

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-09-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-09-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	National Automotive Board
कुल मात्रा / Total Quantity	10
वस्तु श्रेणी / Item Category	Rugged Notebook - Laptop (Q2) , Semi Rugged Notebook - Laptop (Q2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Rugged Notebook - Laptop
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	4500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	90100

ईपीबीजी विवरण /ePBG Detail

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

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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

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

लाभार्थी /Beneficiary :

International Centre For Automotive Technology

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

(International Centre For Automotive Technology)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or

similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

6. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

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

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

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

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N

sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

Price Breakup - [1754582032.xlsx](#)

Rugged Notebook - Laptop (5 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL	Type	Regular
PROCESSOR	Processor Make	Intel
	Processor Generation	10th
	Processor	Intel Core i7 or higher
GRAPHICS	Graphics Type	Discrete
	Graphics	nVIDIA GeForce GTX 950M, Radeon RT 360, nVIDIA GeForce GTX 1050M
	Graphics Memory (GB)	4, 8 Or higher
STORAGE	Type of HDD	SSD
CONNECTIVITY	Bluetooth	5.0 or higher
PORTS	USB 3.0 or higher (No.)	1, 2, 4
	USB Type C	Available
	RJ 45 (Number)	1, 2
	HDMI Port	Available
ADDITIONAL FEATURE	Mobile Broadband 4G/Lte	Available
DISPLAY	Display Size (cm)	33.782 - 300.0 Or higher
	Display Resolution (Pixel)	1920 x 1080
	Display Type	Non Touch, Touch
CERTIFICATION	Ingress Protection Rating (IP65 or higher)	Yes
WARRANTY	Battery Warranty (Years)	1
	On Site OEM Warranty (Years)	3

Additional Specification Parameters - Rugged Notebook - Laptop (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
For Detailed Technical Specification	The bidder shall submit their offer strictly in accordance with the specifications and conditions outlined in ATC Document

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	5	120

Semi Rugged Notebook - Laptop (3 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PROCESSOR	Processor Make	Intel
	Processor Generation	11 Or higher
	Processor Description	Intel Core i5, Intel Core i7 Or higher
	Processor Number	i5-1135G7, i5-1145G7, i3-1115G4 Or higher
GENERAL	Type	Regular
GRAPHICS	Graphics Type	Integrated
	Graphics Card	nVIDIA GeForce GTX 950M, nVIDIA GT 520, AMD Radeon RT 360, AMD Radeon WX 4150, AMD Radeon 540, AMD Radeon RX 540, nVIDIA GeForce GTX 1050M, Intel iRIS Xe Graphics, nVIDIA GeForce GTX 1650 Or higher
	Graphics Memory (GB)	2, 4, 8, 0 Or higher
OPERATING SYSTEM	Operating System	Windows 10 Professional

विवरण/Specification	विशिष्ट का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
MEMORY	Type of RAM	DDR4 Or higher
	RAM Size (GB)	8, 16, 32, 64 Or higher
STORAGE	Type of Drives used for Storage 1	SSD Or higher
	Capacity of Each Drive used for Storage 1 (GB)	512, 1024, 2048, 500, 1000, 2000 Or higher
	Availability of Storage 2	Yes, No Or higher
	Type of Drives used for Storage 2	SATA, SSD, NA Or higher
	Capacity of Each Drive used for Storage 2 (GB)	128, 256, 512, 1024, 2048, 500, 1000, 2000, NA Or higher
ADDITIONAL FEATURE	Mobile Broadband 4G/Lte	Yes Or higher
	Dedicated GPS	Yes, No Or higher
DISPLAY	Display Size Minimum (cm)	35, 39 Or higher
	Display Resolution (Pixel)	1024 x 768, 1366 x 768, 1920 x 1080, 1920 x 1200 Or higher
	Display Type	Non Touch, Touch Or higher
	Minimum Display Brightness (Nits)	1000 Or higher
CERTIFICATION	Ingress Protection Rating	IP51, IP52, IP54, IP53 Or higher
MISCELLANEOUS	Battery Backup Time (Hour)	8, 10, 12, 19, 38 Or higher
ACCESSORIES	Stylus	Yes, No Or higher
	Carry Case	Yes, No Or higher
WARRANTY	Battery Warranty (Year)	1, 2, 3, 5 Or higher
	On Site OEM Warranty (Year)	3, 5 Or higher

Additional Specification Parameters - Semi Rugged Notebook - Laptop (3 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
For Detailed Technical Specification	The bidder shall submit their offer strictly in accordance with the specifications and conditions outlined in ATC Document

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	3	120

Rugged Notebook - Laptop (2 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERAL	Type	Regular, Convertible, Detachable
PROCESSOR	Processor Make	Intel
	Processor Generation	12th
	Processor	Intel Core i5 or higher
GRAPHICS	Graphics Type	Integrated
	Graphics	nVIDIA GeForce GTX 1050M, NA
	Graphics Memory (GB)	2, 4, 8, 0 Or higher
STORAGE	Type of HDD	SSD
DISPLAY	Display Size (cm)	33.782 - 300.0 Or higher
	Display Resolution (Pixel)	1920 x 1080
	Display Type	Touch
CERTIFICATION	Ingress Protection Rating (IP65 or higher)	Yes
WARRANTY	Battery Warranty (Years)	1
	On Site OEM Warranty (Years)	3

Additional Specification Parameters - Rugged Notebook - Laptop (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
For Detailed Technical Specification	The bidder shall submit their offer strictly in accordance with the specifications and conditions outlined in ATC Document

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	120

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Technical Specification View	Detailed Technical Specification and Requirement	Rugged Notebook - Laptop(5),Semi Rugged Notebook - Laptop(3),Rugged Notebook - Laptop(2)

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

Special terms and conditions-Version:1 effective from 04-05-2020 for category Rugged Notebook - Laptop

1. Seller has to ensure that operating system software etc comes preloaded with machine from respective OEM . Any deviation in respect of genuinity and authenticity of OS will attract severe penalty on part of seller as law of the land and contractual provisions. Buyer are also requested to verify the key no of OS etc with server of Microsoft/Linux before accepting machines to avoid complexity at latter stage.

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

1. Generic

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

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Warranty**

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

4. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

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

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

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---धन्यवाद/Thank You---

Additional Terms & Conditions (ATC)

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Annexure – A

Detailed Technical Specification and Scope of Supply

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, invites proposals through an open competitive bidding process on the Government e-Marketplace (GeM) Portal for the “Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India)”.

A.1 Scope of Supply Details:

SI No.	Description	Quantity	Delivery Location	Delivery Timeline
1	Regular Rugged Toughbook (Refer to Clause A.3 – Technical Requirements in Annexure “A” for detailed specifications)	5 Units	ICAT Centre – 2 (VEL Department)	120 Days
2	Semi Rugged Toughbook (Refer to Clause A.3 – Technical Requirements in Annexure “A” for detailed specifications)	3 Units	ICAT Centre – 1 (FTL Department)	120 Days
3	Fully Rugged Toughbook (Refer to Clause A.3 – Technical Requirements in Annexure “A” for detailed specifications)	2 Units	ICAT Centre – 1 (FTL & ETL)	120 Days

A.2 General Purpose of the Equipment:

The purpose of procuring rugged Toughbook laptops is to ensure the availability of high-performance, durable computing devices capable of operating reliably under adverse and demanding environmental conditions. These devices are specifically designed to withstand extreme temperatures, exposure to moisture and dust, mechanical shocks, vibrations, and accidental drops. Such ruggedized equipment is essential for field operations and industrial applications where standard commercial-grade laptops are unsuitable due to the challenging nature of the work environment.

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A.3 Detailed Technical Specifications of Toughbook's

A.3(1) Regular Rugged Tough Book Detailed Technical Specifications

Specification	Details
Type	Regular Rugged Toughbook
Quantity	5 Units
Operating system	Windows 10 or higher
Processor	Intel 10th core i7 or higher (latest generation Toughbook will be preferred)
RAM size	32 GB or higher
Graphics	1 Discrete graphics card of NVIDIA or AMD Raedon of at least 2GB memory
Storage	At-least 1TB of SSD
Display size	14 inches to 15.6 inch
Display Resolution	1920*1080 or better
Wi-fi connectivity	802.11 ax or better
Bluetooth	5.0 or higher
Battery Backup Time (Hours)	8 or higher
PORTS	At-least 1 USB 3.0, 1 RJ45, 1 USC type C, 1 HDMI Port
Warranty	The supplied Toughbook shall be covered under a comprehensive onsite warranty as follows ➤ Product Warranty: Minimum of three (3) years onsite warranty shall be provided for the Toughbook device, covering all hardware components, manufacturing defects, and functional failures under normal usage conditions. ➤ Battery Warranty: Minimum of one (1) year onsite warranty shall be provided for the battery, covering manufacturing defects and performance degradation beyond acceptable limits. During the warranty period, the supplier shall ensure prompt onsite support, including diagnosis, repair, and replacement (if required), at no additional cost to the purchaser. The warranty service shall be provided at the site of installation or usage, as specified by the purchaser, without requiring the equipment to be transported offsite.

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A.3(2) Semi Rugged Tough Book Detailed Technical Specifications

Specification	Details
Build	Semi Rugged Toughbook with Magnesium Alloy Casing
Quantity	3 Units
Processor	Minimum 11 th Gen Intel core i5-1145G7 vPro or better
Graphics	Intel Iris Xe graphics
Memory	Minimum 8GB DDR4 or higher and expandable up to 64GB
Storage	Minimum 1TB NVMe Storage (SSD) with quick release or better
Display	14" HD screen must support minimum resolution (1366*768) with display
Keyboard	Keyboard with Touchpad, min. 4 Programmable applications buttons
Power	AC adaptor: 100-240 V, 50-60HZ,
	Main battery Lithium-ion 10.8v, 6500mAh (typ.), 6300mAh (min.)
	Lithium-ion rechargeable battery for minimum 18 hours operation with one battery (Mobile Mark 2014 certificate need to be submit)
Ports and connectors	Minimum of 1X HDMI port
	Thunderbolt 4(type c) X 1
	Minimum of USB 3.1 Ports X 2
	10/100/1000 Ethernet RJ-45 X 1
	Micro SDXC Memory card Reader X 1
	2X LAN
	1X serial port
Connectivity/Communications	Wireless Lan: Intel Wi-fi-6 or above
	Wired: Minimum 1000 Gigabit Ethernet
	Bluetooth version: 5.0 or above
Operating system	Windows 11 Pro 64Bit
Hardware Diagnostic	Diagnostic Utility
Security	System security: TPM Module
	Physical security: Cable lock slots
Weight	Less than 2.5 kg
Operating Temperature	-29 Deg. C to 60 Deg. C
Storage Temperature	-50 Deg. C to 70 Deg. C
Rugged Features	MIL-STD 810H standard
	Have standard compliance certification for test method 516.8 procedure iv drop test
	Approved procedure in each of the following test method:
	Humidity
	High temperature
	Random Vibration-ASTM D4169-16
	Sand & Dust
	Temperature shock
	Shock

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	Freeze/ Thaw
	IP53- Dust & water protection
Warranty	The supplied Toughbook shall be covered under a comprehensive onsite warranty as follows ➤ Product Warranty: Minimum of three (3) years onsite warranty shall be provided for the Toughbook device, covering all hardware components, manufacturing defects, and functional failures under normal usage conditions. ➤ Battery Warranty: Minimum of one (1) year onsite warranty shall be provided for the battery, covering manufacturing defects and performance degradation beyond acceptable limits. During the warranty period, the supplier shall ensure prompt onsite support, including diagnosis, repair, and replacement (if required), at no additional cost to the purchaser. The warranty service shall be provided at the site of installation or usage, as specified by the purchaser, without requiring the equipment to be transported offsite.

A.3(3) Fully Rugged Tough Book Detailed Technical Specifications

Specification	Details
Build	Fully Rugged Toughbook with Magnesium Alloy Casing
Quantity	2 Units
Processor	Minimum 11th Gen Intel core i5-1145G7 vPro or better
Graphics	Intel Iris Xe Graphics
Memory	Minimum 8GB DDR4 or higher and Expandable up to 64GB
Storage	Minimum 1TB NVMe Storage (SSD) with quick release or better
Display	14" FHD screen must support minimum resolution (1920*1080) with display.
	Sunlight readable display 1200 nits, display must support multi-touch (up to 10 fingers)
Keyboard	Keyboard with touchpad, min. 4 Programmable Application Buttons
Power	AC adaptor: 100-240V, 50-60HZ,
	Main battery Lithium-ion 10.8V, 6500mAh(typ.), 6300mAh(min.)
	Lithium-ion rechargeable battery for minimum 18 hours operation with one battery (Mobile Mark 2014 certificate need to be submit)
Ports and connectors (All ports should be covered)	Minimum of 1 * HDMI port,
	Thunderbolt 4 (type c) *1
	Minimum of USB 3.1 ports*2
	10/100/1000 Ethernet RJ-45*1
	Micro SDXC Memory card Reader * 1
Connectivity/ communication	Wireless LAN: Intel Wi-fi-6 or above
	Wired: Minimum 1000 Gigabit Ethernet

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	Bluetooth 5.0 or above
Operating system	Windows 11 Pro 64Bit
Hardware Diagnostic	Diagnostic Utility
Security	System security: TPM Module
	Physical Security: Cable lock slots
Weight	Less than 3.5 kg
Operating temperature	-25 Deg. C to 60 Deg. C
Storage temperature	-50 Deg. C to 70 Deg. C
Rugged features	MIL-STD 810H standard
	Have standard compliance certification for test Method 516.8 procedure iv (drop test)
	Approved procedure in each of the following test methods
	Humidity
	High temperature
	Random Vibration- ASTM D4169-16
	Sand & Dust
	Temperature shock
	Shock
	Freeze / Thaw
	IP66- Dust & water protection
	MIL-STD 416G
Warranty	The supplied Toughbook shall be covered under a comprehensive onsite warranty as follows ➤ Product Warranty: Minimum of three (3) years onsite warranty shall be provided for the Toughbook device, covering all hardware components, manufacturing defects, and functional failures under normal usage conditions. ➤ Battery Warranty: Minimum of one (1) year onsite warranty shall be provided for the battery, covering manufacturing defects and performance degradation beyond acceptable limits. During the warranty period, the supplier shall ensure prompt onsite support, including diagnosis, repair, and replacement (if required), at no additional cost to the purchaser. The warranty service shall be provided at the site of installation or usage, as specified by the purchaser, without requiring the equipment to be transported offsite.

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A.4 Other Technical Conditions:

1. **Submission of Quotation and Technical Compliance Requirements:** The bidder shall submit their offer strictly in accordance with the specifications and conditions outlined in this tender.

The technical bid must include:

- Complete technical details of the product offered, including brand, model number, specifications, and supporting technical literature highlighting compliance with tender specifications.
- **Statement of Compliance** for each item, in the format specified under the Technical Specifications (*Annexure "A"*), duly filled, signed, and supported by verifiable documents such as OEM datasheets or brochures.
- All pages of the bid, including any amendments or corrections, must be **duly signed and stamped** by the authorized signatory of the bidder.

Non-compliance with the above requirements may result in the rejection of the bid at the discretion of the Purchaser.

2. **Declaration for Environmental Suitability and Compliance of Offered Toughbook's:** The bidder shall submit a self-declaration on the bidder's official letterhead, duly signed and stamped by the authorized signatory, confirming that the offered Toughbook models are specifically designed, manufactured, and tested to perform reliably under harsh environmental conditions, including but not limited to:

- Extreme operating temperatures
- High humidity, dust, and particulate exposure
- Mechanical shock and vibration
- Water ingress and drop resistance

The declaration must certify that the offered products comply with the following standards:

- **MIL-STD-810H (or latest equivalent)** – For environmental and durability testing, covering vibration, shock, temperature, humidity, etc.
- **IP Rating (e.g., IP65 or higher)** – For ingress protection against dust and water.
- **BIS Certification** – The offered product must conform to relevant Indian Standards as specified by the Bureau of Indian Standards (BIS) under the Compulsory Registration Scheme (CRS), where applicable.

Non-submission of this declaration and supporting documents shall render the bid **non-compliant** and liable for rejection.

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3. **Product Availability and OEM Support Condition:** The offered Toughbook models shall not be classified as “End-of-Life” or “End-of-Sale” as on the date of bid submission. If the OEM discontinues support for the quoted product prior to delivery, the bidder shall, at no additional cost to the Purchaser, provide a replacement product of equal or higher specifications and quality that is fully compliant with the tender requirements. Such replacement shall be subject to prior written approval by the Purchaser and must not cause any delay or disruption to the project timelines.
- **Product Lifecycle Compliance:** The bidder shall offer only those products which are currently active in the market and not classified as obsolete or nearing obsolescence. The product offered must have a minimum residual market life of **Minimum Five (5) Years** from the date of bid submission, as certified by the Original Equipment Manufacturer (OEM). Products declared as End-of-Life (EOL) by the OEM within this period will not be accepted.
 - **Post-Installation Support and Spare Availability:** The bidder shall ensure that all necessary spares and consumables for the proposed equipment will be available and supported for a **Minimum Period of Five (5) Years** following the successful installation and commissioning of the equipment. All spares and consumables must be accessible through the Government e-Marketplace (GeM) platform throughout this support period. Written confirmation from the OEM or authorized representative, affirming compliance with this requirement, must be submitted as part of the bid documentation.
4. **Delivery Period:** The complete scope of supply, including delivery and submission of warranty documents, shall be completed within **120 (One Hundred Twenty) days** from the date of issuance of the GeM Purchase Order.
5. **Warranty Conditions:** The Toughbook’s being procured – comprising Semi-Rugged (3 Nos.), Fully Rugged (2 Nos.), and Regular Rugged (5 Nos.) – shall be covered under a comprehensive onsite warranty as follows
- **Device Warranty (Toughbook):** **Minimum Thirty-Six (36) Months** onsite warranty from the date of successful installation, commissioning, testing, and final acceptance by ICAT.
 - **Battery Warranty:** **Minimum Twelve (12) Months** onsite warranty from the date of installation.

During the warranty period, the successful bidder shall provide all required repair and replacement services, free of cost, covering: Parts, Labor, Transportation and Associates Services.

The bidder shall submit a Warranty Declaration on the OEM's letterhead, confirming the above coverage. The warranty shall exclude damages arising from misuse, mishandling, or unauthorized alterations to the equipment.

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6. **OEM Authorization Certificate:** All participating bidders are required to submit a valid OEM Authorization Certificate along with their bid. The certificate must be in the format prescribed in the Buyer-uploaded Additional Terms and Conditions (ATC) document and duly signed and stamped by the OEM. Bids submitted without the prescribed authorization format shall be summarily rejected.
7. **After-Sales Support for Products:** It is mandatory that the OEM or its Authorized Seller has a registered office in India capable of providing comprehensive after-sales service and support. A certificate confirming the presence of such an office in India, along with the address and contact details, must be submitted as part of the bid. Failure to provide this certificate shall render the bid non-compliant.
8. **Insurance and Safe Delivery of Materials:** All goods shall be packed securely to prevent transit damage and shall be fully insured up to the destination at ICAT, Manesar. The bidder shall bear full responsibility for
 - Packing, forwarding, transportation, and unloading
 - Transit insurance
 - Safe and timely delivery of goods to ICAT

Any equipment found damaged, non-functional, or not conforming to specifications upon inspection may be rejected. In such cases, the bidder shall provide an immediate replacement at no additional cost to the Purchaser.

9. **Delivery Terms:** The delivery shall be made on a FOR (Free on Road) ICAT Site basis. The scope of the bidder shall include all activities related to packing, forwarding, loading, transportation, transit insurance, and unloading at the ICAT project site as per the technical specifications.
10. **Sub-Contracting Clause:** Restriction on Sub-Contracting Without Prior Approval
The Contractor shall not, without the prior written consent of the Procuring Entity, assign, sublet, transfer, or otherwise dispose of the contract or any part thereof, or any interest, benefit, claim, or advantage arising therefrom, in any form or manner whatsoever. Any such action undertaken without prior written approval shall be deemed unauthorized and invalid.

If the Contractor proposes to engage sub-contractors for any portion of the contract not previously disclosed in the original bid or contract agreement, the Contractor shall provide **prior written notification** to the Procuring Entity. Sub-contracting, where permitted, shall be **limited strictly to ancillary or incidental services**, including the supply of bought-out items or components. Under no circumstances shall sub-contracting be used to delegate core responsibilities, obligations, or deliverables that formed the basis of contract award. The Contractor shall remain fully responsible and liable for the performance of all obligations under

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the contract, including those carried out by any sub-contractor. No sub-contract shall relieve the Contractor of any contractual responsibilities, obligations, or liabilities, whether arising under this contract or under applicable law.

Any unauthorized assignment, subletting, or transfer of the contract, in whole or in part, shall constitute a material breach of contract, entitling the Procuring Entity to exercise any and all contractual remedies available to it, including but not limited to:

- Termination of the contract, in whole or in part;
- Forfeiture of performance guarantees or security deposits;
- Recovery of damages, losses, or additional costs incurred as a result of such breach;
- Legal action under applicable laws or regulations.

The decision of the Procuring Entity in this regard shall be **final and binding**.

11. Delivery Location:

- ICAT Centre - 1: International Centre for Automotive Technology, Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).
- ICAT Centre - 2: International Centre For Automotive Technology, Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051 (Haryana - India)

12. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050 (GST No. 06AABAN9435G2ZI)

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

Contact Person: Mr. Shubham Saraswat

Contact No.: +91-9873944958

Email ID: Shubham.saraswat@icat.in

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Annexure B
Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 90,100/- (Rupees Ninety Thousand One Hundred Only) can be submitted in form of **DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

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

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

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

Or

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

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ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 90,100/- through NEFT/RTGS)

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

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

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

Key Note's

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

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

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

Additional Terms & Conditions (ATC)

Annexure C

Eligibility & Technical Evaluation Criteria

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

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

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

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

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

2. Bidders are required to submit the duly filled and signed technical compliance for the technical specifications.
3. It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.

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4. Bidders should be India-based.
5. **Bidder Eligibility:** OEM or Authorized Dealer/Distributor
 - **The bidder must be either:**
 - The **Original Equipment Manufacturer (OEM)** of the quoted Toughbook's; or
 - An **authorized dealer/distributor/partner** duly appointed by the OEM.
 - In the case of an authorized distributor/partner, the bidder must submit a valid authorization certificate issued by the OEM in the format prescribed as **"Form XIV"** (enclosed in the tender document). Bids submitted without a valid authorization certificate will be summarily rejected.
 - In the case where the OEM is directly participating, a self-declaration or certificate confirming their OEM status must be submitted along with the bid.
6. **Experience in Similar Supplies:** The bidder must have a **Minimum of Five (5) Years** of experience in the supply of Toughbook's or similar rugged computing equipment. Documentary evidence such as Purchase Orders (POs), Work Orders, or Completion Certificates issued by the respective clients must be submitted as proof.
7. **Financial Turnover:** The bidder must have an average annual turnover of not less than **INR 50 Lakhs** during the last three (3) consecutive financial years (i.e., FY 2022-23, 2023-24, and 2024-25).

Supporting documents to substantiate this claim must include either:

 - Audited Balance Sheets duly certified by a Chartered Accountant (CA); or
 - A certificate issued by a CA, supported by audited financials.

Each submitted certificate must include the CA's contact details and UDIN (Unique Document Identification Number). Incomplete or unsupported claims will lead to disqualification.
8. **Relevant Past Performance:** Within the preceding **Five (5) Years**, the bidder must have successfully supplied, installed, and commissioned Toughbook's or Equivalent Rugged Computing devices to at least three (3) distinct clients. These clients may include Central Government Departments, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies and Reputed Private Organizations in India. Copies of Purchase Orders/Completion Certificates/Client Testimonials must be provided as proof.
9. **Blacklisting Declaration:** The bidder must not be blacklisted or debarred by any Central or State Government Department, Public Sector Undertaking, Autonomous Body, or reputed

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private organization in India. A duly signed Self-Declaration on the bidder's letterhead to this effect must be submitted along with the tender documents.

10. **After-Sales Service Support Facility:** The bidder must have an operational **service support facility located within India**, capable of handling breakdowns or technical issues during and beyond the warranty period. A **self-declaration** on the bidder's official letterhead, confirming the existence and availability of such a service support facility, must be submitted as part of the bid.

Bidders to Comply with:

11. 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>).
12. 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>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- It is clarified that the relaxation of prior **turnover and prior experience** with respect to micro and small enterprises is subject to meeting the quality and technical specifications given in the bid document.

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Bid Rejection Criteria:

Bids submitted in response to this tender shall be subject to rejection at any stage of evaluation under any of the following conditions:

1. **Non-Submission of OEM Authorization:** Failure to submit a valid Authorization Certificate from the Original Equipment Manufacturer (OEM) in the prescribed format **(Form XIV)**, in cases where the bidder is not the OEM.
2. **Earnest Money Deposit (EMD) and Bid Security Declaration**
 - Non-submission of the **EMD** or **Bid Security Declaration (Form V)**, as applicable.
 - Firms claiming exemption under **NSIC/MSE/Startup India schemes** must submit a **valid and relevant registration certificate** for the tendered item along with the Technical Bid. Failure to do so will lead to rejection of the bid.
3. **Financial Turnover Criteria**
 - Bidders not meeting the minimum average annual turnover of **INR 50 Lakhs** over the last three consecutive financial years (FY 2022–23, 2023–24, and 2024–25) shall be disqualified.
 - Bidders must submit audited financial statements or a Certificate from a Chartered Accountant (CA) clearly indicating annual turnover for the specified financial years.
4. **Statutory Registration Documents:** Failure to submit copies of valid GST registration and Permanent Account Number (PAN) certificates.
5. **Client References:**
 - Bids shall be disqualified if any single client reference submitted by the bidder is found to be unsatisfactory.
 - Internal assessments or feedback from NAB or its affiliated centres may also be considered for reference evaluation, regardless of whether such references were submitted by the bidder.
6. **Deviation from Tender Terms:** Any unjustified deviation, exception, or condition proposed by the bidder that is inconsistent with the terms and conditions of the tender shall render the bid non-responsive and liable for outright rejection.
7. **Incomplete Proposal Submission**
 - Bidders must submit a comprehensive proposal covering all items listed in the tender document.
 - Partial or incomplete bids—including failure to quote for any mandatory item or omission of any required documentation—shall be treated as non-compliant and will be summarily rejected without further consideration.

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8. Non-Conformity to Technical Specifications

- ICAT reserves the right to reject any bid that fails to meet essential technical parameters as specified in the tender.
- Bidders unable to demonstrate equivalence or superiority of their proposed solution compared to the specified technical requirements may be disqualified.

9. Failure to Meet Minimum Eligibility/Pre-Qualification Criteria: Bidders not satisfying the Pre-Qualification or Minimum Eligibility Criteria set forth in the tender shall be disqualified.

10. IP Address Conflicts and Bid Validity

- GeM captures and displays IP addresses of both Buyers and Bidders during bid submission.
- Any bid submitted using the same or shared IP address as another bidder will be treated as invalid and automatically disqualified due to concerns of collusive bidding or conflict of interest.

11. Disqualification Due to Regulatory Non-Compliance: Bids shall be liable for rejection in the event of non-compliance with any one of the following provisions

- **Restriction on Procurement from Bordering Countries:** As per Rule 144(xi) of the General Financial Rules (GFR) 2017, any bidder from a country that shares a land border with India shall be ineligible to participate in this procurement unless the bidder is in compliance with the conditions specified in the Office Memorandum of the Department of Expenditure dated July 23, 2020, and any subsequent amendments thereto (Refer: DoE OM dated 23.07.2020).
- **Public Procurement (Preference to Make in India) Policy:** In accordance with the provisions of the Department for Promotion of Industry and Internal Trade (DPIIT), Order No. P-45021/2/2017-PP (BE-II) dated June 4, 2020, and its amendments from time to time, bidders must comply with the prescribed eligibility and preference criteria under the Public Procurement (Preference to Make in India), Order 2017 (Refer: DPIIT Order dated 04.06.2020).

Bid Evaluation: The bidder shall comply with the Pre-qualification/Minimum Eligibility Criteria mentioned in “Annexure C.” Only bidders who qualified in the Pre-qualification/Minimum eligibility criteria are eligible for technical bid evaluation.

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Technical Bid Evaluation Parameters

- 1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **75 Points (75%) out of 100 Points**. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.
- 1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

Evaluation Parameter	Details	Marks (Max)
Equipment Specifications	Technical Specifications/Requirements offered against the requirements spelt out in this tender	50
Service Support	Service Support (Delhi NCR) Within NCR – 5 Marks Outside NCR & Within India- 3 Marks	5
Bidder's Past Experience	Same/ Similar Nature Project (In the Last 5 Years before bid submission) Minimum 3 Purchase Orders (PO's) – 10 Marks >3 Up to 5 Purchase Orders (PO's) – 12 Marks More than 5 Purchase Orders (PO's) – 15 Marks	15
	Experience (Nos. of Year) 5 Years (Minimum) – 10 Marks > 5 up to 7 Years – 12 Marks More than 7 Years – 15 Marks	15
Bidder's Financial Capability	Financial Capability	
	Average Annual Turnover of 50 Lakhs in the past 3 FY: 2022-23, 2023-24, 2024-25 50 Lakhs (Minimum) - 10 Marks > 50 Lakhs up to 75 Lakhs - 12 Marks More than 75 Lakhs - 15 Marks	15
Total Marks		100

For the purpose of this tender, the term “Similar Nature” shall be defined as: Supply, Installation, or commissioning of rugged computing devices, including but not limited to Toughbook's or substantial equivalent rugged laptops/tablets, to any Ministries or Departments under the Government of India, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Organizations in the Automobile Industry or any Reputed Private Sector Companies in India. Such supplies must be supported with documentary evidence, including Purchase Orders, Work Orders, or Completion Certificates, clearly indicating the nature and specifications of the equipment supplied.

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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 **75 out of 100 points (75%)** 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.
 - **Exemption from EMD and Turnover Criteria:** Eligible MSEs and Startups (recognized by DPIIT) shall be exempted from payment of Earnest Money Deposit (EMD) and minimum turnover requirements, subject to submission of valid supporting documents.
 - **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.
 - **Documentary Evidence Required:** To avail of the above benefits, bidders must submit a copy of a valid Udyam Registration Certificate (for MSEs) or a DPIIT recognition certificate (for Startups) along with the bid. The certificate must be for the relevant category of goods (i.e., rugged computing devices/Toughbook's).
 - **Applicability:** These benefits will be applicable only where the nature of the procurement (i.e., goods—not works contract) permits such concessions under the current procurement rules.

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Annexure – D General Terms & Conditions

1. **Scope of Supply/Work:** Supply of Toughbook's (As per specification given in "Annexure – A") at ICAT Centre – 1 & 2, Manesar (Haryana).
2. **Product Availability and OEM Support Condition:** The offered Toughbook models shall not be classified as "End-of-Life" or "End-of-Sale" as on the date of bid submission. If the OEM discontinues support for the quoted product prior to delivery, the bidder shall, at no additional cost to the Purchaser, provide a replacement product of equal or higher specifications and quality that is fully compliant with the tender requirements. Such replacement shall be subject to prior written approval by the Purchaser and must not cause any delay or disruption to the project timelines.
 - **Product Lifecycle Compliance:** The bidder shall offer only those products which are currently active in the market and not classified as obsolete or nearing obsolescence. The product offered must have a minimum residual market life of **Minimum Five (5) Years** from the date of bid submission, as certified by the Original Equipment Manufacturer (OEM). Products declared as End-of-Life (EOL) by the OEM within this period will not be accepted.
 - **Post-Installation Support and Spare Availability:** The bidder shall ensure that all necessary spares and consumables for the proposed equipment will be available and supported for a minimum period of **Five (5) Years** following the successful installation and commissioning of the equipment. All spares and consumables must be accessible through the Government e-Marketplace (GeM) platform throughout this support period. Written confirmation from the OEM or authorized representative, affirming compliance with this requirement, must be submitted as part of the bid documentation.
3. **Delivery of Toughbook's:** The complete scope of supply, including delivery and submission of warranty documents, shall be completed within **120 (One Hundred Twenty)** days from the date of issuance of the GeM Purchase Order.
4. **Liquidity Damages (LD Clause):** The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half

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Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.

5. **Warranty Conditions: The Toughbook's being procured – comprising Semi-Rugged (3 Nos.), Fully Rugged (2 Nos.), and Regular Rugged (5 Nos.)** – shall be covered under a comprehensive onsite warranty as follows

- **Device Warranty (Toughbook): Minimum Thirty-Six (36) Months** onsite warranty from the date of successful installation, commissioning, testing, and final acceptance by ICAT.
- **Battery Warranty: Minimum Twelve (12) Months** onsite warranty from the date of installation.

During the warranty period, the successful bidder shall provide all required repair and replacement services, free of cost, covering: Parts, Labor, Transportation and Associates Services.

The bidder shall submit a Warranty Declaration on the OEM's letterhead, confirming the above coverage. The warranty shall exclude damages arising from misuse, mishandling, or unauthorized alterations to the equipment.

6. **OEM Authorization Certificate:** All participating bidders are required to submit a valid OEM Authorization Certificate along with their bid. The certificate must be in the format prescribed in the Buyer-uploaded Additional Terms and Conditions (ATC) document and duly signed and stamped by the OEM. Bids submitted without the prescribed authorization format shall be summarily rejected.
7. **After-Sales Support for Products:** It is mandatory that the OEM or its Authorized Seller has a registered office in India capable of providing comprehensive after-sales service and support. A certificate confirming the presence of such an office in India, along with the address and contact details, must be submitted as part of the bid. Failure to provide this certificate shall render the bid non-compliant.
8. **Insurance and Safe Delivery of Materials:** All goods shall be packed securely to prevent transit damage and shall be fully insured up to the destination at ICAT, Manesar. The bidder shall bear full responsibility for
- Packing, forwarding, transportation, and unloading
 - Transit insurance
 - Safe and timely delivery of goods to ICAT

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Any equipment found damaged, non-functional, or not conforming to specifications upon inspection may be rejected. In such cases, the bidder shall provide an immediate replacement at no additional cost to the Purchaser.

9. **Delivery Terms:** The delivery shall be made on a FOR (Free on Road) ICAT Site basis. The scope of the bidder shall include all activities related to packing, forwarding, loading, transportation, transit insurance, and unloading at the ICAT project site as per the technical specifications.
10. **Non-Transferability of Tender Document and Bid Rights:** The tender document is non-transferable. Under no circumstances shall it be assigned, transferred, or sublet by the bidder to any third party, either in whole or in part. Further, the rights and obligations under this tender and any subsequent contract awarded pursuant to it shall solely vest with the successful bidder. No sub-letting, assignment, or transfer of the bid, work, or any portion thereof shall be permitted without the prior written consent of the Purchaser. Any unauthorized attempt by the bidder to transfer the tender or any associated rights may result in:
 - Immediate rejection of the bid
 - Termination of the contract, if already awarded
 - Forfeiture of EMD/Performance Security
 - Debarment from future tenders
11. **Payment Terms:** 100% of the invoice value will be paid to the **GeM L1 Bidder after successful delivery and final acceptance of Toughbook's along with all associated accessories**. Prior to the release of payment, the bidder must submit a Performance Bank Guarantee (PBG) from a nationalized or scheduled bank, equivalent to **5%** of the total contract value. This PBG must remain valid for a period of **36 Months (3 Years)**, starting from the date of satisfactory completion of the entire scope of work, including installation, commissioning, and acceptance testing. The Performance Bank Guarantee should be unconditional, in favor of the client, and must cover any defects in material, workmanship, or performance of the **Toughbook's** for the duration of the warranty period i.e., **36 Months (3 Years)**.

Submission of Following Documents to ICAT:

- Original Tax Invoice
- Original Challan

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- E-Way Bill (Both Part A & B)
- Consignee LR Copy (if applicable)
- Warranty/Guarantee Certificate of OEM

12. Performance Bank Guarantee (PBG):

- **Performance Bank Guarantee (PBG) Requirement:** The selected bidder shall be required to provide a Performance Bank Guarantee (PBG) within 15 days from the date of the Notification of Award. The value of the PBG shall be equivalent to **5%** of the total order value. The PBG shall include the full address of the issuing bank, along with the contact details of the person responsible, including name, contact number, fax number, and email ID.
- **Validity of Performance Bank Guarantee:** The Performance Bank Guarantee shall remain valid for the entire warranty period of **36 Months (3 Years)**, or such other duration as stipulated in the contract.
- **Failure to Submit Performance Bank Guarantee:** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder, without notice, and to forfeit the Earnest Money Deposit (EMD).
- **Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfill its contractual obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.
- **Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded within 30 days following the successful completion of the contract period, specifically upon the expiry of the warranty and support services for the equipment.
- **No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG).

13. **Sub-Contracting Clause:** Restriction on Sub-Contracting Without Prior Approval
The Contractor shall not, without the prior written consent of the Procuring Entity, assign, sublet, transfer, or otherwise dispose of the contract or any part thereof, or any interest, benefit,

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claim, or advantage arising therefrom, in any form or manner whatsoever. Any such action undertaken without prior written approval shall be deemed unauthorized and invalid.

If the Contractor proposes to engage sub-contractors for any portion of the contract not previously disclosed in the original bid or contract agreement, the Contractor shall provide **prior written notification** to the Procuring Entity. Sub-contracting, where permitted, shall be **limited strictly to ancillary or incidental services**, including the supply of bought-out items or components. Under no circumstances shall sub-contracting be used to delegate core responsibilities, obligations, or deliverables that formed the basis of contract award. The Contractor shall remain fully responsible and liable for the performance of all obligations under the contract, including those carried out by any sub-contractor. No sub-contract shall relieve the Contractor of any contractual responsibilities, obligations, or liabilities, whether arising under this contract or under applicable law.

Any unauthorized assignment, subletting, or transfer of the contract, in whole or in part, shall constitute a material breach of contract, entitling the Procuring Entity to exercise any and all contractual remedies available to it, including but not limited to:

- Termination of the contract, in whole or in part;
- Forfeiture of performance guarantees or security deposits;
- Recovery of damages, losses, or additional costs incurred as a result of such breach;
- Legal action under applicable laws or regulations.

The decision of the Procuring Entity in this regard shall be **final and binding**.

14. **Submission of Modifications or Improvements to Conditions of Contract:** Bidders are permitted to propose and justify any modifications or improvements to the Conditions of Contract that, in their opinion, would serve the best interest of the International Centre for Automotive Technology (ICAT). Such proposals must be clear, concise, and directly relevant to the tender scope.

If bidder does not propose any modifications or improvements to the Conditions of Contract, the bidder shall explicitly declare this by stating ***"No Deviation Suggested Form - X(A)"*** in the prescribed ***"Deviations or Modifications Suggested Form - X(B)"***. Failure to submit this declaration may be construed as non-compliance with the tender submission requirements.

All proposed modifications or improvements must be submitted no later than seventy-two (72) hours prior to the official bid submission deadline. Any submissions received after this period shall be summarily disregarded.

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ICAT reserves the exclusive and unconditional right to accept or reject, wholly or partially, any such proposed modifications or improvements at its sole discretion. If any proposals are accepted, ICAT will issue a corrigendum detailing the approved changes. Consequently, the bid submission deadline may be extended to allow all prospective bidders sufficient time to consider the issued corrigendum and revise their submissions accordingly.

Failure to submit any proposed changes within the stipulated timeframe shall be deemed unconditional acceptance of all terms and conditions stated in the original tender document.

No modifications, deviations, or conditional submissions will be accepted after the bid submission deadline. Any such conditional or non-compliant bids shall be rejected outright without further correspondence or clarification.

15. **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.
16. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
17. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
18. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.
19. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
20. **Termination of Contract:** If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of

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delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.

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

After the contract becomes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained.

After the contract comes to an end the vendor will withdraw their service/equipment from ICAT premises within a month.

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

21. **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.
22. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be referred for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arise under and out of, or in connection with the work, if concluded, shall be referred to the **High Court of Haryana or any other court in the District of Gurugram (Haryana).**
23. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.
24. Law of the Republic of India are applicable to this tender.
25. **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).

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26. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
27. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee, or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:
- Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
28. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
- “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
 - “Fraudulent Practice” means misrepresentation or omission of facts in order to execution of contract.
 - “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
 - During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
 - **Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.**

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29. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
30. **MSME Exemption Applicability:** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
31. **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase

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preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

Additional Terms & Conditions (ATC)

Annexure – E
Special Conditions of Contract

The table below provides Special Conditions of Contract for this Tender Document. The following clauses under this Special Conditions of Contract (SCC) complements to the corresponding clauses in the Tender. Whenever there is a conflict, the provisions herein prevail over those in the tender.

Item	Data
Scope of Work/Supply	<i>Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India), For Detailed Technical Specification Please Refer “Annexure A”</i>
Terms of Payment	<i>“Clause 11” of General Conditions of Contract (Annexure – D)</i>
Delivery/Completion Period	<i>“Clause 3” of General Conditions of Contract (Annexure – D)</i>
Liquidity Damages (LD Clause)	<i>“Clause 4” of General Conditions of Contract (Annexure – D)</i>
Warranty/Guarantee Period	<i>“Clause 5” of General Conditions of Contract (Annexure – D)</i>
Performance Bank Guarantee (PBG) Clause	<i>“Clause 12” of General Conditions of Contract (Annexure – D)</i>
Submission of Modifications or Improvements to Conditions of Contract	<i>“Clause 14” of General Conditions of Contract (Annexure – D)</i>
Sub-Contracting Clause	<i>“Clause 13” of General Conditions of Contract (Annexure – D)</i>
Fraud And Corruption Clause	<i>“Clause 28” of General Conditions of Contract (Annexure – D)</i>
Collusive Bidding or Bid Rigging or Cartelization Clause	<i>“Clause 29” of General Conditions of Contract (Annexure – D)</i>
Earnest Money Deposit	<i>Please Refer Attached Annexure “B”</i>
Eligibility & Technical Evaluation Criteria	<i>Please Refer Attached Annexure “C”</i>
Method of Bid Evaluation	Segregated

Additional Terms & Conditions (ATC)

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, Gurgaon - 122051 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **10% (ten percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

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

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

Additional Terms & Conditions (ATC)

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

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Contractor's obligations against which this bank guarantee is given, are not completed or fully performed by the Contractor within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Contractor fulfills its obligations under the Contract.

We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

Form "II"

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

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

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

Additional Terms & Conditions (ATC)

Form "IV"

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

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

*** 1. Declaration regarding Make in India**

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

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

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

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

Authorised Signatory

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

Additional Terms & Conditions (ATC)

Annexure "V"

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

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

Reference: *"ICAT/GeM/FTL/TGB/2025-26/79, Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India)".*

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

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Form "VI"

Earnest Money Deposit

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

Date: _____

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

Re: Tender No._____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)

Form “VII”

Declaration In Respect of Conflict of Interest

Tender/ATC Document No. ICAT/GeM/FTL/TGB/2025-26/79

Tender Detail: “Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India)”.

Sr. No.	Particulars		
1	Name of Firm		
2	Office Address Phone No. Fax No. Email ID		
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID		
4	Type of Firm	Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm (Tick whichever is applicable)	
5	CIN / LLPIN of Firm		
6	GST No. of Firm		
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)		
	Full Name	DIN	Full Residential Address

Additional Terms & Conditions (ATC)

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

Full Name of Legal Representative / Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

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

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

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

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

- a) they have proprietor/ partner(s)/ Director(s) in common; or*
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) they have the same legal representative/ agent for purposes of this bid; or*
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*

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1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/ foreign agent on behalf of only one principal.*
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VIII"

Product Support Declaration

(To be submitted on Bidder Letter Head)

Letter No. _____

Date: _____

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

Sub: OEM Declaration

Dear Sir,

Ref: ATC Document No. ICAT/GeM/FTL/TGB/2025-26/79

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for *"ICAT/GeM/FTL/TGB/2025-26/79, Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, Manesar - Haryana (As Per Specification Given Annexure - A)."*

We affirm that all products included in our bid are **not** classified as end-of-life (EOL) or obsolete as of the date of this submission. These products will remain available and supported for a minimum period of **Minimum 5 Years** from the date of contract award, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

Should you require any additional documentation, clarifications, or further information pertaining to the support and lifespan of the quoted products, we are prepared to provide such details upon request.

We appreciate your consideration of our submission and look forward to the possibility of further collaboration on this project.

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"

Declaration and Undertaking from Bidder or OEM
(To be submitted Original on the OEM Letter Head)

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against *Tender No. ICAT/GeM/FTL/TGB/2025-26/79 for Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India).*

Dear Sir/Madam,

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

Hereby provide the following confirmation:

1. The Product supplied by us are certified and fully compatible with the offered solution.
2. The Product's supplied and available are not classified as End-of-Life (EOL) or End-of-Sale (EOS) for a period of **Minimum 5 Years from the date of acceptance**. If any part is found to be End-of-Life after installation, we undertake full responsibility to replace the part(s) with newer, fully compatible components and to implement the replacement at no additional cost to the International Centre for Automotive Technology (ICAT) during the warranty period of *Three (3) Years (36 Months)*.

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

For M/s _____ (Name of the OEM/Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

Additional Terms & Conditions (ATC)

Form "X(A)"

No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

Additional Terms & Conditions (ATC)

Form X(B)

Modification or Improvement Suggested (To be submitted Original on Bidder Letter Head)

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

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "XI"

Undertaking For Product Compliance

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Product Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

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Form "XII"

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your *"ICAT/GeM/FTL/TGB/2025-26/79, Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India)"* as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

Form "XIII"

Undertaking For Non-Subcontracting

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XIV"

Manufacturer's Authorization Form (MAF)
(To be submitted Original on OEM Letter Head)

MAF No.

Dated:

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

Sub: Manufacture's Authorization Form (MAF)

Dear Sir/Ma'am,

Tender Reference No. "ICAT/GeM/FTL/TGB/2025-26/79, Supply of Semi-Rugged Toughbook (3 Units), Fully Rugged Toughbook (2 Units), and Regular Rugged Toughbook (5 Units) at ICAT Centre 1 & 2, located in Manesar, Haryana (India)".

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our _____ model.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangements for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of M/s _____ (Name of Manufacturer's)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer

Additional Terms & Conditions (ATC)

Form "XV"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India handled by the Bidder during the last **Five (5) 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.)	Amount of contracts (INR)	Duration of contract	
			Order Received Date	Date of Installation with contract period
1.				
2.				
3.				
4.				
5.				

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

Signature of authorized person

Date:

Name:

Place:

Seal: