

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
|---|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time | 14-03-2026 17:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 14-03-2026 17:30:00 |
| 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 | 1 |
| वस्तु श्रेणी / Item Category | DC Electronic Load (Q3) |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller | Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension | 3 |

| बिड विवरण/Bid Details | |
|--|-----------------------------------|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 3 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | Yes |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule | H1-Highest Priced Bid Elimination |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | HDFC Bank |
| ईएमडी राशि/EMD Amount | 35000 |

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). | 29 |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :

M/s International Centre for Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)
(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

DC Electronic Load (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---------------------|--|---|
| GENERIC | DC electronic load system suitable for testing of | DC Power Sources |
| | Compatible for testing of batteries | Yes for all type of batteries, No |
| | Operating Mode | Constant Current, Constant Voltage, Constant Resistance, Constant Power, Dynamic Mode |
| CONSTRUCTION | Mounting arrangement | Table top/Desk top, Rack Mountable with rack mounting Kit |
| | Memory Capacity | Up to 100 sets of measurements |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|-----------------------|--|--|
| | Power off memory function | Yes, No |
| | Protection for | Over Voltage, Over current, Over power, Over temperature, Current limiting, Power limiting |
| | Standard accessoires | Power cord, Operating instruction Manuals, Safety information and Driver CDs |
| INTERFACE | USB Device interface | 1 No., 1 No. with cable, No |
| | USB Host Interface | 1 No., 1 No. with cable |
| | LAN Interface | 1 No., No |
| | RS232 | 1 No., 1 No. with cable (9 pin female to female), No |
| | Digital I/O | Yes, Yes with cable |
| | GPIB | 1 No., 1 No. with GPIB Cable with connector, 1 No. USBGPIB interface Module with cable |
| ENVIRONMENT | Cooling Method | Fan cooled |
| | Operating Temperature (in deg. C) | 0 to 40, 0 to 55, 5 to 40 |
| | Storage temperature | -10 to +70, -20 to +70, -40 to +70 |
| | Altitude | < 2000 m |
| | Degree of protection, IP rating | IP 20 |
| INPUT RATINGS | Voltage range (in Volts) | 0 to 60, 0 to 80, 0 to 120, 0 to 150, 0 to 500, 0 to 600 |
| | Current range, High (in Amps) | 0 to 15, 0 to 30, 0 to 40, 0 to 60, 0 to 80, 0 to 120 |
| | Maximum power (in Watts) | 150, 200, 250, 300, 350, 500, 600 |
| | Test lead supporting for maximum voltage and maximum current for each DC Electronic Load System | Yes. Included with 1 m length, Excluded |
| CONSTANT CURRENT MODE | Low range (in A) | 0 to 3, 0 to 4, 0 to 6, 0 to 8, 0 to 12 |
| | High range (n A) | 0 to 15, 0 to 20, 0 to 30, 0 to 40, 0 to 60, 0 to 80, 0 to 120 |
| | Resolution Low (in mA) | 0.1, 1 |
| | Resolution High (in mA) | 1, 10 |
| | Low range accuracy | 0.1% + 5 mA, ± 0.2% ± 30mA |
| | High range accuracy | 0.1% + 10 mA, ± 0.2% ± 30mA |
| CONSTANT VOLTAGE MODE | Low range (in Volts) | 0 to 6, 0 to 8, 0 to 15 |
| | High range (in Volts) | 0 to 60, 0 to 80, 0 to 150 |
| | Resolution Low (in mV) | 1 |
| | Resolution High (in mV) | 5, 10 |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|-----------------------------|---|--|
| | Low range accuracy. | 0.1% + 3 mV |
| | High range accuracy. | 0.1% + 8 mV |
| CONSTANT RESISTANCE MODE | Low Range (in Ohms) | 0.04 to 10, 0.05 to 10, 0.08 to 15, 0.1 to 10, 0.15 to 10, 0.25 to 10, 0.3 to 10 |
| | High Range (in Ohms) | 2 to 15, 10 to 7.5, 10 to 99, 2 to 400 |
| | Resolution Low (in Ohm) | 0.001, 0.01 |
| | Resolution High (in Ohm) | 0.1 |
| | Accuracy Low | 0.01% + 0.08 S |
| | Accuracy High | 0.01% + 0.0008s |
| READ BACK VOLTAGE | Voltage range , Low | 0 to 6 V, 0 to 16 V, 0 to 18 V, 0 to 50 V |
| | Voltage range , High | 0 to 80 V, 0 to 120 V, 0 to 150 V, 0 to 500 V |
| | Resolution, Low | 0.1 mV, 1 mV |
| | Resolution, High | 1 mV, 10 mV |
| | Accuracy, Low | ±(0.025% + 0.025% FS) |
| | Accuracy, High | ±(0.025% + 0.025% FS) |
| READ BACK CURRENT | Current range , Low | 0 to 2 A, 0 to 3 A, 0 to 4 A, 0 to 6 A |
| | Current range , High | 0 to 15 A, 0 to 30 A, 0 to 40 A, 0 to 60 A |
| | Resolution, Low. | 0.01 mV, 1 mV |
| | Resolution, High. | 0.1 mV, 1 mV |
| | Accuracy, Low. | ±(0.05% + 0.05% FS) |
| | Accuracy, High. | ±(0.05% + 0.05% FS) |
| EXTERNAL ANALOG PROGRAMMING | Voltage programming accuracy | 0.5% + 12 mV |
| | Current programming accuracy | 0.25% + 4.5 mA |
| EXTERNAL MONITOR PORTS | Voltage monitor accuracy | 0.25% + 12 mV |
| | Current monitor accuracy | 0.1% + 4.5 mA |
| CERTIFICATIONS | Safety Compliance and test Certificate | as per IEC 61010-1, as per EN 61010- 1 |

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

| क्र.सं./S.No. | प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|---|------------------|------------------------------|
| 1 | Girish Chander | 122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050 | 1 | 90 |

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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Scope of Supply

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical Specification

Item Details

Supply of DC Electronic Load at ICAT Centre-1, Manesar (Haryana).

Technical Parameters: -

Total number of modules: 03
Module Capacity: 03kW (each)
Total Capacity: 09kW
Maximum Voltage: 60V DC
Input: AC line Input
Warranty 2 Years

5. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

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

terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

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

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

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

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

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

अंतर्राष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र

International Centre for Automotive Technology

अतिरिक्त नियम और शर्तें

Additional Terms & Conditions

**“Supply of DC Electronic Load” at ICAT Centre-1, Manesar
(Haryana).**

**Tender No. ICAT/GeM/EEL/Supply of DC Electronic Load/2025-
26/345**



International Centre for Automotive Technology

Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India

Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: purchase@icat.in, Website www.icat.in

विषयसूची
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निविदा सूचना/TENDER NOTICE

Subject: Supply of DC Electronic Load at ICAT Centre-1, Manesar (Haryana)

Sir/Madam,

The International Centre for Automotive Technology (ICAT) under Ministry of Heavy Industries, Government of India, invites tenders 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 | Supply of DC Electronic Load at ICAT Centre-1, Manesar (Haryana) |
| 2. | Product Specifications | As Per Chapter "1" |
| 3. | Earnest Money Deposit | <p>INR 35,000/- (Rupees Thirty-five thousand only) in form of DD/NEFT/Bank Guarantee (format as per Form XII of this ATC)/Banker's Cheque in favor of "International Centre for Automotive Technology", payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch at Delhi/NCR of Indian Scheduled bank and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).</p> <p style="text-align: center;">OR</p> <p>Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. <i>(The certificate should be valid for at least 6 months from the date of submission of bids).</i></p> <p>Note: The exemption shall not apply to traders, agents, dealers, distributors, or firms engaged in works contracts, even if they are registered under MSME or NSIC.</p> <p style="text-align: center;">OR</p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per Form XI accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid</p> |

| | | |
|----|----------------------------------|--|
| 4. | Performance Bank Guarantee (PBG) | Within fifteen [15] days from the date of acceptance of the PO, the Successful Bidder shall execute a Performance Bank Guarantee (format of PBG shall be as per Form X of this ATC), from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value to cover the delivery period as well as contract period. The PBG shall be made in INR only. |
| 5. | Delivery Period including I&C | The complete delivery of the material, including installation and commissioning, in accordance with the specifications and scope of this tender, shall be completed within 90 days from the date of issuance of the Purchase Order. |

Bidders must comply to the provisions of:

- Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at. (https://assetsbg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-restrictionsunder-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 (BEII) dated 04.06.2020 and as revised from time to time regarding bidders' eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

ICAT Bank Details for NEFT (in case any bidder deposits the EMD of INR. 35,000/- 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 |

अध्याय 1/Chapter 1

सप्लाई का स्कोप और डिटेल्ड टेक्निकल स्पेसिफिकेशन/Scope of Supply & Detailed Technical Specification

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “Supply of DC Electronic Load” at ICAT Centre-1, Manesar (Haryana)”.

| SI. No. | Item Details | Unit | Quantity |
|---------|---|------|----------|
| 1 | Supply of DC Electronic Load at ICAT Centre-1, Manesar (Haryana). Technical Parameters: - Total number of modules: 03 Module Capacity: 03kW (each) Total Capacity: 09kW Maximum Voltage: 60V DC Input: AC line Input | Nos | 01 |

In case of any query related to technical aspect, please feel free to contact the undersigned:

Contact Person: Mr. Manoj Kumar

Contact No.: +91- 8860187509

Email Address: manoj.kumar@icat.in

Calibration

Equipment shall be supplied with all the required calibration certificates.

All measuring devices shall be calibrated, and traceable calibration certificates shall be available by the time of pre-acceptance and shall be included in the documentation delivered by the supplier from any authorised NABL Laboratory along with OEM Calibration certificate if applicable.

Calibration plan shall be included.

Arrangement of calibrated material for the pre acceptance and final acceptance is the responsibility of the equipment supplier. Calibration tools and plan need to comply with International Standards and Accreditation.

Documentation

At the time of equipment delivery, the supplier is required to provide at least a manual in English containing description of the equipment with detailed drawings, instructions on the operation of the system and full maintenance details.

Calibration certificates shall be included in the documentation.

Documentation shall be delivered in 2 Hard Copies and in 2 Soft Copies

Installation

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

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

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

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

Service Support

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

Warranty Period

The Bidder shall be required to provide a comprehensive warranty of **2 years** from date of final acceptance, for equipment supplied under this tender, including the following:

- The Bidder shall commit cumulative down time not exceeding 300 natural hours a year including the time required for preventive maintenance and irrespective of the working hours.
- Any preventive maintenance and / or repair for breakdown shall be carried out by the Bidder at his own cost. No charge on this account (including cost of calibration, spare parts, wear parts, consumables to be changed during maintenance, travel and accommodation expenses, etc.) will be borne by ICAT.
- The preventive maintenance will be carried out by manufacturer's personnel, at a frequency specified by the Bidder at time of Technical Bid Submission.
- Every six months, the manufacturer's representative will be required to inspect the equipment and submit a report on overall health & maintenance status of the equipment at least till the warranty period.

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

Other Technical Conditions:

- 1. Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.
Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the Pre-Bid Meeting (if required). The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.
All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the Pre-Bid Meeting (MoM) on the Purchaser's official website (www.icat.in) and on the GeM Portal. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.
- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and technical requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature, clearly demonstrating conformance to the specified requirements. A Statement of Compliance, in the format prescribed within the Technical Specifications, shall be submitted for each item listed. Each compliance statement must be substantiated with authentic, verifiable documentation (e.g., brochures, datasheets, certifications) issued by the Original Equipment Manufacturer (OEM) or other credible sources. Furthermore, each page of the bid, including any amendments, corrections, or insertions, must be duly signed and stamped by the authorized signatory of the Bidder, thereby certifying its accuracy and authenticity. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Delivery, Installation, and Commissioning Timeline:** The Supplier shall be responsible for the complete delivery of all items within 90 days, as well as for installation and commissioning, in accordance with the specifications and scope of this tender. This includes the submission of all requisite warranty documents and associated deliverables. The entire process, comprising delivery, installation, commissioning, and handover of warranty documentation, must be completed with the timelines as per this tender. Timely execution of all activities within the stipulated period is of the essence. Any delay beyond the specified timeline shall attract penalties and other contractual remedies as prescribed in the tender terms and conditions.
- 4. Liquidity Damages (LD Condition):** In the event of a delay in delivery, installation, or commissioning beyond the stipulated timelines, and where such delay is not attributable to the Purchaser, the Supplier shall be liable to pay Liquidated Damages (LD) to the Purchaser. The LD shall be levied at the rate of 0.5% (half percent) of the total contract value for each week or part thereof delay, subject to a maximum ceiling of 10% (ten percent) of the total contract value. The imposition of LD shall not limit or restrict the Purchaser's right to terminate the contract or pursue any other remedies available under law or contract.
- 5. Assignment and Subcontracting:** The Contractor shall not, without the prior written consent of the Procuring Entity, sublet, transfer, assign, or otherwise dispose of the contract or any part thereof, or any interest, benefit, or advantage arising therefrom, in any manner whatsoever. The Contractor shall provide written notification to the Procuring Entity of all subcontracts awarded under this contract, if such subcontracts were not already disclosed in the original bid or contract. Such notification shall not absolve the Contractor of any liability or obligation under the contract. Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services. All subcontracts must fully

comply with the Contractor's obligations under this contract and shall not be used to circumvent the Contractor's responsibilities or obligations that formed the basis for the award of this contract. Any assignment, subletting, or transfer of this contract, or any part thereof, made without the prior written consent of the Procuring Entity shall constitute a material breach of contract. In such an event, the Procuring Entity shall have the right to invoke any or all remedies available under the contract or applicable law.

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

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

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

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

7. **Bid Validity/offer Validity:** Offers should be valid for a minimum of One Hundred Eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
8. **Billing:** All bills and accompanying documents should be raised and submitted in original as per the payment terms and should be accompanied by original copies of duly receipted/certified delivery challan/work progress or completion certificate, as applicable. No payment shall be released against any duplicate bills work progress report or completion certificate or delivery challan. All applicable taxes such as GST, service tax, works contract tax shall be mentioned separately in the invoice.
9. **Payment Terms:** 100% payment will be released after successful installation of equipment and submission of invoice along with valid e-way bill (Part A & B) at ICAT site in ICAT Centre-I, Manesar
10. **Submission of Following Documents to ICAT: -**
- Original Commercial Invoice.
 - Warranty Certificate
 - E-Way Bill (Both Part A & B)
 - Consignee LR/Transportation Copy (If Applicable).
 - Warranty Guarantee Certificate of OEM
11. **Delivery Period:** The complete delivery of the material, including installation and commissioning, in accordance with the specifications and scope of this tender, shall be completed within 90 days from the date of issuance of the Purchase Order.
12. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
13. Applicable statutory taxes will be deducted at source.
14. **Valid E-way Bill:** Material needs to be delivered along with valid E-way bill (Part A+ Part B) and within the validity of e-way bill.
15. Interested bidders must quote compulsorily for all the item as per ATC, else their bid will not be considered for further processing and shall be liable for disqualification without further notice.

16. **System of award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
17. Law of **the Republic of India** are applicable to this tender.
18. It is the responsibility of the bidder to supply the material safely to ICAT without any damage. In case of any damage during transit damaged material will not be accepted.
19. Applicable statutory taxes will be deducted at source.
20. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
21. **Delivery Terms:** For up to ICAT Site - 1 (Inclusive of Packing, Forwarding, Loading, Insurance, Transportation and Unloading of Equipment at ICAT Site (Centre-1).
22. **Delivery Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar, Gurgaon- 122050, GST No.: 06AABAN9435G2ZI.
23. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar, Gurgaon- 122050, GST No.: 06AABAN9435G2ZI.
24. **PERFORMANCE AND ADVANCE BANK GUARANTEE**
- 20.1 The successful bidder needs to submit a Performance Bank Guarantee within 15 days from the date of signing of GeM Contract/PO with ICAT. PBG should be issued from any branch of Delhi/NCR of any Indian scheduled Bank, for an amount equivalent to the 5% of the contract value to cover for contract period i.e. 2 Year. The PBG shall be made in INR only BG.
- 20.2 The PBG must be issued by a reputable bank and be valid for 24 months (which includes warranty period, delivery period & such other duration as stipulated in the contract). The PBG value shall be 5% of the total contract value and must be submitted in the prescribed format.
- 20.3 In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder, without notice.
- 20.4 ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfil its contractual obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.
- 20.5 In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder, without notice, and to forfeit the Earnest Money Deposit (EMD).
- 20.6 No interest will be paid by ICAT on the amount of Performance Bank Guarantee (PBG)
25. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT which they could not foresee, or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as: Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
26. **Relaxation in Prior Turnover and Experience:** The condition of prior turnover and prior experience may be relaxed for start-up/MSE's enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc.) where adequate justification exists

for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

- 27. Preference to Make in India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 28. 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 product offered or service. If L-1 is not an MSE and MSE Seller has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference / price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity

In case of any query related to technical aspect, please feel free to contact the undersigned:

Contact Person: Mr. Manoj Kumar

Contact No.: +91- 8860187509

Email Address: manoj.kumar@icat.in

अध्याय 2/Chapter 2

न्यूनतम पात्रता मानदंड/Minimum Eligibility Criteria

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

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

Any bid failing to meet the eligibility criteria below shall be summarily rejected and will not be considered for Financial Evaluation:

1. The bidder shall necessarily be a legal valid entity in the form of a Proprietary Firm, Partnership Firm, Private Limited Company/ agency (enclose a copy of registration / incorporation certificate with technical bid).
2. Bidder must have PAN & GST (enclose a copy of PAN & GST with technical bid).
3. The bidder should be either an OEM or his authorized channel partner. In case of Authorized Channel partner, Authorization Certificate from OEM is required.
4. The bidder should meet the technical specifications mentioned in Chapter 1.
5. **Signed & Stamped copy of ATC:** Bidders are required to submit the duly stamped & signed copy of this complete ATC towards the acceptance to fulfil the complete technical specification & compliance of this ATC. If the bidder fails to submit attested tender document, his/their tender will be liable to be rejected summarily.
6. It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
7. Bidder should be India-based.
8. Bidder should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India during the last 3 years. A declaration must be submitted to this effect with the tender document (Form-II attached).
9. **Bidder must comply with the provisions of:**
 - Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum

of the Department of Expenditure dated July 23, 2020, and as revised from time to time at.
<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)

- Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and as revised from time to time regarding bidders' eligibility and preference to make in India. (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)
- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- It is clarified that prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of work as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

Note: Bidder may note that GeM is Capturing and showing the IP address used by the buyer and bidder(s)/Seller(s). Bids submitted from IP address that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.

अध्याय 3/Chapter 3

बोली अस्वीकृति मानदंड/Bid Rejection Criteria

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

Bid Rejection Criteria:

- **Non-Compliance with Bid Security Requirements:**
 - Non-submission of the valid Earnest Money Deposit (EMD), or
 - Non-submission of the Bid Security Declaration in the prescribed format, or
 - Non-submission of a valid Udyam Registration Certificate for Micro & Small Enterprises (MSEs) or Startups seeking exemption from EMD under the Public Procurement Policy. Enterprises claiming such exemption must submit a copy of valid Udyam Aadhaar Memorandum (UAM) or Udyam Registration Certificate with the Technical Bid to be eligible for consideration.
- **Non-Submission of Statutory Registrations:** Bidders must submit valid copies of their Goods and Services Tax (GST) registration and Permanent Account Number (PAN). Failure to do so shall lead to disqualification.
- **Conditional Bids or Deviations:** Any bid containing deviations, exceptions, conditions, or assumptions from the tender terms and conditions shall be treated as non-responsive and summarily rejected
- **Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
- **IP Address duplication on e-procurement portal:** The online (e-procurement) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.
- **Non-Compliance with Minimum Eligibility Criteria:** Not Compliance with Minimum Eligibility Criteria: Failure to meet or demonstrate conformance to the “**Pre-Qualification / Minimum Eligibility Criteria**” as specified in the tender document will result in outright rejection of the bid.

अध्याय 4/Chapter 4

बयाना राशि जमा/Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD): INR **35,000/-** (Rupees Thirty-five thousand only) can be submitted in form of DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name "International Centre for Automotive Technology".

Or

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

- A valid registration certificate clearly indicating coverage for the tendered item must be submitted along with the Technical Bid.
- The registration certificate should remain valid for a minimum of six (6) months from the last date of bid submission.
- Exemption shall be granted only for procurement of goods/services directly covered under the registration.
- **Note:** The exemption shall not apply to traders, agents, dealers, distributors, or firms engaged in works contracts, even if they are registered under MSME or NSIC.

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR **35,000/-** (Rupees Thirty-five thousand only) through NEFT/RTGS)

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

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

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

Key Note's

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

The Earnest Money Deposit (EMD) submitted by the Bidder shall be liable to be forfeited in full in favor of ICAT without any prior notice or prejudice to any other rights or remedies available to ICAT under the contract or applicable law, in the event the Bidder: -

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

प्रपत्र - "I"/Form "I"

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

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

| | | |
|----|---|--|
| 12 | <p>Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed).</p> | |
| 13 | <p>Declaration regarding blacklisting or otherwise by the government departments as given in "Form II"</p> | |
| 14 | <p>The ATC (Additional Terms and Conditions document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be Enclosed</p> | |
| 15 | <p>Any other information document: Please specify</p> | |

प्रपत्र - "II"/Form "II"

ब्लैकलिस्टिंग / गैर-डिबारमेंट के संबंध में घोषणा-पत्र/Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorized Signatory Date:

प्रपत्र - "III"/Form "III"

मेक इन इंडिया तथा GFR 2017 के नियम 144 (xi) के अनुपालन के संबंध में घोषणा-पत्र

Declaration Regarding Make in India & Compliance of Rule 144 (xi) of GFR 2017

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

*** 1. Declaration regarding Make in India (MII)**

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

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

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

"I/We have read the clause regarding restrictions on procurement/sub-contracting from an entity/natural person/agent/consortium/Joint venture having beneficial ownership in countries which share land border with India. I/We certify that neither are we 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.]"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

Authorized Signatory

प्रपत्र - "IV"/Form "IV"

हितों के टकराव के संबंध में घोषणा-पत्र / Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/EEL/Supply of DC Electronic Load/2025-26/345

Tender Detail: Supply of DC Electronic Load at ICAT Centre-1, Manesar (Haryana)

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

| | Full Name | DIN | Full Residential Address |
|---|-----------|-----|--------------------------|
| 7 | | | |

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

| | |
|--|--|
| Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names. | |
|--|--|

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

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

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

WE FURTHER DECLARE THAT we have carefully read and understood the clause relating to ‘Conflict of Interest’ of Tender No. ICAT/GeM/EEL/Supply of DC Electronic Load/2025-26/345 The detailed Clause is as under:

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder

found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorized Signatory Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

प्रपत्र - "V"/Form "V"

बोलीदाता द्वारा घोषणा एवं प्रतिज्ञा-पत्र/Declaration and Undertaking from Bidder

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against Tender No. ICAT/GeM/EEL/Supply of DC Electronic Load/2025-26/345.

Dear Sir/Madam,

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

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

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

For M/s _____ (Name of the Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

प्रपत्र - "VI"/Form "VI"

कोई विचलन नहीं होने संबंधी घोषणा-पत्र/No Deviation Declaration

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal Name

Designation

Email Mobile No.

प्रपत्र - "VII"/Form "VII"

उत्पाद अनुपालन के संबंध में प्रतिज्ञा-पत्र/Undertaking For Product Compliance
(To be submitted Original on Bidder Letter Head)

To,

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

Sub: Undertaking for Product Compliance

Dear Sir/Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

प्रपत्र - "VIII"/Form "VIII"

प्रतिज्ञा-पत्र/Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. ICAT/GeM/EEL/Supply of DC Electronic Load/2025-26/345 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

प्रपत्र "IX"/Form "IX"

गैर-उपठेका के लिए वचनबद्धता /Undertaking For Non-Subcontracting
(To be submitted Original on Bidder Letter Head)

To,

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

Sub: Undertaking for non-subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

प्रपत्र - "X" / Form "X"

परफॉर्मेंस बैंक गारंटी (PBG) का प्रारूप/Format of Performance Bank Guarantee (PBG)

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at _____, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

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

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

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).

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

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Contractor's obligations against which this bank guarantee is given, are not completed or fully performed by the Contractor within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Contractor fulfills its obligations under the Contract. We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:
Bank
Corporate Seal of the Bank
By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

फॉर्म - "XI"/Form "XI"

EMD/बिड सिक्योरिटी के बदले घोषणा /Declaration In Lieu of EMD/Bid Security

(To be submitted on the Bidder's Letter Head)

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

Reference: "ICAT/GeM/EEL/Supply of DC Electronic Load/2025-26/345 (Supply of DC Electronic Load at ICAT Centre-1, Manesar (Haryana)

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

फॉर्म - "XII" /Form "XII"

बयाना राशि जमा /Earnest Money Deposit

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

Date: _____

International Centre for Automotive Technology

Plot - 26, Sector - 3, IMT, Manesar,

Gurugram - 122051.

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorized Representative

बयाना राशि जमा/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 up to _____ 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 up to _____ 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 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.

10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute arises in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.

11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only).

This guarantee shall remain valid till _____ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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