

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	03-10-2025 21:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	03-10-2025 21:30:00
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
वस्तु श्रेणी / Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Upgradation of AVL Make Existing Engine Test Bed with PUMA Automation System (ETL-7); Service Provider
अनुबंध अवधि / Contract Period	1 Year(s) 3 Month(s) 2 Day(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
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, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य /Estimated Bid Value	18990000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	380000

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).	24

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

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

लाभार्थी /Beneficiary :

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

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
6. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

7. 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.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

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

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

Price Breakup - [1756909626.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:[1756909635.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1756909641.pdf](#)

Any other details to be mentioned by buyer for repair work:[1756909655.pdf](#)

Any other details to be mentioned by buyer for repair work:[1756909662.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
19-09-2025 14:00:00	Venue: ETL Meeting Room, International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana), Date: 19-Sept-2025, Time: 14:30 Hrs

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Upgradation Of AVL Make Existing Engine Test Bed With PUMA Automation System (ETL-7); Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Automotive Test Agency
Type of Item/Product/System to be repaired or Installed	Upgradation of AVL Make Existing Engine Test Bed with PUMA Automation System (ETL-7)
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	0

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

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

1. Generic

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

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. 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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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)

ATC Index		
SI No.	Content	Page No.
1.	NIT (Notice Inviting Tender)	2-3
2.	Annexure - A (Detailed Technical Specification and Scope of Work)	4-14
3.	Annexure - B (Earnest Money Deposit)	15-17
4.	Annexure - C (Eligibility & Technical Evaluation Criteria)	18-23
5.	Annexure - D (Instructions to Bidders)	24-27
6.	Annexure - E (Tender Terms & Conditions)	28-37
7.	Form "I" - Performa for Performance Bank Guarantee	38-39
8.	Form "II" - Checklist	40-41
9.	Form "III" - Undertaking Regarding Blacklisting/Non-Department	42
10.	Form "IV" - Format for Declaration In Lieu of EMD/Bid Security	43
11.	Form "V" - Earnest Money Deposit	44
12.	Form "VI" - Declaration In Respect of Conflict of Interest	45-47
13.	Form "VII" - OEM Authorization Certificate	48-49
14.	Form "VIII" - Declaration And Undertaking From Original Equipment Manufacturer (OEM)	50
15.	Form "IX" - Undertaking For Product/Service Compliance	51
16.	Form "X" - Undertaking	52
17.	Form "XI" - No Deviation Declaration	53
18.	Form "XII" - Deviation or Modification Suggested	54
19.	Form "XIII" - Undertaking for Non-Subcontracting	55
20.	Form "XIV" - Details of Contracts	56
21.	Form "XV" - Declaration by Bidder for Code of Integrity & Conflict of Interest	57
22.	Form "XVI" - Format for Annual Turnover	58
23.	Form "XVII" - Declaration Regarding "Restriction on Procurement from Bidder of a Country Which Shares Land Border with India"	59
24.	Form "XVIII" - Certificate Regarding Declaration of Local Content	60
25.	Form "XIX" - Price Reasonability Declaration Letter	61

Additional Terms & Conditions (ATC)

NIT (Notice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT) - GST No. 06AABAN9435G2ZL, a division of National Automotive Board (NAB), Govt. of India, hereby invites bid through a **restrictive bidding process under Proprietary Article Certificate (PAC)** on the **Government e-Marketplace (GeM) Portal** for **"Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana).**

Tender Activity Schedule

Description of work	Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana)
Scope of Work	As Per Scope of Work Given In "Annexure - A" of the ATC Document
Site Location	ICAT Centre - 1 (Manesar)
Earnest Money Deposit (EMD) Or Bid Security Declaration	Earnest Money Deposit (EMD): INR 3,80,000/- (Rupees Three Lakh Eighty Thousand Only) can be submitted in form of DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name "International Centre for Automotive Technology". Or Firms that are registered as Micro or Small Enterprises (MSEs) under the provisions of the Public Procurement Policy for MSEs, 2012, issued by the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, or those recognized as Startups by DPIIT, or are registered with the Central Purchase Organization (e.g., NSIC) or the concerned Ministry/Department for the tendered item, shall be exempted from submission of Earnest Money Deposit (EMD) Or In place of a Bid security, Bidders can submit Bid securing declaration as per "Form IV" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.
Eligibility Criteria	Refer "Annexure C" of the ATC Document

Additional Terms & Conditions (ATC)

The Last Date of Receipt of Queries if any,	Submission of Pre-Bid Queries Bidders are required to submit their queries, if any, in writing to vaibhav.yadav@icat.in , amit.sisodia@icat.in , javed.rahi@icat.in & vikas.sharma@icat.in by 16th September' 2025 up to 1700 Hrs.
Date for Clarification Meeting	Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process. ➤ Date: 19th September' 2025 ➤ Time: 14:30 Hrs. ➤ Venue: <i>ETL Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051, Haryana</i> ➤ Mode: <i>Physical Meeting</i> All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.

ICAT Bank Details for NEFT/RTGS (In case any bidder deposits the EMD of INR 3,80,000/- through NEFT/RTGS)

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

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

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

Additional Terms & Conditions (ATC)

Annexure - A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, hereby invites bid through a restrictive bidding process under Proprietary Article Certificate (PAC) on the Government e-Marketplace (GeM) Portal for "Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana)".

The specifications governing the design, manufacture, testing, packaging, and accessories shall be as follows:

1. The scope of supply includes upgradation of existing AVL make engine test cell with automation system PUMA 1.5.3 to PUMA 2.0 as per below mentioned table-

SI. No.	Parameter	Description	Quantity
1.	Test Automation and Control	PUMA 2 Software PUMA 2 Hardware EMCON 6 Software AVL Data Processing Platform	1 Set
2.	Emission Test Automation for TC07	iGEM 2 Software Licenses iGEM 2 Test Cycles iGEM 2 Regulation Packages iGEM 2 Project Services	1 Set
3.	Project Execution Services for the Testbeds	Project Management Project System Design Documentation	1 AU

The Bidder shall be responsible for supplying all components, equipment, accessories, and services necessary for the successful upgradation of the Automation System, even if such items are not explicitly listed in the scope of supply but are deemed essential for full functionality and integration. The upgraded Automation System must, at a minimum, retain all existing capabilities and ensure seamless integration with the current test equipment (as detailed in the table below), as well as with all other relevant equipment presently available in the laboratory. Bidders are strongly advised to conduct a site visit to the laboratory to gain a comprehensive understanding of the equipment installed and their existing communication interfaces.

Table: List of Existing equipments in the Test cell

Sr. No.	Equipment List
1.	Horiba MEXA 7500 DEGR (Windows 10 based OS)
2.	AVL SPC 478

Additional Terms & Conditions (ATC)

3.	AVL Opacimeter 439
4.	AVL PN Counter (APC) 489
5.	AVL Fuel Flow Meter and Conditioning Unit
6.	AVL Smokemeter 415
7.	AVL FTIR
8.	AVL Blowby
9.	AVL Coolant Conditioning Unit (CCU) 553
10.	AVL Micro Soot Sensor
11.	QCorp CAHU
12.	AVL Indicom
13.	AVL Oil Conditioning Unit
14.	ABB and AVL Air Flow Meter
15.	Horiba CVS

Description of Technical Specifications: It should have the following technical specifications/broad features:

2.1 Test Automation and Control:

Parameter	Description
PUMA 2 Software	Upgradation of existing PUMA 1.5.3 software to PUMA 2 automation system to cater to engine testing applications for Certification and Homologation purposes. The software should be able to cater to various engine applications, namely Automotive, Off-road, tractors and other Engine categories. The application of the software to include (minimum): 1. High operability of visualization and structuring of all testbed parameters and test runs. 2. Parameter management and distribution. 3. Pre-defined library of test runs and parameters. 4. F-FEM driver 5. Steady state and Continuous measurement along with timestamp and data synchronization. 6. Test Cell Controller compatible for control of testbed peripheral equipment. 7. Formula script for cyclic and real-time calculations with calculation frequency up to 100 Hz. 8. Communication of ECU to PUMA testbed
PUMA 2 Hardware	Upgradation of existing hardware configurations to operate various applications of automation system. The configuration should include (minimum) 1. Testbed workstation (19" rack) for connection of devices 2. 8* RS232 ADAPTER/USB 3. IEEE 1394 ADAPTER PCI-E 4. CAN Interface Board PCI-E 5. Ethernet RT network card 6. Profibus-Interface HP BOARD PCI-E
EMCON 6 Software:	Software for operation, monitoring and control of testbed by use of I/O modules connected to the workstation. Software for controlling monitoring and operation of combustion engine.
Data Processing	Data processing platform (Concerto) to be included with automation system for visualization, analyzing and reporting many measured and simulated data types.

Additional Terms & Conditions (ATC)

2.2 Emission Test Automation for TC07

Parameter	Description
iGEM 2 Software Licenses	Control of Emission Devices including command for measurement, internal check and calibration; test execution and data processing for certification and development.
The configuration of software license to include (minimum)	
- iGEM 2 for Engine Testing - iGEM 2 Raw Device Control Module - iGEM 2 Calibration and Device Checks	
iGEM 2 Test Cycles:	Development and Certification test cycle for EURO VI Automotive (as per R24, R49 & R96) and Non-road testing (as per R96); EPA Non-road (as per 40 CFR 1039, US Smoke Cycle, EPA NTE as per 40 CFR 1065).
The test cycles mentioned in table titled “Engine Test Cycles”	
iGEM 2 Regulation Packages:	The regulation packages as per legislation for data processing and reporting module requirements for EURO VI, EURO VI D, EURO Stage IV, V; US EPA Non- Road.
The test cycles mentioned in table titled “Engine Regulation package”	
iGEM 2 Project Services:	The operation and functionality of all the mentioned automotive, non-road (agricultural and construction equipment vehicle), and gensets based requirement for the current emission and power regulation-based requirement.

Table: Engine Test Cycles

Sr. No.	Test Cycle	Legislation
1	R24 Smoke Steady-State Test Full-Load Curve	UN ECE R24
2	World Harmonized Steady-State Cycle (WHSC)	EURO VI (as per EU 595/2009 last amended by EU 136/2014, R49)
3	World Harmonized Transient Cycle WHTC cold/hot and hot/hot	
4	Euro VI-WNTE	
5	NRTC cold/hot and hot/hot	STAGE III A limit for Non-Road Cycles 2004/26/EC, STAGE III B limit for Non-Road Cycles 2004/26/EC, STAGE IV limit for Non-Road Cycles 2012/46/EU, UN ECE R96 Rev 3, STAGE V limit for Non-Road Cycles 2017/654 EU Stage V
6	NRTC cold/hot and hot/hot Stage IV/V	
7	Non-Road Steady State Cycle (C1 DMC and C1 RMC)	STAGE III A limit for Non-Road Cycles 2004/26/EC, STAGE III B limit for Non-Road Cycles 2004/26/EC, STAGE IV limit for Non-Road Cycles 2012/46/EU, UN ECE R96 Rev 3, STAGE V limit for Non-Road Cycles 2017/654 EU Stage V
8	NRTC cold/hot and hot/hot	Tier 4 acc. to 40 CFR 1039 and Tier 4 acc. to 40 CFR 1039 (Generator Sets)
9	US EPA 40 CFR 1039, Non-Road Steady-State Cycle (C1 DMC)	Tier 4 acc. to 40 CFR 1039 and Tier 4 acc. to 40 CFR 1039 (Generator Sets)

Additional Terms & Conditions (ATC)

10	US EPA 40 CFR 1039, Non-Road Steady-State Cycle (C2 RMC)	Tier 2 acc. to 40 CFR 1048
11	US EPA 40 CFR 1039, Non-Road Steady-State Cycle (D2 DMC)	Tier 4 acc. to 40 CFR 1039 and Tier 4 acc. to 40 CFR 1039 (Generator Sets)
12	US SMOKE	US 2010 acc. to Vol. 21, Title 40, Part 86, version 2016- 07-01
13	40 CFR 1065 NTE CYCLE	Title 40, Chapter I, Subchapter C, Part 86, Subpart N, Section 86.1370
14	UN ECE R96 Rev 3 Annex 4B, Non-Road Steady State Cycle (C1 RMC)	STAGE III A limit for Non-Road Cycles 2004/26/EC, STAGE III B limit for Non-Road Cycles 2004/26/EC, STAGE IV limit for Non-Road Cycles 2012/46/EU, UN ECE R96 Rev 3, STAGE V limit for Non-Road Cycles 2017/654 EU Stage V

Other Test Cycles

1	EPA 1039 NTE
2	IGES IV+ S&P 2022- D2 RMC Constant Speed
3	IGES IV+ S&P 2022- D2 DMC Variable Speed
4	IGES IV+ S&P 2022- D1 3 Mode Steady State RMC
5	Regeneration Cycles (N no. of cycles for continuous operation of NRTC)
6	Regeneration Cycles (N no. of cycles for continuous operation of WHTC)

Sr. No.	Regulation Package	Legislation
1	EURO VI	UN ECE R49 R. 6
2	EURO VI D	UN ECE R49 R.6 (2017/2400/EU)
3	Euro Non-Road Package including 4.1 Euro Stage IIIA + IIIB 4.2 Euro Stage IV 4.3 Euro Stage V	UN ECE R 96 Rev. 3 Annex 4a UN ECE R 96 Rev. 3 Annex 4b 2017/654 EU Stage V
4	US Non-Road Package for EPA 1065 Non-Road regulations	US EPA 40-CFR-1065_Year-2015_Molar-Based, US EPA 40-CFR-86_Year-2015_Massflow-Based, US EPA 40-CFR-1065_Year-2020_Molar-Based, US EPA 40-CFR-1042_Year-2020_Molar-Based, US EPA 40-CFR-1045_Year-2020_Molar-Based, US EPA 40-CFR-1051_Year-2020_Molar-Based, US EPA 40-CFR-1054_Year-2020_Molar-Based
5	IGES IV+ S&P	System and Procedure for Testing of Generator sets as per CPCB IV+

In addition to the regulatory packages specified above, the Bidder shall supply the Data Processing Toolbox Testbed NL, based on AVL Concerto, for the purpose of test data analysis, calculation, and automated report generation. This tool shall be fully functional and integrated to support comprehensive post-processing of test data in accordance with the project requirements.

Additional Terms & Conditions (ATC)

Other Conditions:

1. **Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.

Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.

The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.

It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions."

2. **Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.

Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the **Pre-Bid Meeting**. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.

All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the Pre-Bid Meeting (MoM) on the Purchaser's official website (www.icat.in) and on the GeM Portal. These shall form an integral part of the tender and shall be binding on all Bidders. **No request for changes or deviations shall be entertained after the Pre-Bid stage.**

3. **Product Lifecycle Assurance and Post-Supply Support Commitment:** The Bidder shall ensure comprehensive service and technical support for all equipment supplied for a minimum period of five (5) years from the date of final acceptance. The products offered must not be classified as '**end-of-life**' or '**end-of-sale**' as of the date of final acceptance. If the manufacturer discontinues or withdraws support for any quoted product prior to delivery, the Supplier shall, at no additional cost to the Purchaser, provide a replacement product of equal or superior quality, specifications, and functionality. Such replacement shall be subject to the Purchaser's approval and shall ensure continuity of operations without any disruption to project requirements.

4. **Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and technical requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. A Statement of Compliance, in the format prescribed within the Technical Specifications, shall be submitted for each item listed. Each compliance statement must be substantiated with authentic, verifiable documentation (e.g., brochures, datasheets, certifications) issued

Additional Terms & Conditions (ATC)

by the Original Equipment Manufacturer (OEM) or other credible sources. Furthermore, each page of the bid, including any amendments, corrections, or insertions, must be duly signed and stamped by the authorized signatory of the Bidder, thereby certifying its accuracy and authenticity. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.

5. **Site Visit Requirement:** Bidders are strongly advised to undertake a site visit to the Purchaser's facility in order to gain a comprehensive understanding of the existing Automation System, lab equipment, communication interfaces, and integration requirements necessary for the successful execution of the project. This visit is critical to ensure that the proposed solution is compatible with the current infrastructure and operational environment. The site visit must be scheduled and completed between **4th September' 2025** and **15th September' 2025**. Bidders shall submit a written request to the Purchaser no later than **two (2) days** prior to their intended visit date to obtain necessary access and coordination. All arrangements for the visit, including travel and associated expenses, shall be the sole responsibility of the Bidder. Failure to conduct the site visit within the specified timeframe shall not be accepted as grounds for any future claim, delay, or deviation from the scope of work. The Purchaser shall bear no responsibility for any misinterpretation or assumption made by the Bidder due to the lack of a site inspection.
6. **Delivery, Installation, and Commissioning Timeline:** The Supplier shall be responsible for the complete delivery, installation, and commissioning of all items in accordance with the specifications and scope defined in this tender. This includes the submission of all requisite warranty documents and associated deliverables. The entire process comprising delivery, installation, commissioning, and handover of warranty documentation must be completed within **three hundred sixty (360) calendar days** from the date of award of the GeM Contract. Timely execution of all activities within the stipulated period is of the essence. Any delay beyond the specified timeline shall attract penalties and other contractual remedies as prescribed in the tender terms and conditions.
7. **Liquidity Damages (LD Condition):** Time is of the essence in the execution of this contract. In the event of delay in delivery, installation, or commissioning beyond the stipulated period of **three hundred sixty (360) calendar days from the date of award of the GeM Contract**, and where such delay is not attributable to the Purchaser, the Supplier shall be liable to pay Liquidated Damages (LD) to the Purchaser. The LD shall be levied at the rate of **0.5% (half percent)** of the total contract value for each week or part thereof delay, subject to a **maximum ceiling of 10% (ten percent) of the total contract value**. The imposition of LD shall not limit or restrict the Purchaser's right to terminate the contract or pursue any other remedies available under law or contract.
8. **Warranty Terms and Conditions:** The Supplier shall provide a comprehensive warranty for all equipment, components, and software supplied under this contract for a period of **twelve (12) months from the date of final acceptance** by the Purchaser. During the warranty period, the Supplier shall, at no additional cost to the Purchaser, promptly repair or replace any part of the equipment or system that is found to be defective in material, workmanship, or performance under normal operating conditions. This includes, but is not limited to, the cost of labour, transportation, travel, accommodation, tools, and replacement parts.

Additional Terms & Conditions (ATC)

The warranty shall cover all supplied hardware, software, firmware, integrated systems, and associated components, and shall ensure their uninterrupted and optimal performance in accordance with the technical requirements and specifications outlined in the contract.

Any repair or replacement of components during the warranty period shall carry a fresh warranty of **twelve (12) months** from the date of such repair or replacement or until the expiry of the original warranty period, whichever is later.

The Supplier shall respond to warranty claims within **48 hours of notification by the Purchaser** and shall rectify the issue within a reasonable period as mutually agreed, failing which the Purchaser reserves the right to undertake rectification through a third party at the risk and cost of the Supplier, without prejudice to any other rights available under the contract.

The warranty obligations of the Supplier shall survive the expiration or termination of the contract to the extent that such obligations arose during the warranty period.

Any exclusion or limitation of warranty not expressly stated in this contract shall be deemed invalid. The Supplier shall ensure that warranty terms and obligations are similarly extended by any subcontractors or original equipment manufacturers involved in the supply.

9. **Assignment and Subcontracting:** The Supplier shall not assign, transfer, sublet, subcontract, or otherwise dispose of the Contract or any part thereof, nor any interest, right, benefit, or obligation arising under this Contract, without the prior written consent of the Procuring Entity. Any such assignment, transfer, or subcontract made without the express written consent of the Procuring Entity shall be deemed a material breach of contract, entitling the Procuring Entity to exercise any and all remedies available under this Contract and applicable law, including termination for default.

Where subcontracting is permitted by the Procuring Entity, it shall be limited strictly to the procurement of standard bought-out items, ancillary works, or incidental services that do not constitute core obligations of the Supplier under this Contract. The Supplier shall remain fully responsible for the performance of all contractual obligations, whether performed directly or through an approved subcontractor.

The Supplier shall provide prior written notification to the Procuring Entity of all subcontracts awarded under this Contract, where such subcontracts were not disclosed in the original bid. Such notification shall include details of the scope of subcontracted work, the identity of the subcontractor, and the duration of the subcontract.

Approval by the Procuring Entity of any subcontractor or subcontracting arrangement shall not relieve the Supplier of its obligations under the Contract, nor shall it create any contractual relationship between the Procuring Entity and any subcontractor. The Supplier shall ensure that all subcontractors comply fully with the terms and conditions of this Contract and shall not use subcontracting as a means to evade responsibility or reduce contractual obligations.

10. **Performance Security:** Within **fifteen (15) calendar days** from the date of award of the Contract on the GeM Portal, the Supplier shall furnish a Performance Security in the form of either a Performance Bank Guarantee (PBG) or a Fixed Deposit Receipt (FDR) amounting to **five percent (5%)** of the total Contract value. Performance Security shall be submitted in favour of the Purchaser **“International Centre For Automotive Technology”** and must remain valid for a period extending up to the completion of the warranty period, i.e., *twelve (12) months from the date of final acceptance of the supplied goods and services, plus an additional claim period of sixty (60) days thereafter.*

Additional Terms & Conditions (ATC)

In the case of a Performance Bank Guarantee, it shall be issued by a branch located in Delhi/NCR of any Scheduled Commercial Bank operating in India and shall be strictly in the format prescribed by the Purchaser.

The Performance Security shall be liable for forfeiture, either in full or in part, in the event of the Supplier's failure to fulfill its contractual obligations, including but not limited to delays in delivery, defective performance, or breach of warranty terms.

Failure to submit the required Performance Security within the stipulated period shall constitute a material breach of contract, entitling the Purchaser (i.e., ICAT) to take any action deemed appropriate, including but not limited to cancellation of the contract, encashment of the Earnest Money Deposit (EMD), and initiation of penal or legal proceedings, in accordance with the terms and conditions of the tender and applicable laws. *In addition, ICAT reserves the right to withhold an amount equivalent to five percent (5%) of the total order value from the Supplier's invoice(s) in lieu of the non-submission of the Performance Security. The retained amount shall be released to the Supplier only upon the successful completion of all warranty obligations as stipulated in the contract.*

Whether submitted as a Performance Security or retained as retention money, the amount shall be held by ICAT interest-free and shall be released to the Supplier only upon the successful completion of all warranty obligations as defined under the contract. No interest shall be payable on the Performance Security or retained amount under any circumstances.

11. **Payment Terms:** The payment to the Supplier shall be made by the Purchaser in the following manner, subject to compliance with all contractual terms, submission of requisite documentation, and acceptance at each stage

- **Sixty percent (60%)** of the total contract value shall be released upon receipt of the materials at the Purchaser's designated site, subject to verification of quantity and quality, submission of relevant dispatch documents (including invoice, packing list, delivery challan, and material inspection report), and acknowledgment of receipt by the Purchaser.
- **Twenty percent (20%)** of the total contract value shall be released after successful installation, testing, and commissioning of all equipment and systems supplied under the contract, and upon submission of installation and commissioning certificates duly signed by the authorized representative(s) of the Purchaser.
- **The balance of twenty percent (20%)** of the total contract value shall be released after final acceptance of the complete system, including satisfactory performance during the initial period of operation and submission of all final documentation, such as warranty certificates, operation manuals, and as-built drawings (if applicable).

All payments shall be made through electronic transfer (NEFT/RTGS) within 30 days from the date of submission of complete and correct invoices and supporting documents, subject to applicable statutory deductions. The Purchaser reserves the right to withhold payment in the event of any contractual non-compliance, defect, or deficiency in performance until such issues are rectified to the satisfaction of the Purchaser.

12. **Material Safety and Storage Conditions:** The Supplier shall be solely responsible for ensuring the safety, proper handling, and secure storage of all materials, equipment, and components supplied under this Contract until the point of final acceptance by the Purchaser. All materials must be packed, transported, and stored in accordance with applicable industry standards, manufacturer guidelines, and statutory safety regulations to prevent any damage, deterioration, contamination, or loss.

Additional Terms & Conditions (ATC)

The Supplier shall take all necessary precautions during transit and storage to preserve the quality, integrity, and performance of the materials, including but not limited to the use of protective packaging, climate control (where required), handling equipment, and security measures.

In the event that any material is damaged, lost, or rendered unusable due to improper handling, inadequate storage, or negligence on the part of the Supplier or its agents, such materials shall be replaced or restored by the Supplier at no additional cost to the Purchaser, without affecting the delivery schedule.

If storage space at the Purchaser's site is required prior to installation, the Supplier shall seek prior written approval and shall comply with all site-specific safety and access protocols. Storage at the Purchaser's premises, if permitted, shall be at the Supplier's risk and shall not constitute acceptance of the goods by the Purchaser.

All hazardous materials, if any, shall be clearly identified, labeled, and accompanied by relevant Material Safety Data Sheets (MSDS) and safety instructions in accordance with applicable laws and best practices.

13. **Force Majeure:** Neither party shall be held liable for any failure or delay in the performance of its obligations under this Contract to the extent such failure or delay is caused by an event of Force Majeure. For the purpose of this Contract, 'Force Majeure' means any unforeseeable, extraordinary event or circumstance beyond the reasonable control of the affected party, which could not have been avoided or overcome by the exercise of due diligence and includes, but is not limited to, acts of God, natural disasters (such as floods, earthquakes, storms), war, hostilities, terrorism, riots, civil commotion, strikes or labour disputes (excluding those involving the Supplier's workforce), pandemics, epidemics, government actions, embargoes, or restrictions imposed by any governmental authority.

The party affected by a Force Majeure event shall promptly notify the other party in writing within **seven (7) calendar days** of the occurrence of such event, providing sufficient details and evidence thereof. The affected party shall use all reasonable efforts to mitigate the effect of the Force Majeure event and resume performance of its obligations as soon as reasonably practicable.

If the duration of the **Force Majeure event exceeds ninety (90) consecutive calendar days**, either party shall have the right to terminate the Contract by giving written notice to the other party, without any liability, except for payment due for goods or services already delivered and accepted.

The occurrence of a Force Majeure event shall not relieve the Supplier of its obligation to fulfil the Contract, but any delay or failure caused thereby may be excused to the extent such delay or failure arises from such event, subject to the terms herein.

The decision to waive off any Liquidated Damages or penalties arising from delays caused by Force Majeure shall be at the sole discretion of the Purchaser.

14. **Manpower Insurance and Liability:** The Supplier shall ensure that all personnel, including employees, agents, subcontractors, or any other individuals deployed for the execution of this Contract, are adequately insured against all risks, including but not limited to accidents, injury, disability, or death, as per applicable statutory and regulatory requirements.

The Supplier shall maintain valid insurance policies throughout the duration of the project and shall furnish evidence of such insurance coverage to the Purchaser upon request.

The Purchaser shall bear no responsibility or liability whatsoever for any accident, injury, illness, disability, death, or any other mishap occurring to the Supplier's personnel during the course of their engagement on this project. The Supplier agrees to indemnify, defend, and hold the Purchaser harmless

Additional Terms & Conditions (ATC)

from and against any and all claims, demands, liabilities, damages, fines, penalties, costs, and expenses arising out of or in connection with any such incidents.

It is expressly understood that the Supplier shall be solely responsible for complying with all applicable laws, rules, and regulations relating to the employment, safety, welfare, and insurance of its manpower.

- 15. Delivery and Insurance Instructions:** The Supplier shall be solely responsible for the safe and timely delivery of all goods, equipment, and materials covered under this Contract to the designated delivery location specified by the Purchaser. Delivery shall be made strictly in accordance with the delivery schedule and milestones stipulated in the Contract.

All items must be securely packed, handled, and transported in a manner that ensures protection against damage, corrosion, pilferage, or deterioration during transit and storage. The Supplier shall be liable for any damage or loss occurring before the formal receipt and acceptance of goods by the Purchaser.

The Supplier shall, at its own cost, arrange comprehensive transit insurance covering the full value of the goods against all risks from the point of dispatch to the point of final delivery at the Purchaser's site. The insurance policy shall be issued by a reputed insurer and shall remain valid until the goods are successfully delivered, inspected, and acknowledged by the Purchaser.

The offloading/unloading of all materials at the project site shall be the sole responsibility of the Supplier and shall be carried out in a safe, careful, and timely manner, using appropriate equipment and manpower. The Purchaser shall not provide any assistance or bear any cost associated with the offloading of materials at site.

Any shortage, damage, loss, or deterioration noticed at the time of delivery shall be promptly rectified or replaced by the Supplier at no additional cost to the Purchaser, without affecting the delivery schedule.

The risk and responsibility for the goods shall remain with the Supplier until the materials are delivered to, offloaded at, inspected, and formally accepted in writing by the Purchaser.

16. Pre-Delivery Inspection (PDI)

- 16.1 Purpose and Scope:** Prior to delivery, the Supplier shall organize a Pre-Delivery Inspection (PDI) of the equipment at the Supplier's premises or at any other location mutually agreed upon by the Parties. The objective of the PDI shall be to verify compliance with the technical specifications, quality standards, and other contractual obligations as set forth in this Tender Document and the ensuing Contract.
- 16.2 Notification and Participation:** The Supplier shall provide the Purchaser with a written notice of at least thirty (30) calendar days prior to the scheduled PDI, to enable the Purchaser or its authorized representative(s) to attend and participate in the inspection. During the PDI, the Purchaser shall have the right to inspect, test, and verify the performance and conformity of the equipment and all related components. Any defects, non-conformities, or deficiencies identified during the PDI shall be rectified by the Supplier at no additional cost to the Purchaser prior to shipment. The equipment shall only be deemed ready for dispatch upon successful completion of the PDI and formal written approval from the Purchaser.
- 16.3 Right to Postpone or Waive Attendance:** The Purchaser reserves the right to either not attend the PDI or Request a one-time postponement of the PDI by a maximum of fifteen (15) calendar days from the originally scheduled date, to facilitate attendance by its representative(s). In such cases, the Purchaser shall notify the Supplier in writing, no later than fifteen (15) calendar days prior to the originally scheduled PDI date. No liquidated damages or penalties shall be imposed on either Party because of such postponement.

Additional Terms & Conditions (ATC)

- 16.4 In the event the Purchaser either formally communicates its decision not to attend the Pre-Delivery Inspection (PDI) or fails to attend the PDI on the rescheduled date, the Supplier shall be entitled to proceed with the PDI in the absence of the Purchaser's representatives. In such cases, the Certificate of Conformity and the Acceptance Test Report, duly signed by the Supplier's authorized Quality Assurance (QA) representative, shall be deemed to have the same legal force and effect as if jointly signed by both Parties.
- 16.5 **Cost of Participation:** All expenses associated with the participation of the Purchaser's representative(s) in the PDI, including travel, accommodation, meals, and daily allowances, shall be borne solely by the Purchaser.

17. **Training Requirement:** As part of the scope of work, the supplier shall be responsible for providing comprehensive training to the relevant personnel of the purchaser, including both the Technical and Maintenance teams, during the acceptance and commissioning phase of the equipment. The training shall be conducted at the purchaser facility or at any other mutually agreed location.

The training shall include, but not be limited to:

- **Operational Training:** The supplier should also train the Operational Team on the execution of actual jobs using the upgraded testing facilities, covering all relevant functionalities and safety protocols.
- **Maintenance Training:** The Maintenance Team shall be trained on routine and preventive maintenance procedures, troubleshooting, and general upkeep of the equipment.

The supplier shall ensure that training materials, manuals, or necessary documentation are provided to purchaser in English and in both digital and printed formats as applicable.

18. **Right to Modify, Withdraw, or Reject Tender:** The issuance of this Tender Document shall not, under any circumstances, be construed as an offer or as creating any obligation, contractual or otherwise, on the part of the Purchaser. The Purchaser reserves the absolute and unconditional right, at its sole discretion and at any stage of the procurement process, to modify, amend, suspend, or withdraw this tender, in whole or in part, without assigning any reason and without incurring any liability whatsoever.

The Purchaser further reserves the right to reject any or all bids, wholly or in part, without being obligated to provide any justification or reason for such rejection. The Purchaser is under no obligation to accept the lowest bid or any other bid received in response to this tender.

In addition, the Purchaser reserves the right to disqualify or exclude any Bidder from the tender process at any stage, should it be found that the Bidder has engaged in any fraudulent, unethical, or non-compliant practices, or if such action is deemed necessary to protect the interests of the Purchaser.

No claim, demand, or liability shall lie against the Purchaser or any of its officers, employees, or advisors for any decision taken pursuant to this clause, including any modification, withdrawal, rejection, or disqualification made in accordance with the terms herein.

19. **Project Site:** ETL Department C/o. International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)
20. **Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana), GST No. 06AABAN9435G2ZI

Additional Terms & Conditions (ATC)

Annexure B

Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD): INR 3,80,000/- (**Rupees Three Lakh Eighty Thousand Only**) can be submitted in form of **DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

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

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

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

Or

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

Additional Terms & Conditions (ATC)

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 3,80,000/- through NEFT/RTGS)

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

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

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

Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. 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 IV"** will be construed as non-compliant bid and should be rejected.
- The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.

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

- The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity or on submission of false documents/undertaking.

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

Annexure C Eligibility & Technical Evaluation Criteria

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

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

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. **Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and technical requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. A Statement of Compliance, in the format prescribed within the Technical Specifications, shall be submitted for each item listed. Each compliance statement must be substantiated with authentic, verifiable documentation (e.g., brochures, datasheets, certifications) issued by the Original Equipment Manufacturer (OEM) or other credible sources. Furthermore, each page of the bid, including any amendments, corrections, or insertions, must be duly signed and stamped by the authorized signatory of the Bidder, thereby certifying its accuracy and authenticity. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.

Additional Terms & Conditions (ATC)

3. **Legal Presence in India:** The Bidder must be a legal entity registered and operating in India. The Bidder shall have a valid legal presence in India as per applicable laws and must be authorized to conduct business in the country. Proof of such legal presence, including a valid Certificate of Incorporation/Registration, PAN, and GST registration, must be submitted along with the bid.

4. **The bidder should be either an OEM/OES/OPM or his authorized channel partner**

The bidder must be either:

- the Original Equipment Manufacturer (OEM),
- the Original Equipment Supplier (OES),
- an Original Parts Manufacturer (OPM),
- a subsidiary of the OEM/OES/OPM, or
- an authorized channel partner duly appointed by the OEM/OES/OPM.

In cases where the bidder is not the OEM, OES, OPM, or their subsidiary, the bidder shall be required to submit a valid authorization letter or certificate from the respective OEM/OES/OPM, clearly authorizing the bidder to participate in this tender and to carry out the specified scope of work. Failure to submit the required authorization or submission of invalid/expired documentation shall render the bid non-responsive and liable for disqualification.

5. **Experience Requirement:** The Bidder must have a minimum of three (3) years of demonstrable experience in executing projects of similar nature, *as defined under the 'Similar Nature of Work' clause of this tender*. The Bidder shall provide verifiable documentary evidence in the form of work orders, contracts, or completion certificates issued by clients, clearly indicating the nature, scope, and successful execution of the relevant work. Bids not supported by sufficient and credible documentation shall be considered non-compliant with this eligibility criterion and may be rejected at the sole discretion of the Purchaser.

6. **Past Performance - Specific Experience Requirement:** Within the last **three (3) years preceding the bid submission deadline**, the Bidder must have successfully executed at least **two (2) separate contracts** involving the *upgradation of Automation Systems for Engine Test Benches or Similar Nature of Work* for distinct clients.

Each such project must have been executed for any of the following entities in India:

- *Central Government Departments/Ministries, or*
- *State Government Departments, or*
- *Public Sector Undertakings (PSUs), or*
- *Autonomous Bodies, or*
- *Reputed Automotive OEMs or Manufacturers.*

The executed contract value for each of the two qualifying projects must not be less than **INR 75,00,000 (Indian Rupees Seventy-Five Lakhs Only)**, inclusive taxes and duties. The Bidder must submit relevant documentary evidence in support of this criterion, such as Purchase Orders/Contracts, along with corresponding Completion Certificates or Performance Reports issued by the respective clients, clearly indicating the scope of work, value, and successful execution.

7. **Financial Capability:** The bidders should have an average annual turnover of **INR 10 Cr.** in the last three consecutive financial years (**FY 2022-23, 2023-24, and 2024-25**). The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Additional Terms & Conditions (ATC)

Supporting documents must include one of the following:

- Attested certificate(s) from the concerned client/department, or
- Audited balance sheets duly certified by a Chartered Accountant, or
- Turnover certificate from a Chartered Accountant supported by audited balance sheets.
- Turnover certificate from a Chartered Accountant supported by audited balance sheets in format given in Form **"XVI-Format"** for annual turnover declaration.

The documents must include:

- Contact details of the Chartered Accountant/Statutory Auditor, and
- The UDIN (Unique Document Identification Number) on the certificate or audited financial statement.

8. **Undertaking Regarding Non-Blacklisting:** The Bidder must not have been blacklisted, debarred, or declared ineligible for participation in any public procurement by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), Autonomous Body, or any reputed private organization or institution in India, as on the date of submission of the bid. The Bidder shall submit a duly signed and stamped declaration to this effect as per the prescribed format enclosed in **"III-Format"** of the tender document. Failure to disclose such information or submission of a false declaration shall lead to immediate disqualification of the bid and may result in further action, including blacklisting, as deemed appropriate by the Purchaser.

Bidders to Comply with:

9. 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>). **(Format XVII)**
10. 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>). **(Format XVIII)**

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.

Additional Terms & Conditions (ATC)

Bid Rejection Criteria

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

1. **Non-Submission of Authorization Certificate:** Failure to submit a valid and duly signed Authorization Certificate from the Original Equipment Manufacturer (OEM), wherever applicable.
2. **Non-Compliance with Bid Security Requirements:**
 - Non-submission of the **Earnest Money Deposit (EMD)**, or
 - Non-submission of the Bid Security Declaration in the prescribed **Form-IV**, or
 - Non-submission of a valid **Udyam Registration Certificate for Micro & Small Enterprises (MSEs) or Startups** seeking exemption from EMD under the Public Procurement Policy. Enterprises claiming such exemption must submit a copy of valid **Udyam Aadhaar Memorandum (UAM) or Udyam Registration Certificate** with the Technical Bid to be eligible for consideration.
3. **Failure to Meet Financial Turnover Requirement:** Bidders must have an average annual turnover of not less than **INR 10 Crores** during the **last three (3) consecutive financial years (FY 2022-23, 2023-24, and 2024-25)**. Audited financial statements or a Certificate from a Chartered Accountant, clearly indicating the turnover for the specified years, must be submitted. Failure to provide such documentation shall result in rejection of the bid.
4. **Non-Submission of Statutory Registrations:** Bidders must submit valid copies of their Goods and Services Tax (GST) registration and Permanent Account Number (PAN). Failure to do so shall lead to disqualification.
5. **Conditional Bids or Deviations:** Any bid containing deviations, exceptions, conditions, or assumptions from the tender terms and conditions shall be treated as non-responsive and summarily rejected.
6. **Unsatisfactory Client References:** In the event that even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from NAB or its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid. → **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
7. **Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
8. **IP Address Duplication on GeM Portal:** The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.
9. **Non-Compliance with Minimum Eligibility Criteria:** Failure to meet or demonstrate conformance to the **“Pre-Qualification/Minimum Eligibility Criteria”** as specified in the tender document will result in outright rejection of the bid.

Additional Terms & Conditions (ATC)

10. Bids not submitted in accordance with the above format, or which include financial information in the Technical Bid, may be rejected outright.

Bid Evaluation Criteria

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.

Technical Bid Evaluation Parameters

- ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%) out of 100 Points**. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. **financial part**.
- Bidders shall strictly comply with all technical specifications as set forth in **Annexure "A"**. It is mandatory for bidders to secure a full score i.e., **60 Marks** in the evaluation of technical capability to qualify for further consideration.
- The Technical Bids shall be awarded points based on the following evaluation criteria:

Item	Detail Description	Parameter Weight
Technical Capability	Technical Specifications/Requirements offered against the requirements spelt out in this tender "Annexure A"	60
Service Support	Local Support (Delhi NCR) Within NCR - 5 Marks Outside NCR & within India- 3 Marks	5
Bidder's Past Experience	Experience of Similar Nature of Work Executed 2 Project (Minimum) - 5 Marks > 2 up to 5 Orders - 7 Marks More than 5 Orders - 10 Marks	10
	Experience (No. of years) 3 Years (Min.) - 5 Marks > 3 up to 5 Years- 7 Marks More than 5 Years- 10 Marks	10
Customer Feedback	Positive Feedback 2 Positive Feedback (Min). - 2 Marks >2 up to 4 Positive Feedback - 3 Marks More than 4 Positive Feedback - 5 Marks	5
Financial Capability	Financial Capability (Avg. of last 3 years - FY 2022-23, 23-24 & 24-25) Minimum 10 Cr. - 5 Marks >10 Cr. up to 30 Cr. - 7 Marks >30 Cr. - 10 Marks	10
Grand Total		100
Qualified (Yes/No)		

Additional Terms & Conditions (ATC)

For the purpose of evaluating eligibility, the term 'Similar Nature of Work' shall mean: Supply, installation, and/or upgradation of existing AVL Engine Test Beds, with or without associated test bench equipment, emission measurement systems, utility equipment, and accessories; or Supply and installation of AVL Automation Systems for Vehicle Test Benches (Chassis) or Electric Vehicle (EV) Test Benches, with or without test bench equipment, emission systems, utility equipment, and accessories; and Provision of related breakdown maintenance, technical support, or after-sales services. Such works must have been executed for any of the following entities in India.

- *Departments or Ministries under the Government of India or any State Government.*
- *Public Sector Undertakings (PSUs).*
- *Autonomous Bodies.*
- *Reputed Automotive OEMs or Manufacturers.*

The Bidder must submit documentary evidence such as Purchase Orders, Work Completion Certificates, or Performance Reports to substantiate compliance with this criterion.

In Case of any technical query, you are feeling free to contact:

Contact Person: Mr. Vaibhav Yadav – ETL Department

Contact No.: +91-8284828682 (Mobile)

Email ID: vaibhav.yadav@icat.in

Additional Terms & Conditions (ATC)

Annexure - D Instructions To Bidders

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a comprehensive quotation strictly in accordance with the detailed Scope of Work and Services outlined in "*Annexure-A*" of the *Additional Terms and Conditions (ATC) document*. The quotation must include both the technical and financial components as prescribed in the tender.
2. **Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and technical requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. A Statement of Compliance, in the format prescribed within the Technical Specifications, shall be submitted for each item listed. Each compliance statement must be substantiated with authentic, verifiable documentation (e.g., brochures, datasheets, certifications) issued by the Original Equipment Manufacturer (OEM) or other credible sources. Furthermore, each page of the bid, including any amendments, corrections, or insertions, must be duly signed and stamped by the authorized signatory of the Bidder, thereby certifying its accuracy and authenticity. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
3. **Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.
Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.
The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.
It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
4. **Site Visit Requirement:** Bidders are strongly advised to undertake a site visit to the Purchaser's facility in order to gain a comprehensive understanding of the existing Automation System, lab equipment, communication interfaces, and integration requirements necessary for the successful execution of the project. This visit is critical to ensure that the proposed solution is compatible with the current infrastructure and operational environment. The site visit must be scheduled and completed between *4th September' 2025 and 15th September' 2025*. Bidders shall submit a written request to the Purchaser no later than *two (2) days prior to their intended visit date to obtain necessary access and coordination*. All arrangements for the visit, including travel and associated expenses, shall be the sole responsibility of the Bidder. Failure to conduct the site visit within the specified timeframe shall not be accepted as grounds for any future claim, delay, or deviation from the scope of work. The Purchaser shall bear no

Additional Terms & Conditions (ATC)

responsibility for any misinterpretation or assumption made by the Bidder due to the lack of a site inspection.

5. **Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser. Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the **Pre-Bid Meeting**. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser. All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the Pre-Bid Meeting (MoM) on the Purchaser's official website (www.icat.in) and on the **GeM Portal**. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.

6. Pre-Bid Meeting Conditions

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

- **Date:** 19th September' 2025
- **Time:** 14:30 Hrs.
- **Venue:** ETL Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051, Haryana
- **Mode:** Physical Meeting or Virtual

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

6.2 Submission of Pre-Bid Queries

- Bidders are required to submit their queries, if any, in writing to vaibhav.yadav@icat.in, amit.sisodia@ica.tin, vikas.sharma@ica.tin & javed.rahi@icat.in by 16th September' 2025 up to 1700 Hrs.
- Queries should be submitted in the following format (**Format XII**):

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

6.3 Clarifications and Amendments

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

6.4 No Individual Communication

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

Additional Terms & Conditions (ATC)

6.5 Non-Mandatory Attendance

- Attendance at the pre-bid meeting is not mandatory for bid submission. However, it is strongly recommended to attend for a complete understanding of the requirements.

6.6 Binding Clarifications Only Through Corrigendum

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

6.7 No Suggestions or Deviations Post Submission Deadline

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

7. Earnest Money Deposit (EMD)

7.1 EMD Amount: Bidders are required to submit an *Earnest Money Deposit (EMD) of INR 3,80,000/- (Indian Rupees Three Lakh Eighty Thousand Only)* along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

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

- Valid supporting documents such as Udyam Registration Certificate (for MSEs) or Startup Recognition Certificate issued by DPIIT.
- A duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **"Form-IV"** provided in the Additional Terms and Conditions (ATC) document.

7.3 Bid Rejection in Absence of EMD/Declaration

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

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

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

Additional Terms & Conditions (ATC)

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

8. Submission of Bids

Bidders are required to submit their bids in **two separate parts** as detailed below:

- **Part I - Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical specifications and eligibility criteria as outlined in the **tender document and Annexure "A"**. No pricing information should be included in this part.
- **Part II - Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.

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

9. Evaluation Process

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

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

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

Additional Terms & Conditions (ATC)

Annexure E Tender Terms & Conditions

1. **Scope of Work: Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre – 1, Manesar (Haryana) (As per detailed scope of work defined in Annexure – A).**
2. **Product Lifecycle Assurance and Post-Supply Support Commitment:** The Bidder shall ensure comprehensive service and technical support for all equipment supplied for a *minimum period of five (5) years from the date of final acceptance. The products offered must not be classified as 'end-of-life' or 'end-of-sale' as of the date of final acceptance.* If the manufacturer discontinues or withdraws support for any quoted product prior to delivery, the Supplier shall, at no additional cost to the Purchaser, provide a replacement product of equal or superior quality, specifications, and functionality. Such replacement shall be subject to the Purchaser's approval and shall ensure continuity of operations without any disruption to project requirements.
3. **Delivery, Installation, and Commissioning Timeline:** The Supplier shall be responsible for the complete delivery, installation, and commissioning of all items in accordance with the specifications and scope defined in this tender. This includes the submission of all requisite warranty documents and associated deliverables. The entire process comprising delivery, installation, commissioning, and handover of warranty documentation must be completed within *three hundred sixty (360) calendar days* from the date of award of the GeM Contract. Timely execution of all activities within the stipulated period is of the essence. Any delay beyond the specified timeline shall attract penalties and other contractual remedies as prescribed in the tender terms and conditions.
4. **Liquidity Damages (LD Condition):** Time is of the essence in the execution of this contract. In the event of delay in delivery, installation, or commissioning beyond the stipulated period of *three hundred sixty (360) calendar days* from the date of award of the GeM Contract, and where such delay is not attributable to the Purchaser, the Supplier shall be liable to pay Liquidated Damages (LD) to the Purchaser. The LD shall be levied at the rate of *0.5% (half percent)* of the total contract value for each week or part thereof delay, subject to a maximum ceiling of *10% (ten percent)* of the total contract value. The imposition of LD shall not limit or restrict the Purchaser's right to terminate the contract or pursue any other remedies available under law or contract.
5. **Warranty Terms and Conditions:** The Supplier shall provide a comprehensive warranty for all equipment, components, and software supplied under this contract for a period of *twelve (12) months* from the date of final acceptance by the Purchaser. During the warranty period, the Supplier shall, at no additional cost to the Purchaser, promptly repair or replace any part of the equipment or system that is found to be defective in material, workmanship, or performance under normal operating conditions. This includes, but is not limited to, the cost of labour, transportation, travel, accommodation, tools, and replacement parts.
The warranty shall cover all supplied hardware, software, firmware, integrated systems, and associated components, and shall ensure their uninterrupted and optimal performance in accordance with the technical requirements and specifications outlined in the contract.
Any repair or replacement of components during the warranty period shall carry a fresh warranty of twelve (12) months from the date of such repair or replacement or until the expiry of the original warranty period, whichever is later.

Additional Terms & Conditions (ATC)

The Supplier shall respond to warranty claims within 48 hours of notification by the Purchaser and shall rectify the issue within a reasonable period as mutually agreed, failing which the Purchaser reserves the right to undertake rectification through a third party at the risk and cost of the Supplier, without prejudice to any other rights available under the contract.

The warranty obligations of the Supplier shall survive the expiration or termination of the contract to the extent that such obligations arose during the warranty period.

Any exclusion or limitation of warranty not expressly stated in this contract shall be deemed invalid. The Supplier shall ensure that warranty terms and obligations are similarly extended by any subcontractors or original equipment manufacturers involved in the supply.

6. **Performance Security:** Within fifteen (15) calendar days from the date of award of the Contract on the GeM Portal, the Supplier shall furnish a Performance Security in the form of either a *Performance Bank Guarantee (PBG)* or a *Fixed Deposit Receipt (FDR)* amounting to five percent (5%) of the total Contract value. Performance Security shall be submitted in favour of the Purchaser *"International Centre For Automotive Technology"* and must remain valid for a period extending up to the completion of the warranty period, i.e., *twelve (12) months from the date of final acceptance of the supplied goods and services, plus an additional claim period of sixty (60) days thereafter.*

In the case of a Performance Bank Guarantee, it shall be issued by a branch located in Delhi/NCR of any Scheduled Commercial Bank operating in India and shall be strictly in the format prescribed by the Purchaser.

The Performance Security shall be liable for forfeiture, either in full or in part, in the event of the Supplier's failure to fulfill its contractual obligations, including but not limited to delays in delivery, defective performance, or breach of warranty terms.

Failure to submit the required Performance Security within the stipulated period shall constitute a material breach of contract, entitling the Purchaser (i.e., ICAT) to take any action deemed appropriate, including but not limited to cancellation of the contract, encashment of the Earnest Money Deposit (EMD), and initiation of penal or legal proceedings, in accordance with the terms and conditions of the tender and applicable laws. *In addition, ICAT reserves the right to withhold an amount equivalent to five percent (5%) of the total order value from the Supplier's invoice(s) in lieu of the non-submission of the Performance Security. The retained amount shall be released to the Supplier only upon the successful completion of all warranty obligations as stipulated in the contract.*

Whether submitted as a Performance Security or retained as retention money, the amount shall be held by ICAT interest-free and shall be released to the Supplier only upon the successful completion of all warranty obligations as defined under the contract. No interest shall be payable on the Performance Security or retained amount under any circumstances.

7. **Payment Terms:** The payment to the Supplier shall be made by the Purchaser in the following manner, subject to compliance with all contractual terms, submission of requisite documentation, and acceptance at each stage
- **Sixty percent (60%)** of the total contract value shall be released upon receipt of the materials at the Purchaser's designated site, subject to verification of quantity and quality, submission of relevant dispatch documents (including invoice, packing list, delivery challan, and material inspection report), and acknowledgment of receipt by the Purchaser.
 - **Twenty percent (20%)** of the total contract value shall be released after successful installation, testing, and commissioning of all equipment and systems supplied under the contract, and upon submission of

Additional Terms & Conditions (ATC)

installation and commissioning certificates duly signed by the authorized representative(s) of the Purchaser.

- **The balance of twenty percent (20%)** of the total contract value shall be released after final acceptance of the complete system, including satisfactory performance during the initial period of operation and submission of all final documentation, such as warranty certificates, operation manuals, and as-built drawings (if applicable).

All payments shall be made through electronic transfer (NEFT/RTGS) within **30 days** from the date of submission of complete and correct invoices and supporting documents, subject to applicable statutory deductions. The Purchaser reserves the right to withhold payment in the event of any contractual non-compliance, defect, or deficiency in performance until such issues are rectified to the satisfaction of the Purchaser.

8. **Project Site:** ETL Department C/o. International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)
9. **Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana), GST No. 06AABAN9435G2ZI
10. **Offer Validity:** The Bidder shall ensure that its offer remains valid and binding for a minimum period of **One Hundred Eighty (180) calendar days** from the date of submission of the Technical Bid. Any bid submitted with a validity period shorter than that specified herein is liable to be summarily rejected. The Purchaser reserves the right to request an extension of the bid validity period, if deemed necessary, under the same terms and conditions. Bidders shall have the option to accept or reject such a request; however, bids of those who decline to extend the validity period when so requested may not be considered for further evaluation.
11. **Right to Modify Tender Conditions:** Purchaser reserves the right, at its sole discretion, to modify, amend, or supplement any of the terms, conditions, specifications, or evaluation criteria set forth in this tender document, in accordance with project requirements or priorities. Such modifications, if any, shall be communicated in the form of an addendum or corrigendum and shall be binding on all bidders.
12. **Price Quotation and Currency**
 - Prices shall be quoted in Indian Rupees (INR) and expressed in figures only, exclusive of any overwriting or ambiguity.
 - In the event of any discrepancy between the unit price and the total price derived by multiplying the unit price by the quantity, the unit price shall prevail, and the total price shall be corrected accordingly by the Tendering Authority.
 - All quoted prices shall be firm and inclusive of all applicable taxes, duties, levies, and charges unless otherwise stated. No escalation of prices shall be permitted during the validity period of the bid or the execution of the contract.
13. **Assignment and Subcontracting:** The Supplier shall not assign, transfer, sublet, subcontract, or otherwise dispose of the Contract or any part thereof, nor any interest, right, benefit, or obligation arising under this Contract, without the prior written consent of the Procuring Entity. Any such assignment, transfer, or subcontract made without the express written consent of the Procuring Entity shall be deemed a material

Additional Terms & Conditions (ATC)

breach of contract, entitling the Procuring Entity to exercise any and all remedies available under this Contract and applicable law, including termination for default.

Where subcontracting is permitted by the Procuring Entity, it shall be limited strictly to the procurement of standard bought-out items, ancillary works, or incidental services that do not constitute core obligations of the Supplier under this Contract. The Supplier shall remain fully responsible for the performance of all contractual obligations, whether performed directly or through an approved subcontractor.

The Supplier shall provide prior written notification to the Procuring Entity of all subcontracts awarded under this Contract, where such subcontracts were not disclosed in the original bid. Such notification shall include details of the scope of subcontracted work, the identity of the subcontractor, and the duration of the subcontract.

Approval by the Procuring Entity of any subcontractor or subcontracting arrangement shall not relieve the Supplier of its obligations under the Contract, nor shall it create any contractual relationship between the Procuring Entity and any subcontractor. The Supplier shall ensure that all subcontractors comply fully with the terms and conditions of this Contract and shall not use subcontracting as a means to evade responsibility or reduce contractual obligations.

14. **Material Safety and Storage Conditions:** The Supplier shall be solely responsible for ensuring the safety, proper handling, and secure storage of all materials, equipment, and components supplied under this Contract until the point of final acceptance by the Purchaser. All materials must be packed, transported, and stored in accordance with applicable industry standards, manufacturer guidelines, and statutory safety regulations to prevent any damage, deterioration, contamination, or loss.

The Supplier shall take all necessary precautions during transit and storage to preserve the quality, integrity, and performance of the materials, including but not limited to the use of protective packaging, climate control (where required), handling equipment, and security measures.

In the event that any material is damaged, lost, or rendered unusable due to improper handling, inadequate storage, or negligence on the part of the Supplier or its agents, such materials shall be replaced or restored by the Supplier at no additional cost to the Purchaser, without affecting the delivery schedule.

If storage space at the Purchaser's site is required prior to installation, the Supplier shall seek prior written approval and shall comply with all site-specific safety and access protocols. Storage at the Purchaser's premises, if permitted, shall be at the Supplier's risk and shall not constitute acceptance of the goods by the Purchaser.

All hazardous materials, if any, shall be clearly identified, labeled, and accompanied by relevant Material Safety Data Sheets (MSDS) and safety instructions in accordance with applicable laws and best practices.

15. **Force Majeure:** Neither party shall be held liable for any failure or delay in the performance of its obligations under this Contract to the extent such failure or delay is caused by an event of Force Majeure. For the purpose of this Contract, 'Force Majeure' means any unforeseeable, extraordinary event or circumstance beyond the reasonable control of the affected party, which could not have been avoided or overcome by the exercise of due diligence and includes, but is not limited to, acts of God, natural disasters (such as floods, earthquakes, storms), war, hostilities, terrorism, riots, civil commotion, strikes or labour disputes (excluding those involving the Supplier's workforce), pandemics, epidemics, government actions, embargoes, or restrictions imposed by any governmental authority.

The party affected by a Force Majeure event shall promptly notify the other party in writing *within seven (7) calendar days* of the occurrence of such event, providing sufficient details and evidence thereof. The affected party shall use all reasonable efforts to mitigate the effect of the Force Majeure event and resume performance of its obligations as soon as reasonably practicable.

Additional Terms & Conditions (ATC)

If the duration of the *Force Majeure event exceeds ninety (90) consecutive calendar days*, either party shall have the right to terminate the Contract by giving written notice to the other party, without any liability, except for payment due for goods or services already delivered and accepted.

The occurrence of a Force Majeure event shall not relieve the Supplier of its obligation to fulfil the Contract, but any delay or failure caused thereby may be excused to the extent such delay or failure arises from such event, subject to the terms herein.

The decision to waive off any Liquidated Damages or penalties arising from delays caused by Force Majeure shall be at the sole discretion of the Purchaser.

16. **Manpower Insurance and Liability:** The Supplier shall ensure that all personnel, including employees, agents, subcontractors, or any other individuals deployed for the execution of this Contract, are adequately insured against all risks, including but not limited to accidents, injury, disability, or death, as per applicable statutory and regulatory requirements.

The Supplier shall maintain valid insurance policies throughout the duration of the project and shall furnish evidence of such insurance coverage to the Purchaser upon request.

The Purchaser shall bear no responsibility or liability whatsoever for any accident, injury, illness, disability, death, or any other mishap occurring to the Supplier's personnel during the course of their engagement on this project. The Supplier agrees to indemnify, defend, and hold the Purchaser harmless from and against any and all claims, demands, liabilities, damages, fines, penalties, costs, and expenses arising out of or in connection with any such incidents.

It is expressly understood that the Supplier shall be solely responsible for complying with all applicable laws, rules, and regulations relating to the employment, safety, welfare, and insurance of its manpower.

17. **Delivery and Insurance Instructions:** The Supplier shall be solely responsible for the safe and timely delivery of all goods, equipment, and materials covered under this Contract to the designated delivery location specified by the Purchaser. Delivery shall be made strictly in accordance with the delivery schedule and milestones stipulated in the Contract.

All items must be securely packed, handled, and transported in a manner that ensures protection against damage, corrosion, pilferage, or deterioration during transit and storage. The Supplier shall be liable for any damage or loss occurring before the formal receipt and acceptance of goods by the Purchaser.

The Supplier shall, at its own cost, arrange comprehensive transit insurance covering the full value of the goods against all risks from the point of dispatch to the point of final delivery at the Purchaser's site. The insurance policy shall be issued by a reputed insurer and shall remain valid until the goods are successfully delivered, inspected, and acknowledged by the Purchaser.

The offloading/unloading of all materials at the project site shall be the sole responsibility of the Supplier and shall be carried out in a safe, careful, and timely manner, using appropriate equipment and manpower. The Purchaser shall not provide any assistance or bear any cost associated with the offloading of materials at site.

Any shortage, damage, loss, or deterioration noticed at the time of delivery shall be promptly rectified or replaced by the Supplier at no additional cost to the Purchaser, without affecting the delivery schedule.

The risk and responsibility for the goods shall remain with the Supplier until the materials are delivered to, offloaded at, inspected, and formally accepted in writing by the Purchaser.

18. **Right to Modify, Withdraw, or Reject Tender:** The issuance of this Tender Document shall not, under any circumstances, be construed as an offer or as creating any obligation, contractual or otherwise, on the part of the Purchaser. The Purchaser reserves the absolute and unconditional right, at its sole discretion and at

Additional Terms & Conditions (ATC)

any stage of the procurement process, to modify, amend, suspend, or withdraw this tender, in whole or in part, without assigning any reason and without incurring any liability whatsoever.

The Purchaser further reserves the right to reject any or all bids, wholly or in part, without being obligated to provide any justification or reason for such rejection. The Purchaser is under no obligation to accept the lowest bid or any other bid received in response to this tender.

In addition, the Purchaser reserves the right to disqualify or exclude any Bidder from the tender process at any stage, should it be found that the Bidder has engaged in any fraudulent, unethical, or non-compliant practices, or if such action is deemed necessary to protect the interests of the Purchaser.

No claim, demand, or liability shall lie against the Purchaser or any of its officers, employees, or advisors for any decision taken pursuant to this clause, including any modification, withdrawal, rejection, or disqualification made in accordance with the terms herein.

19. Submission of Modifications or Improvements to the Conditions of Contract

19.1 Permissibility of Proposed Deviations or Improvements: Bidders are permitted to propose modifications or improvements to the Conditions of Contract, provided that such proposals are clearly justified, directly relevant to the scope and objectives of the tender and demonstrably serve the best interests of the International Centre for Automotive Technology (ICAT). Any such proposals must be articulated in precise, unambiguous language and must not alter the fundamental nature of the services or deliverables contemplated under this tender.

19.2 Manner and Format of Submission: All proposed deviations, modifications, or improvements must be submitted strictly in the prescribed format titled *"Form XII: Deviations or Modifications Suggested"* and shall be uploaded via the Government e-Marketplace (GeM) portal or submitted to the designated email address(es) as specified in the tender documents. Submissions must be received no later than **16th September' 2025 by 1700 Hrs.** Any submissions received after this deadline shall be **summarily disregarded** and shall not be entertained under any circumstances.

19.3 Declaration of No Deviation: Bidders who do not intend to suggest any deviations or improvements shall submit an explicit declaration to this effect by indicating *"No Deviation Suggested" in Form XI*. Failure to submit either *"Form XI" or "Form XII"* within the stipulated timeframe shall be construed as the Bidder's unconditional, irrevocable, and unqualified acceptance of all terms, conditions, and stipulations contained in the Tender Document, without any exception or reservation whatsoever.

19.4 Finality and Binding Nature of Submissions: No deviations, modifications, or conditional proposals shall be accepted or entertained after the expiry of the above-mentioned deadline or at any stage following the submission of the bid. Any bid containing late submissions, conditional terms, or non-compliant modifications shall be liable for outright rejection without any further clarification, communication, or recourse.

19.5 Discretion of ICAT: ICAT reserves the sole, absolute, and unfettered right to accept or reject, in whole or in part, any proposed modifications or improvements submitted by bidders. Acceptance of any such proposals, if any, shall be communicated solely through a corrigendum issued to the tender document. ICAT may, at its discretion, revise the bid submission deadline to enable prospective bidders to respond appropriately to such corrigendum. The decision of ICAT in this regard shall be final, conclusive, and binding on all parties.

20. Pre-Delivery Inspection (PDI)

20.1 Purpose and Scope: Prior to delivery, the Supplier shall organize a Pre-Delivery Inspection (PDI) of the equipment at the Supplier's premises or at any other location mutually agreed upon by the Parties. The

Additional Terms & Conditions (ATC)

objective of the PDI shall be to verify compliance with the technical specifications, quality standards, and other contractual obligations as set forth in this Tender Document and the ensuing Contract.

- 20.2 **Notification and Participation:** The Supplier shall provide the Purchaser with a written notice of at least thirty (30) calendar days prior to the scheduled PDI, to enable the Purchaser or its authorized representative(s) to attend and participate in the inspection. During the PDI, the Purchaser shall have the right to inspect, test, and verify the performance and conformity of the equipment and all related components. Any defects, non-conformities, or deficiencies identified during the PDI shall be rectified by the Supplier at no additional cost to the Purchaser prior to shipment. The equipment shall only be deemed ready for dispatch upon successful completion of the PDI and formal written approval from the Purchaser.
- 20.3 **Right to Postpone or Waive Attendance:** The Purchaser reserves the right to either not attend the PDI or Request a one-time postponement of the PDI by a maximum of fifteen (15) calendar days from the originally scheduled date, to facilitate attendance by its representative(s). In such cases, the Purchaser shall notify the Supplier in writing, no later than fifteen (15) calendar days prior to the originally scheduled PDI date. No liquidated damages or penalties shall be imposed on either Party because of such postponement.
- 20.4 In the event the Purchaser either formally communicates its decision not to attend the Pre-Delivery Inspection (PDI) or fails to attend the PDI on the rescheduled date, the Supplier shall be entitled to proceed with the PDI in the absence of the Purchaser's representatives. In such cases, the Certificate of Conformity and the Acceptance Test Report, duly signed by the Supplier's authorized Quality Assurance (QA) representative, shall be deemed to have the same legal force and effect as if jointly signed by both Parties.
- 20.5 **Cost of Participation:** All expenses associated with the participation of the Purchaser's representative(s) in the PDI, including travel, accommodation, meals, and daily allowances, shall be borne solely by the Purchaser.
21. **Training Requirement:** As part of the scope of work, the supplier shall be responsible for providing comprehensive training to the relevant personnel of the purchaser, including both the Technical and Maintenance teams, during the acceptance and commissioning phase of the equipment. The training shall be conducted at the purchaser facility or at any other mutually agreed location.
- The training shall include, but not be limited to:**
- **Operational Training:** The supplier should also train the Operational Team on the execution of actual jobs using the upgraded testing facilities, covering all relevant functionalities and safety protocols.
 - **Maintenance Training:** The Maintenance Team shall be trained on routine and preventive maintenance procedures, troubleshooting, and general upkeep of the equipment.
- The supplier shall ensure that training materials, manuals, or necessary documentation are provided to purchaser in English and in both digital and printed formats as applicable.
22. **Confidentiality:** All documents, drawings, samples, data, correspondence, and any other information furnished by or on behalf of the Procuring Entity ("Confidential Information") to the Contractor in connection with the Contract, whether provided before, during, or after the completion or termination of the Contract, shall be deemed confidential and remain the exclusive property of the Procuring Entity. The Contractor shall not, without the prior written consent of the Procuring Entity, disclose such Confidential Information to any third party or use it for any purpose other than for the design, procurement, execution,

Additional Terms & Conditions (ATC)

or fulfillment of obligations under this Contract. Upon the Procuring Entity's written request, the Contractor shall promptly return all original and copies of such Confidential Information in its possession upon completion of its obligations under the Contract. This obligation of confidentiality shall survive the termination or expiration of the Contract.

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

24. Unsatisfactory Performance: The Bidder hereby acknowledges and agrees that the Purchaser shall have the sole and absolute discretion to evaluate and determine the performance and acceptability of all goods, services, and components supplied under the Contract. In the event that, at any time during the pre-commissioning or post-commissioning phases, any goods, services, or components are found by the Purchaser to be defective, non-compliant, or otherwise unsatisfactory, the Purchaser reserves the right to reject such goods, services, or components, in whole or in part, without thereby incurring any liability whatsoever to the Bidder.

The Bidder shall, at its own cost and expense, promptly undertake all necessary remedial or corrective actions as directed by the Purchaser within the timeframe stipulated by the Purchaser to rectify the identified deficiencies. The determination of the Purchaser in this regard shall be final, conclusive, and binding on the Bidder.

25. Termination of Contract: In the event of unsatisfactory performance by the Supplier, Purchaser will issue a written notice specifying the observed deficiencies. The Supplier shall be required to take corrective action within *Fourteen (14) calendar days* from the date of issuance of such notice. Should the Supplier fail to satisfactorily address the deficiencies within this period, Purchaser shall issue a second and final warning. If, following the second warning, the Supplier's performance continues to be deemed unsatisfactory by ICAT, the Purchaser reserves the unconditional right to terminate the Contract by providing the Supplier with *One (1) month's written notice*, without the obligation to assign any further reasons or justifications.

Upon termination:

- Purchaser reserves the right to forfeit any amounts payable to the Supplier, in whole or in part, at its sole discretion, based on its assessment of the Supplier's performance and obligations.
- The Supplier shall remove all equipment, personnel, materials, and any other resources belonging to the Supplier from the Purchaser's premises within **thirty (30) calendar days** from the date of receipt of the termination notice.
- The Supplier shall provide purchaser with a complete and verified backup of all project-related data and documentation in a format prescribed by purchaser.
- No claims, demands, or requests for compensation or damages by the Supplier shall be entertained by Purchaser post-termination of the Contract.

The determination of purchaser regarding the Supplier's performance and the decision to terminate the Contract shall be final, conclusive, and binding on the Supplier.

26. Dispute Resolution: Any dispute, controversy, or difference arising out of or in connection with this tender or subsequent contract shall first be attempted to be resolved amicably between the parties through mutual negotiations.

If such efforts fail and the dispute remains unresolved for a period exceeding Thirty (30) Calendar Days, the matter shall be referred to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended), by a sole arbitrator appointed by the Director of ICAT.

Additional Terms & Conditions (ATC)

- The venue of arbitration shall be Gurugram, Haryana.
- The language of arbitration shall be English.
- The award of the arbitrator shall be final and binding on both parties.

In case the dispute is not resolved through arbitration, the matter shall be subject to the exclusive jurisdiction of the competent courts in Gurugram, Haryana.

27. Fraud and Corruption: The Bidders, Suppliers, and Contractors shall adhere to the highest standards of ethical conduct during the bidding process and throughout the execution of the contract. For the purposes of this clause, the following acts shall be considered corrupt and/or fraudulent practices

- **Corrupt Practice:** Offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of an official involved in the procurement process or contract execution.
- **Fraudulent Practice:** Intentional misrepresentation or omission of facts to influence the execution of the contract.
- **Collusive Practice:** Any arrangement or understanding between two or more bidders, with or without the knowledge of the Procuring Entity, aimed at establishing bid prices at artificial or non-competitive levels.
- **Coercive Practice:** Threatening or causing harm, directly or indirectly, to persons or their property to influence their participation in the procurement process or contract execution.

If, during bid evaluation or contract performance, it is determined that a Bidder or its agent has engaged in corrupt, fraudulent, collusive, or coercive practices, Purchaser reserves the right to:

- **Reject the bid or terminate the contract; and**
- **Declare the Bidder ineligible to participate in any future tenders for a specified period or indefinitely.**

Bidders are hereby informed that the Government e-Marketplace (GeM) or CPPP (E-Procurement) platform records and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from IP addresses identical to or shared with other bidders/sellers shall be deemed invalid and disqualified from further evaluation.

28. Collusive Bidding, Bid Rigging, and Cartelization: The Bidder acknowledges and agrees that any form of collusive bidding, bid rigging, cartelization, or other anti-competitive conduct designed to manipulate the bidding process or prices is strictly prohibited.

Upon detection or reasonable suspicion of such conduct, the Tendering Authority reserves the right to:

- Reject the bid(s) involved.
- Debar the concerned bidder(s) from participating in future tenders.
- Initiate appropriate legal or regulatory actions, including reporting to relevant authorities.

All bidders shall submit their bids independently and shall not enter into any agreements, arrangements, or understandings that restrict competition.

29. MSME Exemption Applicability: In accordance with the provisions of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 (commonly referred to as MSME Act, 2012) and subsequent notifications or Office Memoranda issued by the Ministry of Micro, Small and Medium Enterprises or other competent authorities, bidders classified as Micro or Small Enterprises shall be exempted from fulfilling the "Bidder Turnover" and "Experience" criteria, subject to the condition that the bidder meets all applicable quality and technical specifications specified in the tender.

Additional Terms & Conditions (ATC)

Bidders claiming exemption under these provisions must upload all requisite and valid supporting documentation establishing their eligibility for exemption. Such documents shall be subject to verification and evaluation by the Procuring Entity prior to qualification.

30. **Purchase Preference to Micro and Small Enterprises (MSEs):** Purchase preference shall be provided to Micro and Small Enterprises (MSEs) as defined under the Public Procurement Policy for MSE's, Order dated 23.03.2012 issued by the Ministry of Micro, Small and Medium Enterprises, along with subsequent notifications.
- To avail purchase preference, the bidder must be a manufacturer of the offered goods. Traders are excluded from this benefit.
 - In case of services, the bidder must be the service provider of the offered service.
 - Relevant documentary evidence confirming such status must be uploaded along with the bid.
 - If the L1 bidder is not an MSE and an MSE bidder quotes within L1 + 15% (or as specified by the buyer) margin of purchase preference, the MSE bidder shall be given an opportunity to match the L1 price.
 - Upon matching, the contract shall be awarded to the MSE bidder for 25% (or as specified by the buyer) of the total quantity.
31. **Preference to Make in India Products (For Bids Below INR 200 Crore):** Preference shall be accorded to Class 1 local suppliers, as defined under the Public Procurement (Preference to Make in India), Order 2017, as amended and subsequent notifications issued by the concerned Nodal Ministry.
- The minimum local content requirement to qualify as a Class 1 local supplier is specified in the bid document.
 - To avail the purchase preference, the bidder must upload a certificate from the OEM specifying the percentage of local content and the locations of local value addition. Failure to do so shall result in denial of purchase preference.
 - For bids exceeding INR 10 Crore, the declaration on the percentage of local content must be certified by the statutory auditor or cost auditor (if the OEM is a company), or by a practicing cost accountant or chartered accountant (for OEMs other than companies), as per the Public Procurement (Preference to Make in India) Order dated 04.06.2020.
 - Only Class 1 and Class 2 local suppliers as per the MII Order dated 04.06.2020 are eligible to bid. Non-local suppliers are ineligible, except for eligible micro and small enterprises.
 - In case purchase preference to Micro and Small Enterprises (MSEs) is selected by the buyer, that preference shall take precedence over this clause.

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, Gurugram - 122 051 (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 **5% (five percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

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

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

Additional Terms & Conditions (ATC)

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

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)

Annexure "IV"

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

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

Reference: Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana), "Tender No. ICAT/GeM/ETL/UETCAS/2025-26/124".

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

Additional Terms & Conditions (ATC)

Form "V"

Earnest Money Deposit

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

Date: _____

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

Re: Tender No._____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)

**Form “VI”
Declaration In Respect of Conflict of Interest**

Tender No. ICAT/GeM/ETL/UETCAS/2025-26/124

Tender Detail: Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7)
at ICAT Centre – 1, Manesar (Haryana)

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

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

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

Additional Terms & Conditions (ATC)

Office Land-Line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

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

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

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

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

- a) *they have proprietor/ partner(s)/ Director(s) in common; or*
- b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*

Additional Terms & Conditions (ATC)

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

**Form "VII"
OEM Authorization Certificate**

Date:

Reference: ICAT/GeM/ETL/UETCAS/2025-26/124

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

Unit - National Automotive Board (NAB), Ministry of Heavy Industries (Govt. of India)

Plot No. 26, Sector 3, IMT Manesar, Gurugram - 122051, Haryana, India.

Subject: OEM Authorization Certificate for Participation in Tender for **Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana).**

Dear Sir/Madam,

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

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

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

We confirm that:

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

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

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

Yours sincerely,

Additional Terms & Conditions (ATC)

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

Authorized Signatory: _____

Name: [Full Name]

Designation: [Official Title]

Seal & Signature:

Date: [Insert Date]

Place: [Insert Place]

Additional Terms & Conditions (ATC)

Form "VIII"

Declaration and Undertaking from Original Equipment Manufacturer (OEM)
(To be submitted Original on the OEM Letter Head)

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer against Tender No. **ICAT/GeM/ETL/UETCAS/2025-26/124** for **"Upgradation of AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana)"**.

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

We hereby confirm the following points.

1. Parts supplied by us are certified and compatible with the solution offered.
2. Parts supplied and available are not declared as End-Of-Life/ EOS for next **5 Years** from the date of acceptance. After installation, if such parts are found End-Of-Life, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the **"International Centre For Automotive Technology (ICAT)"** during the warranty period i.e., 1 Year (12 Months).

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

For M/s _____ (Name of the manufacturer)

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"

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

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "X"
Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. **ICAT/GeM/ETL/UETCAS/2025-26/124** as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

Form "XI"

No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "XII"

Deviations or Modification Suggested

(To be submitted Original on Bidder Letter Head)

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

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

Note: Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Annexure "A"** or any conditions expressed in **Annexure "E"**

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

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 supply and installation, without obtaining prior written consent from the buyer. We understand that failure to seek approval for subcontracting may result in disqualification from the bidding process.

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XIV"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

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

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

Additional Terms & Conditions (ATC)

Form "XV"

Declaration by the Bidder for Code of Integrity & Conflict of Interest
(On the Letter Head of the Bidder)

Date _____

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

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para of your Tender document and have no conflict of interest as mentioned under Para of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

(a)

(b)

(c)

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Additional Terms & Conditions (ATC)

Form "XVI"

Format for Annual Turnover

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

Ref: ICAT/GeM/ETL/UETCAS/2025-26/124

Annual Turnover Declaration

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

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

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

1. The details submitted by the Bidder in **"Form II"** must be corrected and submitted by the bidder with UDIN. **"Form XVII"** submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2023-23, 2023-24 & 2024-25) shall be min. **INR 10 Cr.**
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**

Additional Terms & Conditions (ATC)

Form "XVII"

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

(To be submitted on Applicant's Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in ICAT tender *ATC Document No. ICAT/GeM/ETL/UETCAS/2025-26/124*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

Additional Terms & Conditions (ATC)

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

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

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

Ref: NIT/GeM Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing offered/quoted against
aforementioned tender by M/s....., the same is in compliance with
Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 4th June' 2020** and the bidder
shall strictly abide by all provisions of the subject notification.

SI. No.	Description of Goods/Services	Percentage of Local Content
1		

Thanking You,

Yours Faithfully,

Authorised Signatory

Date.....

Place.....

Additional Terms & Conditions (ATC)

Form "XIX"

Price Reasonability Declaration Letter
(On Bidder Letter Head)

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

Subject: Price Declaration for AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana).

Reference: ICAT/GeM/ETL/UETCAS/2025-26/124

Dear Sir/Madam,

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

1. That the prices/rates quoted by us in response to the above-mentioned tender for the **AVL Make existing Engine Test Bed with PUMA Automation System (ETL 7) at ICAT Centre - 1, Manesar (Haryana)** are **exclusive to the International Centre for Automotive Technology (ICAT)**.
2. That the prices offered are **not higher than those charged** to any other Government Department, Public Sector Undertaking (PSU), Autonomous Body, or reputed private automotive testing agency for similar goods or services, in the **recent past**.
3. That we have extended the **maximum applicable discount** to ICAT and hereby confirm that the price quoted to ICAT is the **lowest** offered by us to any of the institutions or organizations as mentioned above for comparable goods/services.
4. That in the event it is discovered at any stage during the currency of the contract that we have supplied the same or substantially similar goods/services to any other Government/PSU/Autonomous Body/Private Automotive Testing Agency at a **lower price**, we agree and undertake that ICAT shall, at its sole discretion, be entitled to exercise any one or more of the following remedies, without prejudice to its other legal rights or remedies:
 - Demand and recover the differential amount from us by way of refund or adjustment.
 - Cancel the purchase order in full or in part, without any liability on the part of ICAT.
 - Debar/blacklist us from participation in future tenders or procurement processes of ICAT.
 - Initiate appropriate legal proceedings under applicable laws for misrepresentation or breach of declaration.

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

Thanking you,
Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____