

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-07-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-07-2026 19:30:00
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	buyer5.dhi.hr@gembuyer.in
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Repairing of Weiss Climatic Chamber floor integrated with HF-Mast; Service Provider
अनुबंध अवधि /Contract Period	6 Month(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,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	44000

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(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  
Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122051  
(Icat)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

- 1. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
- If number of technically qualified bidders are only 2 or 3.
  - If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - 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

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Buyer to mention scope of work:**[1781181699.pdf](#)

**Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:**[1781181703.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
23-06-2026 18:00:00	International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122051

**Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Repairing Of Weiss Climatic Chamber Floor Integrated With HF-Mast; Service Provider ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Automotive Test Agency
Type of Item/Product/System to be repaired or Installed	Repairing of Weiss Climatic Chamber floor integrated with HF-Mast
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Estimated number of visits as per last year records	0

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	Project / Lumpsum Based	<ul style="list-style-type: none"> <li>Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0</li> </ul>

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

### 1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

### 2. 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 :-

- 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).
- Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
- Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
- Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- Publishing bids on GeM for procurement of works.
- Procurement of Goods by creating a Service bid on GeM & vice-versa.
- 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.
- 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.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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 कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

### Additional Terms & Conditions (ATC)

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## Additional Terms & Conditions (ATC)

### Annexure – A

#### तकनीकी विनिर्देश और कार्य का दायरा / Technical Specification & Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, hereby invites bids on the Government e-Marketplace (GeM) Portal for **“Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL at ICAT Centre-1, Gurugram (Haryana).”**

#### A.1 Scope of Work:

Description	Quantity	Project Site	Completion Period
<p><b>Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL at ICAT Centre-1, Gurugram (Haryana).</b></p> <p><i>Note : After repairing, the floor must be capable to meet the original load-bearing capacity of 1 Ton per wheel and compatible with climatic conditions and dynamic loads</i></p>	1 Unit	ICAT Centre – 1	180 Days

#### A.2 General Purpose of the Equipment

The general purpose of the climatic chamber integrated with HF-Mast is to simulate specific environmental conditions—such as temperature, humidity—to test the durability, stability, and performance of vehicles, materials, or components under controlled conditions.

#### A.3 Key Objective for the Upgradation of the floor of the Climatic Chamber:

The Climatic Chamber of make Weiss which is integrated with the MAST system of make M/s. Moog. Due to continuous movement of heavy vehicles in the chamber the floor of the chamber has been damaged. The current condition of the chambers floor no longer meets the operational load requirements for safe and reliable testing.

#### A.4 Technical Requirements:

- 1. Introduction:** The purpose of this Tender document is to invite bids for the Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL.
- 2. Project Scope:** The project involves restoring the original capacity of the floor (1 Ton/wheel) and ensure safe operation. The scope of the project consists of everything (supply and service of all items) that requires to achieve the original capacity of the floor.

#### A.5 Scope of Work details:

The scope of work includes the repair and upgradation of the floor of the Weiss Climatic Chamber integrated with the HF-MAST system at FTL. The bidder shall inspect the existing floor, assess the extent of damage, and remove all damaged materials. After repairing the floor must be capable to meet the original load-bearing capacity of 1 Ton per wheel and compatible with climatic conditions and dynamic loads.

## Additional Terms & Conditions (ATC)

**NOTE:** Bidders may kindly visit ICAT Centre 1 for site inspection at their own cost, with no additional charges to ICAT.

### **A.6 Scope of Supply:**

The scope of supply includes all materials, tools, and equipment required for the repair and restoration of the damaged floor of the Weiss Climatic Chamber integrated with the HF-MAST system at ICAT Centre 1. The bidder shall supply suitable repair materials under this tender is:

- SS chequered plate
- SS angles
- Under ventilation blocks
- PE Sheets
- PUF Panels
- Sealant
- Waterproof marine plywood

All necessary tools and consumables for this work will be in bidder's scope. All supplied items must be new, meet relevant quality standards, and be delivered as per the requirement. Any additional cost towards any material will not be entertained lateron.

### **A.7 Technical Specifications of Weiss Climatic Chamber Integrated with HF-Mast:**

**Temperature Range:** Adjustable (typically -40°C to +80°C). Ramp rate 1°C per min.

**Humidity Range:** Adjustable (typically 25% to 95% RH and ±3%).

### **A.8 Additional Requirements:**

**Warranty:** Warranty duration for the repaired floor will be minimum 3 months after successful handover of the complete system.

**Note:** The bidder shall ensure that the floor repair work does not compromise the chamber sealing, its performance, or the performance of the HF-Mast integrated with the chamber. Anything related to supply or service to reach the floor capacity to 1T per wheel will be in bidder's scope. ICAT will provide power supply only up to the nearest available point.

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

**Contact Person:** Mr. Vidya Sagar Tripathi/ Mr. Prashant Kumar

**Contact No.** +91 9587484362/ +91 9958295813

**Mail ID:** [vidyasagar@icat.in](mailto:vidyasagar@icat.in)/[prashant.kumar@icat.in](mailto:prashant.kumar@icat.in)

## Additional Terms & Conditions (ATC)

### Annexure B

#### बयाना राशि जमा – EMD / Earnest Money Deposit – EMD

**Earnest Money Deposit (EMD): INR 44,000/- (Rupees Forty-Four Thousand Only)** can be submitted in form of **DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

**Firms who are registered with Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate/Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service, 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 Startup.

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.

## Additional Terms & Conditions (ATC)

**ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 44,000/- through NEFT/RTGS)**

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

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

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

### Key Note's

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

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

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

## Additional Terms & Conditions (ATC)

### Annexure C

#### योग्यता और तकनीकी मूल्यांकन के मानदंड / Eligibility & Technical Evaluation Criteria

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

#### **Pre-qualification/Minimum Eligibility Criteria for the Bidders:**

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

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

- **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. **Technical Compliance Requirement:** Bidders shall be required to submit a duly filled, signed, and stamped Technical Compliance Statement, clearly indicating conformity with each of the technical specifications outlined in the tender document. Each and every page of the Acceptance of Terms and Conditions (ATC) document must be signed and duly stamped by the bidder. This shall serve as a confirmation that the bidder has read, understood, and accepted all the terms and conditions specified in the tender document. Non-compliance with this requirement may lead to rejection of the bid.

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3. **Domestic Eligibility Requirement:** Only bidders that are legally registered entities in India and have a physical office and operational presence within the territory of India shall be eligible to participate in this tender. Proof of such legal establishment, such as a valid GST registration certificate, certificate of incorporation, or other equivalent documentation, shall be submitted along with the bid. Bids from foreign entities or those without a registered Indian presence shall be considered ineligible and will not be evaluated.
4. **Experience Required :** The bidder must have a minimum of three (3) years of experience in the field of service & supply of environmental or climatic chamber.
5. **Financial Capability:** The bidder must have an average annual turnover of at least **INR 20 Lakhs** in the last three consecutive FY's (2022-23, 2023-24 and 2024-25). The bidders must submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant indicating the turnover for the last 3 consecutive financial years (FY 2022-23, 2023-24 & 2024-25). The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
6. **Blacklisting and Legal Compliance Declaration:** The Bidder must not have been blacklisted, debarred, suspended, or declared ineligible for participation in any tender or procurement process by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), Autonomous Body, or any reputed private or institutional entity in India, at the time of submission of the bid. The Bidder shall submit a self-declaration affidavit, duly signed by an authorized signatory, affirming that they have not been blacklisted or debarred by any such authority or organization. Submission of a false declaration or concealment of facts shall result in immediate disqualification of the bid and may lead to legal action or blacklisting by ICAT, at its sole discretion.
7. **Bidders to Comply with:**
  - a) 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>).
  - b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II)

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dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

### Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- 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.

## Bid Rejection Criteria

- **Bids without EMD or Non-Submission of Bid Security Declaration Form "Form V" or Non-Submission of valid MSE's/Startup certificate** would be rejected. However, firms that are registered with **MSE's/Startup** for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.
- Bidders not having an average turnover of INR 20 lakhs in the above-mentioned financial years. Bidders are required to submit a CA-audited balance sheet, or any other relevant certificate certified by CA indicating the turnover for these financial years (FY 2022-23, 2023-24 and 2024-25).
- Not submitting a copy of the GST and PAN registration certificates.
- Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified. Any internal references from NAB & its centres shall be deemed considered

### **Additional Terms & Conditions (ATC)**

for the purpose of satisfactory reference even without being submitted in the bid.

- Any deviation requested on tender conditions.
- 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.
- Not having minimum qualification criteria mentioned in **“Pre-qualification/Minimum Eligibility Criteria.”**
- 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.

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### Technical Evaluation

#### Technical Bid Evaluation Parameters

1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **75 Points (75%)** out of **100 Points** however bidder must score **60 marks in the Technical Capability**. 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:

Item	Detail Description	Parameter Weight								
Technical Capability	Compliance to Technical Specifications as Specified in the "Annexure A" of the Bid Document	60								
Experience	<p><b>Bidder Experience in the field of service &amp; supply of environmental or climatic chamber</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Years</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">&gt;3</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Years	Marks	3	5	>3	10	10		
Years	Marks									
3	5									
>3	10									
Financial Capability	<p><b>The Bidder's capability in financial terms to undertake the assignment (Avg. of last 3 years - FY 2022-23,2023-2024 and 2024-25)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Amount (INR- Lacs)</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">≥20≤25</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">&gt;25≤35</td> <td style="text-align: center;">7</td> </tr> <tr> <td style="text-align: center;">&gt;35</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Amount (INR- Lacs)	Marks	≥20≤25	5	>25≤35	7	>35	10	10
Amount (INR- Lacs)	Marks									
≥20≤25	5									
>25≤35	7									
>35	10									
Project Implementation	<p style="text-align: center;"><b>Work Plan, Delivery period</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Attached Work Plan, Delivery period and Project Implementation Team</td> <td style="text-align: center;"><b>10</b></td> </tr> </tbody> </table>	Criteria	Marks	Attached Work Plan, Delivery period and Project Implementation Team	<b>10</b>	10				
Criteria	Marks									
Attached Work Plan, Delivery period and Project Implementation Team	<b>10</b>									
Warranty period	<p style="text-align: center;"><b>Warranty</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Warranty= 3 months</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">Warranty &gt; 3 months</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Criteria	Marks	Warranty= 3 months	5	Warranty > 3 months	10	10		
Criteria	Marks									
Warranty= 3 months	5									
Warranty > 3 months	10									
<b>Grand Total</b>		<b>100</b>								

## Annexure - D

### सामान्य नियम और शर्तें / General Terms & Conditions

- 1. Scope of Supply and Work:** The scope of supply and work under this tender shall for the repair and restoration of the damaged floor of the Weiss Climatic Chamber integrated with the HF-MAST system at ICAT Centre 1 in accordance with the technical specifications, performance requirements, and project scope detailed in *"Annexure - A"* of this tender document. The work is to be executed at the International Centre for Automotive Technology (ICAT), Centre - 1, Manesar, Haryana.
- 2. Technical Bid and Compliance Documentation:** The bidder shall submit its quotation strictly in accordance with the technical specifications and requirements outlined in this tender document for the repairing of the climatic chambers floor. The technical bid must include complete and detailed information about the work. A Statement of Compliance shall be submitted along with the technical bid. This statement must clearly indicate whether the offered solution complies with each specified requirement and must be supported by authentic, verifiable documentation. All pages of the bid, including annexures, forms, amendments, corrections, and overwrites (if any), must be duly signed and stamped by the authorized signatory of the bidding entity. Failure to adhere to any of the above requirements may result in the summary rejection of the bid on technical grounds, without further notice.
- 3. Site Visit:** Prospective bidders are strongly advised to undertake a site visit to inspect the existing condition of floor and understand the requirement after the repairing of floor. The purpose of the site visit is to enable bidders to assess the present condition of the floor, understand the scope and extent of the repaired work, evaluate operational constraints, and obtain any technical clarifications necessary for the preparation of a complete, realistic, and technically sound proposal. The site visit shall be scheduled in coordination with the designated official of the Purchaser, as per the contact details provided in the tender document. All site visits shall be conducted during official working hours and must be completed at least five (5) working days prior to the bid submission deadline. All costs and arrangements related to the site visit, including travel, boarding, lodging, and any other incidental expenses, shall be borne entirely by the bidder. The Purchaser shall not be responsible for providing any logistical support or bearing any expenses associated with such visits.

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4. **Completion Timeline:** The entire scope of work for the repairing of the floor, as defined in this tender, shall be fully completed within **One Hundred Eighty (180) calendar days** from the date of receipt of the GeM Contract/Order by the successful bidder. Completion shall include the delivery of all required materials, execution of repair activities, successful testing, and final acceptance by the Purchaser. The Bidder is required to submit, along with its offer, a detailed timing plan outlining all phases of the project activities. This timing plan shall also specify any on-site service requirements, utilities, or building services necessary during the execution period, to enable ICAT to make appropriate logistical and infrastructural arrangements. Time shall be considered the essence of the contract, and any delay beyond the stipulated period, without prior written approval from the Purchaser, may result in the imposition of penalties, contract termination, and/or forfeiture of performance security, as applicable under the terms of the contract.
5. **Liquidated Damages (LD) Clause:** In the event of any delay in completion beyond the stipulated period, without prior written approval from the Purchaser, the Bidder shall be liable to pay liquidated damages for delay, calculated at the rate of **0.5% (half percent)** of the total contract value per week or part thereof of delay, subject to a maximum cap of **10% (Ten Percent)** of the total contract value. The recovery of liquidated damages shall be without prejudice to any other rights or remedies available to the Purchaser under the contract, including but not limited to termination of the contract and forfeiture of the performance security. The Purchaser reserves the right to deduct the liquidated damages amount from any payment due to the Bidder, including the performance security deposit.
6. **Warranty Conditions:** The Bidder shall provide a comprehensive warranty for a period of **three (3) months** from the date of final acceptance of the repaired climatic chamber floor. This warranty shall cover all items supplied and services rendered under the scope of this contract.

**The following conditions shall apply during the warranty period:**

- **Performance Guarantee:** The performance of the repaired floor shall be guaranteed for the full duration of the warranty period. The Purchaser reserves the right to conduct periodic acceptance or functionality tests during this period. If any subsystem, component, or service fails to meet performance criteria, the Bidder shall undertake all necessary **corrective actions** promptly and at their own cost to restore compliance.

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- **No Additional Charges:** Under no circumstances shall the Purchaser be liable for any costs associated with **labour, spares, travel, consumables**, or any other activity undertaken by the Bidder for maintenance, repair, or replacement during the warranty period, provided the failure is not due to misuse or unauthorized interference by the Purchaser.
- 7. **Insurance and Safe Delivery of Materials:** All equipment, components, tools, and materials required for the repairing of the chamber floor shall be securely packed and insured by the Contractor up to the point of final delivery at ICAT, Manesar (Haryana), to safeguard against loss, theft, or damage during transit. The Contractor shall bear full responsibility and all associated costs for the transportation, insurance, handling, and safe delivery of such items to the designated site.
- 8. **Prohibition of Sub-Contracting:** Sub-contracting of any portion of the work related to this tender is strictly prohibited under this contract. The Contractor shall remain solely and fully responsible for the execution, performance, and compliance with all terms, technical specifications, obligations, and deliverables as stipulated in this tender document. Any attempt by the Contractor to sub-contract or delegate work, whether in whole or in part, shall be deemed a material breach of contract, entitling the Purchaser to reject the bid, cancel the award, or terminate the contract with immediate effect, without prejudice to any other rights or remedies available under law or contract.
- 9. **Payment Terms:** 50% of the contract value shall be payable against delivery and 50% after successful **completion of work**.
- 10. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).
- 11. **Delivery Terms:** The delivery of all materials, components, and tools required for the execution of the contract shall be on a Free on Road (FOR) basis to the ICAT Project Site at Manesar. The responsibility for packing, forwarding, loading, transportation, transit insurance, and unloading of all goods at the designated ICAT site shall rest solely with the Contractor.
- 12. **Delivery/Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
- 13. **Right to Amend Terms:** The Purchaser, i.e., ICAT, reserves the right to **modify, amend, or supplement** any of the terms, conditions, specifications, or eligibility criteria set forth in this tender document, at any stage, in order to align with evolving **project priorities, technical**

### Additional Terms & Conditions (ATC)

requirements, or administrative needs. Such modifications, if any, shall be communicated to all participating bidders through written addenda or corrigenda issued by ICAT.

14. **Price Quotation and Correction:** All prices must be quoted in Indian Rupees (INR) and shall be entered in numerical figures only. In the event of any arithmetic discrepancy between the unit price and the total price derived from the multiplication of unit price by quantity, the unit price shall be deemed correct, and the total price shall be corrected accordingly. If the bidder does not accept the correction of errors, the bid shall be rejected.
15. **Acceptance of Terms:** The bidder is required to sign and stamp all pages of the tender document, including any corrigenda or annexures and forms, as a token of unconditional acceptance of all terms, conditions, and obligations stated therein. Failure to comply with this requirement may result in rejection of the bid on procedural grounds.
16. **Rejection of Conditional Bids:** Bidders are required to submit their offers strictly in accordance with the terms, conditions, and specifications stipulated in this tender document. Conditional bids or bids containing deviations, assumptions, qualifications, or conditions not expressly permitted in the tender shall be considered non-responsive and are liable to be summarily rejected without any further notice or obligation on the part of the Purchaser. The Purchaser shall not entertain any correspondence or clarification on such rejected bids, and the decision of the Purchaser in this regard shall be final, binding, and non-contestable.
17. **Qualification Criteria:** Only those bids that meet the technical specifications and evaluation criteria as outlined in the tender document shall be considered. Bidders must provide all necessary documentation to demonstrate compliance with these criteria.
18. **Award of Contract:** The contract shall be awarded to the bidder who satisfies the qualification criteria and offers the lowest (L1) price, subject to compliance with all other terms and conditions of the tender.
19. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.
20. **Submission of Modifications or Improvements to Conditions of Contract**
  - **Permissibility of Proposals:** Bidders are permitted to submit proposals for modifications or improvements to the Conditions of Contract, provided that such proposals are justified,

### Additional Terms & Conditions (ATC)

clearly articulated, and demonstrably serve the best interests of the International Centre for Automotive Technology (ICAT). All such proposals must relate directly to the scope and objectives of the present tender and shall be expressed in clear, concise, and unambiguous terms.

- **Form and Manner of Submission:** All proposed modifications or improvements shall be submitted using the prescribed format titled *“Deviations or Modifications Suggested Form - IX”* and shall be uploaded through the Government e-Marketplace (GeM) portal or submitted via the designated email address(es) as specified in the bid documents. Such submissions must be made no later than *seventy-two (72) hours* prior to the official bid submission deadline. Any submissions received beyond this period shall be summarily disregarded and shall not be considered for evaluation.
- **Declaration of No Deviation:** In the event that a bidder does not intend to propose any modifications or improvements to the Conditions of Contract, the bidder shall make an express declaration to this effect by stating *“No Deviation Suggested”*. Failure to submit either the completed *Form VIII* or the express declaration within the prescribed period shall be construed as the bidder’s unconditional acceptance of all terms and conditions set forth in the tender document.
- **Finality of Submissions:** No deviations, modifications, or conditional proposals shall be entertained after the expiry of the deadline or at any stage post bid submission. Bids containing late, conditional, or non-compliant submissions shall be liable for outright rejection without any further correspondence, clarification, or recourse to the bidder.
- **ICAT's Discretion:** ICAT reserves the sole, absolute, and unfettered right to accept or reject, in whole or in part, any modifications or improvements proposed by any bidder. Acceptance of any such proposals shall be communicated through the issuance of a corrigendum to the tender document. ICAT may, at its discretion, revise the bid submission deadline to provide all prospective bidders adequate time to consider the corrigendum and submit revised bids, if necessary.

**21. Right to Modify or Withdraw Tender:** The issuance of this tender document does not constitute an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or modify any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be necessary at any stage. ICAT reserves the right to reject any

### Additional Terms & Conditions (ATC)

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

22. **Confidentiality:** Both ICAT and the Selected Bidder shall maintain the confidentiality of all proprietary information exchanged during this contract. Neither party shall disclose any confidential information to third parties without the prior written consent of the other, except as required by law. This obligation shall survive the termination or completion of the contract.
23. **Unsatisfactory Performance:** The Bidder acknowledges and agrees that ICAT shall have the sole discretion to assess the performance of any work under this contract, whether primary or final. Should ICAT determine, at its sole discretion, that any such component(s) are unsatisfactory or fail to meet the specified requirements, ICAT reserves the right to reject the component(s) in whole or in part, without incurring any liability, whether direct or indirect, to the Bidder. This right may be exercised during the pre-commissioning or post-commissioning phases, as applicable. The Bidder agrees to be bound by ICAT's decision and shall take all necessary actions to rectify any deficiencies promptly.
24. **Termination of Contract:** In the event of unsatisfactory performance by the Vendor, ICAT shall issue a written warning letter detailing the deficiencies observed. If, after a period of fourteen (14) calendar days from the date of the first warning letter, the Vendor fails to address the issues to ICAT's satisfaction, a second warning letter shall be issued. Should the Vendor's performance remain unsatisfactory after the second warning letter, ICAT reserves the right to terminate the contract by providing one (1) month's written notice to the Vendor, without assigning any further reason. Upon termination, any amounts deemed payable to the Vendor shall be forfeited, and no further claims shall be entertained. The Vendor shall remove all equipment, materials, and personnel from ICAT's premises within thirty (30) calendar days of contract termination. ICAT's decision regarding the determination of performance shall be final and binding.
25. Any Dispute/Difference arising out of or relating to this tender: In case any dispute arises between ICAT and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, Director, ICAT with the concurrence of both the parties shall appoint Sole Arbitrator to resolve

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the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at Gurugram and shall be in English Language. The court of Gurugram shall have the jurisdiction.

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

26. **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**

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**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.**

27. **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 behaviour, 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.
28. **Relaxation in Prior Turnover and Experience (refer Minimum Eligibility Criteria) :** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.
29. **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore,

### **Additional Terms & Conditions (ATC)**

the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

**Additional Terms & Conditions (ATC)**

**Form: I**

**विक्रेता जानकारी फॉर्म / Vendor Information Form**

<b>1</b>	<b>Name of the Bidder</b>	
<b>2</b>	<b>Address of the Bidder</b>	
<b>3</b>	<b>Contact Details of the Bidder</b>	
	<b>Telephone No. With STD Code</b>	
	<b>Fax No.</b>	
	<b>Mobile No.</b>	
	<b>E-mail ID &amp; Website if any</b>	
<b>4</b>	<b>Nature of Business (Product/Services)</b>	
<b>5</b>	<b>Name of Proprietor/Partners/Directors of Firm/Agency</b>	
<b>6</b>	<b>Company Establishment Year</b>	
<b>7</b>	<b>Whether registered with Startup/MSE (Please enclose relevant self-attested photocopy of Certificates)</b>	
<b>8</b>	<b>Bidder Bank Details (Please attached cancelled cheque):</b>	
	<b>Name of Account Holder</b>	
	<b>Account Type (Current/Savings)</b>	
	<b>Complete A/c No.</b>	
	<b>Name of Bank</b>	
	<b>Name of the Branch with Complete Address</b>	
	<b>IFSC Code of the Branch</b>	
	<b>9 Digit MICR Code of the Branch</b>	
<b>9</b>	<b>Legal status of the bidder such as Company, partnership/proprietorship concern, etc.</b>	
<b>10</b>	<b>GST Registration No.</b>	
<b>11</b>	<b>Permanent Income Tax Number (PAN) No.</b>	

(Seal of Organization & Signature of Authorized Signatory)

Date

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**Form: II**

**न्यूनतम पात्रता मानदंडों के लिए चेकलिस्ट / Checklist for Minimum Eligibility Criteria**

<b>Sl. No</b>	<b>Information Sought</b>	<b>Type of Proof</b>	<b>Page No. of the bid</b>
1.	Date of Establishment/Incorporation		
2.	Company Status (Prop. /Partnership/Pvt. Ltd. Co./Public Limited Co./PSU/Govt)		
3.	PAN No. of the firm (Enclose self-attested photocopy)		
4.	GST Registration No. (Please enclose self-attested photocopy of certificate)		
5.	Proof of Experience as per Chapter 3		
6.	Proof of Turnover for the last three financial years 2022-23, 2023-24 & 2024-25 as per clause 4 of chapter 3.		
7.	Self-attested photocopies of Income Tax Return (I.T.R) for the last 3 years (i.e. 2022-23, 2023-24 & 2024-25)		
8.	Undertaking to be submitted as per Form XI		

Signature of the authorized person

Seal:

Name:

Date: Place:

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### **Form: III**

#### **बोली लगाने वाले की ओर से स्वीकृति / Acceptance from the Bidder**

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

Place:

Signature:

Date:

Name of the Proprietor:

Seal:

#### **Enclosures:**

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

- ( ) 1. ICAT's Tender Document duly signed & stamped
- ( ) 2. Undertaking as per Form XI.
- ( ) 3. Declaration 1 & 2 as per Form XIII.
- ( ) 4. Copy of three years latest Income Tax Return/ Clearance Certificate.
- ( ) 5. Any other document which has been missed as per tender requirement. (Please Specify)

## Additional Terms & Conditions (ATC)

### Form "IV"

#### ब्लैकलिस्टिंग/प्रतिबंधित न किए जाने के संबंध में वचन-पत्र / Undertaking Regarding Blacklisting/non-debarment

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

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

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

For.....

Authorised Signatory

Date:

## Additional Terms & Conditions (ATC)

### Form "V"

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

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

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

**Reference:** Tender No. ICAT/GeM/PE/Repair of Climatic Chamber/2026-27/89 for Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL at ICAT Centre-1, Gurugram (Haryana).

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

**(Signature with Date)**

**(Name and Designation)**

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

Date on ..... day of .....

Place.....

Additional Terms & Conditions (ATC)

**Form "VI"**

**बयाना राशि / Earnest Money Deposit**

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

**Date:** \_\_\_\_\_

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

**Re: Tender No. ICAT/GeM/PE/Repair of Climatic Chamber/2026-27/89**

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 the 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  
Representative**

**Signature of Authorised**

**Additional Terms & Conditions (ATC)**

***Earnest Money Deposit (EMD)***

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

To,

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

Dear Sirs,

**WHEREAS**

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

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

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

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

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

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

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

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

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

Date:

#### Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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

## Additional Terms & Conditions (ATC)

### Form "VII"

#### हितों के टकराव के संबंध में घोषणा / Declaration in Respect of Conflict Interest

**Tender No. ICAT/GeM/PE/Repair of Climatic Chamber/2026-27/89**

**Tender Detail:** Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL at ICAT Centre-1, Gurugram (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			
5				

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

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

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<b>Mobile No.</b>	
<b>Email ID</b>	
<b>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.</b>	

**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:

### Additional Terms & Conditions (ATC)

- 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/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

## Additional Terms & Conditions (ATC)

### Form "VIII"

#### कोई विचलन न होने का घोषणा-पत्र / No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

Date: \_\_\_\_\_

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

**Sub:** No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s \_\_\_\_\_

Signature & company seal

Name Designation

Email

Mobile No.

## Additional Terms & Conditions (ATC)

### “Form IX”

#### बदलाव या सुधार का सुझाव दिया गया / **Modification or Improvement Suggested**

(To be submitted Original on Bidder Letter Head)

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

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

#### Signature of Authorized Signatory with Stamp

For M/s \_\_\_\_\_

Signature & company seal

Name Designation

Email

Mobile No.

## Additional Terms & Conditions (ATC)

### Form "X"

सेवा अनुपालन के लिए वचन-पत्र/ **Undertaking for 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 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 mentioned in the tender document. We confirm that the offered products meet the technical requirements, standards, and features outlined in the tender. In case of any deviations, we commit to notifying the buyer and obtaining approval before the delivery of products.

Date: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

## Additional Terms & Conditions (ATC)

### Form "XI"

#### उपक्रम / 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. \_\_\_\_\_ as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

## Additional Terms & Conditions (ATC)

### Form "XII"

सब-कॉन्ट्रैक्टिंग न करने का वचन-पत्र / **Undertaking for Non-Sub-Contracting**  
(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:

## Additional Terms & Conditions (ATC)

### Form "XIII"

#### **DECLARATION-1**

(Declaration regarding Make in India)

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

#### **DECLARATION-2**

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

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

Authorized Signatory

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

## Additional Terms & Conditions (ATC)

### Form XIV

### कीमत की उचितता का घोषणा पत्र / **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 - 122050, Haryana (India)

**Subject: Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL at ICAT Centre-1, Gurugram (Haryana).**

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 Repairing of Weiss Climatic Chamber floor integrated with HF-Mast in FTL at ICAT Centre-1, Gurugram (Haryana) 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: \_\_\_\_\_