



Basic Details

Organisation Chain	International Centre For Automotive Technology Manesar Sector-3 Haryana		
Tender Reference Number	ICAT/CPPP-OT/PE-C1/220		
Tender ID	2026_ICAT_922499_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Direct Credit
	2	Demand Draft
	3	R-T-G-S
	4	FDR
	5	NEFT
	6	Bankers Cheque
	7	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	NIT Document
		.pdf	Scope of Work and Detailed Technical Specification
		.pdf	Earnest Money Deposit
		.pdf	Eligibility and Technical Evaluation Criteria
		.pdf	Tender Documents
2	Finance	.xls	Financial Bid for SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre 1

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	70,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	International Centre For Automotive Technology	EMD Payable At	International Centre For Automotive Technology

[Click to view modification history](#)

Work /Item(s)

Title	Financial Bid for SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre 1
Work Description	Financial Bid for SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre 1
Pre Qualification Details	As Per Tender Document
Independent External Monitor/Remarks	Not Applicable

Show Tender Value in Public Domain	No				
Tender Value in ₹	34,95,000	Product Category	Electrical Works	Sub category	Financial Bid for SITC of Electrical Switchgears a
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	120
Location	ICAT Centre 1	Pincode	122050	Pre Bid Meeting Place	ICAT Centre 1
Pre Bid Meeting Address	PE C1 Meeting Room, ICAT Centre - 1, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram 122050	Pre Bid Meeting Date	01-Sep-2026 02:00 PM	Bid Opening Place	ICAT Centre 1
Should Allow NDA Tender	No	Allow Preferential Bidder	No		
Tenderer Class	As per Tender Document				

Critical Dates			
Publish Date	18-Aug-2026 09:00 AM	Bid Opening Date	16-Sep-2026 11:00 AM
Document Download / Sale Start Date	18-Aug-2026 11:00 AM	Document Download / Sale End Date	14-Sep-2026 05:00 PM
Clarification Start Date	19-Aug-2026 09:00 AM	Clarification End Date	31-Aug-2026 05:00 PM
Bid Submission Start Date	02-Sep-2026 09:00 AM	Bid Submission End Date	14-Sep-2026 05:00 PM

Tender Documents					
NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT Document - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre 1	569.10	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	SOW.pdf	Scope of Work - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana)	740.48
	2	Additional Documents	TEC.pdf	Eligibility Criteria - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana)	764.87
	3	Additional Documents	EMD.pdf	Earnest Money Deposit - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana)	442.71
	4	Additional Documents	NIT.pdf	NIT Document - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana)	553.02
	5	Tender Documents	Tender.pdf	Tender Document - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana)	1651.29
	6	BOQ	BOQ_969400.xls	Financial Bid - SITC of Electrical Switchgears and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana)	343.50

Auto Extension Corrigendum Properties for Tender		
Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	7

2.	2	7
3.	1	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	cphpp_praveen@icat.in	Praveen Mishra	PRAVEEN KUMAR MISHRA
2.	cphpp_monal@icat.in	Monal Hasti	MONAL HASTI
3.	cphpp_manohar@icat.in	Manohar Mandal	MANOHAR MANDAL

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Bikash Singh
Address	ICAT Centre - 1, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram 122050

Tender Creator Details

Created By	Bikash Singh
Designation	Executive
Created Date	17-Aug-2026 08:50 PM

Tender Document

NIT Index

SI No.	Content	Page No.
1.	NIT - Notice for Inviting Tender	2-3
2.	Chapter - 1 (Detailed Technical Specification and Scope of Work)	4-6
3.	Chapter - 2 (Special Conditions of Contract)	7-13
4.	Chapter - 3 (Instructions to Bidders)	14-16
5.	Chapter - 4 (Earnest Money Deposit - EMD Clause)	17-18
6.	Chapter - 5 (Eligibility & Technical Evaluation Criteria)	19-23
7.	Chapter - 5 (Bid Rejection Criteria)	24-25
8.	Chapter - 6 (General Terms and Conditions)	26-33
9.	Form - I (Format for Performance Bank Guarantee - PBG)	34-35
10.	Form - II (Bidder Information Checklist)	36-37
11.	Form - III (Undertaking Regarding Blacklisting/Non-Debarment)	38
12.	Form - IV (Format of Declaration in Lieu of EMD/Bid Security)	39
13.	Form - V (Earnest Money Deposit Form - EMD)	40
14.	Form - VI (Declaration in Respect of Conflict of Interest)	41-43
15.	Form - VII (Declaration and Undertaking for EOL/EOS for Bidder)	44
16.	Form - VIII (Undertaking For Product/Service Compliance)	45
17.	Form - IX (No Deviation Declaration)	46
18.	Form - X (Deviation or Modification Suggested)	47
19.	Form - XI (Undertaking for Non-Subcontracting)	48
20.	Form - XII (Details of Contract)	49
21.	Form - XIII (Declaration by the Bidder for Code of Integrity)	50
22.	Form - XIV (Format for Annual Turnover)	51
23.	Form - XV (Declaration Regarding Restrictions on Procurement from a Bidder of a Country Which Shares Land Border with India)	52
24.	Form - XVI (Certificate Regarding Declaration of Local Content)	53-54
25.	Form - XVII (Declaration to be Provided by MSE Bidder)	55
26.	Form - XVIII (Price Reasonability Declaration Letter)	56
27.	Form - XIX (Site Visit Declaration)	57

Tender Document NIT Document

The Director, International Centre for Automotive Technology (ICAT), having GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under Two-Bid System (Technical Bid and Financial Bid) from experienced and eligible bidders for **“Supply, Installation, Testing & Commissioning of Electrical Switchgears and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana)”**.

Tender Activity Schedule

Scope of Supply	Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana)
Detailed Technical Specification & Scope of Work	Please Refer <i>“Chapter - 1”</i>
Site Location	ICAT Centre - 1, Manesar (Haryana).
Earnest Money Deposit (EMD) Or Bid Security Declaration	Earnest Money Deposit (EMD): <i>INR 70,000/- (Rupees Seventy Thousand Only)</i> shall be submitted in form of DD/Bank Guarantee/Banker's Cheque & FDR drawn in favor 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 Earnest Money Deposit (EMD) Exemption: Bidders registered as Micro and Small Enterprises (MSEs) under the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, as amended from time to time, and holding a valid Udyam Registration Certificate for the tendered goods/services/works, or bidders registered with the Central Purchase Organization (CPO) or the concerned Ministry/Department, shall be eligible for exemption from submission of the Earnest Money Deposit (EMD), subject to the applicable Government of India guidelines. Such bidders shall upload a self-attested copy of the valid registration certificate along with the Technical Bid as documentary evidence in support of their claim for EMD exemption. The registration certificate shall remain valid on the bid submission due date and shall continue to be valid for a minimum period of six (6) months from the bid submission due date. Or In place of a Bid security, Bidders can submit Bid securing declaration as per <i>“Form IV”</i> 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.
Eligibility Criteria	Please Refer <i>“Chapter - 5”</i> 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 <i>E-mail ID by 31/08/2026 up to 17:00 Hrs.</i> Email ID: manish.mantri@icat.in, vikas.sharma@icat.in, vyoti.mahapatra@icat.in & javed.rahi@icat.in

Tender Document

Date for Clarification Meeting	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: 01/09/2026 ➤ Time: 14:00 Hrs. ➤ Venue: PE-C1 Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122050, Haryana ➤ Mode: Physical or Virtual Meeting All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.
Bidding Procedure	The tender shall be processed under the Two-Bid System, wherein the Technical Bid and the Financial Bid shall be submitted separately in the prescribed format through the designated e-procurement portal. The Financial Bid(s) of only those bidders whose Technical Bid(s) are found responsive and qualified, as determined by ICAT, shall be opened for further evaluation.
Site Visit	Bidders are advised to visit and inspect the site and its surroundings at their own cost and responsibility before submission of their bids, so as to fully acquaint themselves with the nature of work, site conditions, access, logistics, availability of utilities, local conditions, and all other factors that may have a bearing on the execution and performance of the contract. Submission of a bid shall be deemed to constitute that the bidder has duly examined the site and has satisfied itself regarding all conditions and circumstances that may influence the bid price, execution methodology, timelines, and contractual obligations. No claim whatsoever on account of lack of knowledge of site conditions or any misunderstanding thereof shall be entertained by ICAT after submission of the bid. Bidders desirous of undertaking a site visit may coordinate in advance with the designated ICAT representative during working days and working hours, with prior appointment. Contact Person for Site Visit: Mr. Manish Mantri - PE C1 Department, Mobile: +91-7835832210 (M), Email: manish.mantri@icat.in The bidder shall make its own arrangements for the site visit. ICAT shall not be responsible for any costs, expenses, losses, or liabilities incurred by the bidder in connection with such visit. <i>Note: The site visit is strongly recommended to enable bidders to accurately assess the scope of work and associated requirements. Any deviation, omission, or underestimation arising out of non-inspection of the site shall be entirely at the bidder's risk and cost.</i>

ICAT Bank Details for NEFT/RTGS *(In case any bidder deposits the EMD of INR 70,000/- 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.

Tender Document

Chapter - 1

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), having GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under Two-Bid System (Technical Bid and Financial Bid) from experienced and eligible bidders for **Supply, Installation, Testing & Commissioning of Electrical Switch Gears, and Its Allied Items for Rental DG at ICAT Centre - 1, Manesar (Haryana).**

- 1. Detailed Scope of Work and BOQ (Bill of Quantity):** The scope of work shall include the complete design verification (wherever applicable), supply, transportation, loading, unloading, safe storage, handling, installation, testing, commissioning, integration, demonstration, documentation, and successful handing over of Electrical Switch Gears and all associated accessories, fittings, hardware, consumables, interconnecting cables, earthing materials, mounting arrangements, identification labels, and allied items required for complete and satisfactory operation of the system at ICAT Centre-1, Manesar (Haryana).

The work shall be executed on a turnkey basis, and any item or service not specifically mentioned in the Tender but essential for safe, reliable, and satisfactory commissioning and operation of the system shall be deemed to be included within the Contractor's scope without any additional financial implication to ICAT.

Bill of Quantity (BOQ)

SI No.	Item Description	Make	UOM	Quantity
1	GI Cable Tray, Ladder Type, Size 750mm x 50mm x 2.5mm, Standard Length- 2500 mm along with the Jointing Patti, Nuts & Bolts.	Standard	Mtr.	95
2	Stud Rod, Size 12 mm X 2500mm	Standard	Nos.	20
3	Female Fastner, Size- 12 mm X 100mm	Standard	Nos.	100
4	Nut, Size- M12 suitable for 12mm Stud Rod	Standard	Nos.	50
5	Junction Box with R, Y, B & N Aluminum Busbar, Capacity- 1500A, Size- 1500 x 1200 x 1000 mm (L x H x D)	Rittal/Equivalent	Nos.	1
6	Junction Box with R, Y, B & N Aluminum Busbar, Capacity- 1200A, Size- 1200 x 1000 x 1000 mm (L x H x D)	Rittal/Equivalent	Nos.	1
7	PVC Insulated Aluminum Armored Conductor Cable, Size- 3.5Core 400Sqmm	Havells/Polycab/Finolex	Mtr.	600
8	Double Compression Gland suitable for termination of 3.5Core 400Sqmm Aluminum Armored Cable	Comet/Dowells/Equivalent	Nos.	30
9	Aluminum Thimble, Hole/Ring Type, Size: 400mm		Nos.	70
10	Aluminum Thimble, Hole/Ring Type, Size: 240mm		Nos.	25
11	GI Earthing Strip, Size: 50mm x 6mm, Total Length Require: 125Mtr. (1Mtr. = 0.804Kgs.)	Standard	Kgs.	100
12	<u>Copper Plate Earthing</u> Electrode include Copper Plate 600x600x6 mm and Copper Strip 50x6mm 3-meter 15 feet depth with GI Pipe 'B' Class 50kg charcoal 50kg salt 1 funnel reducer along with Pit Cover	Standard	Nos.	2

Tender Document

13	GI Plate Earthing Electrode includes GI Plate 600x600x6 mm and GI Strip 50x6mm 3-meter 15 feet depth with GI Pipe 'B' Class 50kg charcoal 50kg salt 1 funnel reducer along with Pit Cover	Standard	Nos.	2
14	MS Angle, Size- 50 x 50 x 5 mm, Total Length Require: 200Mtr. (1Mtr. = 3.8Kgs.)	Standard	Kgs.	450
15	MS C-Channel, Size-75 x 75 x 5 mm, Total Length Require: 60Mtr. (1Mtr. = 8.34Kgs.)	Standard	Kgs.	250
16	PVC Insulation Electrical Tape (Multicolor)	Steel grip/ Equivalent	Nos.	90

Note: The items specified above are indicative of the major deliverables under the scope of work and shall not be construed as an exhaustive list. The scope of work shall be deemed to include all materials, equipment, components, accessories, fittings, hardware, consumables, fastening arrangements, interconnections, cables, supports, software (where applicable), and all other ancillary items, whether specifically mentioned or otherwise, that are necessary for the complete Supply, Installation, Testing, Commissioning (SITC), integration, safe operation, and satisfactory performance of the Electrical Systems in accordance with the Technical Specifications, applicable standards, and the ICAT requirements.

The Successful Bidder shall be solely responsible for providing all such items, services, and incidental works required for achieving a fully functional, reliable, and operational system, notwithstanding any omission from the tender documents. No claim whatsoever on account of additional cost, extra payment, or variation due to non-inclusion or omission of such items in the Bill of Quantities (BOQ), specifications, drawings, or any other tender document shall be entertained by the Purchaser, and the same shall be deemed to have been included in the Bid Price.

- Electrical Shutdown:** Wherever shutdown of the existing electrical system is required for execution of the work, the Successful Bidder shall obtain prior written approval from ICAT and coordinate the shutdown schedule in advance to minimize disruption to ICAT's operations. All shutdown-related activities shall be carried out strictly within the approved schedule, in compliance with applicable statutory provisions, safety regulations, and good engineering practices. No unauthorized shutdown, isolation, energization, or interruption of power supply shall be permitted. Any loss, damage, or liability arising from unauthorized or improper shutdown shall be the sole responsibility of the Successful Bidder, without any financial or legal liability on the part of ICAT.
- Earthing:** Wherever required, the Successful Bidder shall design, supply, install, test, and commission a complete and effective earthing system in accordance with the latest IS 3043, applicable CEA Regulations, relevant Indian Standards, statutory requirements, and OEM recommendations. All non-current carrying metallic parts and electrical equipment shall be adequately bonded and connected to the earthing system to ensure personnel safety and reliable operation of the Electrical Switchgear System. The Successful Bidder shall provide all necessary earthing conductors, strips, lugs, clamps, connectors, hardware, and other ancillary materials as part of the Contract without any additional financial implication to ICAT. Earth continuity and earth resistance tests shall be carried out using calibrated instruments, and the relevant test reports shall be submitted to ICAT for review and acceptance prior to commissioning.
- Applicable Standards:** All equipment, components, accessories, installation practices and testing procedures shall conform to the latest editions (including amendments) of the applicable Indian and International Standards, including but not limited to
 - IS/IEC 60947 Series
 - IS 8623 / IEC 61439 (LT Switchboards)
 - IS 3043 (Earthing)
 - IS 732 (Electrical Wiring)
 - IS 694 / IS 1554 (Power & Control Cables)
 - IS 375
 - National Electrical Code (NEC India)

Tender Document

- Central Electricity Authority (CEA) Regulations
- Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations
- National Building Code (NBC)
- Relevant BIS Standards
- Applicable IEC Standards

Where two or more standards are applicable, the more stringent requirement shall prevail.

5. Quality Assurance

- Quality Compliance:** All Electrical Switchgears, allied equipment, components, and materials supplied under the Contract shall conform to the Technical Specifications, applicable Indian/International Standards, OEM quality standards, and the requirements of the Tender Document.
- Factory Quality Inspection:** The Successful Bidder shall ensure that all equipment undergoes appropriate factory quality inspection, routine tests, and quality checks at the manufacturer's works prior to dispatch.
- Inspection Records:** ICAT reserves the right to call for and examine factory inspection reports, routine test certificates, quality assurance records, type test certificates (wherever applicable), and any other relevant quality documents at any stage of the Contract. The Successful Bidder shall furnish such documents promptly without any additional cost to ICAT.
- Right to Verify:** Submission or review of quality documents by ICAT shall not relieve the Successful Bidder of its contractual obligations regarding quality, conformity, performance, reliability, or warranty of the equipment supplied under the Contract.
- Non-Conforming Equipment:** Any equipment found to be non-conforming to the Contract requirements or applicable standards shall be liable for rejection and shall be replaced by the Successful Bidder at its own cost and risk, without any additional financial implication to ICAT.

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

Contact Person	Mr. Manish Mantri	Mr. Jyoti Ranjan Mahapatra
Mail ID	manish.mantri@icat.in	jyoti.mahapatra@icat.in
Contact No.	(M)+91 7835832210	(M)+91 9871949092

Tender Document**Chapter - 2****Special Conditions of Contract (SCC)**

1. **Scope of Work:** The scope of the Contract shall include the complete Supply, Loading, Transportation, Transit Insurance (where applicable), Delivery on FOR ICAT Project Site basis, Unloading, Storage, Handling, Installation, Testing, Commissioning, Integration, Demonstration, Training, Documentation, Warranty, and all incidental works required for successful completion of the Electrical Switchgear System at ICAT Centre – 1, Manesar (Haryana). For detailed Technical Requirements, Specifications, Bill of Quantities (BOQ), and Scope of Supply & Services, the Bidder shall refer to *Chapter-1* of the Tender Document. The Successful Bidder shall be deemed to have included all materials, equipment, accessories, consumables, and incidental works necessary for complete and satisfactory execution of the Contract, whether specifically mentioned or otherwise, without any additional financial implication to ICAT.
2. **Submission of Quotation and Technical Compliance:** The Bidder shall submit its bid strictly in accordance with the provisions of the Tender Document and the prescribed bid submission format. The bid shall be complete in all respects and shall include the duly filled Technical Compliance Statement, detailed technical literature, catalogues, data sheets, drawings (wherever applicable), and all supporting documents necessary to establish compliance with the Technical Specifications and other tender requirements. Any deviation from the Technical Specifications shall be clearly brought out in the bid; otherwise, it shall be deemed that the offered equipment fully complies with all the requirements of the Tender Document. Incomplete bids, conditional offers, or bids lacking the requisite technical information or documentary evidence are liable to be rejected by ICAT without any further clarification.
3. **Site Visit:** The prospective bidders are strongly advised to visit and inspect the installation site at ICAT Centre – 1, Manesar (Haryana), at their own cost, risk, and responsibility, before submission of their bids to familiarize themselves with the existing electrical infrastructure, installation conditions, accessibility, cable routing, shutdown requirements, safety provisions, and all other site-specific factors affecting the execution of the work. The Bidder shall be deemed to have fully examined and understood the site conditions, scope of work, and associated risks prior to submission of the bid. Failure to undertake the site visit or any lack of knowledge of the site conditions shall not relieve the Successful Bidder of its contractual obligations nor constitute grounds for any claim towards additional payment, compensation, extension of time, or modification of the Contract. All costs, risks, and contingencies arising out of the site conditions shall be deemed to have been included in the Bid Price, and no additional financial implication shall be admissible to ICAT.
4. **Approved Makes:** Only reputed manufacturers having established service support in India shall be accepted. Equivalent make may be accepted only if they fully comply with the technical specifications and are approved by ICAT.
5. **Completeness of Supply:** The Contractor shall ensure complete supply of all components necessary for satisfactory installation and operation. Any component inadvertently omitted from the BOQ but required for successful completion shall be supplied without any additional cost to ICAT.
6. **Inspection:** ICAT reserves the right to inspect, witness, or verify the equipment and related materials at the manufacturer's works, supplier's premises, or at the installation site at any stage of manufacture, supply, installation, testing, or commissioning. Such inspection or acceptance by ICAT shall not absolve the Successful Bidder of its contractual responsibilities or liabilities with respect to quality, workmanship, conformity to the Contract, performance, warranty, or any other obligations under the Contract.
7. **Responsibility:** The Contractor shall remain fully responsible for the design adequacy (where applicable), workmanship, quality, compatibility, safety, performance and reliability of the complete system. Approval of drawings, inspection, testing or commissioning by ICAT shall not absolve the Contractor from any contractual responsibility.

Tender Document

8. **New Equipment:** All Electrical Switchgears, allied equipment, components, accessories, assemblies, and materials proposed to be supplied under this Contract shall strictly comply with the following requirements
- Brand New and Unused:** All equipment, materials, and components shall be **brand new, unused, and of first quality**, and shall not contain any refurbished, reconditioned, repaired, remanufactured, recycled, or previously used parts or components.
 - Current Production Model:** The equipment shall be the **latest standard production model** of the Original Equipment Manufacturer (OEM) and shall incorporate the latest proven design, engineering improvements, and technological advancements available at the time of supply. The equipment offered shall not be obsolete, discontinued, or declared **End-of-Life (EOL)** or **End-of-Support (EOS)** by the OEM.
 - Date of Manufacture:** Unless otherwise specified, all major Electrical Switchgears, control panels, protection devices, and associated equipment shall have been *manufactured not earlier than twelve (12) months* from the date of delivery at ICAT. The Successful Bidder shall furnish OEM Manufacturing Certificates, Test Certificates, or any other documentary evidence, as and when sought by ICAT, to substantiate the date of manufacture and compliance with the tender requirements.
 - Defect-Free Equipment:** All equipment and materials supplied shall be free from defects in design, material, workmanship, and manufacturing, and shall conform to the applicable Indian and International Standards, Technical Specifications, statutory regulations, and other requirements specified in the Tender Document.
 - Uniformity of Supply:** Wherever multiple units of identical equipment are supplied, they shall be of the **same make, model, rating, configuration, and manufacturing series**, unless otherwise approved in writing by ICAT.
 - Right of Rejection:** ICAT reserves the absolute right to inspect, verify, and reject any equipment or material found to be refurbished, repaired, remanufactured, obsolete, discontinued, damaged, non-conforming, or otherwise not meeting the requirements of the Contract, irrespective of whether such deficiencies are identified before, during, or after Supply, Installation, Testing, and Commissioning. The Successful Bidder shall promptly replace such equipment with fully compliant equipment entirely at its own cost and risk, without any financial implication or extension of the Contract Completion Period to ICAT.
 - Replacement at Bidder's Cost:** Any replacement of rejected equipment, including dismantling, transportation, re-installation, testing, recommissioning, and restoration of the affected system to satisfactory operating condition, shall be carried out by the Successful Bidder **at its own cost and risk**, without any additional financial liability to ICAT.
 - No Additional Claim:** No claim for additional payment, compensation, price escalation, or extension of time on account of replacement of defective, non-compliant, or rejected equipment shall be admissible, and the Successful Bidder shall remain fully responsible for ensuring complete compliance with the provisions of the Contract.
9. **Notification of ICAT's Responsibilities:** The Successful Bidder shall promptly notify ICAT, in writing, of any information, assistance, approvals, site access, shutdown requirements, drawings, or decisions required from ICAT for timely execution of the Contract. Such notification should be issued sufficiently in advance so as not to affect the progress of the work. Failure of the Successful Bidder to provide timely written intimation shall not entitle it to any claim for additional cost, extension of time, or compensation arising from delays attributable to such omission.
10. **Contract Completion Period:** The Successful Bidder shall complete the entire scope of Supply, Installation, Testing and Commissioning (SITC) of the Electrical Switchgears and their Allied Items, including submission of all requisite documents, demonstration, training, and all incidental works, within *One Hundred and Twenty (120) Calendar Days* from the date of issuance of the Contract/Purchase Order. Time shall be the essence of the Contract, and the Successful Bidder shall deploy adequate resources to ensure timely completion of the work within the stipulated period. Any delay in completion

Tender Document

shall attract Liquidated Damages (LD) and other actions as stipulated in the Tender Document and the Contract.

11. Liquidated Damages (LD)

- i. If the Successful Bidder fails to complete the Supply, Installation, Testing and Commissioning (SITC) within the stipulated Contract Completion Period, Liquidated Damages (LD) shall be levied at the rate of *0.5% (Half Percent) of the total Contract Value for each completed week or part thereof of delay, subject to a maximum of 10% (Ten Percent) of the total Contract Value.*
- ii. Levy of Liquidated Damages shall be without prejudice to any other rights and remedies available to ICAT under the Contract.
- iii. In the event the delay exceeds the maximum permissible limit or adversely affects the operational requirements of ICAT, ICAT reserves the right to terminate the Contract and complete the balance work at the risk and cost of the Successful Bidder, without prejudice to recovery of Liquidated Damages and other contractual remedies.

12. Payment Terms

- i. **No Advance Payment:** No advance payment shall be admissible under the Contract unless specifically provided elsewhere in the Tender Document.
- ii. **Payment Milestones:** Subject to satisfactory execution of the work and certification by the authorized representative of ICAT, payments shall be released as per the following milestones
 - a. **60% of the Contract Value** shall be released after successful supply and receipt of all equipment and materials at the designated **ICAT Project Site**, along with submission of the original Tax Invoice and supporting documents, and certification of receipt by the authorized representative of ICAT.
 - b. **20% of the Contract Value** shall be released upon successful completion of **Installation, Testing and Commissioning (ITC)** of the complete Electrical Switchgear System, submission of all prescribed inspection and test reports, and certification by the authorized representative of ICAT.
 - c. **Balance 20% of the Contract Value** shall be released after **Final Acceptance** of the complete system by ICAT, upon successful demonstration of satisfactory performance, submission of all contractual documents including O&M Manuals, warranty certificates, as-built drawings, training completion report, and issuance of the Final Acceptance Certificate by ICAT.
- iii. **Supporting Documents:** Each payment shall be processed only upon submission of the relevant Tax Invoice and all supporting documents as stipulated in the Contract, duly certified by the authorized representative of ICAT.
- iv. **Mode of Payment:** All payments shall be released through NEFT/RTGS after deduction of applicable statutory taxes and recoveries, if any, in accordance with the terms and conditions of the Contract.

13. Warranty Conditions

- i. **Warranty Period:** The Successful Bidder shall provide a Comprehensive On-site Warranty for all Electrical Switchgears, allied equipment, components, accessories, and the complete installed system for a minimum period of *Twenty-Four (24) Months* from the date of successful commissioning and acceptance of the complete system by ICAT, unless otherwise specified elsewhere in the Tender Document.
- ii. **Scope of Warranty:** The warranty shall cover all defects arising out of defective design, material, manufacturing, workmanship, installation, integration, or performance of the supplied equipment and system.
- iii. **Cost of Warranty Services:** During the warranty period, the Successful Bidder shall, at its own cost and without any financial implication to ICAT, repair or replace any defective equipment, components, accessories, or materials, including all labor, spare parts, consumables, tools, transportation, testing, and re-commissioning required for restoration of the system.
- iv. **Response and Resolution Time:** The Successful Bidder shall acknowledge and respond to any warranty complaint within *24 Hours* of receipt of intimation from ICAT and shall rectify the defect and restore the system to normal operation within *Two (2) Calendar Days*, or within such shorter period as may be specified by ICAT depending upon the criticality of the equipment.

Tender Document

- v. **Failure to Rectify:** If the Successful Bidder fails to rectify the defect within the stipulated period, ICAT shall have the right to carry out the repair/replacement through any other agency at the risk and cost of the Successful Bidder, without prejudice to any other rights and remedies available under the Contract.
- vi. **Warranty on Replaced Parts:** Any equipment, component, or part repaired or replaced during the warranty period shall be warranted for the remaining **original warranty period or Six (6) Months from the date of repair/replacement**, whichever is later.
- vii. **Technical Support and Spares:** The Successful Bidder shall ensure the availability of genuine spare parts, technical support, and maintenance services for a minimum period of **Five (5) Years** from the date of successful commissioning of the system.
- viii. **Contractual Responsibility:** The warranty obligations of the Successful Bidder shall remain valid notwithstanding any inspection, testing, commissioning, or acceptance of the system by ICAT, and shall not relieve the Successful Bidder of its contractual responsibilities under the Contract.

14. Performance Security

- i. The Successful Bidder shall furnish Performance Security equivalent to **5% (Five Percent)** of the total Contract Value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt (FDR), or Bank Guarantee issued by a Scheduled Commercial Bank, within 15 days from the date of issuance of the Contract/Purchase Order, unless otherwise specified in the Tender Document.
- ii. The Performance Security shall remain valid for the entire Contract Period, including Warranty Period and shall carry a minimum claim expiry period of **Ninety (90) Days** beyond the validity date of the Performance Security.
- iii. The Performance Security shall be submitted in the prescribed format acceptable to ICAT and shall remain enforceable until fulfillment of all contractual obligations by the Successful Bidder.
- iv. Failure of the Successful Bidder to submit the Performance Security within the stipulated period shall constitute a breach of Contract, and ICAT shall have the right to take appropriate action as per the terms and conditions of the Tender/Contract, including cancellation of the Contract and forfeiture of applicable securities, without prejudice to any other rights and remedies available to ICAT.
- v. The Performance Security shall be released after satisfactory completion of all contractual obligations, including successful completion of the Warranty Period, subject to adjustment/recovery of any dues, damages, or claims payable by the Successful Bidder to ICAT.

15. Installation, Testing & Commissioning (SITC): The Successful Bidder shall be responsible for the complete Supply, Installation, Testing and Commissioning (SITC) of the Electrical Switchgears and their allied equipment, including all materials, components, accessories, consumables, and incidental works necessary for achieving a fully functional, safe, and reliable electrical system. The work shall be executed in accordance with the Technical Specifications, approved drawings, applicable Indian Standards, CEA Regulations, statutory requirements, and OEM recommendations. The Successful Bidder shall carry out all requisite inspections and tests using calibrated instruments, rectify any defects or deficiencies at its own cost, and submit the prescribed test certificates and reports to ICAT prior to commissioning. Commissioning shall be undertaken in the presence of authorized representatives of ICAT only after successful completion of installation and testing, and shall include satisfactory demonstration of all equipment, protection systems, interlocks, controls, safety features, and performance under normal operating conditions. The work shall be deemed complete only upon successful commissioning and issuance of the Commissioning/Acceptance Certificate by ICAT, without any additional financial implication to ICAT.

16. Training: The Successful Bidder shall provide comprehensive on-site operational and maintenance training to the designated personnel of ICAT after successful commissioning of the Electrical Switchgear System, without any additional cost to ICAT. The training shall cover, inter alia, safe operation, system functionalities, routine and preventive maintenance, fault diagnosis, troubleshooting, emergency procedures, and other aspects necessary for the safe, efficient, and reliable operation and maintenance of the equipment. Training shall be deemed complete only upon satisfactory demonstration and knowledge transfer to the satisfaction of ICAT.

Tender Document

17. Final Acceptance

- i. **Final Acceptance:** Final Acceptance of the Electrical Switchgears and their allied systems shall be subject to the successful completion of Supply, Installation, Testing, and Commissioning (SITC) in accordance with the Technical Specifications, Contract conditions, and to the satisfaction of ICAT.
- ii. **Acceptance Criteria:** Final Acceptance shall be considered only after successful completion of installation, satisfactory testing and commissioning, demonstration of the specified performance and safety features, submission of all requisite technical, quality, warranty, and statutory documents, completion of operational and maintenance training for ICAT personnel, and rectification of all defects, deficiencies, and observations communicated by ICAT during inspection, testing, or commissioning.
- iii. **Acceptance Certificate:** The work shall be deemed complete only upon issuance of the Commissioning/Acceptance Certificate by ICAT. Any inspection, testing, commissioning, or provisional use of the system by ICAT prior to such issuance shall not be construed as Final Acceptance or relieve the Successful Bidder of any contractual obligations, liabilities, or warranty responsibilities under the Contract.

18. Packing, Transportation, Delivery, Unloading & Storage

- i. **Packing:** The Successful Bidder shall ensure that all Electrical Switchgears, allied equipment, components, and accessories are suitably packed, protected, and secured in accordance with good industry practices, applicable standards, and OEM recommendations to prevent any loss, damage, deterioration, corrosion, or ingress of moisture during handling, transportation, unloading, storage, and installation.
- ii. **Delivery Terms:** The equipment and materials shall be supplied on FOR (Free on Road) – ICAT Project Site, ICAT Centre – 1, Manesar (Haryana) basis. The quoted price shall be inclusive of packing, forwarding, loading, transportation, transit insurance (where applicable), unloading, handling, and delivery of all equipment and materials up to the designated project site, unless otherwise specified in the Tender Document.
- iii. **Transportation, Unloading & Storage:** The Successful Bidder shall be solely responsible, at its own cost and risk, for loading, transportation, unloading, shifting, safe handling, storage, preservation, and custody of all equipment and materials at the designated ICAT Project Site until successful installation, testing, commissioning, and final acceptance by ICAT. The Successful Bidder shall make adequate arrangements to protect the equipment against theft, pilferage, weather, moisture, dust, and any other site-related risks.
- iv. **Damage During Transit or Storage:** Any loss of or damage to the equipment during packing, transportation, delivery, unloading, handling, storage, or installation shall be promptly repaired or replaced by the Successful Bidder, as directed by ICAT, at its own cost and without any additional financial implication to ICAT. No damaged, defective, or deteriorated equipment shall be accepted by ICAT.

19. Documentation: The Successful Bidder shall, as and when required by ICAT, submit complete technical and contractual documentation, including but not limited to

- Manufacturer's catalogues
- Data sheets
- GA Drawings
- Wiring diagrams
- SLDs
- O&M Manuals
- Test Certificates
- Warranty Certificates
- Calibration Certificates (where applicable)
- Spare Parts List
- Recommended Preventive Maintenance Schedule

Tender Document

All documents shall be submitted in **hard copy as well as editable and non-editable soft copy** in the quantity and format specified by ICAT, before commissioning and final acceptance of the system

20. **Price Basis:** The quoted rates shall be firm and fixed throughout the Contract period and shall include all costs towards design (where applicable), supply, packing, forwarding, transportation, unloading, storage, handling, installation, testing, commissioning, labor, tools, consumables, statutory levies, duties, insurance, overheads, and all incidental expenses required for satisfactory completion of the work. No escalation shall be payable unless specifically provided in the Contract.
21. **Sub-Contracting:** The Successful Bidder shall not sub-contract, assign, transfer, or otherwise delegate, in whole or in part, any of its contractual obligations relating to the supply, installation, testing, commissioning, or associated services under this Contract without the prior written approval of ICAT. Any unauthorized sub-contracting, assignment, or transfer shall constitute a material breach of the Contract and shall render the Contract liable for termination, forfeiture of Performance Security, and such other actions as deemed appropriate by ICAT, without prejudice to its other rights and remedies available under the Contract or applicable law.
22. **Defect Liability:** Any defect noticed during warranty attributable to poor design, workmanship, manufacturing defects or improper installation shall be rectified by the Contractor at its own cost without any financial implication to ICAT.
23. **Safety Requirements:** The Successful Bidder shall strictly comply with the provisions of the Electricity Act, 2003, applicable CEA Regulations, relevant IS Standards, and all other statutory safety requirements during execution of the work. The Successful Bidder shall, at its own cost, provide all necessary Personal Protective Equipment (PPE) and implement adequate safety measures for safe execution of the work. The Successful Bidder shall be solely responsible for the safety of its personnel, equipment, materials, and ICAT's property and shall take all necessary precautions to prevent accidents, electrical hazards, fire, and damage to property. Any loss, damage, accident, or statutory liability arising due to non-compliance with safety requirements shall be borne solely by the Successful Bidder, without any financial or legal liability on ICAT.
24. **Statutory Compliance:** The Contractor shall comply with all applicable provisions of
 - Electricity Act, 2003
 - CEA Regulations
 - Applicable Labour Laws
 - Environmental Regulations
 - Safety Regulations
 - BIS Requirements
 - Local statutory requirementsNecessary approvals, if any, attributable to the Contractor's scope shall be obtained by the Contractor.
25. **Working Hours:** The work shall normally be carried out during ICAT's working hours. However, where shutdowns or operational requirements so warrant, the Successful Bidder shall deploy adequate manpower and execute the work beyond normal working hours, including holidays, without any additional financial implication to ICAT.
26. **Qualified Manpower:** The Successful Bidder shall deploy only competent, qualified, trained, and experienced engineers, supervisors, electricians, and technicians possessing valid statutory licenses wherever applicable.
27. **Tools, Tackles and Testing Equipment:** All tools, lifting equipment, testing instruments, calibration equipment, ladders, scaffolding, measuring instruments, consumables, and safety equipment required for execution of the work shall be arranged by the Successful Bidder at its own cost.
28. **Protection of Existing Installations:** The Successful Bidder shall take adequate precautions to protect existing electrical installations, buildings, civil works, equipment, utilities, and services during execution. Any damage caused shall be rectified at the Successful Bidder's own cost.

Tender Document

29. **ICAT's Right:** ICAT reserves the right to inspect the work at any stage, direct rectification of deficiencies, require replacement of defective materials, modify the execution sequence to suit operational requirements, and reject any work not conforming to the Contract. Such inspection or approval shall not relieve the Successful Bidder of its contractual obligations regarding quality, performance, safety, and warranty.
30. **Interpretation:** In case of any ambiguity between the Technical Specifications, BOQ, Drawings, Tender Conditions or Contract Documents, the interpretation of ICAT shall be final and binding upon the Contractor. The successful bidder shall execute the work in accordance with the directions issued by ICAT from time to time to achieve safe, reliable and satisfactory completion of the project.

Tender Document**Chapter - 3****Instructions to Bidders****1. General Instructions**

- 1.1 The Bidder shall carefully examine and understand all provisions of the Tender Document, including Technical Specifications, Scope of Work, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), drawings, schedules, and all other documents forming part of the Tender before submission of the Bid.
- 1.2 Submission of the Bid shall be deemed to constitute that the Bidder has carefully assessed the requirements, site conditions, scope of work, technical requirements, execution methodology, risks, and obligations associated with the Contract.
- 1.3 The Bidder shall be responsible for submission of a complete, unconditional, and technically compliant Bid in accordance with the requirements specified in the Tender Document. Incomplete, conditional, or non-responsive bids are liable to be rejected by ICAT.

2. Proposal Submission Compliance and Documentation Requirements

The Bidder shall submit its proposal strictly in accordance with all terms, conditions, specifications, and requirements stipulated in the Tender Document. The Technical Bid shall include complete details of the offered solution, including product details, technical specifications, compliance statements, catalogues, datasheets, and other relevant technical documents necessary to establish conformity with the Tender requirements.

The Bidder shall submit a duly signed and stamped copy of the Tender Document along with all corrigenda, amendments, annexures, declarations, forms, schedules, and supporting documents as a token of unconditional acceptance of all Tender terms and conditions. All documents shall be duly filled, signed, and stamped by the authorized signatory of the Bidder. The Bidder shall ensure that the submitted Bid is complete, accurate, and compliant in all respects. Failure to submit the required documents, submission of incomplete/unsigned documents, or any deviation from the Tender requirements may render the Bid liable for rejection by ICAT at its sole discretion. No claim shall be entertained by ICAT on account of incomplete submission, non-compliance, or omission of any mandatory requirement by the Bidder.

3. **Site Visit:** The prospective Bidder is advised to visit and inspect the installation site at ICAT Centre - 1, Manesar (Haryana) at its own cost, risk, and responsibility before submission of the Bid, to familiarize itself with the existing electrical infrastructure, site conditions, installation requirements, access constraints, cable routing, safety requirements, shutdown requirements, and other factors affecting execution of the Contract.

The site visit shall be conducted strictly during the period from **19/08/2026 to 08/09/2026**, during office hours from **09:00 Hrs to 16:00 Hrs**. The Bidder shall submit a written request to ICAT at least Two (2) **Working Days** prior to the intended date of visit to facilitate necessary access arrangements and coordination.

All expenses related to the site visit, including travel, accommodation, manpower deployment, and other incidental costs, shall be borne solely by the Bidder. Failure to undertake the site visit or any lack of knowledge regarding site conditions shall not be accepted as a valid ground for any additional claim, compensation, extension of time, or deviation after award of the Contract. The Bidder shall be deemed to have fully assessed and considered all site-related requirements and risks while submitting its Bid.

4. Pre-Bid Meeting Conditions

- 4.1 **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:** 01/09/2026
- **Time:** 14:00 Hrs.
- **Venue:** PE Centre - 1 Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050, Haryana

Tender Document

➤ **Mode: Physical Meeting**

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

4.2 **Submission of Pre-Bid Queries**

➤ Bidders are required to submit their queries, if any, in writing to manish.mantri@icat.in, vikas.sharma@icat.in, jyoti.mahapatra@icat.in & javed.rahi@icat.in by **31/08/2026 up to 1700 Hrs.**

➤ Queries should be submitted in the following format (**Format X**):

SI No.	Clause No.	Existing Provision	Query/Suggestion

4.3 **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 **e-tendering (CPPP/GeM) & ICAT Website**.

➤ The corrigendum shall form an integral part of the tender document and must be duly considered while submitting the final bid.

4.4 **No Individual Communication**

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

4.5 **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.

4.6 **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.

5. **Earnest Money Deposit (EMD)**

5.1 EMD Amount: Bidders are required to submit an Earnest Money Deposit (EMD) of **INR 70,000/- (Rupees Seventy Thousand Only)** along with their bid. The EMD shall be submitted through the mode specified in the CPPP/GeM portal or as otherwise prescribed in the tender document.

5.2 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 Tender Document.

5.3 **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.

5.4 **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.

5.5 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 Performance Security, if applicable.

Tender Document

6. **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 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 (CPPP/GeM)*.
7. **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.
- 5 **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 e-tendering (CPPP/GeM)* 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 *www.icat.in and/or the e-tendering (CPPP/GeM)*.

Tender Document

Chapter - 4

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): *INR 70,000/- (Rupees Seventy Thousand Only)* can be submitted in form of *NEFT/RTGS/FDR/DD/Bank Guarantee/Banker's Cheque* drawn in favor 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

Earnest Money Deposit (EMD) Exemption: Bidders registered as Micro and Small Enterprises (MSEs) under the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, as amended from time to time, and holding a valid Udyam Registration Certificate for the tendered goods/services/works, or bidders registered with the Central Purchase Organization (CPO) or the concerned Ministry/Department, shall be eligible for exemption from submission of the 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 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.

ICAT Bank Details for NEFT/RTGS *(in case any bidder deposits the EMD of INR 70,000/- 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-122050 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 CPPP/GeM portal & original *NEFT/RTGS/FDR/DD/Bank Guarantee/Banker's Cheque* should reach at **"To, The Purchase Department, International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050 (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)*.

Tender Document

- *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 IV"** 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 Security.*

EMD shall be forfeited in favor 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".*

Tender Document**Chapter – 5****Eligibility & Technical Evaluation Criteria****Part – I (Pre-Qualification/Minimum Eligibility Criteria)**

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

1. **Legal Valid Entity:** The Bidder must be a legally recognized entity under applicable Indian laws and shall be eligible to participate in the tender in any of the following forms: Proprietorship Firm, Partnership Firm, Private Limited Company, or Registered Agency.

To establish legal status and eligibility, the Bidder shall mandatorily submit documentary evidence of their legal constitution along with the Technical Bid, as specified below:

- **Proprietorship Firm:** A copy of the valid registration certificate, trade license, or any equivalent document issued by a competent authority clearly indicating the establishment and legal existence of the firm; or
- **Partnership Firm:** A copy of the duly executed Partnership Deed along with the firm's registration certificate issued by the Registrar of Firms (if applicable under the Partnership Act, 1932); or
- **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), duly certified by an authorized signatory; or
- **Agency:** A copy of the registration certificate or any valid statutory license or document evidencing the agency's legal status under the relevant law (e.g., registration under the Shops and Establishments Act or equivalent legislation).

Failure to submit any of the above documents as applicable to the nature of the bidding entity may render the bid liable for rejection at the sole discretion of the Purchaser. All documents shall be self-attested and submitted as part of the Technical Bid.

2. **Mandatory Submission of Comprehensive Proposal:** The Bidder shall submit a complete and unconditional proposal covering the entire scope of supply, services, and deliverables specified in the Tender Document, including the Bill of Quantity (BoQ), Scope of Work (SoW), Technical Specifications, and Additional Terms & Conditions (ATC). Partial, incomplete, or conditional bids, or bids omitting any item or service forming part of the tendered scope, shall be treated as non-responsive and shall be liable for rejection without further evaluation. No post-bid clarification or rectification shall be permitted in this regard.
3. **Local Presence:** The Bidder must be an entity based and registered in India, possessing a valid legal status under applicable Indian laws and regulations.
4. **Service Support Facility within Delhi NCR Region:** The Bidder shall have a fully operational service support facility within the Delhi NCR Region as on the date of submission of the Bid, capable of providing timely technical support, maintenance, troubleshooting, and repair services for the Electrical Switchgears, Panels, and allied equipment covered under this Tender.

The Bidder shall submit a declaration on its official letterhead confirming the availability of such service support infrastructure, along with details of the service facility location, qualified technical manpower deployed, service capabilities, and spare parts support arrangements. The Bidder shall ensure prompt response and effective resolution of equipment-related issues during the Warranty Period and thereafter, as required, to minimize downtime and ensure reliable operation of the installed Electrical Systems at ICAT Centre – 1, Manesar (Haryana).

Tender Document

5. **Financial Eligibility – Average Annual Turnover:** The Bidder must have achieved an average annual turnover of not less than ₹ 50,00,000/- (*Rupees Fifty Lakhs Only*) during the last three (3) consecutive financial years i.e., 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 XIV*), 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.

Mandatory 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.

Non-Compliance: Failure to submit the required financial documentation in the prescribed format, or failure to mention the CA/Auditor's contact details and UDIN, shall render the bid technically non-responsive and liable for rejection without any further evaluation.

6. **Technical Experience and Prior Work Experience (Minimum Eligibility Criteria):** The Bidder shall have a minimum experience of *Three (3) Years* as on the date of submission of the Bid in executing works of similar nature and complexity involving the Supply, Installation, Testing and Commissioning (SITC) of Electrical Switchgears, Panels, and allied electrical systems.

The Bidder shall have successfully executed, supplied, installed, tested, and commissioned similar or higher specifications of Electrical Switchgear Systems during the preceding *Three (3) Years* from the date of Bid submission for at least *Three (3) different clients under Three (3) separate Purchase Orders/Work Orders*, each having a minimum executed contract value of ₹ 5,00,000/- (*Rupees Five Lakhs Only*) or above.

The eligible past experience shall include works executed for any of the following categories of clients:

- Original Equipment Manufacturers (OEMs); or
- Automobile Industry; or
- Manufacturing Industries / Industrial Establishments; or
- Government Organizations / Public Sector Undertakings (PSUs); or
- Reputed Private Organizations / Institutions.

The Bidder shall submit documentary evidence in support of the above eligibility criteria, including:

- i. Copies of Purchase Orders/Work Orders issued by the Client/Buyer clearly indicating the scope of work, nature of equipment supplied, value of the contract, and date/year of execution.
- ii. Completion Certificate, Performance Certificate, or any other documentary evidence issued by the Client/Buyer confirming successful completion of the work, wherever available.
- iii. A detailed statement of similar projects executed during the last *Three (3) Years*, indicating the name of the client, Purchase Order/Work Order reference and date, scope of work, contract value, and completion status.

Failure to submit the requisite documentary evidence or non-fulfilment of the above experience requirements shall render the Bid technically non-responsive and liable for rejection by ICAT.

7. **Blacklisting Declaration:** The Bidder shall not be currently blacklisted, debarred, or suspended by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), or any reputed private organization or institution within India. A self-declaration to this effect, duly signed by the authorized signatory on the Bidder's official letterhead, must be submitted along with the tender documents. Any concealment or misrepresentation of such information shall result in disqualification and potential legal action as per applicable laws.

Tender Document

Bidders to Comply with:

8. 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>).
9. 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>)

Definition of Same/Similar Nature of Work: For the purpose of this tender, "Same/Similar Nature of Work" shall mean the successful execution of contracts involving **Supply, Installation, Testing and Commissioning (SITC) of Electrical Switchgears, Electrical Distribution Panels, Power Distribution Systems and Allied Electrical Infrastructure Works** for industrial, commercial, institutional, Government/PSU, laboratory, testing facility or manufacturing establishments.

The work should comprise installation of electrical switchgears such as **LT Panels, PCC, MCC, APFC Panels, Distribution Boards, ACBs, MCCBs, MCBs, Busbars, Bus Ducts, Power & Control Cabling, Earthing System, Metering and Protection Systems**, along with all associated accessories and commissioning activities necessary for establishing a functional electrical distribution network.

Works limited only to supply of electrical items, routine maintenance, annual maintenance contracts (AMC), repair works, replacement of isolated electrical components, or minor electrical works not involving SITC of Electrical Switchgears and Electrical Distribution Systems shall not be considered as Same/Similar Nature of Work for the purpose of this tender.

Tender Document

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 – 5*” 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 – 5*” 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:

Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Specifications as Specified in the “ Chapter - 1 ” of the Bid Document.	50
Bidder’s Past Experience	Technical Experience (Nos. of Year) in executing work of same/similar nature. ➤ 3 Years (Minimum) – 10 Marks ➤ >3 up to 7 Years – 13 Marks ➤ More than 7 Years – 15 Marks	15
	Same/Similar Nature of Work (<i>In Last 3 Years before bid submission</i>) with each Purchase Order/Work Order having a minimum value of ₹ 5,00,000/- (Rupees Five Lakhs Only) or above. ➤ 3 Orders (Minimum) – 10 Marks ➤ >3 up to 5 Orders – 13 Marks ➤ More than 5 Orders – 15 Marks	15
Financial Capability	Financial Capability - Average of Last 3 Years - FY 2022-23, 2023-24 & 2024-25) ➤ 50 Lakhs (Minimum) - 10 Marks ➤ 50 Lakhs up to 100 Lakhs - 15 Marks ➤ More than 100 Lakhs - 20 Marks	20
Grand Total		100

Tender Document

Evaluation Criteria and Preference Policy:

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

Tender Document**Chapter – 6****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 ₹ 50,00,000/- (**Rupees Fifty Lakhs Only**) 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. Not demonstrating technical capability/ expertise in the field of our requirement as per tender.

4. 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.

5. 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.

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

7. 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.

8. Segregated Bidding Process: Bids shall be submitted through the CPPP/GeM Portal under a Segregated Bidding Process, comprising separate Technical Bid and Financial Bid, in accordance with this Tender Document and the applicable CPPP/GeM guidelines. The Technical Bid shall contain only technical information and supporting documents and shall not disclose any price, financial, or commercial information, whether directly or indirectly. Disclosure of any price or commercial information in the Technical Bid or in any document uploaded as part thereof may be treated as a material deviation, and the bid may be rejected without further evaluation. Such non-compliance may render the bidder ineligible for further consideration under the Tender. The decision of ICAT in this regard shall be final and binding.

9. 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.

10. IP Address Duplication on CPPP/GeM Portal: The Government e-Marketplace (GeM) or CPPP 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.

11. 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:

Tender Document

- **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.*
- 12. 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.*
- 13. 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.*

Tender Document

Chapter - 7

General Terms & Conditions

1. **Definitions:** Unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them hereunder

Purchaser/ICAT: "Purchaser" or "ICAT" shall mean the International Centre for Automotive Technology (ICAT), Manesar, Haryana, including its authorised officers, representatives, successors, legal assigns, and any person or authority duly authorised to act on its behalf.

Bidder: "Bidder" shall mean any individual, proprietorship concern, partnership firm, Limited Liability Partnership (LLP), company, corporation, Government undertaking, statutory body, consortium (where specifically permitted under the Tender), or any other legally recognised entity that submits a bid in response to this Tender.

Successful Bidder: "Successful Bidder" shall mean the Bidder whose bid has been accepted by ICAT and to whom the CPPP/GeM Contract, Purchase Order (PO), Letter of Acceptance (LoA), or any other formal award of Contract has been issued.

Contractor: "Contractor" shall mean the Successful Bidder with whom ICAT enters into a Contract for execution of the work covered under this Tender and shall include its authorised representatives, employees, agents, approved subcontractors (where expressly permitted), successors, legal representatives and permitted assigns. The Contractor shall remain solely responsible for the due, timely and satisfactory performance of all contractual obligations under the Contract.

Contract: "Contract" shall mean the legally binding agreement executed between ICAT and the Contractor and shall include the CPPP/GeM Contract, Purchase Order (PO), Letter of Acceptance (LoA), Tender Document, Corrigenda, Clarifications, General Terms and Conditions (GTC), Special Conditions of Contract (SCC), Technical Specifications, Scope of Work, Bill of Quantities (BOQ), approved drawings (where applicable), agreed deviations, integrity provisions, statutory declarations, and all other documents forming an integral part of the Contract.

Contract Value: "Contract Value" shall mean the total accepted value of the Contract inclusive of all applicable taxes and duties (unless otherwise specified), freight, transit insurance, packing, forwarding, loading, unloading, transportation, installation, testing, commissioning, calibration (where applicable), documentation, training, warranty obligations, statutory compliances and all incidental charges necessary for complete execution of the Contract.

Equipment/System: "Equipment" or "System" shall mean the complete Electrical Switchgears and Allied Electrical Distribution System to be supplied, installed, tested and commissioned under the Contract, including but not limited to Electrical Switchgears, LT Panels, PCC, MCC, APFC Panels, Distribution Boards (DBs), Control Panels, Power Distribution Panels, ACBs, MCCBs, MCBs, Switch Disconnectors, Busbars, Bus Ducts, Power and Control Cables, Cable Trays, Earthing System, Metering and Protection Devices, Control and Monitoring Systems, hardware, accessories, fittings, consumables, software (where applicable), technical documentation, test certificates and all other materials required for complete and satisfactory operation of the system.

Delivery: "Delivery" shall mean the supply of all Equipment, materials, accessories and associated items at the designated ICAT site in accordance with the terms and conditions of the Contract. Mere delivery shall not constitute acceptance by ICAT.

Installation, Testing and Commissioning (ITC): "Installation, Testing and Commissioning" shall mean all activities necessary for erection, installation, assembly, interconnection, cable termination, earthing, testing, calibration (where applicable), energisation, functional verification, performance testing, trial operation and commissioning of the complete Electrical Switchgear System, ensuring full compliance with the Technical Specifications, relevant Indian/International Standards and contractual requirements.

Final Acceptance: "Final Acceptance" shall mean the written acceptance issued by ICAT upon satisfactory completion of supply, installation, testing, commissioning, successful performance verification, submission of all required documents, drawings, manuals, test reports, statutory certificates, training (where applicable), and fulfilment of all contractual obligations.

Tender Document

Completion Period: "Completion Period" shall mean the period stipulated in the Contract within which the Contractor is required to complete the entire scope of work including supply, installation, testing, commissioning, submission of statutory documents, training (where applicable), rectification of deficiencies and obtain Final Acceptance from ICAT.

Warranty Period: "Warranty Period" shall mean the period specified in the Contract commencing from the date of Final Acceptance, during which the Contractor shall remain fully responsible, at no additional cost to ICAT, for repair, replacement, rectification of defects, preventive maintenance (where applicable), restoration of performance and ensuring uninterrupted operation of the supplied Equipment/System.

Performance Security: "Performance Security" shall mean the security furnished by the Contractor in the prescribed form and manner in accordance with the provisions of the Contract to secure the faithful, timely and satisfactory performance of all contractual obligations.

Day: "Day" shall mean a Calendar Day unless expressly stated otherwise in the Contract.

OEM: "OEM" shall mean the Original Equipment Manufacturer of the Electrical Switchgears, Panels or any major component supplied under the Contract, duly authorised to manufacture, supply and provide technical support for such equipment.

Force Majeure: "Force Majeure" shall mean any unforeseeable event or circumstance beyond the reasonable control of the affected Party, which could not have been prevented by the exercise of reasonable care and diligence and which materially affects the performance of contractual obligations, including but not limited to natural disasters, war, civil commotion, acts of Government, epidemic, pandemic or other events recognised under applicable law and the provisions of the Contract.

Applicable Law: "Applicable Law" shall mean all applicable Acts, Rules, Regulations, Codes, Notifications, Circulars, Orders, Guidelines and statutory provisions issued by the Government of India, the Government of Haryana, statutory authorities, regulatory bodies and competent courts, as amended or re-enacted from time to time, governing the execution and performance of the Contract.

Goods and Services: "Goods and Services" shall mean all Equipment, materials, components, software (where applicable), licences, documentation, drawings, installation, testing, commissioning, training, warranty services, technical support, maintenance obligations (where applicable), and every other activity or deliverable required to be performed by the Contractor under the Contract for complete and satisfactory execution of the work.

Writing/Written: "Writing" or "Written" shall mean any communication made in physical or electronic form, including correspondence issued through the CPPP Portal, GeM Portal, e-mail, letter, digitally signed communication, notices, minutes of meetings, or any other mode expressly recognised under the Contract or applicable law.

Site: "Site" shall mean the designated work location at ICAT Centre-1, Plot No. 26, Sector-3, IMT Manesar, Gurugram, Haryana, or any other location specifically identified by ICAT in the Contract for execution of the work.

Scope of Work: "Scope of Work" shall mean the complete obligations of the Contractor under the Contract, including design support (where applicable), supply, transportation, unloading, storage, installation, testing, commissioning, integration, statutory compliance, documentation, training, warranty support, defect rectification and all incidental works necessary for successful completion and operational acceptance of the Electrical Switchgear System.

2. **Offer Validity:** Offers should be valid for a minimum of *One Hundred Eighty (180) Days* from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
3. **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.
4. 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

Tender Document

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

5. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
6. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
7. **Applicability of NIT and CPPP/GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the NIT Document 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 NIT Document, the CPPP/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.
8. Please ensure that Tender documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
9. 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.
10. **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 CPPP/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 CPPP/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.
11. **Assignment and Sub-Contracting**
 - 11.1 The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
 - 11.2 The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
 - 11.3 Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
 - 11.4 Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or

Tender Document

all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

12. **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.

13. **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**.

14. **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.

15. 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

Tender Document

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.

16. **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.

17. **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 endeavour 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.

18. Law of the Republic of India are applicable to this tender.

19. **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

Tender Document

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.

20. **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 submit an offer for restriction competition.
21. **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/ CPPP 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.

Tender Document

22. 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.

23. 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.

24. 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

25. 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

- 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 Tender, the same shall be applicable even if issued after the issue of the Tender, but before opening of Part-II bids against the Tender.

Tender Document

- 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.
26. **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. 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.
27. **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.
28. **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.

Tender Document**Form "I"****Performa for Performance Bank Guarantee**

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

WHEREAS International Centre for Automotive Technology having its office at Plot – 26, Sector - 3, IMT, Manesar, Gurugram – 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122050, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

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

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

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

Tender Document

- (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.

Tender Document

Form "II"

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

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

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 or Form XIV)	
12	Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions	

Tender Document

	(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>As per format given in Form "XII"</i>	
13	Declaration regarding blacklisting or otherwise by the government departments as given in <i>"Form III"</i>	
14	The NIT 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	

Tender Document

Form "III"

Undertaking Regarding Blacklisting /Non-Debarment

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

To,
Director ICAT,
International Centre For Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC Office
IMT Manesar, Gurugram 122050 (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.....

Signature of Authorised Signatory

Date:

Tender Document

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, Installation, Testing & Commissioning of Electrical Switchgears and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220.

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 of Authorised Signatory 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.....

Tender Document

Form "V"

Earnest Money Deposit

(To be submitted on the Bidder Letter Head)

Date: _____

To,
International Centre for Automotive Technology
Plot - 26, Sector - 3, IMT, Manesar,
Gurugram - 122050 (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 favor of "International Centre for Automotive Technology", payable
at Manesar, India.

OR

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

Name of Bidder

Signature of Authorized Signatory

Tender Document

Form "VI"

Declaration In Respect of Conflict of Interest

(To be submitted on the Bidder Letter Head)

Tender No. ICAT/CPPP-OT/PE-C1/220

Tender Detail: Supply, Installation, Testing & Commissioning of Electrical Switchgears and Its Allied Items for Rental DG at ICAT, Centre – 1, Manesar (Haryana).

Sl. No.	Particulars			
1	Name of Firm			
2	Office Address Phone No. Fax No. Email ID			
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID			
4	Type of Firm		Private Limited Company/Public Limited Company/Limited Liability Partnership (LLP)/Partnership Firm/Proprietor Firm (Tick whichever is applicable)	
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 areas 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	

Tender Document

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.

Tender Document

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

For (Firm Name)

Signature of Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp/Seal of Firm

**Tender Document
Form "VII"**

Declaration and Undertaking for EOL/EOS from Bidder (OEM)
(To be submitted on the Bidder's 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 Bidder against Tender for Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220.*

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., **2 Years (24 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 of Authorised Signatory & company seal
Name Designation
Email
Mobile No.

Tender Document

Form "VIII"

Undertaking For Product/Service Compliance

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

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

Sub: Undertaking for Product/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: _____

Tender Document

Form "IX"

No Deviation Declaration

(To be submitted on the Bidder's 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: 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.

Tender Document**Form "X"****Deviations or Modification Suggested**

(To be submitted on the Bidder's 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 **tender document**.

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

Tender Document

Form "XI"

Undertaking For Non-Subcontracting

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

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

Sub: Undertaking for non-subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Tender Document

Form "XII"

Details of Contracts

(To be submitted on the Bidder's 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 Authorised Signatory

Date:

Name:

Place:

Seal:

Tender Document
Form "XIII"

Declaration by the Bidder for Code of Integrity
(To be submitted on the Bidder's Letter Head)

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 – 122050 (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 *"Supply, Installation, Testing & Commissioning of Electrical Switchgears and Its Allied Items for Rental DG at ICAT, Centre – 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220"*.
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]

Tender Document**Form "XIV"****Format for Annual Turnover**

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

Ref: Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220

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 XIV"** submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2022-23, 2023-24 & 2024-25) shall be min. **INR 50 Lakhs**.
3. **Financial turnover:** Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**

Tender Document

Form "XV"

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 122050

Dear Sir,

With reference to our bid proposal for participation in ICAT tender for *"Supply, Installation, Testing & Commissioning of Electrical Switchgears and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220"*, 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/have 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 Signatory

Tender Document

Form "XVI"

Certificate Regarding Declaration of Local Content

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

To,
International Centre For Automotive Technology
Unit - National Automotive Board
Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar
Gurgaon - 122050 (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, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220

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.

Tender Document

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.*

Tender Document

Form "XVII"

Declaration to be provided by MSE bidder.
(To be submitted on the Bidder's Letter Head)

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

Sub: MSE Declaration

Ref: Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220

With reference to above CPPP/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.

Tender Document

Form "XVIII"

Price Reasonability Declaration Letter

(To be submitted on the Bidder's 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: Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220.

Dear Sir/Madam,

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

1. That the prices/rates quoted by us in response to the above-mentioned tender for the Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre - 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220 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: _____

Tender Document

Form "XIX"

Site Visit Declaration

(To be submitted on the Bidder's Official Letterhead)

Date:

To

The Director

International Centre for Automotive Technology (ICAT)

ICAT Centre – 26, Sector – 3, Near HSIIDC Office

IMT Manesar, Gurugram – 122051, Haryana, India

Subject: Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre – 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220.

Dear Sir/Madam,

We, the undersigned, hereby submit this declaration in accordance with the terms and conditions of the above-referenced tender and do solemnly affirm as follows:

1. That we have conducted a site visit at ICAT Centre – 1, IMT Manesar, Gurugram, Haryana, in connection with the tender for "Supply, Installation, Testing & Commissioning of Electrical Switchgears and Its Allied Items for Rental DG at ICAT, Centre – 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220."
2. That the site visit was undertaken by our duly authorized representative(s), with prior coordination and confirmation from ICAT officials, on the scheduled date and time.
3. That during the said visit, we have:
 - Inspected and assessed the site location and its surroundings.
 - Noted the topographical, geographical, and environmental conditions.
 - Evaluated site access, space availability, logistical constraints, and other relevant physical factors.
 - Obtained all necessary and pertinent information required to ensure proper planning and execution of the proposed scope of work under the tender.
4. We have fully understood the specific technical and functional requirements pertaining to the Supply, Installation, Testing & Commissioning of Electrical Switchgears, and Its Allied Items for Rental DG at ICAT, Centre – 1, Manesar (Haryana) under ICAT/CPPP-OT/PE-C1/220 and have taken the same into account while preparing our technical and financial proposals.
5. That we have thoroughly considered all aspects and observations made during the site visit in the formulation of our bid and confirm that we are able to undertake the work as per the tender specifications.
6. That we acknowledge and agree that no additional claim, compensation, or request for clarification shall be entertained by ICAT at any stage due to any ignorance, oversight, or misinterpretation of site conditions or integration requirements.
7. That this declaration is submitted in compliance with the tender requirements and shall form an integral and binding part of our bid submission.

We hereby affirm the truth and completeness of the above statements and undertake full responsibility thereof.

Yours faithfully,

For and on behalf of: [Name of the Bidder]

Signature of Authorized Signatory: _____

Name: [Insert Name]

Designation: [Insert Designation]

Signature with Company Seal