

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	17-07-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	17-07-2026 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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :chitra.hans@nabindia.in Buyer Email id: vikas.sharma@icat.in
कुल मात्रा / Total Quantity	254
वस्तु श्रेणी / Item Category	Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (Q3)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	40 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	45000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

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

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

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

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

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

2. 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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

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

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

Price Breakup - [1782374033.xlsx](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
07-07-2026 14:00:00	PE-C1 Meeting Room, International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050 (Haryana)

Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (40 pieces)**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)
Construction	Nominal Battery Voltage	12.0 (Volt)
	Battery Capacity at 10-h Rate [C 10] (in Ah)	75
	Material of Container	Polypropylene co-polymer (PPCP)

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

क्र.सं./S.No.	प्रेषिती/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	40	60

Buyback Detail

Item Name	12V 75 Ah
Item Description	UPS 6 X 20KVA
Serial No.	Not Available
Model	EP75 12
Brand	Exide
Year of Manufacturing	2023
Purchase On	2023-07-01
Age	

Size	
Rating	
Quantity	40
Unit	Nos
Remark	The minimum reserve price applicable for buy-back of existing batteries shall be as under. Bidders shall quote a buy-back value equal to or higher than the reserve price indicated herein and ATC Document (INR 1,831/- Inclusive GST).
Uploaded Image	View Uploaded Image

अस्वीकरण/Disclaimer

The vendor will be responsible for the un-installation of Buyback items.

Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (40 pieces)

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)
Construction	Nominal Battery Voltage	12.0 (Volt)
	Battery Capacity at 10-h Rate [C 10] (in Ah)	65
	Material of Container	Polypropylene co-polymer (PPCP)

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	40	60

Buyback Detail

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Item Name	12V & 65 Ah
Item Description	UPS 60 KVA
Serial No.	Not Available
Model	EP65-12
Brand	Exide
Year of Manufacturing	2024
Purchase On	2024-01-01
Age	
Size	1
Rating	
Quantity	40
Unit	Nos
Remark	The minimum reserve price applicable for buy-back of existing batteries shall be as under. Bidders shall quote a buy-back value equal to or higher than the reserve price indicated herein and ATC document (INR 1,610/- Inclusive GST)
Uploaded Image	View Uploaded Image

अस्वीकरण/Disclaimer

The vendor will be responsible for the un-installation of Buyback items.

Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (174 pieces)

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)
Construction	Nominal Battery Voltage	12.0 (Volt)
	Battery Capacity at 10-h Rate [C 10] (in Ah)	130
	Material of Container	Polypropylene co-polymer (PPCP)

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

क्र.सं./S.No.	प्रेषिती/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	174	60

Buyback Detail

Item Name	12V & 130 Ah
Item Description	4 X 200 KVA UPS
Serial No.	Not Available
Model	EP130-12
Brand	Exide
Year of Manufacturing	2023
Purchase On	2023-10-01
Age	
Size	1
Rating	
Quantity	174
Unit	Nos
Remark	The minimum reserve price applicable for buy-back of existing batteries shall be as under. Bidders shall quote a buy-back value equal to or higher than the reserve price indicated herein and ATC Document (INR 3,120/- Inclusive GST)
Uploaded Image	View Uploaded Image

अस्वीकरण/Disclaimer

The vendor will be responsible for the un-installation of Buyback items.

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Detailed Technical Specification View	Technical Specification of New Batteries and Old Buy Back Batteries	Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549(40)

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
2	Detailed Technical Specification View	Technical Specification of New Batteries and Old Buy Back Batteries	Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549(40)
3	Detailed Technical Specification View	Technical Specification of New Batteries and Old Buy Back Batteries	Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549(174)

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

Special terms and conditions-Version:1 effective from 31-10-2025 for category Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549

- 1.** The battery supply condition (factory charged), material and construction, separators, terminal post, cell lids, plates, electrolyte, connector, designation of cells, charger, flame arrestor, and marking requirements shall conform to the IS 15549 standard.

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

1. Generic

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

2. Scope of Supply

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

3. Warranty

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

4. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---

ATC Index		
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NIT (Notice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Government of India, having GST Registration No. 06AABAN9435G2ZI, hereby invites online bids through GeM Portal under the Two-Bid System (i.e., Technical Bid and Financial Bid) from reputed, experienced, and eligible bidders for **“Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana).”**, in accordance with the terms and conditions specified in the tender document.

Tender Activity Schedule

Scope of Supply	Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana).
Detailed Specification	Please Refer “Chapter - 1”
Site Location	International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)
Earnest Money Deposit (EMD) Or Bid Security Declaration	<p>Earnest Money Deposit (EMD): INR 45,000/- (Rupees Forty-Five Thousand Only) shall be submitted in form of DD/Bank Guarantee/Banker’s Cheque & FDR drawn in favour of “International Centre for Automotive Technology”, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name “International Centre for Automotive Technology”.</p> <p align="center">Or</p> <p>Firms registered as Start-ups or Micro and Small Enterprises (MSEs), as defined under the Public Procurement Policy for Micro and Small Enterprises (MSEs) issued by the Ministry of Micro, Small and Medium Enterprises (MSME), or firms registered with the Central Purchase Organization (CPO) or the concerned Ministry/Department, shall be exempted from payment of Earnest Money Deposit (EMD), subject to submission of a self-attested copy of the valid registration certificate along with the Technical Bid. The registration certificate shall be valid on the date of submission of bids and for a minimum period of six (06) months thereafter.</p> <p>Note: Traders, distributors, sole agents, and entities engaged in work contracts shall not be eligible for availing benefits under the MSME category.</p> <p align="center">Or</p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per “Form IV” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.</p>
Eligibility Criteria	Please Refer “Chapter - 4” of the Tender Document
The Last Date of Receipt of Queries if any,	Submission of Pre-Bid Queries Bidders are required to submit their queries, if any, in writing to E-mail ID by 06/07/2026 up to 1700 Hrs.

<p>Date for Clarification Meeting</p>	<p>Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.</p> <ul style="list-style-type: none"> ➤ Date: 07/07/2026 ➤ Time: 14:00 Hrs. ➤ Venue: PE-C1 Meeting Room, International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051, Haryana ➤ Mode: Physical or Virtual Meeting <p>All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.</p>
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ICAT Bank Details for NEFT/RTGS *(In case any bidder deposits the EMD of INR 45,000/- through NEFT/RTGS)*

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

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

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

Chapter - 1

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana).”**

Part - A: Detailed Technical Specifications, Performance Requirements and Compliance Criteria for Supply of New Batteries

Requirement I: 12V & 130Ah SMF Batteries with Buy Back Option (Quantity: 174 No's)

SI No.	SMF Batteries Technical Specification	
1.	Battery Capacity	12V & 130Ah (C20 Hour Rate at 27 °C)
2.	Approved Make	Amaron Quanta/Exide/Substantial Equivalent
3.	Type	Sealed Maintenance Free Valve Regulated Lead Acid
4.	Terminal Type	M6 X 25 MM Copper Terminal (Terminal Should Be: M6)
5.	Internal Resistance Range	Minimum 3mΩ to Maximum 5mΩ @ Full Charge at 27 °C
6.	Dimension in MM (L X W X H In MM)	445 X 168 X 247 (MM)
7.	Application	Suitable for 4 X 200 kVA UPS
8.	Warranty	Minimum 36 Month's Warranty from the date of receipt of defect free batteries at ICAT Site.

Requirement II: 12V & 75 Ah SMF Batteries with Buy Back Option (Quantity: 40 No's)

SI No.	SMF Batteries Technical Specification	
1.	Battery Capacity	12V & 75 Ah (C20 Hour Rate at 27 °C)
2.	Approved Make	Amaron Quanta/Exide/Substantial Equivalent
3.	Type	Sealed Maintenance Free Valve Regulated Lead Acid
4.	Terminal Type	Suitable for 12V & 75 Ah Batteries installed at Site
5.	Internal Resistance Range	Minimum 3mΩ to Maximum 5mΩ @ Full Charge at 27 °C
6.	Dimension in MM (L X W X H In MM)	375 X 180 X 165 (MM)
7.	Application	Suitable for 6X20 kVA UPS
8.	Warranty	Minimum 36 Month's Warranty from the date of receipt of defect free batteries at ICAT Site.

Requirement III: 12V & 65Ah Heavy Duty Tabular Batteries with Buy Back Option (Quantity: 40 No's)

SI No.	Heavy Duty Tabular Batteries Technical Specification	
1.	Battery Capacity	12V & 65Ah (C20 Hour Rate at 27 °C)
2.	Approved Make	Amaron Quanta/Exide/Substantial Equivalent
3.	Type	Heavy Duty Tabular
4.	Terminal Type	Suitable for 12V & 65Ah Batteries installed at Site
5.	Internal Resistance Range	Minimum 3mΩ to Maximum 5mΩ @ Full Charge at 27 °C
6.	Dimension in MM (L X W X H In MM)	375 X 180 X 165 (MM)
7.	Application	60 kVA UPS
8.	Warranty	Minimum 36 Month's Warranty from the date of receipt of defect free batteries at ICAT Site.

Other Technical Requirements

- 1. Compliance with Technical Specifications:** The products offered must strictly adhere to the specifications outlined in the tender document.

The bidder shall:

- Submit complete technical literature and product specifications with the technical bid
- Support each claim with authenticated documentation
- Ensure that each page of the bid, including any alterations or corrections, is duly signed and stamped by the authorized signatory

Failure to adhere to this clause may result in rejection of the bid.

- 2. Battery Compatibility and Installation:** The batteries offered must be physically compatible with the existing battery racks. In case of any dimensional incompatibility, the following conditions shall apply. Non-acceptance of either condition below shall lead to disqualification of the bidder:

Option I: If the bidder confirms that the proposed batteries can be installed in the existing battery bank racks, they shall bear the entire responsibility and cost for installation, including provision of all required accessories such as connectors and terminals. ICAT shall not be liable for any associated costs.

Or

Option II: If the proposed battery dimensions are incompatible with the existing battery racks, the bidder shall, at no additional cost to ICAT, supply and install new battery racks compatible with the quoted battery model, including all required accessories. ICAT shall not bear any cost related to the supply or installation of new battery racks or accessories.

Note: The bidder must ensure that the quoted price includes the cost of racks (if required) and associated installation accessories, as no separate payment will be entertained.

- 3. Age of Battery at Supply:** The supplied batteries must be manufactured no more than two (2) months prior to the date of delivery. Batteries older than this threshold at the time of supply will not be accepted.
- 4. Product Lifecycle Assurance:** The products offered shall not be declared as "End-of-Life" or "End-of-Sale" as of the date of bid submission. In the event the OEM discontinues support for the quoted model during the warranty period, the bidder shall, at no additional cost to ICAT, replace the product with an upgraded or equivalent model that meets or exceeds the original specifications and standards.

5. **Warranty Conditions:** The successful Bidder/Supplier shall provide an On-Site Comprehensive Replacement Warranty for all newly supplied batteries, including all associated components and accessories, for a period of Thirty-Six (36) Months from the date of successful installation, testing, commissioning, and acceptance by ICAT. During the warranty period, the Supplier shall, at its own cost and risk, promptly rectify any defect, deficiency, manufacturing fault, premature failure, or performance deterioration and shall replace any defective battery with a new battery of identical or higher specifications without any additional cost to ICAT. All expenses towards inspection, dismantling, transportation, handling, installation, testing, recommissioning, labour, and replacement shall be borne by the Supplier. In the event of failure to fulfil the warranty obligations within the stipulated period, ICAT shall have the right to undertake the necessary corrective measures at the risk and cost of the Supplier and recover the associated expenditure from any dues payable to the Supplier, including the Performance Security, without prejudice to any other rights and remedies available under the Contract.
6. **Country of Origin:** The offered batteries must be manufactured in India.
7. **Customer Support Infrastructure**
 - The Original Equipment Manufacturer (OEM) must operate a dedicated customer call center for logging service calls.
 - An escalation matrix must be provided on the OEM's letterhead, detailing the contact hierarchy for service-related escalations.
8. **Compliance with Standards:** The UPS batteries shall conform to either Indian Standards (IS) or JIS 8702 C Specifications.
9. **Manufacturing Certifications:** The manufacturing facility of the OEM must possess the following certifications
 - ISO 9001:2008 and TS 16949:2009 or BIS Certification for quality management
 - ISO 14001 or BIS Certification for environmental compliance
10. **Material Specifications**
 - Battery containers and covers shall be made of Polypropylene Co-Polymer (PPCP), ensuring low permeability and reduced water loss due to evaporation.
 - Batteries must feature reinforced end walls to prevent bulging during use.
 - For enhanced safety and damage prevention, each battery must be equipped with a PPCP protector over each terminal, along with clear polarity markings to avoid accidental short circuits.
11. **Testing and Certification:** The bidder must submit valid battery test reports issued by a recognized central government testing agency such as ETDC, CPRI, or any other similar NABL-accredited institution.
12. **National Service Network:** The OEM must have a PAN-India service network, and must also provide
 - A toll-free number for logging service complaints
 - An authorized sales and service center located in Delhi/NCR
13. **Delivery, Installation & Commissioning Timeline:** All batteries and associated components must be Delivered, Installed, Tested and commissioned within a period of **sixty (60) days** from the date of issuance of the purchase order, along with submission of warranty documentation.
14. **Scope of Work for Installation:** The battery set is to be installed at ICAT Centre - 1, Manesar, and the scope of work shall include
 - Transportation of new battery sets to the site
 - Loading and unloading of both new and old battery sets
 - Removal and buy-back of the old battery sets

- Installation of the new battery sets in existing racks
 - Provision of all necessary battery interconnection cables, terminals, connectors, and fixing accessories
- All costs related to the above are deemed to be included in the quoted price.

15. Packing, Insurance, and Transit Risk

- The supplied material must be securely packed to prevent any damage during transit.
- The goods must be insured by the bidder up to the point of delivery at ICAT Centre – 1, Manesar.
- All expenses related to transportation, insurance, handling, and delivery shall be borne solely by the bidder.
- The bidder shall be entirely responsible for the safe and intact delivery of all items.
- ICAT reserves the right to reject any items that do not meet the specifications or are damaged during transportation.
- In the event of loss or damage during transit, the bidder shall replace the affected items at no additional cost to ICAT.

16. Delivery Terms: Delivery shall be made on a FOR (Free on Road) basis to ICAT Centre – 1, Manesar, and shall include:

- Packing, forwarding, loading, transportation
- Insurance and unloading
- Delivery of all batteries and accessories as per the technical specifications

All logistics and associated costs up to the ICAT project site are under the bidder's scope.

17. Sub-Contracting Prohibition: Sub-contracting of any part of the supply, installation, or services under this contract is strictly prohibited. Any attempt to sub-contract may lead to immediate disqualification and/or termination of the contract.

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

Contact Person	Mr. Sudhakar Kumar	Mr. Sarmanlal Tiwari
Mail ID	sudhakar.chouhan@icat.in	Sarmanlal.tiwari@icat.in
Contact No.	(M)+91 9818964122	(M)+91 9911376565

Part-B: Detailed Compliance Requirements, Statutory Obligations and Evaluation Criteria for Buy-Back Existing Batteries

1. The successful Bidder shall be required to take back the existing/old batteries available at ICAT on an “As Is Where Is”, “As Is What Is”, and “No Complaint Basis” against the supply, installation, testing, and commissioning of new batteries under this Contract.
2. The details, quantity, type, rating, location and photographs of the old batteries proposed for buy-back are provided in the Tender Document for reference purposes only. Bidders are advised to inspect and assess the condition of the batteries independently before submitting their bids. No claim arising out of any variation between the photographs and the actual condition of the batteries shall be entertained by ICAT after submission of the bid.

SI No.	Battery Type - 1	
1	Battery Capacity	12 V & 130 Ah
2	Make	Exide
3	Model Number	Oct 2023
4	Manufacturing Month	EP130-12
5	Application	4X200 KVA UPS
6	Quantity	174 Nos.
SI No.	Battery Type - 2	
1	Battery Capacity	12 V & 65 Ah
2	Make	Exide
3	Battery Model	EP65-12
4	Manufacturing Month	Jan 2024
5	Application	UPS 60 KVA
6	Quantity	40 Nos.
SI. No.	Battery Type3	
1	Battery Capacity	12 V & 75 Ah
2	Make	Exide
3	Battery Model	EP75 12
4	Manufacturing Month	June 23
5	Application:	UPS 6 X 20KVA
6	Quantity	40 Nos.

3. The successful Bidder shall remove and lift the old batteries from ICAT premises only after successful installation, testing, commissioning, and acceptance of the new batteries, unless otherwise permitted by ICAT in writing.
4. All activities related to dismantling, handling, loading, transportation, lifting, disposal, recycling, processing, and statutory compliance in respect of the old batteries shall be carried out by the successful Bidder at its own cost, risk, and responsibility without any financial implication to ICAT.
5. The successful Bidder shall comply with all applicable provisions of the Batteries (Management and Handling) Rules, Battery Waste Management Rules, E-Waste Management Rules, Environmental Protection


Act, and any amendments thereto issued by the Government of India or the concerned statutory authorities from time to time. The Bidder shall be solely responsible for obtaining all necessary permissions, authorizations, registrations, and approvals required for transportation, recycling, disposal, or processing of the old batteries.

6. The successful Bidder shall indemnify and keep indemnified ICAT against any loss, damage, penalty, environmental liability, statutory action, claim, demand, or legal proceeding arising out of improper handling, transportation, storage, disposal, recycling, or non-compliance with applicable laws relating to the old batteries.
7. The ownership of the old batteries shall stand transferred to the successful Bidder only upon realization of the buy-back value by ICAT and completion of all contractual formalities. Thereafter, the Bidder shall assume full responsibility and liability for the old batteries.
8. The buy-back value quoted by the Bidder shall remain firm and fixed throughout the Contract period and shall not be subject to any escalation, revision, or withdrawal on any account whatsoever.
9. The successful Bidder shall submit documentary evidence, wherever required by ICAT, regarding environmentally sound disposal/recycling of the old batteries through authorized recyclers/processors in compliance with applicable statutory requirements.
10. Failure of the successful Bidder to lift the old batteries within the period stipulated by ICAT after completion of installation and commissioning of the new batteries shall attract risk and cost consequences, and ICAT shall be at liberty to dispose of the old batteries through any other agency at the risk and cost of the Bidder without prejudice to its other contractual rights and remedies.
11. **Reserve Price Schedule for Buy-Back of Existing Batteries:** The minimum reserve price applicable for buy-back of existing batteries shall be as under. Bidders shall quote a buy-back value equal to or higher than the reserve price indicated below. Any quote below the prescribed reserve price may be treated as non-responsive and liable for rejection.

Sl No.	Battery Rating	Minimum Reserve Price per Battery (₹) (Including GST)
1	12V, 130 Ah	₹ 3,120.00
2	12V, 75 Ah	₹ 1,831.00
3	12V, 65 Ah	₹ 1,610.00

Note: The above reserve prices are inclusive of all applicable taxes, duties, levies, loading, unloading, handling, transportation, recycling/disposal charges, and any other incidental expenses. The quoted buy-back value shall remain firm and fixed throughout the contract period and shall not be subject to any escalation or revision.

Old Batteries Pics

SI No.	Old Battery Rating	Photographs
1	12 V & 130 Ah	 
2	12 V & 65 Ah	 
3	12 V & 75 Ah	 

Procurement of Bulk Option

Procurement of Bulk Option

Chapter - 2

Instructions To Bidders

- 1. Submission of Quotation and Technical Documentation:** The Bidder shall submit a complete and comprehensive quotation in strict conformity with the detailed technical specifications of “**Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana)**” as specified in “**Chapter - 1**” of the *Additional Terms and Conditions (ATC) document*. The submission must encompass both the technical and financial proposals, duly separated and prepared in accordance with the requirements and formats prescribed in the tender documents. The technical bid shall include all requisite technical documentation, specifications, detailed drawings, product literature, and any other supporting information necessary to demonstrate full compliance with the tender specifications. Non-compliance with the stipulated submission requirements or failure to provide the requisite technical and financial details may result in rejection of the bid at the sole discretion of the Purchaser.
- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.
Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.
The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.
It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
- 4. Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.
Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the Pre-Bid Meeting. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.
All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a *Corrigendum and/or as the Minutes of the Pre-Bid Meeting (MoM) on the Purchaser's official website* (www.icat.in) and on the GeM Portal. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.

5. Pre-Bid Meeting Conditions

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

- **Date:** 07/07/2026
- **Time:** 14:00 Hrs.
- **Venue:** PE-C1 Meeting Room, International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051, Haryana
- **Mode:** Physical Meeting or Virtual

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

5.2 Submission of Pre-Bid Queries

- Bidders are required to submit their queries, if any, in writing to sudhakar.chouhan@icat.in, sarmanlal.tiwari@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in by 06/07/2026 up to 1700 Hrs.
- Queries should be submitted in the following format (**Format XII**):

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

5.3 Clarifications and Amendments

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

5.4 No Individual Communication

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

5.5 Binding Clarifications Only Through Corrigendum

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

5.6 No Suggestions or Deviations Post Submission Deadline

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

6. Earnest Money Deposit (EMD)

6.1 EMD Amount: Bidders are required to submit an **Earnest Money Deposit (EMD) of INR 45,000/- (Indian Rupees Forty-Five Thousand Only)** along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

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

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

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

6.3 Bid Rejection in Absence of EMD/Declaration

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

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

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

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

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

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

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

8. Evaluation Process

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

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

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

Chapter - 3

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): *INR 45,000/- (Rupees Forty-Five Thousand Only)* can be submitted in form of DD/Bank Guarantee/ Banker’s Cheque drawn in favour of “International Centre For Automotive Technology”, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/FDR/NEFT/Internet Banking in Beneficiary Name “International Centre For Automotive Technology”.

Or

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

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

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

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of *INR 45,000/-* through NEFT/RTGS)

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

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

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

Key Note's

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

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

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

Chapter - 4

Pre-Qualification & Technical Evaluation Criteria

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

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

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

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

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

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

2. Bidders are required to submit the duly filled and signed technical compliance for the technical specifications.
3. It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.
4. Bidders should be India-based.
5. **Bidder Eligibility:** OEM or Authorized Dealer/Distributor
 - The bidder must be either:
 - The **Original Equipment Manufacturer (OEM)** of the quoted batteries; or
 - An **authorized dealer/distributor/partner** duly appointed by the OEM.
 - In case the bidder is an authorized distributor/dealer/channel partner, a valid and duly executed Authorization Certificate issued by the OEM, specifically authorizing the bidder to quote, supply, install, commission, and provide warranty support for the offered products, shall be submitted along with the bid, either in the OEM's standard format or in the format prescribed under "**Form VII**" of the tender document. Failure to submit a valid authorization certificate shall render the bid liable for rejection.
 - In case the OEM itself participates in the bidding process, the OEM shall submit a self-declaration on

its letterhead or any other documentary evidence confirming its OEM status, duly signed by an authorized signatory, along with the bid. Non-submission of the requisite OEM declaration/documentary evidence may result in rejection of the bid.

6. **OEM Manufacturing Experience:** The OEM or principal manufacturer must have a minimum of **ten (10) years** of experience in the manufacturing of Sealed Maintenance Free Valve Regulated Lead Acid (SMF-VRLA) Batteries and/or Heavy-Duty Batteries as on the date of bid submission. Supporting documents such as incorporation certificates, factory licenses, or relevant statutory registrations must be submitted as proof.
7. **Experience of Authorized Dealers/Distributors/Channel Partners:** In cases where the bid is submitted by an Authorized Dealer, Distributor, Channel Partner, System Integrator, or any other authorized representative of the Original Equipment Manufacturer (OEM), such bidder shall possess a minimum of three (3) years' experience, as on the bid submission due date, in the successful execution of similar works involving the supply, installation, testing, commissioning, replacement, and/or buy-back of industrial batteries, battery banks, or allied power backup systems. In support of the above, the bidder shall submit copies of relevant work orders/purchase orders/contracts along with corresponding completion certificates, installation certificates, tax invoices, or other documentary evidence satisfactory to ICAT demonstrating successful execution of such works. Bids not supported by adequate documentary evidence may be treated as non-responsive and liable for rejection.
8. **Financial Capacity:** The bidder must have achieved a minimum average annual turnover of **INR 50 Lakhs during the last three financial years: FY 2022-23, FY 2023-24, and FY 2024-25.**

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

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

Disclosures:

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

9. **Relevant Project Experience:** The bidder shall have successfully executed orders for the supply of industrial batteries of similar type and capacity during the last three (3) years preceding the bid submission due date. The bidder must have completed supply of a minimum of **fifty (50) batteries** under a single order to each of the following categories of clients.

- a) At least two (2) Central Government Ministries/Departments, State Government Departments, Public Sector Undertakings (PSUs), Statutory Bodies, Autonomous Bodies, or Government-funded institutions; and
- b) At least three (3) reputed private sector organizations operating in India.

For establishing the above eligibility, the bidder shall submit documentary evidence in the form of:

- i. Copies of Purchase Orders/Work Orders/Contracts indicating the scope and quantity of supply; and
- ii. Corresponding GST-compliant Tax Invoices, Completion Certificates, Delivery Challans duly

acknowledged by the client, or any other documentary evidence acceptable to ICAT confirming successful execution of the supplies.

ICAT reserves the right to independently verify the credentials, past performance, service support record, and execution history of the bidder from the clients cited in support of the experience criteria. In the event any adverse report, unsatisfactory performance record, non-verification of submitted credentials, misrepresentation of facts, or negative feedback is received from such clients, ICAT shall have the right to reject the bid without assigning any further reason, and the decision of ICAT in this regard shall be final and binding upon the bidder.

10. **Authorization for Buy-Back and Environmental Compliance:** The bidder shall possess valid authorization, registration, license, consent, permit, or approval, as applicable, from the competent statutory authority for undertaking collection, transportation, handling, recycling, disposal, and/or buy-back of used batteries. Alternatively, the bidder may submit a valid authorization letter from the Original Equipment Manufacturer (OEM) and/or an authorized recycler duly permitted under applicable laws to undertake such activities. The bidder shall submit documentary evidence in support of the above authorization along with the bid. Further, the bidder shall furnish an undertaking confirming compliance with all applicable environmental laws, rules, regulations, and statutory requirements relating to battery waste management, including but not limited to the Battery Waste Management Rules, Environment (Protection) Act, 1986, and any amendments thereto. Bids submitted without the requisite authorization documents and compliance undertaking may be treated as non-responsive and liable for rejection.
11. **Non-Blacklisting/ Debarment Declaration:** The bidder, shall not have been blacklisted, debarred, banned, suspended, declared ineligible, or otherwise restricted from participating in tenders/contracts by any Central Government Ministry/Department, State Government Department, Public Sector Undertaking (PSU), Autonomous Body, Statutory Authority, Government Agency, or any reputed public or private sector organization in India as on the bid submission due date. The bidder shall submit a duly signed and stamped declaration to this effect along with the bid. In case the declaration furnished by the bidder is found to be false, incorrect, misleading, or if any material information is suppressed at any stage of the tendering process or during the currency of the contract, ICAT shall have the right to reject the bid, terminate the contract, forfeit the Performance Security, and take such other action as deemed appropriate, without prejudice to any other rights and remedies available under the contract or applicable law.
12. **After-Sales Service Support Facility:** The bidder and/or its Original Equipment Manufacturer (OEM) shall have an established and operational after-sales service support network within India, with adequate technical manpower, service facilities, and resources to provide timely maintenance support, attend breakdown calls, and fulfil warranty obligations during the warranty period and post-warranty support requirements, wherever applicable. The bidder shall submit a duly signed and stamped declaration on its official letterhead confirming the availability of such service support infrastructure in India, along with details of service centers, regional offices, authorized service partners, or support locations. ICAT reserves the right to seek documentary evidence and independently verify the availability and adequacy of the declared service support facilities. Failure to establish the availability of the requisite support infrastructure may render the bid liable for rejection.
13. **Bidder must comply with the provision 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 (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Procurement of SMF Batteries With Buy Back Option

Part - II (Technical Bid Evaluation Parameters)

Bid Evaluation - Eligibility for Technical Assessment: The Bidder shall mandatorily comply with all the *Pre-Qualification/Minimum Eligibility Criteria* as specified in "**Chapter - 4**" of this tender document. Only those Bidders who are found to be fully compliant with the *Pre-Qualification/Minimum Eligibility Criteria*, upon detailed scrutiny of the submitted documentation, shall be considered eligible for Technical Bid Evaluation. Any Bidder failing to meet the stipulated criteria in "**Chapter - 4**" shall be disqualified from further evaluation, and their Financial Bids shall not be opened or considered under any circumstances. The decision of the Purchaser in this regard shall be final and binding, without any obligation to provide justification or entertain representations.

Technical Bid Evaluation Parameters

1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%)** out of **100 Points**. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.

1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

Evaluation Parameter	Detail Description	Parameter Weightage
Technical Capability	Compliance to Technical Specifications as Specified in the " Chapter - 1 " of the Bid Document	40
Bidder's Past Experience	Experience of Similar Nature of Work Executed with in last 3 years <ul style="list-style-type: none"> ➤ 5 Order (Minimum) - 15 Marks ➤ 5 up to 10 Orders - 17 Marks ➤ More than 10 Orders - 20 Marks 	20
	Experience of Authorized Dealer, Distributor, Authorized Agent (In Years) <ul style="list-style-type: none"> ➤ 3 Years (Minimum) - 10 Marks ➤ > 3 up to 7 Years- 15 Marks ➤ More than 7 Years- 20 Marks <p style="text-align: center;">Or</p> Experience of Original Equipment Manufacturer (OEM) in Manufacturing of Industrial Batteries (in Years) <ul style="list-style-type: none"> ➤ 10 Years (Minimum) - 10 Marks ➤ > 10 up to 20 Years- 15 Marks ➤ More than 20 Years- 20 Marks 	20
Financial Capability	Financial Capability (Average of last 3 Years - FY 2022-23, 2023-24 & 2024-25) <ul style="list-style-type: none"> ➤ 50 Lakhs (Minimum) - 15 Marks ➤ >50 Lakhs up to 70 Lakhs - 17 Marks ➤ >70 Lakhs - 20 Marks 	20
Grand Total		100
Qualified (Yes/No)		

Evaluation Criteria and Preference Policy:

1. Technical Evaluation Threshold – Mandatory Compliance

- Bidders must secure a **minimum of 40 out of 40 points** in the **Technical Specifications Evaluation** section. This is a **mandatory qualifying criterion**; failure to achieve the full technical specification score will result in **immediate disqualification**, irrespective of the total overall score.

2. Overall Evaluation Threshold: To qualify for financial bid opening, bidders must obtain a minimum of **80 out of 100 points (80%)** in the overall evaluation. This includes scores from technical specifications, company credentials, past performance, and other evaluation parameters as outlined in the tender document.

3. Preference to Local Suppliers under Public Procurement Policy

- ICAT reserves the right to extend **purchase preference to local suppliers** in accordance with the provisions of the **Public Procurement (Preference to Make in India), Order 2017**, issued by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, vide Order No. **P-45021/2/2017-PP (BE-II)** dated **04.06.2020**, and any subsequent amendments thereto.
- For detailed guidelines, bidders may refer to the DPIIT policy document available at: <https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
- Bidders seeking such preference must submit the requisite **self-declaration and certification** documents as per the DPIIT guidelines along with their Technical Bid.

4. Purchase Preference for MSEs and Startups: In accordance with the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and the relevant guidelines issued by the Ministry of Micro, Small and Medium Enterprises (MSME), as well as Startup India Policy.

- **Preference as per Government Policy:** ICAT reserves the right to extend preference to Local Suppliers, Micro and Small Enterprises (MSE's), and Startups, in accordance with the applicable guidelines, circulars, and notifications issued by the Government of India, as amended from time to time. Such preference shall be accorded only upon submission of valid, relevant, and verifiable supporting documents along with the bid. Failure to provide the required documentation shall result in ineligibility for any preferential treatment.
- **Applicability of MSE Public Procurement Policy:** In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE's) Order, 2012, as amended, the benefits under this policy shall apply exclusively to goods manufactured or services rendered by registered MSE's. Entities operating solely as traders, distributors, marketing agents, or engaged under works contracts are expressly excluded from the scope and benefits of this policy.
- **Relaxation of Prior Turnover and Experience Requirements:** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.

- **Purchase Preference:** If an MSE or eligible Startup bidder quotes within L1 + 15% price range and agrees to match the L1 price, the order for up to 25% of the total tendered quantity may be awarded to such MSE/Startup, as per the policy provisions.

Definition of Similar Nature of Work - For the purpose of this tender, "Similar Nature of Work" shall mean successful execution of contracts involving the manufacture, supply, installation, testing, commissioning, replacement, maintenance, buy-back, disposal, or recycling of industrial batteries, battery banks, VRLA batteries, SMF batteries, lead-acid batteries, tubular batteries, lithium-ion batteries, UPS batteries, inverter batteries, DC power backup systems, or other allied energy storage and power backup solutions for Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Statutory Authorities, Educational Institutions, Commercial Establishments, Industrial Organizations, Data Centres, Telecom Operators, or reputed Private Sector Organizations.

Work orders involving supply and replacement of batteries with or without buy-back of old batteries shall also be considered as Similar Nature of Work, provided the scope and magnitude of work are comparable to the requirements of this tender.

Procurement of SMF Batteries With Buy Back Option

Chapter - 5

Bid Rejection Criteria

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

1. **Non-Compliance with Bid Security Requirements**

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

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

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

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

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

6. **Non-submission of the stamped and signed ATC/Tender Document, required Forms, associated documents, or any clarifications requested by ICAT within the prescribed timelines** shall render the Bid **non-responsive and liable for outright rejection**.

7. **Non-Submission of Required Documents / Bid Rejection:** In the event that ICAT raises any clarifications or requests for submission of additional documents on the GeM portal, the Bidder shall be required to furnish the requested documents within the stipulated timeline specified by ICAT. Failure to submit the required documents within the prescribed timeframe shall render the Bid non-responsive and liable for outright rejection. Under such circumstances, no further claims, requests, or representations shall be entertained by ICAT.

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

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

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

Chapter - 6

General Terms & Conditions

- 1. Scope of Supply/Work:** Supply, Installation, Testing and Commissioning of 12V 130Ah (174 No's) & 12V 75Ah (40 No's) SMF Lead Acid Batteries and 12V 65Ah (40 No's) SMF Lead Acid Batteries with Buy Back Option for UPS (As per technical specification and scope of work defined in "Annexure - A") Installed at ICAT Centre - 1, Manesar (Haryana).
- 2. Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
- 3. Product Lifecycle Assurance:** The products offered shall not be declared as "End-of-Life" or "End-of-Sale" as of the date of bid submission. In the event the OEM discontinues support for the quoted model during the warranty period, the bidder shall, at no additional cost to ICAT, replace the product with an upgraded or equivalent model that meets or exceeds the original specifications and standards.
- 4. Site Visit:** Bidders are encouraged to visit the ICAT site to inspect the location where the Batteries are installed. The site visit will provide the bidders with an opportunity to assess the installation environment and ensure that the proposed solution is suitable for the specified location. The bidder should coordinate with the designated representative at ICAT to schedule the site visit.
- 5.** The bidder should have a valid license to buy back old batteries or have authorization from OEM's. The bidder will be entirely responsible for the safe disposal of old batteries without affecting the environment in any manner as per prevailing statutory rules and Act/Law of the Land.
- 6. Project Completion Schedule (Including Supply, Installation, Testing and Commissioning):** The successful bidder shall complete the entire scope of work comprising supply, delivery, installation, testing, commissioning, successful handing over of 12V 130Ah, 12V 75Ah SMF Lead Acid Batteries and 12V 65Ah Lead Acid Batteries, along with submission of all requisite warranty documents, test certificates, compliance certificates and other contractual deliverables, within Sixty (60) Calendar Days from the date of issuance of the Purchase Order through the GeM Portal. Mere delivery of the batteries shall not constitute completion of the Contract, and the work shall be deemed complete only upon successful installation, testing, commissioning, submission of all required documents, and formal acceptance by ICAT. Any delay in completion of the work in any respect, including supply, installation, testing, commissioning, rectification of deficiencies, submission of mandatory documents or fulfilment of any contractual obligation within the bidder's scope, beyond the stipulated completion period shall render the bidder liable for imposition of Liquidated Damages (LD) and other actions/remedies as provided under the tender/contract conditions, without prejudice to ICAT's other rights and remedies available under the Contract.
- 7. Liquidity Damages (LD Clause):** The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.

8. **Payment Terms:** 100% of the invoice value shall be paid to the successful bidder upon the successful supply, installation, commissioning, and final acceptance of the 12V 130Ah, 12V 75Ah SMF Lead Acid Batteries, and 12V 65Ah SMF Lead Acid Batteries, along with all associated accessories. Prior to the release of payment, the bidder shall submit a Performance Bank Guarantee (PBG) issued by a nationalized or scheduled bank, equivalent to 5% of the total contract value. **The PBG must remain valid for a period of 36 months (3 years) for SMF Batteries, commencing from the date of satisfactory completion of the entire scope of work, including installation, commissioning, and final acceptance of the supplied batteries.** The Performance Bank Guarantee shall be unconditional, issued in favor of the International Centre for Automotive Technology (ICAT), and must cover any defects in material, workmanship, or performance of the 12V 130Ah, 12V 75Ah SMF Lead Acid Batteries, and 12V 65Ah SMF Lead Acid Batteries, during the applicable warranty period.

Submission of Following Documents to ICAT:

- Original Tax Invoice
 - Original Challan
 - E-Way Bill (Both Part A & B)
 - Consignee LR Copy (if applicable)
 - Warranty/Guarantee Certificate of OEM.
9. **Warranty Conditions:** The successful Bidder/Supplier shall provide an On-Site Comprehensive Replacement Warranty for all newly supplied batteries, including all associated components and accessories, for a period of Thirty-Six (36) Months from the date of successful installation, testing, commissioning, and acceptance by ICAT. During the warranty period, the Supplier shall, at its own cost and risk, promptly rectify any defect, deficiency, manufacturing fault, premature failure, or performance deterioration and shall replace any defective battery with a new battery of identical or higher specifications without any additional cost to ICAT. All expenses towards inspection, dismantling, transportation, handling, installation, testing, recommissioning, labour, and replacement shall be borne by the Supplier. In the event of failure to fulfil the warranty obligations within the stipulated period, ICAT shall have the right to undertake the necessary corrective measures at the risk and cost of the Supplier and recover the associated expenditure from any dues payable to the Supplier, including the Performance Security, without prejudice to any other rights and remedies available under the Contract.

10. Performance Bank Guarantee (PBG):

- **Performance Bank Guarantee (PBG) Requirement:** The successful bidder shall furnish a Performance Bank Guarantee (PBG) within 15 days from the date of issuance of the Notification of Award. The PBG shall be for an amount equal to **5%** of the total order value. The PBG must clearly specify the full address of the issuing bank, along with the contact details of the authorized signatory, including name, telephone number, fax number, and email address.
- **PBG Validity:** The Performance Bank Guarantee shall remain valid throughout the entire warranty period of **36 months (3 years) for the 12V 130Ah, 12V 75Ah SMF Lead Acid Batteries, and 12V 65 Ah SMF Lead Acid Batteries.**
- **Failure to Submit PBG:** If the successful bidder fails to submit the Performance Bank Guarantee within the stipulated timeframe, ICAT reserves the right to cancel the order without prior notice and to forfeit the Earnest Money Deposit (EMD).
- **Retention in Lieu of Non-Submission:** In case the Performance Bank Guarantee is not submitted, ICAT reserves the right to retain 5% of the total contract value from the final invoice as a security deposit. This retention shall be held until the successful completion of the warranty period i.e., 36 months (3 years) for 12V 130Ah, 12V 75Ah SMF Lead Acid Batteries, and 12V 65 Ah SMF Lead Acid Batteries counted from the date of final acceptance. The retained amount shall be released after the

warranty period, subject to satisfactory performance and fulfillment of all contractual obligations, without any interest.

- **Invocation of PBG:** ICAT reserves the right to invoke the Performance Bank Guarantee if the successful bidder fails to fulfil its contractual obligations or causes any loss or damage due to negligence or non-compliance with the terms and conditions of the contract.
 - **Return of PBG:** The Performance Bank Guarantee shall be released and refunded within 30 days after the successful completion of the contract, specifically upon the expiry of the warranty and support period for the equipment.
 - **No Interest:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee during its validity or upon refund.
11. **Delivery Terms:** FOR ICAT Centre - 1 Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Batteries Up to ICAT Centre - 1 Project Site in Bidder Scope).The transportation, loading, and unloading of old batteries under the buy-back arrangement from ICAT premises shall be the sole responsibility of the bidder. All associated costs and logistics shall be borne by the bidder, and ICAT shall not be liable for any expenses or liabilities arising in this regard.
12. **Insurance of Batterie's:** The batteries shall be securely packed to prevent any damage during transit and must be insured up to the point of delivery at ICAT, Manesar. The materials must be delivered directly to ICAT, Manesar, and all expenses related to transportation, insurance, and delivery shall be borne exclusively by the bidder. The bidder shall be solely responsible for the safe and timely delivery of the materials. ICAT reserves the right to reject any component or battery that does not conform to the required specifications at the time of installation or inspection. In the event that any battery or part thereof is lost, damaged, or rendered defective during transit, the supplier shall, at their own cost and without delay, arrange for the replacement of the affected item.
13. **Delivery/Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
14. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
15. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
16. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
17. **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.
18. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
19. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all

the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.

20. Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period.
21. **Corrigenda to the tender document:** Before the deadline for submitting bids, the Buyer may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigenda shall be published in the same manner as the original Tender Document through GeM portal. Without any liability or obligation, the Portal may send intimation of such corrigenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the portal for any corrigenda. Bidders are therefore requested to regularly visit GeM portal for updates. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, the Buyer may suitably extend the deadline for the bid submission, as necessary. After the Buyer makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
22. This Enquiry is a two-part tender. Against Part – I bid, bidders must submit only documents required against “Technical Specifications, Pre-Qualification & Technical Evaluation Criteria – Chapter - 4 and ATC”. Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid. Bidders must quote prices in Part – II bid (price bid) only.
23. **Eligibility Criteria:** Subject to provisions in the Tender Document as per enclosed **“Technical Specifications and Pre-Qualification & Technical Evaluation Criteria – Chapter - 4”** of the tendered item, participation in this Tender Process is open to all bidders who fulfil the ‘Qualification’ criteria Bidders are required to submit all documents as per the Pre-Qualification & Technical Evaluation Criteria along with Part 1 bid, to ensure the eligibility of their offer. Failure to submit any of the certificates/documents specified in the Bid Document or any subsequent Corrigendum to the tender, within the stipulated time, can result in rejection of the offer.
24. **Submission of Modifications, Deviations or Improvements to the Conditions of Contract**
 - i. **Permissibility and Stage of Submission:** Bidders may, only up to and including the Pre-Bid Meeting stage, propose deviations, modifications, or improvements to the Conditions of Contract, if considered necessary. Such proposals shall be limited in scope, shall be fully justified, and shall be directly relevant to the scope, objectives, and deliverables of the Tender, and demonstrably in the best interest of the International Centre for Automotive Technology (ICAT). Under no circumstances shall any proposed deviation, modification, or improvement alter the fundamental nature, scope, technical requirements, commercial framework, or objectives of this Tender.
 - ii. **Manner, Format, and Deadline for Submission:** All proposed deviations, modifications, or improvements shall be submitted strictly in the prescribed format, namely **“Form XII – Deviations or Modifications Suggested”** and shall be uploaded through the Government e-Marketplace (GeM) portal or submitted to the designated email address(es) as specified in the Tender Document. Any

proposal submitted after the Pre-Bid Meeting, or after the stipulated deadline, shall not be accepted, considered, or entertained under any circumstances and shall be summarily disregarded.

- iii. **Declaration of No Deviation:** Bidders who do not intend to propose any deviations, modifications, or improvements shall submit an explicit declaration to that effect by indicating ***“No Deviation Suggested” in Form XI. Failure to submit either Form XI or Form XII*** within the prescribed time shall be deemed to constitute the Bidder’s unconditional, irrevocable, and unqualified acceptance of all terms, conditions, and provisions of the Tender Document, without any exception, reservation, or qualification whatsoever.
 - iv. **Finality and Prohibition of Post Pre-Bid Deviations:** No deviations, modifications, clarifications, conditional terms, or alternative proposals shall be accepted after the Pre-Bid Meeting, at the time of bid submission, or at any subsequent stage of the tender process. Any bid containing conditional terms, unauthorized deviations, late submissions, or non-compliant proposals shall be liable to rejection outright, without any obligation on ICAT to seek clarifications, conduct correspondence, or provide any opportunity for rectification.
 - v. **Discretion of ICAT:** ICAT reserves the sole, absolute, and unfettered discretion to accept or reject, in whole or in part, any deviation, modification, or improvement proposed within the permitted timeframe. Acceptance of any such proposal, if considered appropriate, shall be communicated only through a formal corrigendum issued to the Tender Document. ICAT may, at its discretion, revise the bid submission schedule to enable prospective bidders to respond to such corrigendum. The decision of ICAT in this regard shall be final, conclusive, and binding on all Bidders.
- 25. Sub-Contracting:** Sub-contracting of any part of the Supply, Installation, Testing, and Commissioning (SITC) of the 12V 130Ah, 12V 75Ah SMF Lead Acid Batteries, and 12V 65Ah SMF Lead Acid Batteries, is strictly prohibited under this tender. The bidder shall execute all SITC-related work directly and shall not engage any third party, agency, or subcontractor to perform any portion of the contract. The successful bidder shall remain solely responsible for the complete performance of the contract and for ensuring full compliance with all terms, conditions, and technical specifications specified in the tender. Any attempt to subcontract any aspect of the SITC work may lead to immediate rejection of the bid or termination of the contract without any liability on the part of the ICAT.
- 26. Unsatisfactory Performance:** The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability, quality, and performance of any component(s), subsystem(s), or complete system(s) supplied under this contract, whether during the pre-dispatch, inspection, testing, installation, commissioning, or post-commissioning phases. In the event that any component, equipment, or system—whether in part or in full—is found to be **deficient, substandard, non-compliant with specifications**, or otherwise **unsatisfactory** in the opinion of ICAT, ICAT reserves the unequivocal right to **reject such component(s) or system(s)** without incurring any liability, financial or otherwise, and **without any obligation to provide justification** or explanation for such rejection. The **bidder expressly undertakes** to abide by and accept ICAT’s decision in this regard as **final and binding**, and **waives all rights to contest, dispute, or seek redressal** in respect of such decision. No claim for costs, compensation, or consequential damages shall be entertained by ICAT under such circumstances.
- 27. Termination of Contract:** If the performance of the successful bidder (hereinafter referred to as the “Supplier”) is found to be unsatisfactory – whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations – ICAT shall issue a written notice to the Supplier, treating the same as a formal warning.

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

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

Upon termination:

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

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

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

29. Intellectual Property Rights (IPR)

- **Ownership of Existing Intellectual Property:** All Intellectual Property Rights in the equipment, including patents, designs, trademarks and proprietary technologies, shall remain vested with the Original Equipment Manufacturer (OEM) or the Bidder, as applicable.
- **Right to Use Equipment and Documents:** ICAT shall have the unrestricted right to use the equipment supplied under the Contract for official purposes. The operation, maintenance and user manuals supplied along with the equipment may be copied, stored and shared internally by ICAT for training, operation and maintenance purposes.
- **Embedded Software/Firmware (if any):** Where the equipment includes embedded software or firmware, ICAT shall have a perpetual, royalty-free and non-exclusive license to use the same solely for the operation, maintenance and servicing of the equipment. No separate license fee shall be payable.
- **Non-Infringement Assurance:** The Bidder shall ensure that the supply, installation and use of the equipment by ICAT do not infringe any Intellectual Property Rights of any third party.
- **Indemnity:** The Bidder shall indemnify and hold harmless ICAT from and against any loss, claim, demand, cost or expense arising out of any alleged or actual infringement of Intellectual Property Rights in relation to the supplied equipment.
- **Use of ICAT Name and Logo:** The Bidder shall not use the name, logo, emblem or any official identification of ICAT for publicity, advertisement or commercial purposes without prior written approval of ICAT.
- **Survival:** The provisions of this clause shall survive the completion, expiry or termination of the Contract.

- 30. Indemnity:** The Successful Bidder/Vendor shall defend, indemnify and hold harmless ICAT, its officers, employees and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, suits, proceedings, judgments, liens, awards, damages, losses, costs and expenses, including costs of litigation and legal fees, to the extent such claims arise out of or are attributable to
- Any infringement or alleged infringement of Intellectual Property Rights, including patents, copyrights, trademarks or designs.
 - Any wrongful use or unauthorized disclosure of trade secrets or confidential information; or
 - Any act, omission or negligence on the part of the Successful Bidder/Vendor or its personnel, in connection with the performance of the Contract or the supply, installation, use or operation of the goods and/or services provided thereunder.

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

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

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

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

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

- 32. Law of the Republic of India are applicable to this tender.**

- 33. Force Majeure:** For the purpose of this Contract, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party (the Successful Bidder or ICAT) which was not reasonably foreseeable, or which, with the exercise of due diligence, could not have been foreseen or prevented, and which materially and adversely affects the performance of obligations under this Contract.

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

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

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

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

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

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

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

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

35. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.

- **"Corrupt Practice"** means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- **"Fraudulent Practice"** means misrepresentation or omission of facts in order to execution of contract.
- **"Collusive Practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
- During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
- Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.

36. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.

37. Integrity Clause

- **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
- **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
- **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.
- **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
- **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.
- **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.

38. **Purchase Preference Policies of the Government:** Unless otherwise stipulated in the Tender, the Buyer reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives.

- i. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- ii. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- iii. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or
- iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document

39. **Local Content Declaration (as per PPP-MII order from DPIIT, Govt of India, Ministry of Commerce):**

This tender is governed by extant PPP-MII order dated 19.07.24 and subsequent revisions (if any), issued by DPIIT, Government of India. Hence, all bidders must submit a certificate stating following details

(Proforma for MII certificate has been attached vide Form - XVIII):

- a. **Percentage of local content in offered products**
- b. **Place (s) of value addition in India**

Note:

- i. For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT.
- ii. Eligibility: only class I and class II local supplier as per extant PPP-MII order dated 19.07.24 are eligible to bid for the tender.

- iii. In case the tender value is more than **INR 10 Crores**, the suppliers (bidders) shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iv. Non-submission of the same shall render the bid ineligible for further consideration.
- 40. Declaration regarding MSE status of the bidder:** In case the Bidder is an MSE, they must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. Proforma has been attached in "**Form - XIX**". If the bidder does not furnish the required details in the tender, offer shall be processed by construing that the bidder is not falling under MSE category.
- 41. Support to Start ups:** The Startup should be registered with DPIIT and produce documentary evidence for the same. The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).
Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.
Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. Please be guided by the tender document.
- 42. Compliance to Restrictions under Rule 144 (xi) of GFR 2017:** OM dad. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India provides guidelines in terms of dealing with Bidders representing Countries sharing land border with India. Undertaking at "**Form - XVII**" to be provided.

Form "I"

Performa for Performance Bank Guarantee

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

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

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **10% (ten 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.

Form "II"

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

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

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

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

Procurement of SMF Batteries With Buy Back Option

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

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

Reference: Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50.

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.....

Form "V"
Earnest Money Deposit
(To be executed on the Letter Head of the Bidder)

Date: _____

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

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Form "VI"
Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50

Tender Detail: Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana).

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

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

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

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

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

business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

i) Bidder shall not act in contravention/violation to the provisions of competition act, as amended from time to time.

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Procurement of SMF Batteries With Buy Back Option

Form “VII”
OEM Authorization Certificate (MAF)

Date:

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

Subject: OEM Authorization Certificate for Participation in Tender for “Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50”.

Dear Sir/Madam,

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

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

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

We confirm that:

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

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

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

Yours sincerely,

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

Authorized Signatory (Seal & Signature): _____

Name: [Full Name]

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

Form "VIII"

Declaration and Undertaking from Original Equipment Manufacturer (OEM)

(To be submitted Original on the OEM Letter Head)

Date: _____

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

Sub: Undertaking by *Original Equipment Manufacturer* against *"Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50"*.

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

We hereby confirm the following points.

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

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

For M/s _____ (Name of the manufacturer)

Signature & company seal

Name Designation

Email

Mobile No.

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

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Form "X"
Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your *Tender/ATC Document No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50* as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Procurement of SMF Batteries With Buy Back Option

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

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

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

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

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

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Procurement of SMF Batteries With Buy Back Option

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

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Form "XIV"
Details of Contracts
 (To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India managed by the Bidder during the last three (3) years in the following format (attested copies of the PO's and completion certificates may be closed).

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

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

Date _____

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

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

Form “XVI”
Format for Annual Turnover
(To be submitted on letterhead of Chartered Accountant along with their UDIN)

Ref: Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50.

Annual Turnover Declaration

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

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

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

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

Form "XVII"

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

(To be submitted on Bidder Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in *ICAT Tender Document No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

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

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

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

Ref: Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50.

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

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

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

Country of Origin from OEM:

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

We confirm the following for the current tender:

1. Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA). That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 3(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.
2. For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
3. We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
4. We understand that we have to give a self-certification regarding local content wherever the tender value is up to Rs 10 crores. In case the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a

practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both cases, the certification has to be provided by us during bid submission.

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

Thanking you,

Yours faithfully,

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

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

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

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

Sub: MSE Declaration

Ref: Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50.

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

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

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

Thanking You,

Yours Faithfully,

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

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

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

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

Subject: Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) With Buy Back Option for UPS Installed for NVTC, Server Room & B1 Building at ICAT Centre - 1, Manesar (Haryana) under Tender No. ICAT/GeM/PE-C1/SMF-BTRY/2026-27/50

Dear Sir/Madam,

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

1. That the prices/rates quoted by us in response to the above-mentioned tender for the Supply and Installation of SMF Batteries 12V (130 AH, 75 AH & 65 AH) are **exclusive to the International Centre for Automotive Technology (ICAT)**.
2. That the prices offered are **not higher than those charged** to any other Government Department, Public Sector Undertaking (PSU), Autonomous Body, or reputed private automotive testing agency for similar goods or services, in the **recent past**.
3. That we have extended the **maximum applicable discount** to ICAT and hereby confirm that the price quoted to ICAT is the **lowest** offered by us to any of the institutions or organizations as mentioned above for comparable goods/services.
4. That in the event it is discovered at any stage during the currency of the contract that we have supplied the same or substantially similar goods/services to any other Government/PSU/Autonomous Body/Private Automotive Testing Agency at a **lower price**, we agree and undertake that ICAT shall, at its sole discretion, be entitled to exercise any one or more of the following remedies, without prejudice to its other legal rights or remedies:
 - Demand and recover the differential amount from us by way of refund or adjustment.
 - Cancel the purchase order in full or in part, without any liability on the part of ICAT.
 - Debar/blacklist us from participation in future tenders or procurement processes of ICAT.
 - Initiate appropriate legal proceedings under applicable laws for misrepresentation or breach of declaration.

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

Thanking you,

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____