gov. (Basti), Diafenthiuron 50% WP, Nitrile Coated/Nitrile Hand Gloves (V2), Flonicamid 50% WG, Copper Oxychloride 50% WP, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Probiotics 50 Billion CFUs Capsules

**Searched String:** SO2 (200 ppm)

Sulfur Dioxide (So2) Detector (V2), Sofa (V3), X Ray Machine (200 mA), Tool Kit for Kasth Shilp (Wood Craft) - ODOP UP Gov. (Basti), Distribution Transformer, 3 Phase, Up to and including 200 KVA, Laminar air flow cabinets or stations, Multi Gas Detector (LEL,O2,H2S and CO/NH3/SO2/C12 Level)

**बिड विवरण / Bid Details**

with Pump - Combustible Sensor Detector (Catalytic Type) (IOCL), Distribution Transformer, 3 Phase, 6.6 KV, > 200

KVA Up to and including 2500 KVA, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Distribution Transformer, 3 Phase, 22 KV, > 200 KVA Up to and including 2500 KVA

**Searched String:** SO2 (1000 ppm)

Sulfur Dioxide (So2) Detector (V2), Sofa (V3), Multi Gas Detector (LEL,O2,H2S and CO/NH3/SO2/C12 Level) with Pump - Combustible Sensor Detector (Catalytic Type) (IOCL), Tool Kit for Kasth Shilp (Wood Craft) - ODOP UP Gov. (Basti), Porcelain Insulators for Overhead Power Lines with a Nominal Voltage up to and Including 1000 V as per IS 1445, Laminar air flow cabinets or stations, Porcelain Insulators for Overhead Power Lines with A Nominal Voltage Greater than 1000 V as per IS 731, Sulfate Standard Solution, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Alphacypermethrin10.00% Suspension Concentrate (SC)

**Searched String:** NH3 (50 ppm)

Diethyl Phenyl Acetamide 50% (DEPA 50%) - Defence, High End Desktop Computer, Diafenthiuron 50% WP, Allen Bolt, Flonicamid 50% WG, Entry and Mid Level Desktop Computer, Copper Oxychloride 50% WP, Tool Kit for Kasth Shilp (Wood Craft) - ODOP UP Gov. (Basti), Probiotics 50 Billion CFUs Capsules, Sofa (V3)

**Searched String:** NH3 (100 ppm)

PT 100 DUPLEX RTD (Air Circuit) (BHEL), High End Desktop Computer, Anti TB Drugs - Clofazimine 100 mg Capsules, Hypochlorous Acid(HOCl), Anti TB Drugs - Pyridoxine 100 mg Tablets, Entry and Mid Level Desktop Computer, Benzaldehyde, Sofa (V3), Benzyl Chloride, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1)

**Searched String:** NH3 (200 ppm)

X Ray Machine (200 mA), High End Desktop Computer, Distribution Transformer, 3 Phase, Up to and including 200 KVA, Allen Bolt, Bearing (BHEL), Entry and Mid Level Desktop Computer, Multi Gas Detector (LEL,O2,H2S and CO/NH3/SO2/C12 Level) with Pump - Combustible Sensor Detector (Catalytic Type) (IOCL), Tool Kit for Kasth Shilp (Wood Craft) - ODOP UP Gov. (Basti), Distribution Transformer, 3 Phase, 6.6 KV, > 200 KVA Up to and including 2500 KVA, Sofa (V3)

**Searched String:** NH3 (1000 ppm)

Bearing (BHEL), High End Desktop Computer, Multi Gas Detector (LEL,O2,H2S and CO/NH3/SO2/C12 Level) with Pump - Combustible Sensor Detector (Catalytic Type) (IOCL), Allen Bolt, Porcelain Insulators for Overhead Power Lines with a Nominal Voltage up to and Including 1000 V as per IS 1445, Entry and Mid Level Desktop Computer, Porcelain Insulators for Overhead Power Lines with A Nominal Voltage Greater than 1000 V as per IS 731, Tool Kit for Kasth Shilp (Wood Craft) - ODOP UP Gov. (Basti), Sulfate Standard Solution, Sofa (V3)

बिड विवरण / Bid Details

**Searched String:** MIXED GASES, C3H8 3000 ppm +NO 3000+CO 4.5%+CO2 18%+BAL. NITROGEN (10 Ltr.)

Category not available on GeM for the text string uploaded by the buyer

**Searched String:** MIXED GASES, C3H8 3000 ppm +NO 3000+CO 4.5%+CO2 18%+BAL. NITROGEN (34 Ltr.)

Category not available on GeM for the text string uploaded by the buyer

**Searched String:** H2/HE 47Ltr Carbon Steel

Seamless Carbon Steel Nipple, Waste Containers and Accessories - Domestic (V2), Carbon Steel Plate (BHEL), Fork showel, Carbon Steel Coated Line Pipes, Wet Grinder, Carbon Steel Forgings For General Engineering Purposes-IS:2004, knife blades, Steel Scrap, medical stools or chairs

**Searched String:** H2/HE 10 Ltr Carbon Steel

Mild Steel Sheet, Waste Containers and Accessories - Domestic (V2), Furnace and Heat Exchanger Tubes, Fork showel, Wet Grinder, knife blades, non carbonated beverage dispenser, Domestic Casserole Dish or Pan (V2), General Purpose Ball Valves (V2), Steel Trunk confirming to IS 7257 (V3)

**Searched String:** AIR(ZEROFIA) 47Ltr Carbon Steel

Seamless Carbon Steel Nipple, Wet Grinder, Carbon Steel Plate (BHEL), Refillable Seamless Steel Gas Cylinders, Carbon Steel Coated Line Pipes, knife blades, Carbon Steel Forgings For General Engineering Purposes-IS:2004, Double ferrule fittings for air spring, Steel Scrap, non carbonated beverage dispenser

**Searched String:** AIR(ZEROFIA) 10Ltr Carbon Steel

Seamless Carbon Steel Nipple, Wet Grinder, Carbon Steel Plate (BHEL), Refillable Seamless Steel Gas Cylinders, Carbon Steel Coated Line Pipes, knife blades, Carbon Steel Forgings For General Engineering Purposes-IS:2004, Double ferrule fittings for air spring, Steel Scrap, non carbonated beverage dispenser

**Searched String:** N2(ZERO and other),99.999%(Grade 5) 47 Ltr Carbon Steel

Nitrogen, Compressed Gas and Liquid conforming to IS 1747, non carbonated beverage dispenser

**Searched String:** N2(ZERO and other),99.999%(Grade 5) 10 Ltr Carbon Steel

Nitrogen, Compressed Gas and Liquid conforming to IS 1747, non carbonated beverage dispenser

**Searched String:** O2(CLA Ozone),99.5%(Grade 5) 47Ltr Carbon Steel

GLACIAL ACETIC ACID, non carbonated beverage dispenser, Wet Grinder, Seamless Carbon Steel Nipple, Waste Containers and Accessories - Domestic (V2), Carbon Steel Coated Line Pipes, Disinfectant Fluids , Phenolic Type (V4) conforming to IS 1061, Nitrogen, Compressed Gas and Liquid conforming to IS 1747

बिड विवरण / Bid Details	<p><b>Searched String:</b> O2(CLA Ozone),99.999%(Grade 5) 47Ltr</p>
	<p>GLACIAL ACETIC ACID, Nitrogen, Compressed Gas and Liquid conforming to IS 1747, Disinfectant Fluids , Phenolic Type (V4) conforming to IS 1061, Compressed Helium Gas Conforming to IS 15583</p> <p><b>Searched String:</b> PROPANE Carbon Steel</p> <p>Seamless Carbon Steel Nipple, Steel Almirah / Cabinets conforming to IS 3312 (V4), Carbon Steel Plate (BHEL), Liquefied Petroleum Gas (LPG) (V2) Confirming to IS 4576, Carbon Steel Coated Line Pipes, Steel Filing Cabinets for General Office Purpose (V2) as per IS 3313, Carbon Steel Forgings For General Engineering Purposes-IS:2004, Liquefied Petroleum Gas (LPG) as per IS 4576 for Bulk Supply, Steel Scrap, Metal Storage Cabinet</p> <p><b>Searched String:</b> BUTANE Carbon Steel</p> <p>Seamless Carbon Steel Nipple, Steel Almirah / Cabinets conforming to IS 3312 (V4), Carbon Steel Plate (BHEL), Liquefied Petroleum Gas (LPG) as per IS 4576 for Bulk Supply, Carbon Steel Coated Line Pipes, Steel Filing Cabinets for General Office Purpose (V2) as per IS 3313, Carbon Steel Forgings For General Engineering Purposes-IS:2004, Liquefied Petroleum Gas (LPG) (V2) Confirming to IS 4576, Steel Scrap, Metal Storage Cabinet</p>
<p><b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b></p>	<ul style="list-style-type: none"> <li>• CO2 Incubator</li> </ul>
<p><b>बीओक्यू शीर्षक /BOQ Title</b></p>	<p>ARC for Supply of Calibration and Operational Gases used for emission testing</p>
<p><b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b></p>	<p>No</p>
<p><b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b></p>	<p>No</p>
<p><b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b></p>	<p>Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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</p> <p>*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</p>
<p><b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b></p>	<p>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)</p>

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Spare 1
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	420000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	16

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

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

**लाभार्थी /Beneficiary :**

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

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

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

**एमएसई खरीद वरीयता/MSE Purchase Preference**

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

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. 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 Bid - [1769139607.xlsx](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
29-01-2026 11:00:00	International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050

## Spare 1

(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	2	365

## Spare 2

(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	15	365

### Spare 3

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	14	365

### Spare 4

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	16	365

**Spare 5**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	20	365

**Spare 6**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	10	365

**Spare 7**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 8**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	6	365

**Spare 9**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	8	365

**Spare 10**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	8	365

**Spare 11**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

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	10	365

### Spare 12

(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### 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	13	365

### Spare 13

(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	16	365

**Spare 14**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	365

**Spare 15**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	10	365

**Spare 16**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	18	365

**Spare 17**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	12	365

**Spare 18**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	9	365

**Spare 19**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 20**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	12	365

### Spare 21

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	28	365

### Spare 22

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	18	365

**Spare 23**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	6	365

**Spare 24**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	8	365

**Spare 25**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 26**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	7	365

**Spare 27**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 28**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	3	365

**Spare 29**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

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	3	365

### Spare 30

(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### 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	9	365

### Spare 31

(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	5	365

**Spare 32**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	9	365

**Spare 33**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	14	365

**Spare 34**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	4	365

**Spare 35**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	365

**Spare 36**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	8	365

**Spare 37**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	10	365

**Spare 38**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	5	365

### Spare 39

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	365

### Spare 40

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	4	365

**Spare 41**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	4	365

**Spare 42**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	28	365

**Spare 43**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	12	365

**Spare 44**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	16	365

**Spare 45**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	365

**Spare 46**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 47**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	365

### Spare 48

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	365

### Spare 49

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	8	365

**Spare 50**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	365

**Spare 51**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	365

**Spare 52**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	365

**Spare 53**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 54**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	3	365

**Spare 55**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	2	365

**Spare 56**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	365

### Spare 57

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	5	365

### Spare 58

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	5	365

**Spare 59**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	300	365

**Spare 60**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	4	365

**Spare 61**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	210	365

**Spare 62**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	4	365

**Spare 63**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	320	365

**Spare 64**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	4	365

**Spare 65**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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
-------------------	---	-------------	------------------	---------------------------------

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	180	365

### Spare 66

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	80	365

### Spare 67

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परिषिती/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	2	365

**Spare 68**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परिषिती/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	2	365

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the

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

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **ARC for Supply of Calibration & Operational Gases used for emission testing at ICAT centre 1, I MT-Manesar**

Duration of contract : The contract shall be valid for one year from the date of award of contract on GeM, but can be terminated in case successful bidder fails to honor contract terms & conditions. Purchase order for the required quantities will be released on as and when required basis as per agreed rates in the contract during the contract period

Delivery Schedule : The shortlisted bidder shall ensure that all ordered materials are delivered strictly within 6 weeks from the receipt of Purchase Order.

Liquidated Damages : An amount of 0.05% of the amount for each cylinder per day up to a maximum value of 10% of the amount for each cylinder, payable by the Contractor for each day elapsed after 6 Weeks from the PO release date till delivery

#### **Other Condition:**

1	Delivery Time	Within 6 weeks from the date of purchase order
2	Transportation charges	Scope of Supplier
3	Loading and unloading cylinder (Filled and empty cylinder)	Scope of Supplier
4	Cylinder Rental Charges	Free for Minimum period of two years
5	Transit Insurance	Scope of Supplier
6	Test Certificate	Gas Test Certificate along with gas supply
7	Primary Master	Should be Traceable to NIST/CRM/VSL/NPL
8	Material Safety Data Sheet (MSDS)	The bidder must provide Material Safety Data Sheet (MSDS).
9	Security Deposit for cylinders	ICAT shall not provide any security deposit for the holding of cylinders

## 3. Buyer Added Bid Specific ATC

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

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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---

# **INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY (ICAT)**

## **TENDER DOCUMENTS FOR ARC FOR SUPPLY OF CALIBRATION & OPERATIONAL GASES USED FOR EMISSION TESTING**

---

**TENDER NO. ICAT/GeM/ETL&VTL/ARC for supply of Ref Gases/2025-26/321**

---

**International Centre for Automotive Technology**  
Plot No # 26, Sector-3, HSIIDC, IMT Manesar,  
Gurugram-122050

## TABLE OF CONTENTS

Sl. No	Particulars	Page No
1.	Annexure – I : Tender Notice	3-4
2.	Annexure – II: Eligibility Criteria	5
3.	Annexure – III: Instruction to bidders	6-16
4.	Annexure – IV: Responsibilities of the successful bidder/agency	17
5.	Annexure – V: Acceptance Criteria	18
6.	Annexure – VI: TERMS & CONDITIONS W.R.T. PRICE BID	19
7.	Annexure-VII: General Conditions of Contract	20-64
8.	Annexure – VIII: Special Conditions of Contract	65
9.	Annexure- IX: VENDOR INFORMATION FORM	66
10	Annexure- X: CHECKLIST FOR MINIMUM ELIGIBILITY CRITERIA	67
11.	Annexure – XI: ACCEPTANCE FROM THE BIDDER	68
12.	Annexure – XII: Declaration	69-70
13.	Annexure – XIII: Undertaking	71
14.	Annexure – XIV: Earnest Money Deposit (EMD) & EMD BG Format	72-75
15.	Annexure – XV: Format for Declaration in lieu of EMD/Bid Security	76-77
16.	Annexure – XVI: Details of Major Contracts	78
17.	Annexure-XVII: PERFORMANCE SECURITY FORM	79-80
18.	Annexure -XVIII: Deviations Suggested	81
19.	Annexure – XIX: Bid Evaluation	82
20.	Annexure – XX: Disqualification Criteria	83

## TENDER NOTICE

**Subject:** ARC for Supply of Calibration & Operational Gases used for emission testing at ICAT centre 1, IMT-Manesar

Sir/Madam,

The International Centre for Automotive Technology (ICAT) under Ministry of Heavy Industries, Government of India, invites tenders through GeM portal in two bid system from the Bidders in the prescribed proforma for performing, executing and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. The brief description of Works and the timelines for tenders are summarized in the table below.

1.	Scope of supply	ARC for Supply of Calibration & Operational Gases used for emission testing at ICAT centre 1, IMT-Manesar
2.	Description of Work	Supply, Cylinder loading and unloading from/at ICAT, certificate accuracy and stability period (along with all the items covered in Annexure-III)
3.	Earnest Money Deposit	<p><b>INR 4,20,000/- (Rupees Four Lakhs Twenty thousand only)</b> in form of DD/NEFT/Bank Guarantee (format as per Annexure XIV of this ATC)/Banker's Cheque in favor of "International Centre for Automotive Technology", payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch at Delhi/NCR of Indian Scheduled bank and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. &amp; e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).</p> <p style="text-align: center;">OR</p> <p>Firms who are registered with Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. <i>(The certificate should be valid for at least 6 months from the date of submission of bids).</i></p> <p><b>Note: The exemption shall not apply to traders, agents, dealers, distributors, or firms engaged in works contracts, even if they are registered under MSE.</b></p> <p style="text-align: center;">OR</p>

		In place of a Bid security, Bidders can submit Bid securing declaration as per Annexure XV 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.
4.	Duration of contract	The contract shall be valid for one year from the date of award of contract on GeM, but can be terminated incase successful bidder fails to honor contract terms & conditions. Purchase order for the required quantities will be released on as and when required basis as per agreed rates in the contract during the contract period
5.	Performance Bank Guarantee and validity	5% of the Contract Sum valid for 1 year 2 months from the date of GeM Contract (to be submitted within 15 days from the date of Contract)
6.	Delivery Schedule	The shortlisted bidder shall ensure that all ordered materials are delivered strictly within 6 weeks from the receipt of Purchase Order.
7.	Method of Bid Evaluation	<b>Segregated (Technical + Financial)</b>

**ICAT Bank Details for NEFT (in case any bidder deposits the EMD of Rs. 4,20,000 /- through NEFT)**

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

Beneficiary Name	International Centre for Automotive Technology
Bank Name	HDFC Bank Ltd.
Branch	Plot-K, Sector-2, Manesar-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079

**Bidders must comply to the provision of:**

1. Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 5 under Annexure XII**)  
([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](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))
2. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 4 under Annexure XII**)  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

## **ELIGIBILITY CRITERIA**

This Invitation for bid is open to the all bidder under having experience in Supply of Calibration & Operational Gases used for the emission testing for a minimum period of **Five years**.

The bidder is the company which is designing, manufacturing, sourcing, supplying and executing the project under this tender. ICAT would interact only with this bidder in terms of entertaining the bidder for tender document clarifications, evaluation and considering for selection, award of contract and the subsequent execution of the contract.

The bidder shall explicitly commit, in the form indicated in brackets, to:

Taking the responsibility over the final performances of the gases supplied, and the compliancy with the requirements of the tender

In case the bidder authorizes his representative to interact with ICAT, such a representative will not be a part of contract agreement and financial dealing with ICAT.

A bidder cannot submit more than one bid.

### ***The bidder should fulfill the following eligibility criteria:***

1. The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company, Limited Company, Joint Venture. A proof for supporting the legal validity of the Bidder shall be submitted.
2. The bidder should have ISO/IEC 17025 Accreditation Lab.
3. Bidder must have atleast 5 years of experience as on date of bid submission date.
4. Turnover: The average annual turnover of last 3 (three) financial years i.e. 2022-23, 2023-24 & 2024-25 should be greater than **Rs. 5 Cr.** [The bidders must submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant indicating the turnover for the last 3 consecutive financial years (FY 2022-23, 2023-24 & 2024-25). The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
5. **Previous PO/WO:** The Bidder must have successfully supplied the calibration & operational gases to at least 5 (five) firms (i.e. Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms) during last three years. The bidder must provide the reference of those bidders.
6. Bidders must comply with :
  - a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 5 under Annexure XII**)  
([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](https://assets-bg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf))
  - b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 4 under Annexure XII**)  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

## **INSTRUCTION TO BIDDERS**

1. The Bidder must ensure that he meets all the requirements spelt in “Annexure II – ELIGIBILITY CRITERIA”
2. The bidders are expected to carefully examine all the contents of Tender Document including all instructions, eligibility criteria, evaluation parameters, terms & conditions and specifications etc. and take them fully into account before submitting their bid. Failure to comply with the requirements as detailed in these documents shall be at the bidder’s own risk.
3. While all efforts have been made to avoid errors in the drafting of the Tender Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the Tender Document shall be entertained
4. The bidder is requested to submit their bid, only if they consider themselves eligible as per the eligibility criteria laid down in this tender and also having supporting documents.
5. Failure to furnish information required in the document or submission of a tender not substantially responsive to the document in every respect will result in rejection of the tender.
6. The bidder to submit the Earnest Money Deposit (EMD) of **Rs. 4,20,000/- (Rupees Four Lacs Twenty Thousand only)** along with tender document as per modes prescribed in the Notice Inviting Tender Section.

### **OR**

Firms who are registered with Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

*Note: 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 Annexure XV 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.

## **7. Submission of Bids :**

Bidders are invited to submit their bids under 2 bid system along with EMD and necessary supporting documents.

### **A. TECHNICAL BID shall contain the following:**

- i) Tender Document along with all supporting documents as asked in the tender document. Each document shall be duly signed and stamped. **Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid**
- ii) In case of any discrepancy between the original and any of the copy, the original shall supersede
- iii) The supplier is required to supply the following ranges of the gases.

a) For ETL department:

Calibration Gases												
Analyzer	Gas	RANGE	Unit	Preparation Tolerance		Cylinder Pressure kg/cm2	Stability Period (Years)	Cylinder Type	Cylinder capacity in Litres	Certification accuracy	Valve Connection (*)	Traceability
CO (L)	CO+N2	500	ppm	450	495	140	3	Aluminium	34ltr	1%*	G5/8" LH Brass	NIST/CRM/VSL/NPL
		1000	ppm	900	990	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		5000	ppm	4500	4800	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
CO (H)	CO+N2	5	%	4.5	4.95	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		12	%	10.8	11.4	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
CO2	CO2+N2	3	%	2.7	2.97	140	3	Aluminium	34ltr	1%*	G5/8" LH Brass	NIST/CRM/VSL/NPL
		10	%	9	9.5	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		20	%	18	19	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
NO	NO+N2	500	ppm	450	495	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		1000	ppm	900	990	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		2500	ppm	2250	2475	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		5000	ppm	4500	4750	140	2	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
CH4	CH4+AIR	500	ppm	400	480	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		5000	ppm	4500	4800	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
C3H8	C3H8+AIR	10	ppmC	9	9.5	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		100	ppmC	85	95	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		500	ppmC	450	475	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		1000	ppmC	900	990	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		5000	ppmC	4500	4750	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		50000	ppmC	45000	47500	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
O2+N2	O2+N2	25	%	22.5	24	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
NH3		50	ppm	45	47.5	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		100	ppm	90	95	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		200	ppm	180	190	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		1000	ppm	900	950	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
SO2		50	ppm	45	49.5	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		200	ppm	180	198	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
		1000	ppm	900	990	140	3	Aluminium	34ltr	1%	G5/8" LH Brass	NIST/CRM/VSL/NPL
Operational Gases												
H2/HE						140	3	Carbon Steel	47ltr		G5/8" LH Brass	
AIR(ZEROFIA)						140	3	Carbon Steel	47ltr		G5/8" LH Brass	
N2(ZERO and other), 99.999% (Grade 5)						140	3	Carbon Steel	47ltr		G5/8" LH Brass	
O2(CLA Ozone), 99.999% (Grade 5)						140	3	Carbon Steel	47ltr		G5/8" LH Brass	

(\*) Supplier should provide the necessary connectors if valve connection has not matched

b) For VTL department:

Calibration & Operational Gases											
Analyzer	Gas	RANGE	Unit	Preparation Tolerance	Cylinder Pressure kg/cm2	Stability Period (Years)	Cylinder Type	Cylinder capacity in Litres	Certification accuracy	Valve Connection (*)	
<b>Calibration Gases</b>											
CO (L)	CO+N2	50	ppm	45	49.5	140	3	Aluminium	34	1%	G5/8"LH Brass
		100	ppm	90	99	140	3	Aluminium	34	1%	G5/8"LH Brass
		250	ppm	225	247.5	140	3	Aluminium	34	1%	G5/8"LH Brass
		500	ppm	450	495	140	3	Aluminium	34	1%	G5/8"LH Brass
		1000	ppm	900	990	140	3	Aluminium	34	1%	G5/8"LH Brass
CO (H)	CO+N2	4.5	%	4.05	4.455	140	3	Aluminium	34	1%	G5/8"LH Brass
		5	%	4.5	4.95	140	3	Aluminium	34	1%	G5/8"LH Brass
CO2	CO2+N2	0.5	%	0.45	0.495	140	3	Aluminium	34	1%	G5/8"LH Brass
		1	%	0.9	0.99	140	3	Aluminium	34	1%	G5/8"LH Brass
		1.5	%	1.35	1.485	140	3	Aluminium	34	1%	G5/8"LH Brass
		3	%	2.7	2.97	140	3	Aluminium	34	1%	G5/8"LH Brass
		18	%	16.2	17.82	140	3	Aluminium	34	1%	G5/8"LH Brass
NO	NO+N2	20	ppm	18	19.8	140	3	Aluminium	34	1%	G5/8"LH Brass
		50	ppm	45	49.5	140	3	Aluminium	34	1%	G5/8"LH Brass
		250	ppm	225	247.5	140	3	Aluminium	34	1%	G5/8"LH Brass
		500	ppm	450	495	140	3	Aluminium	34	1%	G5/8"LH Brass
		5000	ppm	4500	4950	140	3	Aluminium	34	1%	G5/8"LH Brass
N2O	N2O+N2	2000	ppm	1800	1980	140	3	Aluminium	34	1%	G5/8"LH Brass
NO	NO+N2	2800	ppm	2520	2772	140	3	Aluminium	34	1%	G5/8"LH Brass
NO2	NO2+AIR	500	ppm	450	495	140	3	Aluminium	34	1%	G5/8"LH Brass
		1500	ppm	1350	1485	140	3	Aluminium	34	1%	G5/8"LH Brass
CH4	CH4+AIR	10	ppm	9	9.9	140	3	Aluminium	34	1%	G5/8"LH Brass
		20	ppm	18	19.8	140	3	Aluminium	34	1%	G5/8"LH Brass
		250	ppm	225	247.5	140	3	Aluminium	34	1%	G5/8"LH Brass
C2H6	C2H6+Air	500	ppm	450	495	140	3	Aluminium	34	1%	G5/8"LH Brass
		25000	ppm	22500	24750	140	3	Aluminium	34	1%	G5/8"LH Brass
C3H8	C3H8+AIR	10	ppmC	9	9.9	140	3	Aluminium	34	1%	G5/8"LH Brass
		20	ppmC	18	19.8	140	3	Aluminium	34	1%	G5/8"LH Brass
		50	ppmC	45	49.5	140	3	Aluminium	34	1%	G5/8"LH Brass
		100	ppmC	90	99	140	3	Aluminium	34	1%	G5/8"LH Brass
		250	ppmC	225	247.5	140	3	Aluminium	34	1%	G5/8"LH Brass
		500	ppmC	450	495	140	3	Aluminium	34	1%	G5/8"LH Brass
		1000	ppmC	900	990	140	3	Aluminium	34	1%	G5/8"LH Brass
		5000	ppmC	4500	4950	140	3	Aluminium	34	1%	G5/8"LH Brass
	9000	ppmC	8100	8910	140	3	Aluminium	34	1%	G5/8"LH Brass	
	C3H8+N2	50000	ppmC	45000	49500	140	3	Aluminium	34	1%	G5/8"LH Brass
MIXED GASES	C3H8+NO+CO+CO2+BAL. NITROGEN (10 Ltr.)	C3H8 3000	ppm			140	3	Aluminium	34	1%	G5/8"LH Brass
		NO 3000	ppm					Aluminium	34		G5/8"LH Brass
		CO 4.5	%					Aluminium	34		G5/8"LH Brass
		CO2 18	%					Aluminium	34		G5/8"LH Brass
MIXED GASES	C3H8+NO+CO+CO2+BAL. NITROGEN (34 Ltr.)	C3H8 3000	ppm			140	3	Aluminium	34	1%	G5/8"LH Brass
		NO 3000	ppm					Aluminium	34		G5/8"LH Brass
		CO 4.5	%					Aluminium	34		G5/8"LH Brass
		CO2 18	%					Aluminium	34		G5/8"LH Brass
<b>Operational Gases</b>											
	H2/HE 47Ltr					140	3	Carbon Steel	47		G5/8"LH Brass
	H2/HE 10 Ltr					140	3	Carbon Steel	10		G5/8"LH Brass
	AIR(ZEROFIA) 47Ltr					140	3	Carbon Steel	47		G5/8"LH Brass
	AIR(ZEROFIA) 10Ltr					140	3	Carbon Steel	10		G5/8"LH Brass
	N2(ZERO and other),99.999%(Grade 5) 47 Ltr					140	3	Carbon Steel	47		G5/8"LH Brass
	N2(ZERO and other),99.999%(Grade 5) 10 Ltr					140	3	Carbon Steel	10		G5/8"LH Brass
	O2(CLA Ozone),99.5%(Grade 5) 47Ltr					140	3	Carbon Steel	47		G5/8"LH Brass
	PROPANE	99.5	%			140	3	Carbon Steel	10		G5/8"LH Brass
	BUTANE	99.5	%			140	3	Carbon Steel	10		G5/8"LH Brass

(\*) Supplier should provide the necessary connectors if valve connection has not matched

iv) The quantity required per quarter of the gases :

a) For ETL department:

Annexure A								
Analyzer	Gas	RANGE	Unit	Cylinder Quantity				
				Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
CO (L)	CO+N2	500	ppm	3	3	3	2	11
		1000	ppm	4	4	3	4	15
		5000	ppm	2	2	2	2	8
CO (H)	CO+N2	5	%	1	1	1	1	4
		12	%	2	2	2	2	8
CO2	CO2+N2	3	%	2	1	2	1	6
		10	%	1	0	0	0	1
		20	%	3	4	3	4	14
NO	NO+N2	500	ppm	4	5	4	5	18
		1000	ppm	4	5	4	5	18
		2500	ppm	2	1	2	1	6
		5000	ppm	2	1	2	1	6
CH4	CH4+AIR	500	ppm	3	2	3	2	10
		5000	ppm	1	1	1	1	4
C3H8	C3H8+AIR	10	ppmC	1	0	1	0	2
		100	ppmC	1	0	1	0	2
		500	ppmC	5	5	5	5	20
		1000	ppmC	2	1	2	1	6
		5000	ppmC	3	4	3	4	14
		50000	ppmC	1	0	1	0	2
O2+N2	O2+N2	25	%	2	2	2	2	8
NH3		50	ppm	1	0	1	0	2
		100	ppm	1	0	1	1	3
		200	ppm	1	0	1	0	2
		1000	ppm	1	0	1	0	2
SO2		50	ppm	1	0	0	0	1
		200	ppm	0	1	0	0	1
		1000	ppm	1	0	0	0	1
H2/HE				40	40	40	40	160
AIR(ZEROFIA)				40	40	45	40	165
N2(ZERO and other), 99.999% (Grade 5)				50	60	60	60	230
O2(CLA Ozone), 99.999% (Grade 5)				50	40	50	40	180
<b>Total</b>				235	225	246	224	930

b) For VTL department:

Annexure-B								
Analyzer	Gas	RANGE	Unit	Cylinder Quantity				
				Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>Calibration Gases</b>								
CO (L)	CO+N2	50	ppm	1	0	1	0	2
		100	ppm	4	3	4	4	15
		250	ppm	5	4	3	2	14
		500	ppm	2	1	1	1	5
		1000	ppm	2	1	1	1	5
CO (H)	CO+N2	5000	ppm	1	0	1	0	2
		4.5	%	1	0	1	0	2
CO2	CO2+N2	5	%	1	0	1	0	2
		0.5	%	2	1	3	2	8
		1	%	3	2	3	2	10
		1.5	%	2	3	5	3	13
		3	%	3	2	3	2	10
NO	NO+N2	18	%	2	3	2	3	10
		20	%	1	1	1	1	4
		10	ppm	2	3	3	4	12
		20	ppm	2	3	2	2	9
		50	ppm	1	0	1	0	2
		250	ppm	2	3	4	3	12
N <sub>2</sub> O	N <sub>2</sub> O+N2	500	ppm	3	2	3	2	10
		5000	ppm	1	0	1	0	2
		10000	ppm	1	0	1	0	2
		2800	ppm	1	0	1	0	2
NO	NO+N2	500	ppm	1	1	1	0	3
		1500	ppm	1	1	1	0	3
CH4	CH4+AIR	10	ppm	3	2	1	3	9
		20	ppm	2	1	1	1	5
		250	ppm	3	2	1	3	9
		500	ppm	1	1	1	1	4
		25000	ppm	1	0	1	0	2
C2H6	C2H6+Air	300	ppm	2	3	2	1	8
		10	ppmC	2	1	2	3	8
C3H8	C3H8+AIR	20	ppmC	2	1	1	1	5
		50	ppmC	1	0	1	0	2
		100	ppmC	1	0	1	0	2
		250	ppmC	2	1	0	1	4
		500	ppmC	2	2	2	2	8
		1000	ppmC	2	1	2	1	6
		5000	ppmC	1	0	1	0	2
		9000	ppmC	1	0	1	0	2
		27000	ppmC	1	0	1	0	2
MIXED GASES	C3H8+NO+CO+CO2+BAL. NITROGEN (10 Ltr.)	50000	ppmC	1	0	1	0	2
		C3H8 3000	ppm	2	1	1	1	5
		NO 3000	ppm					
		CO 4.5	%					
CO2 18	%							
MIXED GASES	C3H8+NO+CO+CO2+BAL. NITROGEN (34 Ltr.)	C3H8 3000	ppm	2	1	1	1	5
		NO 3000	ppm					
		CO 4.5	%					
		CO2 18	%					
<b>Operational Gases</b>								
H2/HE 47Ltr				30	40	30	40	140
H2/HE 10 Ltr				1	1	1	1	4
AIR(ZEROFIA) 47Ltr				10	15	10	10	45
AIR(ZEROFIA) 10Ltr				1	1	1	1	4
N2(ZERO and other),99.999%(Grade 5) 47 Ltr				20	25	20	25	90
N2(ZERO and other),99.999%(Grade 5) 10 Ltr				1	1	1	1	4
O2(CLA Ozone),99.5%(Grade 5) 47Ltr				20	20	20	20	80
PROPANE		99.5	%	1	0	1	0	2
BUTANE		99.5	%	1	0	1	0	2
<b>Total</b>				164	155	158	150	627

v) Impurities for raw measurement

Impurities for raw measurement
Purified nitrogen (Contamination $\leq 1$ ppm C1, $\leq 1$ ppm CO, $\leq 400$ ppm CO <sub>2</sub> , $\leq 0.1$ ppm NO)
Purified oxygen (Purity $> 99.5$ per cent volO <sub>2</sub> )
Hydrogen-helium mixture (FID burner fuel) ( $40 \pm 1$ per cent hydrogen, balance helium) (Contamination $\leq 1$ ppm C1, $\leq 400$ ppm CO <sub>2</sub> )
Purified synthetic air (Contamination $\leq 1$ ppm C1, $\leq 1$ ppm CO, $\leq 400$ ppm CO <sub>2</sub> , $\leq 0.1$ ppm NO) (Oxygen content between 18-21 per cent vol.)

vi) Other Condition:

1	Delivery Time	Within 6 weeks from the date of purchase order
2	Transportation charges -	Scope of Supplier
3	Loading and unloading cylinder (Filled and empty cylinder)	Scope of Supplier
4	Cylinder Rental Charges	Free for Minimum period of two years
5	Transit Insurance	Scope of Supplier
6	Test Certificate	Gas Test Certificate along with gas supply
7	Primary Master	Should be Traceable to NIST/CRM/VSL/NPL
8	Material Safety Data Sheet (MSDS)	The bidder must provide Material Safety Data Sheet (MSDS).
9	Security Deposit for cylinders	ICAT shall not provide any security deposit for the holding of cylinders

**B. FINANCIAL BID** shall contain:

- i. The Bidders shall quote for the entire Works such that the total contract value covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this Tender Document including but not limited to matters in respect of the delivery up to site, insurance, freight costs, customs clearances, interface management, detailed design, detailing, coordination, value engineering, specialist system procurement, provision, erection and/or installation, testing, commissioning, documentation, training, defects remediation and related works.
- ii. The prices shall be quoted F.O.R - Manesar (Gurugram) in Indian Rupees. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail.

8. **Payment Terms:** 100 % of the Purchase Order value (based on requirement against ARC) shall be paid within fifteen [15] days from the receipt of material at site, in good condition.
9. ICAT does not bind itself to accept the lowest tender/bid and reserves the right to reject or accept any or all the tenders/bids received without assigning any reason whatsoever.
10. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the bidder/bidders who resort to canvassing will be liable for rejection on that ground alone.
11. The bidder(s) must declare in writing that neither he nor any of their Directors/Partners are in anyway related to any officer in the ICAT as per format given in Declaration 1.
12. Earnest Money is liable to be forfeited if the successful bidder for the ARC for Supply of Calibration & Operational Gases used for emission testing fails to accept the contract.
13. The validity period of the bids shall be **06 (SIX)** months from the date of opening of tenders. This period may be extended suitably, if the decision regarding issue of LoA (letter of acceptance) is delayed for any reason.

#### 14. **Bid Evaluation Process**

The bidding evaluation process will be as follows:

##### 14.1 **Technical Bid Opening:**

- a) Technical bids shall be opened virtually through GeM. After opening of the technical bids, the same will be forwarded to the concerned technical committee for evaluation of the bids.

##### 14.2 **Technical Bid Evaluation**

- a) During the technical bid evaluation process, ICAT may ask clarifications to the bidder through GeM, for confirming and consolidating their technical offers.
- b) All such clarifications are required to be answered by the bidder via GeM, within the time specified by ICAT. The signed copies of the same need to be uploaded on GeM and shall be deemed to be part of the tender documents.
- c) All valid bids shall be evaluated to arrive at Technical Score and the technically qualified bids shall be determined, as specified in “Annexure XIX - Evaluation Parameters”.

##### 14.3 **Financial Bid Opening**

- a) The Financial Bids of all the technically qualified Bidders shall be opened on GeM virtually.
- b) No Bidder shall be allowed to propose/carry out any revision / correction / modification in his Price Bid offer. Only ICAT can ask for such revisions from all, in view of the boundary conditions like change in the scope of supply etc. during the technical bid evaluation period.
- c) No bidder shall contact ICAT on any matter relating to their tender during the whole tendering process i.e. from submission of bids to award of work. If the bidder wishes to bring additional

information to the notice of the ICAT, shall be done in writing. However, all bidders are strictly advised to furnish all material information in the tender/ bid itself via a separate document.

- d) Any effort by a bidder to influence ICAT in its decision on tender evaluation, tender comparison or purchase order decision will result in rejection of the bidder.

#### 14.4 Determination of the Successful Bidder

- a) The Lowest financial bid of the technically qualified bids shall be deemed as the successful Bidder (“**Successful Bidder**”).
  - b) In case, the Financial Bid offered by such Bidders are equal, then the Successful Bidder shall be determined by GeM on random basis.
  - c) However, ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases
15. ICAT reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time, prior to award of work without assigning any reasons for such acceptance/rejection without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the ICAT’s action.
16. ICAT will award the contract to the successful bidder determined to be in conformity with the tendering document and who has offered the best – lowest bid, within the prescribed validity period of the tender.
17. In case the tender document submitted by the bidder, has deviations from the specifications or terms and conditions prescribed in this tender, the bidder shall describe them separately and prominently, ICAT reserves the right to reject the tender having deviations from the prescribed terms and conditions.
18. It will be the sole responsibility of the bidder alone to execute the entire contract awarded to them.
19. Prior to the submission of the tender, the bidder’s authorized representative shall personally inspect the premises of ICAT, Manesar at their own cost and under prior intimation. This is necessary to enable the bidder to gather all the information, so as to prepare the tender accurately after taking into consideration all the relevant factors. Submission of the tender will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.
20. The bidder will submit undertaking that they are fully acquainted with terms, clauses and conditions, specification, circumstances and the suppliers under which the services are required against the contract.
21. Within **fifteen** [15] days of the date of acceptance of the contract, the Successful Bidder shall execute a Performance Bank Guarantee as per Annexure XVII, from branch at Delhi/NCR of any Indian scheduled Bank, for an amount equivalent to the 5% of the contract value (i.e. based upon estimated annual quantity), which shall be kept valid for the entire period of contract. **The PBG shall be made in INR (Indian Rupees) only.**

22. In the event of the bidder failing to fulfill or commits breach of any of the terms and conditions of this contract or indulge in omission or commission without prejudice to the ICAT's right and remedies otherwise, the ICAT shall be entitled to terminate the contract and to blacklist the bidder and execute the work or arrange otherwise at the bidder's risk and cost at the absolute discretion of the ICAT. The cost of such works together with all incidental charges or expenses shall be recoverable from the bidder; under the following circumstances:
- If the Bidder or his agents or personnel are found guilty of fraud in respect of the contract or any other contract entered into by the bidder or any of his partners or representatives thereof with the ICAT; or
  - If the Bidder or his agents or personnel attempt to or indulge in giving, promising or offer in any bribes, gift, loan perquisite, reward or advantages pecuniary of otherwise to any person in the employment of the ICAT; or If the bidder or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceeding makes any composition with his/ their creditors or attempts to do so; or
  - If at any time during the pendency of the contract, it comes to the notice of ICAT, that the bidder has misled the ICAT by giving false/incorrect information.
23. The Courts of India at Gurugram will have exclusive jurisdiction to determine any unresolved dispute(s) with respect to this contract.
24. The bidder shall not be allowed to sub-contract any part of the contract without the prior consent of ICAT, Manesar. If such consent is given, this shall not relieve the bidder from any liability or obligation under the contract and they shall be responsible of the acts/ defaults and negligence of any such unauthorized engagement of sub-contractors, his agents or workmen as if they were the acts, defaults or neglects of the bidder, agents or workmen.
25. Bidders to comply with :
- Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 5 under Annexure XII**) ([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](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 (**enclose declaration to this effect with the technical bid as per format given in Declaration 4 under Annexure XII**) (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).
26. In case of any ambiguity/dispute in the interpretation of any of the clauses/ terms and conditions Director, ICAT's interpretation of the clauses/ terms and conditions shall be final binding on all the parties. The jurisdiction of arbitration shall be Manesar.

27. Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other terms and conditions of this tender, the decision of the ICAT, Manesar shall be final and binding in this regard.
28. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
- “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
  - “Fraudulent Practice” means misrepresentation or omission of facts in order to execution of contract.
  - **“Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.**
  - “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
  - During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
  - **Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.**
29. **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.
30. **Relaxation in Prior Turnover and Experience (refer Minimum Eligibility Criteria) :** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-

recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.

31. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service

## **RESPONSIBILITIES OF THE SUCCESSFUL BIDDER/AGENCY**

1. The bidder shall have total responsibility for the process including all the phases of supply, transportation, stability & traceability, loading and unloading of cylinder.
2. The bidder must provide the Manufacturing test report and performance test certificate.
3. The bidder is responsible for any malfunction / Quality or stability of gases observed by ICAT, bidder has to replace the same with new one within reasonable time and all expenditure incurred will be borne by bidder itself.
4. Cylinder should not be damage or leaked, if found damaged or leaked, then bidder shall replace the same without any extra cost.
5. Cylinder shall be delivered as per our requirement within the time specified in the tender document.
6. Cylinder requirement may increase or decrease against estimated quantities mentioned in the ARC, as per our requirement.
7. The bidder should have ISO/IEC 17025 Accreditation Lab.
8. **Delivery responsibility:** The Bidder is fully responsible for the delivery of the cylinder within 6 weeks after releasing purchase order.
9. **TENURE AND VALIDITY:** The ARC shall be for valid for a period of 12 months/ 1 year from the date of award of contract, but can be terminated incase successful bidder fails to honor contract terms & conditions. Purchase order for the required quantities will be released on as an when required basis as per agreed rates in the GeM contract during the contract period.
10. The bidder must provide Material Safety Data Sheet (MSDS).

**Note:** In case of any suggestion with respect to our tender conditions, the same to fill in suggestion from (Annexure-XVIII)

## Acceptance Criteria

### FINAL ACCEPTANCE CRITERIA

#### 1.1 Acceptance Tests:

For acceptance ICAT will intensively check the following:

- Quality/Accuracy of the gases through analyzer.

#### 1.2 Tests proposed by the Bidder

The Bidder shall propose a list of tests to be performed both during pre-acceptance and during final acceptance in order to demonstrate the full functionality of the delivered gases. The Bidder shall specify what tests shall be performed and in what conditions, a clear test procedure and the targeted result and expected tolerance.

## **TERMS & CONDITIONS W.R.T. PRICE BID**

1. Successful Bidder has to submit PBG from any branch at Delhi/NCR of Indian Scheduled bank @ 5% of contract value (i.e. based upon estimated annual quantity) as per Annexure XVII to ICAT, which shall bear no interest.
2. The PBG will be released to the bidder on written request after two months of completion and fulfilling all the conditions of the contract.
3. Offers made with conditions like “subject to execution” or “taxes are applicable” or such other vague conditions are likely to be ignored. Hence specific mention of conditions in the quotations must be ensured.
4. Loading/Unloading of cylinders while delivery at ICAT and return of empty cylinder from ICAT is in the scope of supplier.
5. Minimum Cylinder Rental Free period shall be for two year.
6. No cylinder Deposit shall be payable by ICAT. If the same is not acceptable, then please incorporate the cost in the item cost only. The financial evaluation will be done on the overall cost.
7. Bidder should submit all their documents as per acceptance form. The bids will be scrutinized by the ICAT evaluation committee after opening of technical/commercial bid on the basis of their eligibility criteria.
8. The Bidder shall abide by this terms & conditions of ICAT, Manesar. No other terms & conditions of the bidder are binding on ICAT, Manesar.
9. Bidders are advised to incorporate each and every cost in their price bid as per requirement laid down in this document. Addition/ Change request with respect to cost/ any condition after opening of bids will not be considered.

## **General Conditions of Contract**

### **1. DEFINITIONS AND INTERPRETATIONS**

#### **1.1 Definitions**

In these General Conditions of Contract (“Conditions”) the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

“Acceptance Tests” means the tests described as such in the Testing Plans.

“Advance Payment” means a sum equal to the amount named in Special Conditions of Contract and paid to the Contractor by ICAT by way of a mobilisation/advance payment in accordance with **Clause 27.5** [Advance Payment].

“Advance Payment Guarantee” means any or all of the guarantees to be procured in accordance with **Clause 27.3**.

“Affected Party” means a Party whose performance of its obligations under the Contract is prevented, hindered or delayed in whole or in part by reason of Force Majeure.

“Applicable Clearances” means any clearance, permit, authorisation, consent, licence (including without limitation, any import or export licences), lease, ruling, exemption, filing, agreements, or approval, required to be obtained and maintained by the Contractor from time to time, in order to complete the Works.

“Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of the Contract.

“Change” means any change to Conditions of Contract, which is instructed or approved as a Change under **Clause 24**.

“Change Order” shall have the meaning ascribed to it in **Clause 24.2.4**.

“Commencement Date” shall mean the date of execution of the Contract by the Parties.

“Commissioning Spare Parts” means those commissioning spare parts required during the commissioning of the Works.

“Completion Certificate” has the meaning ascribed to it in **Clause 22.3.2**.

“Completion of the Works” means the achievement of the criteria set out in **Clause 22.1** and “Complete” “Completed” “Completion” and “Completing” shall be construed accordingly and as certified by the Completion Certificate.

“Confidential Information” means the Contract and everything contained therein, all documentation, data, particulars of the Works and/or the Project Facility and/or the Project and technical or commercial information made by (or on behalf of) ICAT or obtained directly or indirectly from ICAT or ICAT Representative by the Contractor or which is generated by the Contractor or any subcontractor or any information or data that the Contractor receives or has access to as a result of the Contract, other than information:

- (a) which is generally available in the public domain other than by any unauthorised actions or fault of the Contractor; or
- (b) which is in the possession of the Contractor with a right to disclose;

“Contract” means the Contract Agreement, these Conditions, Special Conditions of Contract, Technical Conditions of Contract, and the further documents (if any) which are listed in the Contract Agreement and initialled by ICAT and the Contractor and includes any amendment thereto made in accordance with the provisions hereof.

“Contractor” includes (without limitation to) any person, company, firm, organisation, consortium with whom ICAT has entered into a Contract for execution of the Works and the permitted legal successors in title to the Contractor, but not any assignee of the Contractor.

“Contract Agreement” means the agreement entered into or to be entered into by the Parties and forming part of the Contract.

“Contractor's Documents” means in addition to the documents mentioned in **Clause 1.5.1**, those documents to be prepared by the Contractor under the Contract including without limitation, such technical documents specified in Technical Conditions of Contract and such data, drawings, designs, design information, calculations, schedules, specifications, plans, inspection and test plans, manuals, programmes, erection and test data and all other information and documents including all eye readable or computer or other machine readable data relating to the Execution of the Works or otherwise to performance of the Contract.

“Contractor’s Equipment” means all or any apparatus, machinery, equipment, vehicles, materials, plant, tools and all other things required for the Execution of the Works and the remedying of any defects to be provided by the Contractor but Contractor's Equipment excludes Equipment..

“Contractor's Insurances” means the insurance policies to be purchased and maintained in full by the Contractor.

“Contract Price” means the Contract Sum subject to such additions thereto or deductions there from as made in accordance with the Contract.

“Contract Sum” means the sum mutually agreed between ICAT and Contractor as the sum payable to the Contractor for the Execution of the Works in accordance with the provisions of the Contract.

“Date of Completion of the Works” means the date certified as such in the Completion Certificate in accordance with **Clause 22.1**.

“Default Interest Rate” shall be the interest rate per annum set out in Special Conditions of Contract.

“Delay Event” means any event set out at **Clause 19.3**.

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facility and/or the Works, physical encumbrances and encroachments on the Project Site

“Equipment” means any apparatus intended to be procured for the implementation of the Works which may either be manufactured indigenously or may be procured from abroad.

“Execution of the Works” means the design, procurement, supply, assembly, erection, installation, testing,

commissioning, trial runs and completion of the Works and the correction of defects in the Works and all works and things required to be undertaken pursuant to the Contract and “Executed”, “Execute” and “Execution” shall be construed accordingly.

“Execution Period” means the period beginning from the Commencement Date and ending on the Date of Completion of the Works.

“Force Majeure Period” means, the period commencing from the date of occurrence of a Force Majeure and ending on the date on which the Affected Party, acting in accordance with the Good Industry Practice, resumes or should have resumed such of its obligations the performance of which was excused in accordance with the Contract.

“Good Industry Practice” means the exercise of the highest degree of skill, diligence, prudence, safety and foresight in compliance with the undertakings and obligations under the Contract which would be expected from a skilled and experienced person engaged in the planning, design, execution, testing, implementation, operation and maintenance or supervision or monitoring thereof or any of them of works of the type, nature and scope similar to that of the Works.

“Intellectual Property” means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layouts, confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

“Liquidated Damages” means those damages provided in Special Conditions of Contract to be paid or allowed by the Contractor to ICAT as compensation pursuant to **Clause 21**.

“Maintenance Spare Parts” means the maintenance spare parts for the Equipment and includes the critical, replacement and breakdown spare parts.

“Milestone Event” means the completion of a specific activity to be achieved, which reflects progress in the Execution of the Works or the occurrence of an event in each case as identified as such in the Payment Schedule.

“ICAT” means the International Centre for Automotive Technology.

“ICAT Representative” means the person, company or firm appointed by ICAT to act as its representative for the purposes of the Contract so appointed from time to time by ICAT.

“Parties” means ICAT and the Contractor and “Party” means any one of those Parties.

“Payment Schedule” means the payment schedule described as such and set out in Special Conditions of Contract.

“Performance Guarantee” means the guarantee to be procured in accordance with **Clause 1.7.1**.

“Performance Standards” means such performance standards for the operation and maintenance of the Project Facility as may be applicable pursuant to the Contract.

“Pre- Acceptance Test” means tests described as such in the Testing Plans.

“Project Facility Insurance” means the insurance policies to be purchased and maintained in force by ICAT.

“Project Site” means that part of the site as indicated in the Special Conditions of Contract, on, under and over which the Works are to be Executed and any site to which any Contractor's Equipment- and Equipment are to be delivered and any other places as may be specified in the Contract as forming part of the Project Site.

“Punch List Items” means items of works of a minor or snagging nature which do not affect the performance of the Equipment, where agreed with ICAT, which remain incomplete at the Date of Completion of the Works.

“Quality Assurance Plan” means that plan referred to in **Clause 9.1**.

“Related Works” means works other than the Works, performed or undertaken by ICAT or other contractors or suppliers of ICAT or any contractor employed in connection with the Project Facility and/or services related thereto or by public or private utilities or by other authorities or by any Relevant Authority, either prior to, concurrently or sequentially with the Works at, on, over or adjacent to the Project Site in connection with or related to the Project Facility and which may be connected to, associated with, ancillary to or otherwise related to or relevant to the Works.

“Related Works Contractor” means any person or persons undertaking Related Works.

“Relevant Authority” includes the Department of Customs and Excise, the Ministry of Finance, the Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises or any other subdivision or instrumentality thereof, any local authority, or any authority empowered by the Applicable Laws.

“Required Insurances” means collectively the Project Facility Insurances and the Contractor Insurances.

“Required Manufacturers Warranties” means those warranties identified as such in Technical Conditions of Contract.

“Spare Parts” means the Commissioning Spare Parts and shall include such Maintenance Spare Parts as are instructed to be provided by ICAT.

“Special Conditions of Contract” means the document entitled Special Conditions of Contract as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies any special terms and conditions forming part of this Contract.

“Subcontractor” means a Subcontractor to whom a part of the Works has been subcontracted by Contractor or to whom the supply of any goods or materials or labour and services for the Works has been subcontracted as permitted under **Clause 7** and the permitted legal successors in title to such person, but not any assignee of such person.

“Tax” means all forms of taxation, duties, fees, imposts and levies including (but without limitation) income tax including withholding tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Contractor, its Subcontractors and any of their employees or ICAT (as the case may be and as set out hereunder), and the words “Taxation” and “Taxes” shall be construed accordingly.

“Technical Conditions of Contract” means the document entitled Technical Conditions of Contract, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document includes the design and /or other technical specifications for the Works.

“Termination Date” means the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.

“Testing Plans” means those plans referred to in **Clause 17.1.2** which set out the tests and inspections required to be performed by the Contractor in accordance with the Technical Conditions of Contract and the means by which the Contractor intends to conduct and satisfy such tests and inspections.

“Time for Completion” means the time for Completion of the Works as stated in Special Conditions of Contract or such time as may be varied from time to time in accordance with the Contract, calculated from the Commencement

Date.

“Training Plan” shall have the meaning assigned to it in Clause 29.2.

“Warranty” means an assurance from the Contractor for uninterrupted performance of the Equipment after the acceptance of the Equipment, as per the performance parameters specified under the Contract and includes any alteration, repair or replacement of any defective or damaged part/ design or material used for the Equipment at the cost of the Contractor over the Warranty Period for ensuring such uninterrupted performance.

“Warranty Period” means the period starting from the date of acceptance of the Equipment up to duration as stated in Special Conditions of Contract.

“Works” includes (without limitation to) the designing, manufacturing, assembling and functional testing prior to shipment, delivery, installation, integration of systems and system checking, testing and commissioning of the Equipment and supply of special tools, requisite software, supply of Spare Parts and training to the personnel, operators and mechanics of ICAT including Project Facility operations personnel and Project Facility operation trainers and necessary after sales service and maintenance support, as agreed with ICAT.

## **1.2 Interpretation**

In the Contract, unless the context otherwise requires or as otherwise expressly stated:

- 1.2.1 the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- 1.2.2 the Special Conditions of Contract and the Technical Conditions of Contract form an integral part of the Contract and will be in full force and effect as though they were expressly set out in the body of these Conditions. Terms defined in the Special Conditions of Contract, and Technical Conditions of Contract shall have the same meaning throughout the Contract;
- 1.2.3 definitions within Clauses have the meaning ascribed thereto;
- 1.2.4 metric system of measurement shall be used exclusively in the Contract.

## **1.3 Communications**

Wherever these Conditions provide for any agreement, or the giving or issuing of any consent, approval, authorisation, notice, certificate, request, determination, information or report (“communication”) from or by any Party such communication shall be valid and effectual only if:

- (i) in writing under the hands of a duly authorised representative of such Party and delivered by hand (against receipt), sent by recognised courier, registered mail, or transmitted by facsimile transmission; and
- (ii) delivered, sent or transmitted to the address for the recipient's communications as stated in Special Conditions of Contract.

## **1.4 Confidentiality**

- 1.4.1 The Contractor shall disclose to ICAT any Confidential Information and other information as ICAT may reasonably require for verifying the Contractor's compliance with the Contract. Further, the Contractor shall not, without the previous written consent of ICAT, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Subcontractors or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose

or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.

1.4.2 The Contractor shall not without the prior written permission of the ICAT Representative:

- (i) disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of ICAT in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance;
- (ii) make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and
- (iii) communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions, quantity, quality or other information, concerning the Works.

1.4.3 Any document, other than the Contract and enumerated in the Contract shall remain the property of ICAT and shall be returned (in all copies) to ICAT on completion of the Contractor's performance under the Contract, if so required by the ICAT Representative.

## **1.5 Contractor's Documents**

1.5.1 The Contractor's Documents shall mean and include the following which shall be deemed to form a part of the Contract:

- (i) Tender Document including letter forwarding the tender documents, instructions to bidders, these Conditions, and all other documents including the Special Conditions of Contract;
- (ii) Specifications of the Equipment to be furnished under the Contract in the Technical Conditions of Contract;
- (iii) Contractor's bid proposal and the documents attached thereto including the letters of clarifications thereto between the Contractor and ICAT prior to the award of the Contract except to the extent of repugnancy;
- (iv) all the materials, literature, data and information of any sort given by the Contractor along with its bid, subject to the approval of ICAT;
- (v) Letter of award and any agreed variations of the conditions of the documents and special terms and conditions of the Contract, if any; and
- (vi) such additional documents within such times and in such numbers and format as ICAT Representative may reasonably require.

1.5.2 The Contractor shall prepare all Contractor's Documents and shall submit the Contractor's Documents to ICAT Representative as may be required/ directed by ICAT Representative and /or as called for in the Contract and in numbers and format required by the Contract and/ or by ICAT Representative.

### **1.5A Conflict of Documents**

1.5A.1 In case of any inconsistency between any of the constituent documents of the Contract, the following shall be the supervening/prevaling order of priority for such documents:

- (i) Contract Agreement;
- (ii) the Special Conditions of Contract;
- (iii) Technical Conditions of Contract;

- (iv) Other Contractor's Documents;
- (v) General Conditions of Contract.

It is specifically clarified that in case of conflict between any timelines set out in these Conditions with those in the Special Conditions of Contract, those in the Special Conditions of Contract shall prevail and apply.

1.5A.2 In the event of any conflict between the above mentioned documents, the decision of the ICAT Representative shall be final and binding upon the Parties.

## **1.6 ICAT Representative's Instructions**

1.6.1 All instructions given by ICAT Representative or by any person executing delegated functions will be issued in writing and in such form as will be advised to the Contractor after the Effective Date.

1.6.2 Where the Contractor fails to comply with an instruction, ICAT may engage others to give effect to the instruction. All costs and charges incurred by ICAT in engaging others shall be paid by the Contractor to ICAT or may, without prejudice to any other method of recovery, be deducted by ICAT from any monies due to the Contractor or may be recovered as a debt due and payable to ICAT on demand.

## **1.7 Guarantees**

1.7.1 The Contractor shall, within 15 (fifteen) days from the date of receipt of the 'Letter of Acceptance', provide to ICAT the Performance Guarantee from any branch in Delhi/NCR of any Indian scheduled Bank, in a sum equal to the amount specified in Special Conditions of Contract and in the form appearing in the Tender Documents for the due observance and performance by the Contractor of the Contract and which shall be maintained by the Contractor at its own expense in full force and effect until the date set out in Special Conditions of Contract and until the completion of Warranty Period.

## **2. THE ICAT REPRESENTATIVE**

### **2.1 The ICAT Representative's duties and authorities**

The ICAT Representative shall be appointed by and shall be responsible to, ICAT and shall carry out the duties specified in, or necessarily implied from the Contract and shall exercise the authority delegated to it by ICAT. The Contractor shall take instructions, notices, communications, decisions and approvals only from ICAT Representative.

The ICAT Representative shall have no authority to amend the Contract, to release the Contractor of any of his duties, liabilities or obligations under the Contract, nor, create estoppel against it or ICAT in respect thereof, nor except as expressly provided hereunder or elsewhere in the Contract, to order any Work involving delay or any extra payment by ICAT, nor to make any variation of or in the Works nor to waive any right of ICAT under the Contract.

### **2.2 ICAT Representative's authority to delegate**

2.2.1 ICAT Representative may from time to time delegate any of its functions to assistants and may at any time revoke any such delegation. It shall notify the Contractor of the names, duties and scope of authority of such assistants. ICAT Representative may not delegate any duty or authority, and such assistants shall have no authority, to initiate any Change or to issue any certificates, notices, instructions or decisions which may lead to any increase in the Contract Sum or any extension of time.

2.2.2 Any written communication between the Contractor and any assistant of ICAT Representative shall immediately and

contemporaneously be copied by the Contractor to ICAT Representative.

- 2.2.3 Any examination, testing or similar act by any assistant of ICAT Representative, in accordance with its delegation, shall have effect as though it had been an act of ICAT Representative.

However, if the Contractor questions any communication of an assistant of ICAT Representative, the Contractor shall, not later than [7 (seven)] days after receipt of such communication, refer the matter to ICAT Representative, who shall confirm, reverse or vary such communication.

### **2.3 Duration of powers and authorities**

The powers and authorities vested in the ICAT Representative and the functions of any assistant of ICAT Representative under the Contract shall continue and be in force until the duties of ICAT Representative set out in the Contract have been fully discharged or until ICAT Representative revokes or removes the assistant's powers and authorities or until the period specified in the delegation to it expires.

### **2.4 ICAT protection**

The Parties acknowledge and agree that provisions in the Contract to the effect that work to be done under the Contract shall be carried out with the consent, non-objection or to the satisfaction of or be certified, determined, accepted, confirmed or inspected by the ICAT Representative are inserted as protection to ICAT and it is the sole responsibility of the Contractor to ensure that the Works are Executed in all respects in accordance with the Contractor's obligations under the Contract. The Contractor further acknowledges and agrees that no payment by ICAT nor any expression or implication of satisfaction or acceptance nor any action, examination, comment, rejection, confirmation, certification, determination, consent, non-objection, approval or notice by the ICAT Representative or failure to do the same shall restrict, debar, exclude or waive any claims, rights or actions whatsoever by ICAT for any breach of any such obligation by the Contractor.

## **3. COMMENCEMENT**

### **3.1 Condition Precedent**

The Contract shall become legally binding and in force only upon:

- 3.1.1 the submission of the Performance Guarantee; and
- 3.1.2 satisfaction of any other condition(s) required by ICAT.

## **4. THE PROJECT SITE**

### **4.1 Access to and possession of the Project Site**

4.1.1 Save insofar as the Contract may prescribe:

- (i) the extent of portions of the Project Site of which the Contractor is to be given access from time to time; and
- (ii) order in which portions shall be made available to the Contractor;

ICAT will, simultaneously from the Commencement Date, give to the Contractor uninterrupted access to and possession of only so much of the Project Site as may be reasonably required by the Contractor to commence and

proceed with the Execution of the Works. The Contractor represents that it shall not part with or create any Encumbrance on the whole or any part of the Project Site and shall not, without the prior written consent of ICAT, use the Project Site for any purpose other than for the purpose of the Execution of the Works and shall bear all costs and charges for any access required by it additional to those provided by ICAT.

4.1.2 The Contractor shall not be entitled to uninterrupted access to or exclusive possession of any part of the Project Site during Execution of the Works at the Project Site and the Contractor's rights of access to and possession of any part of the Project Site shall in addition be subject to:

- (i) any rights of public passage or access existing over any part of the Project Site from time to time;
- (ii) the right of ICAT, the ICAT Representative, the Related Works Contractors, and representatives of any statutory authority, to have access to:
  - (a) view the Works or any operations at the Project Site on reasonable notice; and
  - (b) visit any site or workshop where goods, materials or equipment are being manufactured, prepared or stored, on reasonable notice and during normal working hours, for the purposes of general inspection and of attending any test or investigation being carried out in respect of the same; and
  - (c) visit and use, and their staff and visitors may visit and use, any facilities provided on the Project Site for their use; and
  - (d) the Project Site at any time in an emergency situation as any of them (acting reasonably) considers necessary in the circumstances;

provided always that such persons shall comply with all relevant safety procedures.

4.1.3 The Contractor shall liaise with each of the Related Works Contractor(s) in relation to when the various portions of the Project Site will be made available to the Contractor. The Contractor shall keep the ICAT Representative fully informed as to all communications with such Related Works Contractors.

## **4.2 Unauthorised persons**

The Contractor shall be fully responsible for the presence on or around or for the entry to the Project Site or for any other act, omission, default or interference affecting the Project Site or the Execution of the Works, by or caused by any person not authorised to be on the Project Site and any such act, omission, default or interference shall not be a breach of the obligations of ICAT to provide access to the Project Site.

## **5. CONDITION OF THE PROJECT SITE**

### **5.1 Information from ICAT**

The Contractor acknowledges and agrees that any information and data on climatic, hydrological, topographical and general conditions relating to the Project Site made available to it by ICAT has been done so for the convenience of the Contractor and that the Contractor enters into the Contract based upon its own investigations and determinations.

### **5.2 Contractor to inspect**

The Contractor warrants that it has, to its complete satisfaction, examined and inspected the Project Site and its surroundings and where applicable, any existing structures or works on, over and under the Project Site and is familiar with and has satisfied itself with the Project Site conditions including the climate, topography, access to and form the Project Site, safety, availability of labour, water and electricity. No claim by the Contractor regarding

misunderstanding or misapprehension in respect of matters related to this Clause shall be maintainable.

## **6. THE CONTRACTOR**

### **6.1 The Contractor's general responsibilities**

6.1.1 Subject to and in accordance with the terms and conditions of the Contract, the Contractor shall to the satisfaction of ICAT and ICAT Representative, Execute the Works and carry out its other obligations under and/or in relation to the Contract and provide all personnel and labour, including the supervision thereof, materials, offices, workshops, tools, machinery, equipment and all other resources and things, whether of a temporary or permanent nature, required herein, and shall assume full responsibility for the same so as to meet the Time for Completion.

6.1.2 The Contractor shall at its own expense:

- (i) take full responsibility for the adequacy, stability and safety of the Works, labour, equipment and of all on-site and off-site operations and methods of manufacture, construction, and installation, commissioning, testing and reliability and acceptance procedures;
- (ii) do everything necessary (including the payment of all relevant fees) to acquire and maintain all Applicable Clearances.;
- (iii) at all times ensure that it has sufficient, suitable and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention to the Execution of the Works.

### **6.2 The Contractor's representations and warranties**

The Parties agree that the principal objective of the Contract is the timely completion of the Project Facility of which the Works form an integral part and that time is the essence of the Contract. The Contractor warrants that it is fully experienced in the planning, programming, design (to the extent required by the Contract), procurement and supply, erection, installation, testing, commissioning of equipments for the scope, complexity, size and technical sophistication of the Works and that it possesses the level of skill and expertise commensurate with such experience, upon which skill and expertise ICAT is entirely reliant and the Contractor hereby represents and warrants to ICAT that:

#### **Design (to the extent required by the Contract)**

- 6.2.1 it has satisfied itself as to, and adopts and accepts full responsibility for any design of the Works contained in and reflected by Technical Conditions of Contract;
- 6.2.2 it shall exercise in the design and specifications for the Works all the skill, care and diligence to be expected of professionals experienced in and possessing all the expertise necessary for similar projects of the size, scope, complexity and technical sophistication of the Works;
- 6.2.3 the Works have been and will continue to be designed and specified utilising state of the art systems, procedures and technology, high quality goods, materials and equipment and the high standards of workmanship and fabrication in compliance with Technical Conditions of Contract;
- 6.2.4 the Contractor further warrants that upon the Date of Completion of the Works, the Works will be in a condition which will enable ICAT to meet those Performance Standards which relate to the Works;

- 6.2.5 that it recognises that the process of producing, optimising, developing and finalising the design of the Works will require the closest consultation, co-operation and co-ordination between itself, ICAT, the ICAT Representative, any Relevant Authority and the Related Works Contractors and that it has taken account of the same in the Contract Sum.
- 6.2.6 that it is fully responsible for the integration of and for the full and complete co-ordination of the Works with the Related Works and that:
- (i) the Contract Sum is inclusive of the cost of the Contractor's compliance under this **Clause 6.2** and **Clause 13**; and
  - (ii) the Contractor has programmed and will continue to programme the Execution of the Works in such a way as to ensure its compliance with its obligations in respect of Related Works as set out in **Clause 13**.

### **Workmanship**

- 6.2.7 the Works will be Executed and defects, remedied in accordance with Good Industry Practice, using state of the art systems and technology and accepted professional standards, codes of practice and regulations, and shall meet the intents and objectives of the Contract and comply with all Applicable Laws and be in accordance with Technical Conditions of Contract and other requirements of the Contract;
- 6.2.8 the personnel to be employed by the Contractor shall be properly skilled, competent and experienced having regard to the nature and extent of the Works;
- 6.2.9 the Works and every part thereof will be complete in all parts, will be free from defects in materials and workmanship and will be in conformity with Technical Conditions of Contract;

### **Equipment**

- 6.2.10 it will ensure that the Works will comprise only Equipment which is of sound and merchantable quality and which is manufactured and prepared in accordance with the Applicable Laws and with Good Industry Practice applicable at the time of construction and/or installation;
- 6.2.11 that the Equipment, notwithstanding any acceptance by ICAT, shall where appropriate be manufactured specifically for the Contract and be new and unused, will be complete in all its parts, free from defects and will meet the requirements of the Contract and in particular, but without limiting the generality of the foregoing will be such that the Works as a whole and each and every part thereof shall meet Technical Conditions of Contract;

## **6.3 Indemnity**

- 6.3.1 The Contractor shall at all times save harmless and indemnify ICAT from and against all claims, liabilities, expenses, costs, damages and losses suffered or incurred by ICAT including consequential losses and damages which may arise out of or in connection with any defect, damage during transportation, inadequacy or unsuitability of the design, manufacture, workmanship or materials or failure to meet in any or all respects the requirements of the Contract or the remedying thereof either by the Contractor, ICAT, or by others employed by ICAT.
- 6.3.2 ICAT rights under this **Clause 6.3.2** are without prejudice to any other right which it may have whether at law or otherwise.

## **7. JV / CONSORTIUM / SUBCONTRACTOR**

### **7.1 JV / Consortium / Sub contractor**

The Contractor shall not subcontract any part of the Works without the prior consent of the ICAT Representative. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults, omissions and neglects of any Sub-Contractor, his agents, servants or workmen.

The Contractor may subcontract any part of the Works but not subcontract the whole of the Works under any circumstance. Each Subcontractor's part shall not be worth more than the percentage of the Contract Sum as specified in Special Conditions of Contract. Any company responsible for Works more than this percentage of the Contract Sum shall be a Joint Venture or Consortium Partner.

### **7.2 Subcontractor's Warranty and Assignment of Sub-Contractor's' Obligations**

The Contractor shall procure the assignment of warranties by the Subcontractor in favour of ICAT without any costs to the account of ICAT.

In respect of the work Executed, or Equipment supplied by a Subcontractor, any continuing obligation of a Subcontractor extending for a period exceeding that of the Warranty Period, shall be disclosed to ICAT Representative by the Contractor and be assignable to ICAT or its nominee. The Contractor shall ensure that the Subcontractor shall at any time, assign to ICAT, at ICAT Representative's request, such continuing obligation of a Subcontract exceeding the Warranty Period and the benefit of such obligation for the un-expired duration thereof.

### **7.3 Responsibility**

7.3.1 Subcontracting does not relieve the Contractor from any of its liabilities or obligations under the Contract.

7.3.2 The Contractor shall be fully responsible for the acts, defaults, omissions and neglects of any Subcontractor and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Contractor.

### **7.4 Subcontract Terms**

The Contractor shall procure that:

7.4.1 every Subcontractor has knowledge of the relevant terms of the Contract and provisions in the Contract relating to confidentiality and each Subcontract entered into by the Contractor shall be let on such terms and conditions as are reasonably necessary for the Contractor to ensure compliance with its obligations under the Contract;

7.4.2 the Subcontractor provides like warranties and indemnities as given by the Contractor to ICAT.

## **8. SUFFICIENCY OF THE CONTRACT SUM**

The Contractor shall be deemed to have satisfied itself before entering into the Contract as to the correctness and sufficiency of the Contract Sum and of the rates and prices. The Contract Sum is a lump sum fixed price and will not be adjusted save as expressly provided in the Contract.

## **9. QUALITY ASSURANCE PLAN**

9.1 The Contractor shall within 30 days (thirty days) from the Commencement Date submit a Quality Assurance Plan. The Contractor shall also submit to the ICAT Representative all inspection / test reports and processes and quality

standards which are adhered to while manufacturing of Equipment as per Quality Assurance Plan at least 15 (fifteen) days before the pre-acceptance Date.. ICAT Representative or its nominee or any other person designated by ICAT may inspect / witness the manufacturing processes and other information provided by the Contractor as mentioned in the Quality Assurance Plan. The Contractor agrees that neither the submission of Quality Assurance Plan nor the submission of quality / test certificate releases the Contractor from any of its responsibilities, obligations, or liabilities (including repair or replacement of any Equipment or part of the Works damaged during the carrying out of any Tests) under the Contract.

9.2 The Contractor shall at its own cost provide all access, assistance and facilities to enable ICAT Representative to verify the implementation of the Quality Assurance Plan.

## **10. SPARE PARTS**

10.1 The Contractor shall be responsible, at its own cost, for the provision of the Spare Parts. Such cost shall include all costs such as customs duty for imported Spare Parts, left behind items, replacement or breakdown spare parts as well as costs for storage and insurance costs in relation to the maintenance of the Spare Parts in storage.

10.2 The Contractor shall ensure that:

- (i) as at the Completion of the Works, there is a full complement of Spare Parts safely stored and packed in accordance with the Contract.
- (ii) if a Maintenance Spare Part is used by the Contractor during the commissioning/ Acceptance Tests due to shortage of Commissioning Spare Parts, the Contractor shall immediately replace, at his own cost, the Maintenance Spare Parts to ensure a full complement of Maintenance Spare Parts at the end of commissioning/ Acceptance Tests.

10.3 The Contractor warrants the performance of all Maintenance Spare Parts for period that expires on the later of:

- (i) the manufacturer's warranty period for the applicable Maintenance Spare Parts.; and
- (ii) the Warranty Period.

The Contractor shall revise and update any list of Spare Parts in accordance with the instructions of the ICAT Representative, and a list of Spare Parts shall be submitted to the ICAT Representative before the Pre-commissioning of any part of the Works to which such Spare Parts relate.

10.4 Where the Contractor is to supply the Spare Parts in accordance with this Clause 10.4 without prejudice to the foregoing, the Spare Parts shall be delivered to ICAT in accordance with the Contract and without prejudice to **Clause 14** the packing and storage of the Spare Parts shall be in accordance with the Contract.

## **11 ENVIRONMENTAL COMPLIANCE**

The Contractor shall comply with all environmental requirements stipulated in the Contract and with all Applicable Laws and regulations having application to the Project Facility, including but not limited to standards for noise and vibration levels and airborne and waterborne pollutants.

## **12. ELECTRICITY, WATER**

### **12.1 General arrangements**

12.1.1 The Contractor shall be responsible for making all its arrangements, for and paying all charges in connection with the supply and consumption of electricity and water and the disposal of sewage and other waste as may be necessary for

the Execution of the Works up to the date of issue of the Completion Certificate for the Works.

- 12.1.2 Without absolving in any manner, the responsibility of the Contractor to make arrangements for supply of water and electricity necessary for the Execution of the Works, electricity and water for the purpose of construction, erection, testing and commission may be provided by ICAT at a convenient point within the Project Site to enable the Contractor to carry on its obligations under this Contract without any hindrance, on chargeable basis.

### **13. RELATED WORKS**

#### **13.1 Acknowledgement**

The Contractor acknowledges that Related Works shall be performed and that it is of paramount importance that the Execution of the Works are fully and completely co-ordinated with the Related Works in view of their concurrent and sequential nature and that such coordination is of the utmost importance to the successful integration of the Works with the Related Works and to the timely completion of the Project Facility and the avoidance of unnecessary duplication of efforts. The Contractor agrees that it shall take all necessary steps to coordinate with the Related Works Contractors for the integration of the Works and the Related Works.

#### **13.2 Failure to co-ordinate**

In the event that the Execution of the Works and execution of the related works are not being co-ordinated and integrated to the reasonable satisfaction of ICAT, ICAT may issue such instructions as are necessary including, but not limited to:

- 13.2.1 suspending the progress of the Execution of the Works or any part thereof; and/or
- 13.2.2 changing the Works including the omission of work from the Contract and its execution by others.

For the avoidance of doubt, where ICAT acting reasonably, determines that an instruction under this Clause 13.2.2 is required as a result of a breach by the Contractor of its obligations under this Clause 13.2.2, the Contractor shall not be entitled to any payment whatsoever in respect of any such instruction or to any extension of time in respect thereof and the costs to ICAT of such instruction including the cost of any such suspension, or removal and execution by others shall, without prejudice to ICAT's other rights under the Contract, be deducted from the Contract Sum.

#### **13.3 Contractor to bear costs**

The Contractor shall bear all costs and expenses associated with any Change or remedied work rendered necessary for the Execution of the Works or the work of any Related Works Contractor as a result of any failure on the Contractor's part to comply with the provisions of this Clause. Subject always to this Clause 13.3, if in the opinion of ICAT Representative any cost is or is likely to be incurred as a result partially of a failure by the Contractor and partially as a result of a failure by a Related Works Contractor, then in the event that the Contractor and the Related Works Contractor are unable to agree on the apportionment of such costs between them, the ICAT Representative may instruct the Contractor to make a Change or carry out any repair it deems necessary and, notwithstanding the provisions of **Clause 24** in valuing such Change or repair, it shall be entitled to make what it, in its absolute discretion considers a fair reduction, in any payment to the Contractor to reflect its assessment of the Contractor's responsibility for the necessity to make such Change or repair as a result of the Contractor's failure to comply with the requirements of this **Clause 13**.

#### **13.4 Contractor's indemnities**

The Contractor shall indemnify and keep indemnified ICAT against all claims, proceedings, damages, costs, losses, charges and expenses of any nature whatsoever including any

consequential losses or damages arising from the Contractor's failure to comply with its obligations under this **Clause 13**.

## **14. DELIVERY TO THE PROJECT SITE**

### **14.1 Delivery to the Project Site**

14.1.1 The Contractor supplying indigenously manufactured Equipment shall at its own risk and expense, be fully responsible for the proper packing, marking, loading, delivery up to Project Site, insurance, freight costs, interface management, detailed design, detailing, coordination, value engineering, specialist system procurement, provision, erection and/or installation, testing, commissioning, documentation, training, defects rectification and its related works. In case of imported equipment it will depend on the delivery terms.

14.1.2 When marking any Equipment, , the Contractor shall be responsible for ensuring that such Equipment and any part thereof and their transportation containers are properly marked and consigned.

### **14.2 Packing List**

A packing list itemising the contents of each case shall be enclosed in each package. A copy of the packing list, together with despatch details shall be provided forthwith by the Contractor upon despatch to the ICAT Representative. The Contractor supplying indigenously manufactured Equipment shall provide all attendance, handling and transport up to and including off-loading into the appropriate Project Site storage area.

### **14.3 Importation**

The Contractor shall be responsible at its own cost for obtaining any Applicable Clearances necessary for the export of Equipment, from the country of origin.

### **14.4 Customs Clearance**

ICAT will obtain the necessary customs clearance for the Equipment being imported.

### **14.5 Documents**

Upon despatch of each shipment of significant items of Equipment, the Contractor shall notify the ICAT Representative by facsimile or email of the description of the Equipment and the point and means of the despatch and the estimated time and point of delivery and the Contractor shall furnish ICAT with all relevant documentation in respect of such Equipment, including without limitation:

14.5.1 oceanbills of lading / Airway bill (these must be a full set of “clean on-board” bill of lading.);

14.5.2 commercial invoices;

14.5.3 packing lists;

14.5.4 certificate of origin;

14.5.5 inspection and pre-acceptance test certificate;

14.5.6 customs declaration details.

## **15. OWNERSHIP OF EQUIPMENT AND OTHER PROVISIONS**

### **15.1 Passing of property**

15.1.1 Equipment supplied or to be supplied pursuant to and in compliance with the terms of the Contract shall become the property of ICAT at whichever is the earliest of the following times:

- (i) when any sum is included in a Certificate of Payment in respect thereof; or
- (ii) for Equipment manufactured indigenously when such Equipment is delivered to the Project Site pursuant to the Contract and for imported Equipment based on delivery terms.

15.1.2 Equipment in which property has passed to ICAT shall be in the care and possession of the Contractor solely for the purposes of the Works and shall not be within the ownership or disposition of the Contractor. Notwithstanding the ownership of the Equipment in accordance with Clause 15.1.1 the responsibility for care and custody together with the risk of loss or damage of such Equipment remains with the Contractor pursuant to Clause 31.5.1.

### **15.2 Marking of Equipment**

Where the property in Equipment passes to ICAT, the Contractor shall so far as is practicable and it has not done so previously, set the same aside and mark the same as the property of ICAT. The Contractor shall procure that the ICAT Representative at any time upon reasonable notice may inspect any Equipment which have become the property of ICAT and shall grant to the ICAT Representative or procure the grant of access to the Contractor's premises for such purposes or any other premises where such Equipment may be located.

### **15.3 Exclusion of Lien**

Neither the Contractor or a Subcontractor nor any other person shall have a lien on or other property interest in any Equipment which have vested in ICAT under this Clause 15 for any sum due or accepted due to the Contractor, Subcontractor or other person and the Contractor shall take such steps as may be necessary to ensure that the title of ICAT and the exclusion of such lien and other property interest are brought to the express notice of Subcontractors and other persons dealing with or transporting any such Equipment.

### **15.4 Delivery of Equipment upon Termination**

Upon Termination or upon termination of the performance of the whole or any part of the Works before Completion of the whole of the Works, the Contractor shall deliver Equipment to ICAT, the property in which has vested in ICAT by virtue of this Clause 15. If it shall fail to do so ICAT may enter any premises of the Contractor, any Subcontractor or other person or any off site place of manufacture or source of Equipment (and the Contractor hereby grants ICAT the necessary licence to do so and undertakes to procure the same right for ICAT from all Subcontractors and other persons as the case may be) and seize such Equipment and recover the expense involved in so doing from the Contractor.

### **15.5 Manufacturer's warranties**

Without prejudice to the Contractor's obligations and liabilities under the Contract, the Contractor must obtain for ICAT, from the respective manufacturers, legally enforceable warranties for the Equipment which shall ensure to the benefit of ICAT for the entire term of the warranties.

## **15.5 Contractor's Equipment**

- 15.5.1 All Contractor's Equipment provided by the Contractor or its Subcontractors shall, when brought on to the Project Site, be deemed to become the property of ICAT in the event of Termination of Works on account of default of the Contractor and to be exclusively intended for the Execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Project Site to another, without the consent of the ICAT Representative. Provided that such consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment to or from the Project Site.
- 15.5.2 The Contractor shall upon written request by the ICAT Representative produce to the ICAT Representative all documents evidencing title to or the contractual basis of the Contractor's right to use any item of Contractor's Equipment. In the event of failure to comply with such a request within 7 (seven) days, without prejudice to any other rights or remedies available to ICAT, ICAT may withhold any payments otherwise due to the Contractor in accordance with the Contract.
- 15.5.3 In case of import of any Contractor's Equipment necessary for the Execution of the Works, the Contractor shall be solely responsible for (without limitation to) its transportation, importation, customs clearances and re-exports.

## **15.6 ICAT not liable for damage**

ICAT shall not at any time be liable for the loss of or damage to any of the Contractor's Equipment.

## **15.7 Conditions of hire of Contractor's Equipment**

- 15.7.1 With a view to securing, in the event of Termination, the continued availability, for the purpose of Executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Project Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner will, on request in writing made by ICAT within [7 (seven)] days after the Termination Date and on ICAT undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to ICAT on the same terms in all respects as the same was hired to the Contractor, save that ICAT shall be entitled to permit the use thereof by any other contractor employed by it on occasion of the Contractor's termination.
- 15.7.2 The Contractor shall upon request made by the ICAT Representative at any time in relation to any item of hired Contractor's Equipment immediately notify to the ICAT Representative in writing the name and address of the owner thereof and shall certify that the contract for the hire thereof contains a provision in accordance with the requirements of Clause 15.7.1. The Contractor shall also upon request as aforesaid give a like notification (but without certification) in regard to any Contractor's Equipment held under a contract of hire purchase thereof.
- 15.7.3 In the event of ICAT entering into any agreement for the hire of Contractor's Equipment pursuant to Clause 15.7.1 all sums properly paid by ICAT under the provisions of any such agreement and all costs incurred by it (including stamp duties) in entering into such agreement shall be deemed to be part of the costs of Executing the Works.

## **15.8 Hire purchase payments by ICAT**

ICAT, shall in order to avoid seizure by the owner of any Contractor's Equipment held under a contract of hire purchase thereof, be entitled to pay to such owner the amount of any overdue instalment or other sum payable under any contract for hire purchase and in the event of its doing so any amount so paid by ICAT shall be a debt due from the Contractor to ICAT and may be deducted by ICAT from any monies due or that may become due to the Contractor under the Contract or may otherwise be recovered by ICAT from the Contractor.

## **15.9 Re-export of Contractor's Equipment**

In respect of any Contractor's Equipment which the Contractor imports for the purpose of the Execution of the Works, the ICAT Representative may use its reasonable endeavours to assist the Contractor if so requested and to the extent it is able to do so in procuring any Applicable Clearances for the re-export of such Contractor's Equipment by the Contractor upon the removal thereof as aforesaid.

#### **15.10 Approval not implied**

The operation of this Clause 15 shall not be deemed to imply any approval by the ICAT Representative of the Contractor's Equipment or any part thereof, or other matters referred to therein nor shall it prevent the ICAT Representative's right to order the removal of any such Contractor's Equipment or part thereof, at any time.

#### **15.11 Incorporation of Clause into Subcontracts**

The Contractor shall, where entering into any key or major subcontract for the Execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause 15 in relation to plant, equipment and tools and temporary works brought on to the Project Site by the Subcontractor.

#### **15.12 Revesting and removal of Contractor's Equipment**

Upon removal of any Contractor's Equipment which have been deemed to become the property of ICAT under Clause 15.5 with the ICAT Representative's consent, as aforesaid, the property therein shall be deemed to re-vest in the Contractor and upon Completion of the Works the property in the remainder of such Contractor's Equipment as aforesaid shall, subject to the termination provisions of the Contract, re-vest in the Contractor who shall remove the same. If the Contractor shall fail to remove any Contractor's Equipment as aforesaid within such reasonable time after Completion of the Works as may be allowed by the ICAT Representative or should fail to comply with its obligations under Clause 34.3, ICAT may:

15.12.1 sell any such Contractor's Equipment ; or

15.12.2 return any hired Contractor's Equipment at the Contractor's expense to the person, firm or company from whom such Contractor's Equipment was hired by the Contractor

and after deducting from any proceeds of sale the cost, charges and expenses of and in connection with such sale and in connection with such return as aforesaid, ICAT shall, subject to any right of set-off, pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale or return are insufficient to meet all such costs, charges and expenses the excess shall be a debt due from the Contractor to ICAT and shall be deductible or recoverable by ICAT accordingly as aforesaid.

### **16. LABOUR AND CONTRACTOR'S PERSONNEL**

#### **16.1 Labour Compliances**

16.1.1 In the employment of labour for the Execution of the Works the Contractor shall comply and shall require its Subcontractors to comply without limitation, with all requirements of any Applicable Law relating to the employment of workmen or any subsequent modification or re-enactment thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

### **16.1.2 Medical Facilities at Project Site:**

The Contractor shall, at its own cost, provide first aid and medical facilities, at the Project Site as may be prescribed by the ICAT Representative, on advice of medical authority in relation to the strength of the Contractor's staff and workmen employed on the Works, directly or through petty contractors or Sub-Contractors.

### **16.2 Contractor to indemnify**

The Contractor shall indemnify ICAT against any claim for legal action arising out of the Applicable Laws due to the failure of non-compliance of the provisions of the Applicable Laws which arise out of or in connection with the employment of any labour for the Execution of the Works and penalty or any other amount levied by the authorities from ICAT, shall be recoverable from the payments due to the Contractors or from the security deposit or both, as debt due and payable on demand.

### **16.3 Engagement of Labour**

The Contractor shall make its own arrangements for the engagement of all labour, local and otherwise, skilled, semi-skilled and unskilled, as may be required for the proper and timely Execution of the Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to the Applicable Laws.

### **16.4 Project Site records and returns**

The Contractor shall maintain and keep at the Project Site, wage books and time sheets showing the wages paid to and time worked by all labour employed by the Contractor and its Subcontractors in and about the Execution of the Works or any part thereof and all records, forms, declarations, registers, notices, and copies of filings made with labour authorities as are required to be maintained by the Contractor pursuant to the Applicable Laws and the Contractor shall produce such wages books, time sheets and records for inspection by ICAT Representative.

### **16.5. Contractor's Personnel**

#### **16.5.1 General**

The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention to the Execution of the Works.

#### **16.5.2 The Contractor's Project Organisation Chart**

16.5.2.1 The Contractor's Project Organisation Chart to be submitted by the Contractor to the ICAT Representative shall show the proposed organisation to be established by the Contractor for carrying out the Works and shall be consistent with the Contractor's project organisation chart submitted with the Tender submission. The chart shall evidence that the Contractor has the requisite organisation in place and that it has designated and proposed suitable persons as Key Personnel, whose identities and bio-data it shall include with the Contractor's Project Organisation Chart, to supervise the Execution of the Works and to deal with ICAT or the ICAT Representative as appropriate.

16.5.2.2 The Contractor shall promptly notify the ICAT Representative of any proposed revision or alteration of the Contractor's Project Organisation Chart.

#### **16.5.3 Key Personnel**

16.5.3.1 The ICAT Representative shall be entitled to interview any or all of the persons designated and proposed as

Key Personnel before deciding whether or not to consent to their appointment. If ICAT interviews any of the proposed Key Personnel, ICAT shall be deemed to consent to such Key Personnel if it makes no objection within [3 (three)] days of the interview of the last proposed person to be interviewed. If ICAT objects to any of the proposed Key Personnel within such 3 (three) day period, then the Contractor must nominate a replacement or replacements, as applicable within [7 (seven)] days and this Clause 16.5.3.1 applies to such nomination.

16.5.3.2 The Key Personnel are to be engaged throughout the period of the Contract and shall include suitably qualified and experienced personnel for one or more of the positions as set out in the Special Conditions of Contract.

#### **16.5.4 Technical Assistants**

16.5.4.1 The Contractor and, where appropriate any Subcontractor shall provide and employ in connection with the Execution of the Works only such engineers and technical assistants as are skilled and experienced in their respective callings and such engineers, managers, sub-representatives, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.

#### **16.5.5 Removal of Contractor's employees**

The ICAT Representative may object to and require the Contractor to immediately remove from the Works at the Contractor's expense any person employed by the Contractor or its Subcontractors in relation to the Works and such person shall not be employed again upon the Works without the written permission of the ICAT Representative. Any person so removed from the Works shall, unless the ICAT Representative specifies otherwise, be replaced, at the Contractor's expense as soon as possible by a competent substitute approved by the ICAT Representative.

### **17. TESTING**

#### **17.1 General**

17.1.1 All materials and workmanship shall be of the respective kinds and standards described in the Contract and in accordance with ICAT Representative's instructions and shall be subjected from time to time to such tests as provided for in the Contract. The Contractor shall provide such assistance, instruments, machines, consumables and artificial loads and labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as set out in the Testing Plans.

17.1.2 The Testing Plans shall be submitted to ICAT Representative in the manner stated in the Contract or as otherwise directed by ICAT Representative.

17.1.3 ICAT Representative or its nominee and any other person designated by ICAT may attend and witness the Equipment at any manufacturing stage.

17.1.4 The Contractor agrees that neither the execution of any test nor the issue of any test certificate releases the Contractor from any of its responsibilities, obligations, or liabilities (including repair or replacement of any Equipment or part of the Works damaged during the carrying out of any Tests) under the Contract.

#### **17.2 Testing Costs**

The cost of making any test or inspection under the Contract shall be borne by the Contractor if such test or inspection is intended by or provided for in the Contract or should have reasonably been anticipated by the Contractor as likely to be required including any costs relating to accommodation and travel incurred by the ICAT personnel for such test/inspection..

Save, as aforesaid, where any test is ordered by the ICAT Representative which is neither intended nor provided for by the Contract nor could reasonably have been anticipated by the Contractor, then the cost of such test shall be borne by the Contractor if the test shows any workmanship or Equipment not to be in accordance with the Contract or the ICAT Representative's instructions, or if the test was required as a result of any failure of the Contractor to comply with its obligations under the Contract.

### **17.3 Pre- Acceptance Tests and Project Site Tests**

17.3.1 The Contractor must:

- (i) procure the carrying out of the Pre-acceptance Tests and the Project Site Tests; and
- (ii) not allow an item of Equipment to be transported to the Project Site unless it has successfully completed the Pre- Acceptance Tests .

17.3.2 Within [7 (seven)] days of completion of any Pre- Acceptance Tests or the Project Site Tests, the Contractor must give the ICAT Representative a report of the test results in a form approved by the ICAT Representative.

17.3.3 The ICAT Representative may, within [7 (seven)] days of receipt of a report produced in accordance with **Clause 17.3.2**, give the Contractor a notice that it considers:

- (i) such report is deficient in any way, and that it directs the Contractor to correct and re-submit the report and the Contractor must re-submit the report;
- (ii) in its reasonable opinion, that the Contractor has failed the test; or
- (iii) that the relevant test has been successfully performed.

17.3.4 If, in the reasonable opinion of the ICAT Representative, the Equipment/ Works fail any Pre-Acceptance Test or Project Site Test (as applicable), the Contractor must:

- (i) give the ICAT Representative notice of the cause of the failure and the remedial action to be taken;
- (ii) remedy the cause of the failure; and
- (iii) reschedule, re-perform and report on results of the test in accordance with this **Clause 17.3**.

### **17.4 Pre-Acceptance Tests**

The Contractor shall carry out the Pre-Acceptance Tests of each Equipment in the presence of ICAT representative as per the agreed plan prior to the shipment of the Equipment, at the Contractor's site.

### **17.5 Acceptance Tests**

The Contractor shall carry out the Acceptance test of each Equipment in presence of ICAT Representative as per the agreed plan with the ICAT Representative after the completion of commissioning of the Equipment, at the Project Site.

## **18. TIME FOR COMPLETION**

The Contractor shall Complete the Works within the Time for Completion or such other time as may be determined in accordance with **Clause 19**.

## **19. EXTENSION OF TIME FOR COMPLETION**

### **19.1 Contractor's notice of event likely to cause delay**

The Contractor shall closely monitor the progress of the Works and shall give written notice to ICAT Representative, with a copy to ICAT:

- 19.1.1 as soon as it can foresee any incident, circumstance and/or event of any nature affecting or likely to affect the progress of the Works such that the Completion of the Works will be or is likely to be delayed; or
- 19.1.2 should it have been unable to foresee such a incident, circumstance and/or event, then as soon as it becomes aware of the commencement of the incident, circumstance and/or event which has affected or is likely to affect the progress of the Works such that Completion of the Works will be or is likely to be delayed.

### **19.2 Reasons for delay and extension of time**

It shall be a condition precedent to any extension of time by ICAT under any provision of the Contract, that in respect of each and every incident, circumstance or event identified in the notice given in accordance with **Clause 19.1**, the Contractor shall, as soon as possible after such notice but in any event not later than [30 (thirty)] days after such notice or such longer period as ICAT Representative may in its absolute discretion determine, notify ICAT Representative in writing of any factors and the relevant Contract provision which it considers may entitle it to claim an extension of time together with a statement, providing details, reasons, explanation and any further substantiation for the delay.

### **19.3 Delay Events**

Subject to the other provisions of this **Clause 19**, the Contractor will only be entitled to an extension of the Time for Completion where a delay to the achievement of Completion is caused by:

- 19.3.1 the Contractor not being given access to the Project Site or any part thereof ; or
- 19.3.2 a Change instructed other than where such Change is instructed as a consequence of any default or breach of the Contract by the Contractor; or
- 19.3.3 any act, omission, default or breach by ICAT; or
- 19.3.4 a Force Majeure Event.

### **19.4 ICAT Representative to determine extension**

Subject always to proper compliance by the Contractor with the provisions of this **Clause 19**, ICAT Representative shall determine any extension of the Time for Completion and shall notify ICAT and the Contractor accordingly.

### **19.5 Compliance**

- 19.5.1
  - (i) the Contractor shall constantly use its reasonable endeavours to prevent and/or minimise delay in the progress of the Works, howsoever caused, and to prevent Completion of the Works being delayed or further delayed beyond the Time for Completion and the Contractor shall not be entitled to an extension of time in respect of any cause of delay nor for any period of delay which by the exercise of reasonable endeavours could be avoided or reduced (to the extent that such could have been reduced). The onus of proving that the Contractor has exercised all reasonable endeavours, and that despite such endeavours, the delay could not be avoided or reduced, shall in all cases rest with the Contractor;
  - (ii) the Contractor shall not under any circumstances be entitled to an extension of time where the delay or likely

delay is, or would be, attributable to the default, breach, negligence, improper conduct or lack of endeavour of the Contractor or any persons for whom it is contractually or otherwise responsible;

- (iii) the Contractor shall have kept and maintained such records (including those referred to in the notices under this **Clause 17 [Extension of Time for Completion]** as may be reasonably necessary to support any claim for an extension of time it may subsequently wish to make;

19.5.2 The ICAT Representative shall not be obliged to take into account any circumstances which are not notified to it in accordance with the periods referred to in this **Clause 19** but may upon the written request of the Contractor extend the said periods if it considers the request for such extension reasonable.

## **20. PROCEDURE FOR CLAIMS**

### **20.1 Notice of claims**

If the Contractor considers that it may have grounds to claim any additional payment or any extension of time pursuant to any Clause of the Conditions or otherwise, it shall in addition to compliance with any other procedure or obligation in relation thereto, give notice to the ICAT Representative, with a copy to ICAT, within fourteen [14 (fourteen)] days after the event giving rise to the claim has first arisen. The notification shall include details of the clause under which the claim is made, the circumstances in which the claim arises and details of the records that the Contractor will maintain to substantiate the amount of its claim.

### **20.2 Substantiation of claims**

Within [28 (twenty eight)] days, or such lesser time as may be reasonably required by the ICAT Representative, of giving notice under Clause 20.1, the Contractor shall send to the ICAT Representative an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the ICAT Representative may reasonably require, send further interim accounts detailing the aggregate amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the ICAT Representative, the Contractor shall send a final account within [28 (twenty-eight)] days of the end of the effects resulting from the event. The Contractor shall, if required by the ICAT Representative so to do, copy to ICAT all accounts sent to the ICAT Representative pursuant to this Clause 20.2.

## **21. LIQUIDATED DAMAGES**

### **21.1 Liquidated Damages**

21.1.1 If the Contractor fails to Complete the Works in accordance with the Contract so that the Date of Completion of the Works has not occurred within the Time for Completion or in the event the Contractor defaults or is in breach of any of its obligations under the Contract or the Contractor is non-compliant with or negligent in relation to any condition specified under the Contract, then the Contractor shall pay or allow to ICAT Liquidated Damages for such default/ breach/ delay/ non-compliance which is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by ICAT, for every day which shall elapse between the Time for Completion and the date stated in the Completion Certificate as being the Date of Completion of the Works or for every day for which such breach or default (if capable of remedy as determined by the ICAT Representative) continues till the date of remedy. Provided always that the aggregate liability of the Contractor for Liquidated Damages under this **Clause 21.1** shall not exceed the percentage of the Contract Sum as specified in Special Conditions of Contract.

21.1.2 The payment of Liquidated Damages does not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.

21.1.3 For the avoidance of doubt and without prejudice to any continuing obligations of the Contractor under the Contract or

otherwise, the issue of any Completion Certificate does not relieve the Contractor in respect of Liquidated Damages which have accrued up to the date of such Completion Certificate, but which have not yet been paid by the Contractor.

## 21.2 Genuine Pre-estimate of Damages

The Parties recognise the expense and inconvenience likely to be incurred from any need to prove the loss and damage that will be suffered by ICAT in the event of a failure by the Contractor to achieve Completion of the Works by the relevant Time for Completion or for breach or omission or non-performance of any obligation/ condition by the Contractor under the Contract. The Parties acknowledge that the Liquidated Damages is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by ICAT in the event of any such failure on the part of the Contractor.

## 22. Completion of Works

22.1 The Date of Completion of the Works shall be the date upon which the following criteria have been satisfied or waived in writing by ICAT at its sole discretion:

- (i) the Execution of the Works, other than the performance of obligations to be performed during the Warranty Period, has been completed in accordance with the Contract, save in respect of the Punch List Items;
- (ii) all outstanding work which ICAT Representative requires to be completed before issue of the Completion Certificate, has been satisfactorily completed;
- (iii) the Contractor has been issued the acceptance certificate post the completion of the Acceptance Tests; and
- (iv) all the training obligations of the Contractor to be performed during the Execution Period have been satisfactorily completed in accordance with the Contract;
- (v) the Contractor has provided to the ICAT Representative any amendment or update of any information and documentation, which is required by the ICAT Representative;
- (vi) any Spare Parts and other items which the Contractor is required to supply and deliver to ICAT in accordance with the Contract and which were used or consumed during the any of the tests mentioned in the Contract have been replaced by the Contractor at its own cost.

22.2 The Contractor acknowledges that until the Works are Complete, ICAT shall not be able to commence the Project Facility operations.

## 22.3 Application for and issue of the Completion Certificate

22.3.1 The Contractor shall make a written application to ICAT Representative with a copy to ICAT for a Completion Certificate no later than [2 (two)] days of from the conclusion of the Acceptance Tests. Such application shall be accompanied by an undertaking to finish any outstanding work in accordance with **Clause 22.3.2**.

22.3.2 ICAT Representative shall, within [7 (seven)] days after receiving the Contractor's application in accordance with **Clause 22.3.1** issue the Completion Certificate to the Contractor with a copy to ICAT and ICAT stating the date upon which the Works achieved Completion and specifying any outstanding work, if any, which the Contractor is required to complete and the period or periods within which such work is required to be completed, such work to include:

- (a) the Punch List Items; or
- (b) any other outstanding work notified to the Contractor by ICAT Representative.

#### **22.4 Completing Punch List Items and any other outstanding works**

- 22.4.1 During the Acceptance Tests, the Contractor shall provide in writing to ICAT Representative reasonable notice of its reasonable requirements with respect of access to and use of the Works for the carrying out of:
- (i) the outstanding Works including any Punch List Items specified in the Completion Certificate;
  - (ii) any rectification, repair or replacement of any items in accordance **Clause 23.1**.
- 22.4.2 ICAT shall use reasonable endeavours to secure such access for the Contractor. When carrying out such work the Contractor shall comply with all reasonable instructions of ICAT with regard to the safety of the Works and the ongoing performance by ICAT of its obligations and shall complete the work in such manner that, so far as reasonably practicable, does not prevent, hinder or otherwise interfere with the performance of ICAT of its obligations and the exercise of its rights during the Project Facility operations period.
- 22.4.3 The Contractor shall complete any Punch List Items specified in the Completion Certificate within the time instructed reasonably by ICAT Representative.

#### **23. WARRANTY PERIOD**

- 23.1 The ICAT Representative shall have the right, but not the obligation, to instruct the Contractor in writing to Execute all such work of repair, amendment, replacement of any parts of the Equipment, rectification of defects, imperfections or other faults in the Works and any part thereof, as the case may be, at any time during the Warranty Period.
- 23.2 All such work instructed under **Clause 23.1** shall be carried out by the Contractor at its own expense.
- 23.1.3 At all times during the Warranty Period ICAT shall be fully entitled to Execute all work of repair, amendment, replacement of any parts of the Equipment, rectification of defects, imperfections or other faults in the Works and any part thereof, as the case may be, by its own workmen or by other contractors and if the necessity thereof shall in the opinion of the ICAT Representative be due to the use of materials or workmanship not in accordance with the Contract or the neglect or failure on the part of the Contractor, ICAT shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

#### **23.2 Continuing Obligations**

- 23.2.1 Notwithstanding the expiry of the Warranty Period the Contractor shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the expiry of the Warranty Period which remains unperformed upon the expiry of the Warranty Period and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the Parties.
- 23.2.2 Notwithstanding the expiry of the Warranty Period and / or maintenance contract if any, the Contractor shall provide necessary Spare Parts, sales, services and support for the performance of the Equipment on payment basis to be mutually agreed to between the Contractor and ICAT Representative.

#### **23.3 Maintenance Obligations**

- 23.3.1 The Contractor shall take full responsibility for the maintenance and upholding of the permanent structures at the Project Site and the site offices (if any) used by the Contractor during the Warranty Period.

23.3.2 The Contractor shall ensure that its maintenance obligations are performed in such a manner as will permit the proper performance by ICAT in its operation of the Project Facility and so as not to affect the activities of the Project Facility users.

## **24. CHANGES**

### **24.1 General**

24.1.1 The Contractor shall not carry out any Change except as directed by ICAT Representative. The ICAT Representative shall have the power to, from time to time, for the Execution of the Works, to instruct the Contractor, by notice in writing to carry out Changes without prejudice to the Contract.

24.1.2 The Contractor acknowledges and accepts that no Change shall in any way vitiate or invalidate the Contract.

24.1.3 Subject to the terms of this **Clause 24**, the Contractor will be required to perform any Change howsoever initiated and be bound by the same conditions as far as applicable, as though the said Changes occurred in the Contract.

24.1.4 ICAT Representative reserves the right to increase or decrease the quantities of items under the Contract but without any change in the unit price for such item. Such a Change in the quantity shall not be subjected to any limitations for the individual items but the total Change for all such items shall be limited to the estimate (if any) provided.

### **24.2 Procedure for Changes**

24.2.1 ICAT Representative has the right to initiate a Change at any time by either:

- (i) instructing in writing a Change Order in which case the Contractor shall comply with **Clause 24.2**; or
- (ii) issuing a written notice proposing a Change (a “Change Notice”).

24.2.2 Within [14 (fourteen)] days of receipt of a Change Notice, the Contractor shall provide to ICAT Representative a written statement setting out detailed particulars of any effect the proposed Change would have on the Works and Related Works and/or on any other provisions of this Contract if the proposed Change is effected (a “Change Notice Response”).

24.2.3 Following receipt of a Change Order, the Contractor must immediately implement the Change subject to the following terms:

- (i) the Contract Sum will, be amended in accordance with the principles to be mutually agreed between ICAT and the Contractor;
- (ii) any extension of time will be determined and ICAT Representative is entitled to take account of the Contractor's estimate (if any) when determining such extension of time;
- (iii) these Conditions (as amended from time to time) will apply to the Change as though it formed part of the Works.

24.2.4 Following receipt of a Contractor's Change Notice Response, ICAT Representative may either:

- (i) issue a written Change Order to the Contractor, on such terms and conditions as ICAT Representative may deem appropriate; or
- (ii) withdraw the Change Notice.

The Contractor shall not be entitled to any costs or extension of time as a result of preparing a Change Notice Response.

24.2.5 If:

- (i) the Contractor fails to comply with its obligation under **Clause 24.2**; or
- (ii) if the ICAT Representative rejects the information provided by the Contractor pursuant to **Clause 24.2** ;

ICAT shall be entitled, following notification to the Contractor, to engage a third party to perform the Change, in which case the Contractor shall cooperate fully with any such third party.

### 24.3 Contractor's Changes

24.3.1 The Contractor may, from time to time during its performance of the Contract, propose to ICAT Representative any Change which the Contractor considers:

- (i) necessary for the proper Execution of the Works; or
- (ii) which adopted will:
  - (a) substantially reduce the cost of Executing, maintaining and operating the Works or the Project; or
  - (b) improve the efficiency or value to ICAT of the Completed Works (including a reduction in the life cycle costs associated with the Project); or
  - (c) otherwise be of benefit financial or otherwise, to ICAT

and such proposal must be in writing and shall be in the form of and contain such information as required of a Change Notice Response referred to in **Clause 24.2.2**.

24.3.2 Where **Clause 24.3.1(i)** applies ICAT Representative may either:

- (i) issue a written Change Order to the Contractor and the Contractor shall implement the Change in accordance with **Clause 24.2.2**; or
- (ii) reject the Change proposed by the Contractor.

The Contractor shall not be entitled to any costs or extension of time as a result of preparing a proposal in accordance with **Clause 24.3.1**.

24.3.3 ICAT Representative may, at its sole discretion, accept or reject the Contractor's proposed Change and failure by ICAT Representative to respond within [14 (fourteen)] days shall be deemed to be a rejection.

24.3.4 If in the opinion of the Contractor, any Change proposed by ICAT Representative prevents or is likely to prevent the Contractor from fulfilling his obligations under the Contract, the Contractor shall notify the ICAT Representative thereof in writing and the ICAT Representative shall decide forthwith whether or not the same shall be carried out by the Contractor. In case the ICAT Representative confirms that the Change shall be carried out, the Contractor's obligations under the Contract shall be modified to an extent as may be mutually agreed to between the Parties.

### 24.4 Omissions

24.4.1 The Contractor acknowledges that a Change may involve the omission of any part or parts of the Works up to 10% (ten percent) of the total Contract Price and the Contractor acknowledges and agrees that ICAT may engage others to carry out that part or parts so omitted.

24.4.2 On the omitted Works, the Contractor shall be entitled to payment, 10% (ten percent) of the value of omission which shall include Contractor's profits and overheads.

## 24.5 Valuation of Changes

24.5.1 The valuation of a Change to be paid by ICAT to the Contractor, or by the Contractor to ICAT, as the case may be, shall be calculated as follows:

- (i) the Parties will endeavour to agree to the valuation; and
- (ii) failing agreement under **Clause** 24.5.1(i) within a reasonable time (but no more than [28 (twenty-eight)] days after the ICAT Representative's direction in accordance with **Clause** 24.2.4 (i), ICAT will determine the valuation, subject to the following:
  - (a) in the event that the Change involves additional works, the increase to the Contract Price will be no more than the estimate (if any) provided; and
  - (b) in the event that the Change involves the omission of part of the Works or results in a saving to the Contractor, the reduction in the Contract Price will be no less than the estimate (if any);

the following valuation principles shall apply:

1. where the varied work is similar in character to and Executed under similar conditions to work priced as per the Payment Schedule , such work shall be valued at the applicable rates and prices in the Contract;
2. where the varied work is not of a similar character to or not Executed under similar conditions to work priced in the price breakdown then the ICAT Representative shall establish a new rate for such work based upon the rates or prices contained in the Contract insofar as may be reasonable making such allowances thereto by way of additional or deductions as may be necessary to take account of any dissimilarity in the character of the work or the conditions under which the work was Executed;
3. where work is omitted, the rates and prices in the Contract shall be used to value the work omitted provided that if part only of an item of work is omitted their ICAT Representative shall establish a new rate or price by which to value the omitted work which shall be fair and reasonable.
4. where the varied work cannot be properly valued in accordance with the provisions of **Clauses** 24.5.1(ii) (1), (2) or 3 above, the ICAT Representative shall establish a new rate or price for such work which shall be fair and reasonable.

24.5.2 Without prejudice to **Clause** 24.2, the ICAT Representative may, in its absolute discretion, instruct a Change Order in circumstances where, in its absolute discretion, the Contractor will fail to meet any of its obligations under the Contract or where it is necessary on account of some default or breach of the Contract by the Contractor or those for whom it is responsible for, in which case the Contractor shall not be entitled to any extension of time or any increase in the Contract Sum, and any adjustment to the Time for Completion.

## 25. INTELLECTUAL PROPERTY

### 25.1 Intellectual Property

25.1.1 All Intellectual Property which is proprietary to ICAT or the Contractor shall be the exclusive property of ICAT or the Contractor respectively, as the case maybe.

25.1.2 All Intellectual Property jointly developed by ICAT and the Contractor or developed by the Contractor for the purposes of the performance, execution and implementation of the Works shall be the exclusive property of ICAT. The Contractor shall however be entitled to use such Intellectual Property for a period of 5 (five) years without payment of any charges to ICAT provided that such Intellectual Property is used by the Contractor itself for development of facilities owned by the Contractor. The use of any Intellectual Property for any facility other than facility owned by the Contractor shall be permitted subject to the execution of a non-exclusive and revocable licence agreement with ICAT on such terms and conditions as maybe agreed to between ICAT and the Contractor.

## **25.2 Infringing Matter**

25.2.1 The Contractor warrants and represents that:

- (i) it has all rights and licences necessary to grant, assign and transfer to ICAT licences and assignments in accordance with this **Clause 25.1.2**; and
- (ii) there is and will be no infringement of any Intellectual Property, in respect of the rights licensed and transferred to ICAT pursuant to **Clause 25.1.2** or assigned otherwise used in connection with the Works.

25.2.2 The Contractor shall indemnify and hold harmless ICAT against all issues, claims, damages, liabilities, costs and expenses (including legal costs) incurred by it in respect of any breach of the warranty in **Clause 25.2.1**.

25.2.3 If either ICAT or the Contractor is prevented from operating or using the Works or any Intellectual Property or any part thereof (“Infringing Matter”), the Contractor must at its own expense, in addition to its other obligations under the Contract, take all steps necessary to procure for ICAT the right to operate or use the Infringing Matter for its intended purpose.

## **25.3 Patent Rights and Royalties**

25.3.1 Royalties and fees for patents covering equipments, materials, articles, apparatus, devices or processes used in the Works shall be deemed to have been included in the Contract Sum. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and the Contractor shall be liable for any damages or claims for patent infringements and shall keep ICAT indemnified in this regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works and in case of any award of damages, shall pay for such damages. In the event any apparatus or equipment or any part thereof furnished by the Contractor, is in a suit or proceeding is held to constitute infringement and its use is enjoined, the Contractor shall at his option and his own expense, either procure for ICAT, the right to continue the use of such apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it so it becomes non-infringing.

## **26. INSURANCES**

### **26.1 Project Facility Insurances**

ICAT shall at its cost and expense, purchase and maintain in force (or procure that they are taken out and maintained in force) with reputable insurers, the Project Facility Insurances.

### **26.2 Contractor Insurances**

The Contractor shall at its cost and expense, purchase and maintain in force (or procure that they are taken out and

maintained in force) with reputable insurers, the Contractor's Insurance.

### **26.3 Required Insurances**

The terms of the Required Insurances shall entitle ICAT to maintain the policies in force after termination of the Contractor's employment under the Contract.

### **26.4 Evidence**

Either Party, at the request of the other shall, from time to time, provide to the other Party copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with the Contract (including the provision of copies of renewal confirmations as soon as possible).

### **26.5 Premiums**

26.5.1 ICAT will bear the cost of all insurance premiums in relation the Project Facility Insurances, and the Contractor will bear the cost of all insurance premiums in relation to the Contractor's Insurances.

## **27. PAYMENT**

### **27.1 Payment Schedule**

The Payment Schedule shall be as per the Special Conditions of Contract.

### **27.2 Terms of Payment**

The Terms of Payment shall be as provided in the Special Conditions of Contract.

### **27.3 Currency of Payment**

The Contract Price and all payments to be made to the Contractor in respect thereof shall be Indian Rupees or Euros or a combination of any one of these currencies with Indian Rupees.

### **27.4 ICAT right to set off**

ICAT shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and set off against any amount due to the Contractor under the Contract, any amount or amounts which the Contractor is liable to pay to ICAT under the Contract.

### **27.5 Advance Payment**

The Contractor shall, together with Request for Payment containing an application for the Advance Payment, provide to ICAT an Advance Payment Guarantee, valid for atleast 12 months from any branch in Delhi/NCR of any Indian scheduled Bank to which ICAT has given its prior approval in writing and in a sum equal to the Advance Payment. ICAT shall pay the Advance Payment within [7(seven)] days of the receipt of the Advance Payment Guarantee. The advance payment shall be charged with an interest 10%annum from the date of issue of advance payment and the interest will be calculated on unadjusted amount from time to time.

## **28. TAXES AND DUTIES**

### **28.1 Contractor to pay Taxes**

Unless specifically stated elsewhere in the Contract, the Contractor is solely liable for payment of, and warrants that it will pay, or ensure the payment of:

- 28.1.1 all Taxes imposed and assessments made in relation to the Contractor's Equipment;
- 28.1.2 all contributions payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Contractor or its Subcontractors in respect of the Works, including Taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;
- 28.1.3 the cost of all import or export licences if required in respect of the Contractor's Equipments and Spare Parts;
- 28.1.4 the cost of any port dues including (but not by way of limitation) wharfage dues, storage, charges, quay rent, craneage, shipping dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading, portorage and overtime fees for any goods, materials and Contractor's Equipments and Spare Parts to be used in connection with the Execution of the Works;
- 28.1.5 all charges and other expenses in connection with the landing and shipment of all goods and equipment and any part thereof, materials and other things of whatsoever nature brought into or despatched from India for the purposes of the Contract; and
- 28.1.6 the Contractor indemnifies and keeps indemnified ICAT against all liability for payment of all of the above Taxes, assessments and contributions, duties, costs and fees and all liability arising in respect of any non-payment;
- 28.1.7 The Contractor supplying indigenously manufactured Equipment shall be responsible for payment of all Taxes up to the delivery of such Equipment to the Project Site.
- 28.1.8 The Contractor, being the foreign supplier of any Equipment, shall be responsible for payment of all taxes and duties applicable in the country of origin/ despatch of the Equipment. ICAT shall be responsible for payment of all freight charges, insurance costs, customs duty, octroi and other Taxes up to delivery of such Equipment being supplied from such Contractor to the Project Site including obtaining custom and/ or any other applicable clearances for such Equipment for delivery up to the Project Site.

## **28.2 Withholding Tax/Income Tax deducted at source**

The Contractor shall be responsible for payment of all Taxes on the income, surcharge on income tax Indirect taxes (like GST etc.) and corporate tax in respect of the Contract, irrespective of the mode of contracting. ICAT or ICAT Representative shall not in any way be liable for payment of such taxes. ICAT shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. ICAT shall provide a certificate certifying the deduction so made.

## **28.3 Exemptions and Concessions**

- 28.3.1 The benefit of any Tax exemption or concessional rate available when the Contractor purchases Equipment will be passed on to ICAT through a reduction in the Contract Sum.
- 28.3.2 Where ICAT and its contractors (including the Contractor) are entitled to an exemption or concession concerning any Tax to be levied in India in respect of the Equipment and/ or goods supplied under the Contract, ICAT must use reasonable endeavours to enable the Contractor to claim such concession or exemption.

## **28.4 General**

- 28.4.1 The Contractor must provide sufficient information regarding the nature and cost of the Works to enable all the relevant statutory obligations of ICAT that are dependent upon that information to be satisfied.
- 28.4.2 The Contractor shall fully indemnify, save harmless and defend ICAT including its officers, servants, agents and subsidiaries as well as the ICAT Representative from and against any and all loss and damages arising out of or with respect to failure of the Contractor (a) to comply with Applicable Laws and Applicable Clearances and/or (b) to make payments of Taxes relating to the Contractor's Subcontractors and representatives income or other Taxes required to be paid by the Contractor without reimbursement hereunder and/or (c) to pay amounts due as a result of materials or services furnished to the Contractor or any of its Subcontractors which are payable by the Contractor or any of its Subcontractors or any other person employed or engaged by the Contractor in connection with the Works.

## **29. OPERATIONS AND MAINTENANCE MANUALS AND TRAINING**

### **29.1 Operation & Maintenance Manual**

- 29.1.1 The Contractor must obtain for ICAT all relevant instruction manuals in respect of the design, installation, erection, supply, extension, repair, operation and maintenance of the Works, any parts thereof and any special directions or recommendations from the relevant manufacturers of any Equipment and must itself provide written instructions where such are not available from such manufacturers.
- 29.1.2 The Operation & Maintenance Manual must be prepared:
- (i) based on all relevant instruction manuals and special directions or recommendations from the relevant manufacturers of any Equipment or parts thereof obtained in accordance with **Clause 29.1.1**.
  - (ii) so as to provide ICAT with such detail and information as may be necessary for use by ICAT in order to operate, maintain, dismantle, reassemble, adjust, upkeep and uphold all parts of the Works and the Works as a whole;
  - (iii) based on a maintenance plan for each part of the Works that is consistent with and intended to ensure that, each part achieves any design life specified in respect thereof in the Contract;
  - (iv) based on Good Industry Practice;
  - (v) in full consideration of the experience, level and technical background of ICAT personnel and the Contractor's training-related obligations under the Contract.
- 29.1.3 During the period of the Acceptance Tests, the Contractor must update and revise the Operation & Maintenance Manual as necessary and as may be required by ICAT Representative, to reflect the completion of all of the Contractor's obligations under the Contract including all defects and warranty obligations.
- 29.1.4 The Contractor warrants that adherence to the Operation & Maintenance Manual will facilitate and ensure the operation and maintenance of the Project Facility at the levels of capacity, safety, efficiency, reliability and maintainability required by the Contract.
- 29.1.5 Within 1 (one) month prior to the Warranty Period, the Contractor shall update and revise the Operation & Maintenance Manual as necessary and as may be required by ICAT Representative.

### **29.2 Training**

- 29.2.1 The Contractor shall provide comprehensive training in the operation and maintenance of the Works to Project Facility

operation trainers and Project Facility operations personnel in accordance with the Training Plan mutually formalised or to be formalised between the Contractor and the ICAT Representative (“Training Plan”) in order to procure ICAT objective of the timely, efficient, economic and safe operation and maintenance of the Works and the Project Facility.

- 29.2.2 Without limiting its obligations under the Contract, the Contractor shall adhere to the principles and procedures contained in the approved Training Plan, and any approved amendments or supplements thereto. The Contractor shall revise the Training Plan from time to time as directed by ICAT Representative and as and when further Project Facility operation trainers and Project Facility operations personnel are required by ICAT to be trained, which training shall be undertaken by the Contractor without the right to any additional payment or an extension of time.
- 29.2.3 During such period as they may be being so trained or retrained by, or otherwise under the control of the Contractor pursuant to the provisions of the Contract, the Project Facility operation trainers and Project Facility operation personnel shall for the purposes of control and responsibility (but for the avoidance of doubt without any obligation to provide remuneration to such personnel or any responsibility in respect of Taxation and insurance of such personnel) to the extent permitted by the Applicable Laws, be deemed to be the servants of the Contractor.
- 29.2.4 For the purposes of providing the training pursuant to this **Clause 29.2** and so as to enable the Project Facility operation trainers and Project Facility operations personnel to familiarise themselves with the Works, the Contractor shall allow and procure access as necessary to the Project Site, places off the Project Site where Equipment is being manufactured and tested and the Works.
- 29.2.5 The Contractor represents and warrants that:
- (i) the numbers, qualifications and levels of experience specified by the Contractor in its Training Plan shall be such as is required to provide ICAT with Project Facility operation trainers and Project Facility operations personnel in sufficient numbers and of sufficient qualifications and experience properly to operate and maintain the Project Facility in accordance with the Contract and the Operation & Maintenance Manual; and
  - (ii) the training of adequate numbers of suitably qualified Project Facility operation trainers and Project Facility operations personnel has been or will be fully and properly undertaken under the provisions and in accordance with the terms and conditions of the Contract in order to secure the availability of a sufficient number of skilled and experienced personnel properly to undertake at all times during the Project Facility operations period in a timely, efficient, economic and safe manner, under the supervision of ICAT or otherwise, the day to day operations of the Project Facility and the performance of routine and preventative maintenance thereof.
  - (iii) The cost and expense of complying with its obligations under this **Clause 29.2** shall be deemed to have been included in the Contract Sum by the Contractor provided that the accommodation and travel costs of the Project Facility operation trainers and Project Facility operations personnel incurred in training pursuant to this **Clause 29.2** shall be borne by ICAT.

### **29.3 Manufacturer's Warranties**

- 29.3.1 Without prejudice to the Contractor's warranties in the Contract, the Contractor shall obtain for ICAT, the Required Manufacturers Warranties for the Equipment in accordance with Technical Conditions of Contract and must obligate the respective manufacturers at their sole expense to rebuild, remove and replace Equipment which has defects and deficiencies in substantially the same manner and on terms and conditions to those contained in the Contract and, where required by ICAT, must travel to and from and perform such activities at the Project Site.
- 29.3.2 At the request of ICAT Representative, the Contractor must seek to obtain from the manufacturers of the Equipment referred to in **Clause 29.3.1** extended warranty coverage.
- 29.3.4 The warranty period for any Equipment or any part must be extended for a period equal to the period that such item cannot be operated as a result of a defect and deficiency or as a result of any deficiency or damage caused by another

item of Equipment, and in respect of extended warranties, the Contractor must use its best endeavours when requested by ICAT to assist in enforcing such warranties and guarantees.

29.3.5 The installation of any and all Equipment in the Works must be in strict accordance with the manufacturers' requirements and the Contract, and without prejudice to the Contractor's warranties contained in the Contract, in the event that ICAT seeks to enforce a claim based upon a manufacturer's warranty, and if such manufacturer fails to honour its warranty based in whole or in part, on a claim of defective installation, ICAT is entitled to enforce the manufacturer's warranty against the Contractor in accordance with the terms of the warranty, or, at ICAT option, the Contractor must defend and indemnify ICAT from and against any liability in respect of such defect and deficiency, provided however, that a claim of defective installation is not a defence to any warranty claim by ICAT.

## **30. ICAT**

### **30.1 ICAT obligations**

Notwithstanding anything contained in the Contract and in addition to and not in derogation or substitution of any of its other obligations under the Contract, ICAT shall:

- (i) use reasonable endeavours to assist the Contractor to obtain from Statutory Authorities all Applicable Clearances other than those which are ICAT responsibility.
- (ii) use reasonable endeavours to assist the Contractor in the procurement of the peaceful use of the Project Site by the Contractor under and in accordance with the provisions of the Contract and without any let or hindrance from any Relevant Authority or persons claiming through or under it/them; and
- (iii) upon written request from the Contractor, use reasonable endeavours to assist the Contractor with procuring assistance in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favourable to the Contractor than those generally available to commercial customers receiving substantially equivalent facilities/utilities.

## **31. CONTRACTOR'S COVENANTS**

### **31.1 Urgent repairs**

If, by reason of any accident or failure or an emergency or other event occurring to, in or in connection with the Works or any part thereof during the period of the Contract, any repair shall, in the opinion of ICAT Representative, be urgently necessary and the Contractor is unable or unwilling or not available at once to do such repair, ICAT may by its own or other workmen do such repair as ICAT Representative may consider necessary. If the repair so done by ICAT is work which, in the opinion of the ICAT Representative, the Contractor was liable to do at its own expense under the Contract, all costs and charges properly incurred by ICAT in so doing shall within [14 (fourteen)] days from the date of receipt of the claim be paid by the Contractor to ICAT or may without prejudice to any other method of recovery, be deducted by ICAT from any monies due or which may become due to the Contractor or may be recovered as a debt.

### **31.2 Improper Equipment**

The ICAT Representative, without prejudice to the generality of its powers, shall have the authority to issue instructions (which shall be effected by the Contractor with all reasonable speed and at its sole expense without any right to an extension of time) from time to time for:

- 31.2.1 the removal from the Project Site, within such time or times as may be specified in the instruction, of any Equipment or any other part of the Works which, in the opinion of the ICAT Representative, are not in accordance with the Contract;
- 31.2.2 the substitution of proper and suitable Equipment or any other part of the Works;
- 31.2.3 the removal and proper re-Execution, notwithstanding any previous test thereof or interim payment therefor, of any work which, in respect of any workmanship by the Contractor is not, in the reasonable opinion of the ICAT Representative, in accordance with the Contract; and
- 31.2.4 such testing, as it may consider necessary or desirable following any instruction issued pursuant to this Clause.

### **31.3 Illegal gratification**

- 31.3.1 Bribe, commission, gift or advantage: Any bribe, commission, gift or advantage given or offered by the Contractor directly or through its partner, agent, officer or employee of ICAT, or to any person / institution connected with ICAT, in relation to obtaining or the execution of this or any other Contract with the ICAT Representative or ICAT, shall in addition to any criminal liability which the Contractor may incur, subject the Contractor to termination of the Contract and all other Contracts with ICAT, and liability for payment of any loss or damage to ICAT, resulting from such termination. ICAT shall be entitled to deduct the amounts so payable from any money / moneys due to the Contractor alone, or jointly under the Contract or any other contract with ICAT. The Contractor shall not be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, suffered by the Contractor when the Contract is so terminated.
- 31.3.2 Monetary dealing of Contractor with employee of ICAT or ICAT Representative: The Contractor shall not lend or borrow money from, or enter into any monetary dealings or transactions directly or indirectly, with any employee of ICAT Representative or ICAT, and if the Contractor does so, ICAT shall be entitled forth-with to terminate the Contract and all other Contracts with ICAT. The Contractor shall be liable to pay compensation for any loss or damage to ICAT resulting from such termination and ICAT shall be entitled to deduct the amounts so payable from the money(s) due to the Contractor.
- 31.3.3 Settlement of dispute as to commission of such offence: If any question or dispute as to the commission of any such offence arises under Sub-clauses (bribe, commission, gift or advantage) and (monetary dealer of Contractor with employee of ICAT or ICAT Representative), the same shall be settled by ICAT Representative, in such manner as the ICAT Representative shall consider fit and proper, and such decision shall be final and binding.

### **31.4 Avoidance of Damage to Roads and Bridges**

- 31.4.1 Contractor to prevent damage to roads and bridges
  - 31.4.1.1 The Contractor shall use every reasonable means to prevent any of the highways, railway or bridges communicating with or on the routes to the Project Site (including access and link roads) from being damaged or injured by any traffic of the Contractor or any of its Subcontractors. In particular the Contractor shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials to and from the Project Site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways, railways and bridges. In case of any damage or injury to the same, the Contractor warrants indemnifying and holding harmless ICAT from and against claims, proceedings, damages, costs, charges or expenses in respect of the said damage.
  - 31.4.1.2 Should it be found necessary for the Contractor to move one or more loads of Contractor's Equipment,

machinery or pre-constructed units or part of units of works over part of a highway railway or bridge, the moving whereof is likely to damage any highway, railway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway, railway or bridge give notice to the appropriate authority of the load to be moved and obtain the required approval of the said authorities for its proposals for protecting or strengthening the said highway, railway or bridge. The Contractor shall be responsible for the cost and expenses of any necessary work for the protection or strengthening the said highway, railway or bridge.

#### 31.4.2 Access routes

The Contractor shall be deemed to have been satisfied as to the safety, suitability and availability of access routes up to the Project Site. Without prejudice to the generality of the foregoing:

31.4.2.1 ICAT shall not be responsible for any claims which may arise from the use or otherwise of any access route to, from and over the Project Site;

31.4.2.2 ICAT does not guarantee the suitability or availability of particular access routes and all costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall (as between the Parties) be borne by the Contractor;

31.4.2.3 the Contractor shall provide such signs or directions along access routes to, from and over the Project Site as required by the Contract and shall obtain any permission which may be required for the provision of such signs and directions.

#### 31.4.3 Contractor not to interfere

All operations necessary for the Execution of the Works or any part thereof shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with any or with the convenience of the public, or the access to, use and occupation of public or private roads or footpaths or any properties (adjoining the Project Site or otherwise) whether in the possession of ICAT or of any other person.

#### 31.4.4 Waterborne traffic

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the forgoing provisions of this Clause 31.4 shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

### 31.5 Care of the Works, Liability for Accidents and Damage

#### 31.5.1 Contractor to take full responsibility for care of the Works

31.5.1.1 The Contractor shall bear full risk in and take full responsibility for the care of the Works and Equipment (and, without limitation for the care of any works carried out on the Project Site by other contractors) from the Commencement Date until [14 (fourteen)] days after the date of issue of the Completion Certificate, when such responsibility for the care of the Works and Equipment shall pass to ICAT as instructed to the Contractor by the ICAT Representative.

Provided that the Contractor shall take full responsibility for (i) the care of any outstanding Works and Equipment for incorporation therein which it undertakes to finish during the Warranty Period until such outstanding Works have been completed pursuant to the Contract and for (ii) the care of the Works or any part thereof which may require repair or remedy during the Warranty Period and for any part of the Works affected thereby, for the period that such Works are under repair or remedy by the Contractor.

### 31.5.2 Responsibility to rectify loss or damage

31.5.2.1 If any loss or damage happens or occurs to the Works or any part thereof, or to any Equipment during the period for which the Contractor is responsible for their care the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works and Equipment conform in every respect with the provisions of the Contract and are to the satisfaction of the ICAT Representative.

### 31.5.3 Damage to persons and property

The Contractor indemnifies and keeps indemnified ICAT against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Execution of the Works and the remedying of any defects therein and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## 31.6 Clearance of the Project Site

On Completion of the Works, the Contractor shall clear away and remove from the Project Site all equipments, surplus materials, rubbish and temporary works of every kind and leave the whole of the Project Site and the Works clean and in a workmanship condition, tidy and in an aesthetically pleasing appearance to the satisfaction of ICAT and the ICAT Representative. The Contractor shall, unless otherwise instructed in writing by ICAT Representative, remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary works, stockpiles of excess or waste materials and other vestiges of construction prior to the issue of the Completion Certificate.

## 31A. SUSPENSION OF WORKS

ICAT reserves the right to suspend and re-instate the Execution of the whole or any part of the Works or the delivery of any Equipment, without invalidating the provisions of the Contract. The order for suspension or re-instatement shall be issued by the ICAT Representative to the Contractor in writing vide a suspension order and the same shall be binding on the Contractor. The Contractor shall during any suspension, properly protect and secure the Works and the goods and Equipments and shall not remove any goods or Equipments from the Project Site without the prior consent of the ICAT Representative and the Contractor shall take all reasonable measures to minimise the costs and losses of the suspension to ICAT. The Contractor shall undertake any necessary action instructed by the ICAT Representative to remedy the circumstances that led to the suspension and the Contractor shall notify the ICAT Representative immediately upon completing such action. Upon resumption of the Works, the Contractor shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension. The Time for Completion of the Works shall not be extended if the issue such a suspension order was due in any way to the act, default, omission or breach by the Contractor.

## 32. FORCE MAJEURE

### 32.1 Force Majeure - Obligations of the Parties

32.1.1 "Force Majeure" shall mean any event beyond the control of ICAT or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;

- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out the date, nature, extent, proof and the damage cause by the Force Majeure event.

### **32.2 Meetings with ICAT Representative**

As soon as reasonably practicable and in any case within [5 (five)] days of notification by the Affected Party in accordance with the preceding **Clause 32.1**, the Parties shall along with ICAT Representative and others, meet and hold discussions and where necessary conduct physical inspection and/or survey of the Works to assess the impact and formulate mitigation measures for the Force Majeure Event.

### **32.3 Performance obligations**

- 32.3.1 If the Affected Party is rendered wholly or partially unable to perform any of its obligations under the Contract because of an event of Force Majeure, it shall be excused from performance of such obligations to the extent it is unable to perform provided that in case the Affected Party is the Contractor, the Contractor shall be entitled to an extension of time.
- 32.3.2 When the Affected Party is able to resume performance of its obligations under the Contract, it shall give to the other Party written notice to that effect forthwith and shall promptly resume performance of its obligations hereunder.
- 32.3.3 The Affected Party shall continue to perform such of its obligations which are not affected by the event of Force Majeure and which are capable of being performed in accordance with the Contract.

### **32.4 Liability for other losses, damages etc.**

Save and except as expressly provided in this **Clause 32** neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

### **32.5 Exceptions to Force Majeure**

None of the following events shall be construed to relieve any Party of its obligations hereunder by reason of **Clause 32**:

- (i) any changes in market conditions including without limitation changes that affect the supply prices of the Goods;
- (ii) commercial impracticability or hardship;
- (iii) a Party's lack of funds.

## **33. DISPUTE RESOLUTION PROCEDURE**

### **33.1 Amicable Resolution and Mediation**

- 33.1.1 Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of ICAT Representative and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in **Clause 33.1.2** below.

33.1.2 Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.

33.1.3 In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with **Clause** 33.1.2 either Party may refer the Dispute to arbitration in accordance with **Clause** 33.2.

### **33.2 Arbitration Procedure**

Save where expressly stated to the contrary in the Contract, any Dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996 Act and in accordance with the UNICTRAL rules (the “Arbitration Rules”) by three arbitrators appointed in accordance with the Arbitration Rules.

### **33.3 Place of Arbitration**

The place of arbitration shall be Gurugram.

### **33.4 English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **33.5 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

### **33.6 Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

## **34. REPRESENTATIONS AND WARRANTIES, DISCLAIMER**

### **34.1 Representations and Warranties of the Contractor**

The Contractor represents and warrants to ICAT that:

34.1.1 it is duly organised, validly existing and in good standing under the laws of incorporation of \_\_\_\_\_ companies in India or in the country of its incorporation;

34.1.2 it has full power and authority to execute, deliver and perform its obligations under the Contract and to carry out the transactions contemplated hereby;

34.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the Execution, delivery and performance of the Contract;

34.1.4 it has the financial standing and capacity to Execute the Works;

34.1.5 the Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

- 34.1.6 it is subject to the Applicable Laws with respect to the Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 33.1.7 it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect upon the Works;
- 33.1.8 no representation or warranty by the Contractor contained herein or in any other document furnished by it to ICAT in relation to Applicable Clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 33.1.9 no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Contractor to any person to procure the Contract or any other benefit under the Contract to procure other Contracts in relation to which the Contractor may be a party in relation to the Project.
- 33.1.10 without prejudice to any express provision contained in the Contract, the Contractor acknowledges that prior to the execution of the Contract, the Contractor has after a complete and careful examination made an independent evaluation of the Project Site, the Technical Conditions of Contract and any information provided by or on behalf of ICAT and has made an inspection of the Project Site and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Contractor in the course of performance of its obligations hereunder.

## **34. TERMINATION**

### **34.1 Termination**

- 34.1.1 Subject to the other provisions of the Contract, ICAT shall have the right to serve a notice of termination of the Contract on the Contractor and forthwith terminate the Contract without prejudice to any of its other rights and remedies against the Contractor and without being liable to pay any loss or compensation if:
- (i) if any distress or execution is levied upon any of the assets of the Contractor;
  - (ii) at any time during the currency of the Contract there is a change in the effective control of the Contractor as at the date of the Contract;
  - (iii) the Contractor fails to complete, test and commission the Contractor's Works/ Project Facility within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from ICAT in this regard.
  - (iv) any of the following events occurs:
    - (a) the passing of a resolution by the shareholders of the Contractor for the winding up of the Contractor;
    - (b) the appointment of a liquidator in a proceeding for the winding up of the Contractor or the Contractor entering into a compromise with its creditors; or
    - (c) the making by the court of an order winding up the Contractor,
    - (d) The Contractor either:

- (i) Appoints a subcontractor without the prior approval of ICAT, or terminates any of the Subcontractor; or
  - (ii) having terminated any of the Subcontracts with the consent of ICAT, appoints a replacement Sub-Contractor without the prior approval of ICAT.
- (e) the Contractor without the consent of ICAT assigns or transfers all or any of its rights or obligations under the Contract;
- (f) the Contractor repudiates the Contract or otherwise evidences an intention not to be bound by the Contract; or
- (g) the expropriation, confiscation, compulsory acquisition of the Project Facility;
- (h) as a result of Force Majeure, the Contractor is unable to proceed with the Works for a period of [90(ninety)] consecutive days or [180(One Hundred and Eighty)] days in a year (whichever is less);
- (i) if the Contractor or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of ICAT Representative whose decision (without an obligation to give reasons therefor) in this regard will be final, is prejudicial to the interests or reputation of ICAT.
- (j) the Contractor offers, gives or promises any payment directly or indirectly to any government, political party, or official thereof, or any candidate for political office, or to ICAT in order to influence any substantive decision of, or induce any party or person to use its influence to offset any substantive decision of any Relevant Authority or Statutory Authority or ICAT in regard to any aspect of the Contract;
- (j) the Contractor makes any warranty or representation in or in accordance with the Contract which was materially incorrect when made so as to materially affect ICAT's interests; or
- (k) in the event that the Contractor's liability for Liquidated Damages reaches the cap on such damages as set out in Special Conditions of Contract and the Completion Certificate for the whole of the Works has not been issued; or
- (l) fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Security; or
- (v) the Contractor has, without valid reason and ICAT's consent, failed to commence the Works promptly, or fails to progress the Works regularly and/or diligently or
- (vi) the Contractor has failed to adhere to the Technical Conditions of Contract and in the reasonable estimation of the ICAT Representative, such failure is likely to mean that Completion of the Works is likely to be delayed beyond the relevant Time for Completion; or
- (vi) the Contractor's personnel is/are incompetent, have acted in a manner prejudicial to ICAT's best interest or have failed to comply with ICAT's health, safety, environment or other rules or regulations and procedures; or
- (viii) the Contractor has failed to achieve two Milestones consecutively.

#### 34.2 Termination Procedure

- 34.2.1 A notice of termination given pursuant to this **Clause 34** (each a “Preliminary Termination Notice”) shall specify in reasonable detail the circumstances giving rise to the Preliminary Termination Notice. If, within [21 (twenty one)] days following the service by ICAT of a Preliminary Termination Notice, the Contractor pays all sums which are due and payable to ICAT or remedies the breach to the satisfaction of ICAT existing as at the date of the Preliminary Termination Notice then such Preliminary Termination Notice shall be revoked and all existing rights of termination in favour of ICAT under the Contract shall terminate and the Contractor shall continue to perform its obligations under the Contract in a diligent and proper manner.
- 34.2.2 Within the period of [21 (twenty one)] days following the receipt of the Preliminary Termination Notice by the Contractor and unless the Parties shall have otherwise agreed or the circumstances giving rise to the Preliminary Termination Notice shall have ceased to exist or shall have not been remedied, ICAT may terminate the Contract by giving written notice (a “Termination Notice”) to the Contractor and the Contract shall terminate on the date mentioned in the Termination Notice (“Termination Date”).
- 34.2.3 The termination of the Contract by ICAT for reasons other than breach can be made by a written notice to the Contractor and nothing herein will obligate ICAT to terminate the Contract or be liable for any exercising its right of termination and ICAT may pursue all remedies available in law instead of termination.

### **34.3 Upon Termination**

- 34.3.1 Upon Termination for any reason whatsoever, the Contractor shall to the extent instructed by the ICAT's Representative:
- (i) cease all further work as instructed by the ICAT's Representative in the Termination Notice and the Contractor shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already Executed and any work required to leave the Project Site and the Works in a clean and safe condition;
  - (ii) remove all the Contractor's Equipment and temporary works;
  - (iii) repatriate the Contractor's and Subcontractor's personnel from any part of the Project Site and the Works;
  - (iv) deliver to ICAT the Works Executed by the Contractor as at the Termination Date;
  - (v) ensure that it and those it is contractually or otherwise responsible for, vacate the Project Site;
  - (vi) promptly and in an orderly manner deliver to ICAT all documents relating to the Works which are for the time being under the control of the Contractor;
- 34.3.2 Without prejudice to **Clause 34.3.1** upon Termination:
- (i) ICAT may enter the Project Site and the Works thereof and expel the Contractor therefrom and ICAT may complete the Works itself or by employing any third party;
  - (ii) ICAT may, to the exclusion of any right of the Contractor over the same, take over and have free use, without payment to the Contractor, of any Contractor's Equipment and temporary works of which have been delivered to the Project Site for such period as the ICAT's Representative considers necessary for the Execution of the Works, without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same.
  - (iii) ICAT may at any time sell any of the said Contractor's Equipment, temporary works and any unused materials and apply the proceeds of sale in or towards for satisfaction of any sums due or which may become due to it

from the Contractor under the Contract; and

- (iv) ICAT shall have the power and authority to prohibit the Contractor and any person claiming through or under the Contractor from entering the Project Site.

## **35. MISCELLANEOUS**

### **35.1 Assignment and Charges**

35.1.1 Subject to **Clauses 35.1**, neither Party shall assign the Contract or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.

35.1.2 The Contractor shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Contract except with prior consent in writing of ICAT, which consent shall not be unreasonably withheld.

### **35.2 Interest**

Any sum which becomes payable under any of the provisions of the Contract by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry the Default Interest Rate from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same.

### **35.3 Governing Law and Jurisdiction**

The Contract shall be governed by the laws of India. In respect of all matters arising out of or relating to the Contract, the Courts at New Delhi, India shall have the jurisdiction to decide the matter.

### **35.4 Waiver**

35.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Contract:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- (iii) shall not affect the validity or enforceability of the Contract in any manner.

35.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Contract.

### **35.5 Survival**

Termination or expiry of the Contract (i) shall not relieve ICAT or the Contractor of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and (ii) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

### **35.6 Amendments**

The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

### **35.7 Severability**

If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

### **35.8 No Partnership**

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal to principal basis.

### **35.9 Entire Agreement**

The Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations, commitments, representations, communications and agreements relating to the Contract either oral or in writing except to the extent they are expressly incorporated herein. The Contractor confirms that it has not relied upon any representation inducing it to enter into the Contract (whether or not such representation has been incorporated as a term of the Contract) and agrees to waive any right which it might otherwise have to bring any action in respect of such representation. The Contractor further confirms that there is not in existence at the date of the Contract any collateral contract or warranty of which the Contractor is the beneficiary which might impose upon ICAT obligations which are in addition to or vary the obligations expressly contained in the Contract and which relate in any way to the subject matter of the Contract. The Contractor's only rights arising out of, or in connection with, any act, matter or thing said, written or done, or omitted to be said, written or done, by or on behalf of ICAT (or any agent, employee or subcontractor of ICAT) in negotiations leading up to the Contract or in the performance or purported performance of the Contract or otherwise in relation to the Contract are the rights to enforce the express obligations of ICAT contained in the Contract and to bring an action for breach thereof. Nothing in this **Clause 35.9** is intended to exclude liability of the Contractor for fraud or fraudulent misrepresentation.

### **35.10 Liability and Indemnity**

35.10.1 The Contractor shall indemnify, defend and hold ICAT harmless against any and all proceedings, actions and third party claims arising out of a breach or omission or non-performance by the Contractor of any of its obligations under the Contract except to the extent that any such claim has arisen due to breach by ICAT of any of its obligations under the Contract.

35.10.2 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under the Contract (the “Indemnified Party”) it shall notify the other Party (“Indemnifying Party”) within [7 (seven)] days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, provided that, such approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

35.10.3 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this **Clause 35.10**, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or other proceedings, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

-----

## Special Conditions of Contract

The table below provides Special Conditions of Contract for this Tender Document. The following clauses under this Special Conditions of Contract (SCC) complements to the corresponding clauses in the GCC. As per GCC, clause 1.5A (Conflict of Documents), the SCC takes precedence over the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Item	Clause of General Conditions of Contract (Annexure VII)	Data
Terms of Payment	Clause 27.2	As per clause 8 Annexure III
Payment Schedule	Clause 1.1	As per clause 8 Annexure III
Warranty Period, counted from Acceptance	Clause 1.1	NA
ARC Period	Clause 1.1	One year from the date of award of contract
Liquidated Damages	Clause 1.1 & Clause 21.1.1	An amount of 0.05% of the amount for each cylinder per day up to a maximum value of 10% of the amount for each cylinder, payable by the Contractor for each day elapsed after 6 Weeks from the PO release date till delivery.
Address For Recipient's Communications	Clause 1.3.1 (ii)	Purchase Department International Centre for Automotive Technology Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050
Amount of Performance Guarantee	Clause 1.7.1	PBG @ 5% to be taken upfront within 15 days from the date of award of contract.
Date of Expiry of the Performance guarantee	Clause 1.7.1	After 2 months from the expiry of the ARC period.
Limit on Percentage of Subcontractor's part	Clause 7.1	NA
Method of Bid Evaluation	Annexure XIX (Evaluation Parameter)	Segregated

**VENDOR INFORMATION FORM**

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

(Seal of Organization & Signature of Authorized Signatory)  
Date

**CHECKLIST FOR MINIMUM ELIGIBILITY CRITERIA**

Sl. No	Information Sought	Type of Proof	Page No. of the bid doc.
1.	Date of Establishment/Incorporation		
2.	Company Status (Prop./Partnership/Pvt. Ltd. Co./Public Limited Co./PSU/Govt)		
3.	PAN No. of the firm (Enclose self attested photocopy)		
4.	GST Registration No. (Please enclose self-attested photocopy of certificate)		
5.	Proof of Experience as per Annexure II		
6.	Proof of Turnover for the last three financial years 2022-23, 2023-24 & 2024-25 as per Sr. no. 4 of Annexure-II		
7.	Proof of References as per Sr. no. 5 of Annexure-II		
8.	Self-attested photocopies of Income Tax Return (I.T.R) for the last 3 years (i.e. 2022-23, 2023-24 & 2024-25)		
9.	Declarations to be submitted as per Annexure XII & XIII		
10.	Details of the Draft of EMD (Name of the Bank, D.D. No, Date, Amount.		

Signature of the authorized

personName:

Seal:

Date:

Place:

## ACCEPTANCE FROM THE BIDDER

I have gone through the terms and conditions of the tender documents and the same acceptable to us. I have given the price bid/ tender after confirming the nature of work in ICAT, Manesar.

Place:

Signature:

Date:

Name of the Proprietor:

Seal:

### Enclosures:

Copies of the documents duly signed & stamped tick marked as ( ) hereunder, have been attached:

- ( ) 1. EMD of Rs. 4,20,000/-
- ( ) 2. ICAT's Tender Document duly signed & stamped
- ( ) 3. Copy of valid ISO Certificate.
- ( ) 4. Undertaking as per Annexure XIII.
- ( ) 5. Declaration 1, 2 , 3,4 & 5 as per Annexure-XII.
- ( ) 6. Copy of three years latest Income Tax Return/ Clearance Certificate.
- ( ) 7. MSDS.
- ( ) 8. Any other document which has been missed as per tender requirement. (Please Specify).

-----

{Format for **each** of the Declarations & Undertaking to be typed on bidder's letter head separately and to be submitted in Part –I (TECHNICAL BID) of the tender document}

**DECLARATION -1**

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the International Centre for Automotive Technology (ICAT).

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION -2**

We hereby declare that we have not stipulated any extra condition along with the Part-II (COMMERCIAL BID) of the tender and the terms and conditions in Part I and Part II of the tender shall prevail under all circumstances.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION-3**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/ Central Government or any State/ Central PSU or EPF/ ESI/ GST/ Labour Department/ Company/ Institute/Entity/ Agency etc.

Signature :

Name :

Designation :

Name of the Bidder :

Address of the Bidder :

Date :

Place :

### **DECLARATION-4**

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum local content (\_\_\_\_\_% ) as defined in above orders against Tender/Equiry No. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

### **DECLARATION-5**

(Declaration regarding compliance of Rule 144 (xi) of GFR 2017)

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

Authorised Signatory

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

**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 & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall the material & services in accordance with your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ as per the requirement during the period of contract.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**EARNEST MONEY DEPOSIT PAYMENT PARTICULARS**

Number of Demand Drafts/Bank Guarantee's enclosed :

Demand Draft / Bank Guarantee particulars :

Sl. No.	D.D. No./BG No	Date	Name of the Bank / Branch and Place	Amount
1				
2				
3				

I/We, ..... hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

Name of the bidder :

Address of the bidder :

Contact details :  
(Landline, fax & mobile no .to be provided)

Email address :

Website address (if any):

Date :

---

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

To,

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

Dear Sirs,

**WHEREAS**

\_\_\_\_\_ (hereinafter called the “Bidder”) has submitted their offer dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the “Bid”) against the buyer’s request for Tender No. \_\_\_\_\_ KNOW ALL MEN by these presents that we \_\_\_\_\_ having our registered office at \_\_\_\_\_

\_\_\_\_\_ are bound onto International Centre for Automotive Technology having its office at Plot No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the “Buyer”) for the sum of Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) for which payment will and truly to be made to the said buyer, the bank binds itself, its successors and assigns by these presents.

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

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

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

All claims under this guarantee will be payable at \_\_\_\_\_

\_\_\_\_\_. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

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

Now, We \_\_\_\_\_

(hereinafter referred to as 'Bank') having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ hereby irrevocably agree and undertake as follows:

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



**FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY**  
**(To be submitted on the Bidder's Letter Head)**

Bidder's Name.....

.....

.....

(Address and Contract Details)

Bidder's Reference No.....Date.....

To,

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

Reference: Tender Document No.....Tender Title:.....

Sir/Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, bids must be supported by a Bid Securing Declaration in lieu of Bid Security.

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

1. Withdrawn/Amend/Impair/Derogate, in any respect, from our bid, within the bid validity or

2 Being notified within the bid validity of the acceptance of our bid by the ICAT:

a) Refused to or failed to produce original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document

b) Fail or refuse to sign the contract

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

upon:

1. Receipt by us for your notification

a) of cancellation of the entire tender process or rejection of all bids or

b) of the name of the successful bidder or

2. Forty-Five days after the expiration of the bid validity period or any extension to it.

(Signature with Date)

(Name and Designation)

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

Date on .....day of.....

Place.....

Key Notes:-

1. The Bidder have to submit EMD/Bid security for the value specified in the Bid Documents in the form of DD/NEFT/RTGS/BG.

ii. MSME registered with Udyog Aadhar for the tendered item/startups are exempted from EMD must submit signed 'Bid Security Declaration' as per format given (refer Annexure X of this ATC) on Firm/Company letter head. MSE or firms registered with the Central Purchase organizations are required to submit their registration certificates in support of their request for exemption from EMD along with Bid security Declaration. However, as per clarification issued by DC MSME vide office memorandum dated 25th March 2022, traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.

iii. Non-submission of EMD as per Bid requirement or Bid Security Declaration along with supporting documents for exemption from EMD by MSE or other exempted bidders, will be treated as unresponsive and disqualified from further procurement process as per para 7.3.1(ii) of Manual for procurement of goods 2017

### DETAILS OF MAJOR CONTRACTS

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the Bidder for providing **calibration & operational gases** during the last three (3) financial years in the following format (attested copies of the last three years work award may be enclosed).

Sl. No	Details of client along with address, contact details (telephone, email, website, fax etc)	Amount of contract per year (in INR)	Duration of contract	
			From	To
1.				
2.				
3.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

**PERFORMANCE BANK GUARANTEE**

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

**WHEREAS International Centre for Automotive Technology (ICAT)** having its corporate office at Plot No. - 26, Sector – 3, HSIIDC, IMT - Manesar, Gurugram - 122050, Haryana (India) (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a contract on [*Please insert date of execution of Contract*] (“**Contract**”) with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works (“**Works**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....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 New Delhi for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**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 from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....  
.....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.

- (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 favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

**Details of the Bank Official :**

Name of the Bank Official:

Address of the Bank :

Contact No. :

Fax No.

E-mail ID :

Corporate Seal of the Bank

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

## Deviations Suggested

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

*[The Bidder shall use the following template in order to explain the deviations, and fill and include in the current document as many templates as deviations appear in his offer with regards to Requirements expressed in this tender. The Bidder shall be required to furnish a separate sheet as per the following template for each deviation suggested.]*

<b>Requirement ID:</b>	<i>[Requirement ID (or range of IDs) this deviation is referring to on the checklist]</i>
<b>Subject</b>	<b>Minimum Requirement appearing on the Checklist and TCC</b>
	<i>[Please copy the requirement on the TCC]</i>
<b>Proposed Specification</b>	
<i>[Explain in detail what alternative solution are you proposing]</i>	
<b>Reasons for the proposed solution to be superior than initial requirement</b>	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i>	

## BID EVALUATION

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

Evaluation parameter	Marks
Technical Specifications/Requirements offered against the requirements spelt out in Annexure III (Detailed Technical Specifications). 1. Technical Specifications - 1.1. Primary Master should be Traceable to NIST/CRM/VSL/NPL – 8 Marks 1.2. The bidder should have ISO/IEC 17025 Accreditation Lab – 10 Marks 1.3. Stability Period- 8 Marks 1.4. Test Certificate - Gas Test Certificate along with gas supply- 8 Marks 1.5. Range of the gases (As per TCC) – 8 Marks 1.6. Certification accuracy of the gases (As per TCC)- 8 Marks	50
2. Cylinder Rental Charges <ul style="list-style-type: none"> <li>• Free for less than Two Year- 0 Marks</li> <li>• Free for Two Year or more – 10 Marks</li> </ul>	10
3. Bidder's Capability in terms of financial terms to undertake the assignment (minimum average annual turnover 5 Cr. in the past 3 years) <ul style="list-style-type: none"> <li>• Less than Five Cr.- 0 Marks</li> <li>• Five Cr. To less than Seven Cr. – 5 Marks</li> <li>• Seven or Greater than Seven Cr.- 10 Marks</li> </ul>	10
4. Bidder's experience in the same Area (minimum 5 Year experience ) <ul style="list-style-type: none"> <li>• Less than Five Year - 0 Marks</li> <li>• Five to less than Seven – 5 Marks</li> <li>• Seven or Greater than Seven – 10 Marks</li> </ul>	10
5. Past Projects (minimum 5) during last 3 years <ul style="list-style-type: none"> <li>• Less than Five - 0 Marks</li> <li>• Five to less than Seven – 5 Marks</li> <li>• Seven or Greater than Seven – 10 Marks</li> </ul>	10
6. Satisfactory Customer feedback (minimum 3 nos.) <ul style="list-style-type: none"> <li>• Less than Three Feedback - 0 Marks</li> <li>• Three To less than Five – 5 Marks</li> <li>• Five or Greater than Five - 10 Marks</li> </ul>	10
<b>Total</b>	<b>100</b>

**Note:**

1. The pass marks in Technical Specifications shall be 50 points out of 50 points
2. The minimum pass marks Overall shall be 80 points (80%) out of 100 points.
3. ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.

## DISQUALIFICATION CRITERIA

Any Bid failing in demonstrating any of the following shall be directly rejected:

1. Ability to fulfil the basic scope, as mentioned in Annexure-II “Eligibility Criteria”.
2. Capability of the Bidder Company/Agency/Entity for undertaking the assignment, by
  - 2.1 Not demonstrating relevant experience in the field of supply of calibration & operational gases
  - 2.2 Not demonstrating technical capability/ expertise in the field of supply of calibration & operational gases
  - 2.3 Not having the necessary financial strength in order to cope with the order with sufficient guarantees
  - 2.4 Not providing the necessary documents as per tender requirements.
  - 2.5 Not committing to loading and unloading of cylinder.
  - 2.6 Not providing transit Insurance.
3. Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified.
4. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
5. Bidder must comply to the provision of
  - a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 5 under Annexure XII**)  
([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](https://assets-bg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf))
  - b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 4 under Annexure XII**)  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)
6. Additionally, ICAT could reject any Bid not fulfilling the essential parameters listed in the technical conditions of contract, should the supplier fail in justifying that the proposed solution is equivalent or better than the requested performance.