



(<https://gem.gov.in/>)

[PRODUCTS](#) [SERVICES](#) [CONTENT](#)

Enter Keywords?



HOME ([HTTPS://MKP.GEM.GOV.IN/DASHBOARD](https://mkp.gem.gov.in/dashboard)) / BID FINALIZATION

BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

EVALUATION

BID AWARDED

1. Bid Details

Your corrigendum has been published successfully. (<https://bidplus.gem.gov.in/buyer-bid-finalization/8189827>)



Bid Number: **GEM/2025/B/6541726** (/showbidDocument/8189827)

Bid Status: Active

Quantity: 1

Bid Validity (From End Date): 180
(Days)

Competent Authority Document:
View

Bid Start Date / Time: 06-08-2025
14:34:20

Bid End Date / Time: 17-09-2025
15:00:00

Bid Opening Date / Time: 17-09-
2025 15:30:00

**Consignees / Reporting Officer /
Delivery Location(S)**

EMD: Required Track EMD
([Https://Bidplus.Gem.Gov.In/Bidding/Track/Trac](https://Bidplus.Gem.Gov.In/Bidding/Track/Trac))

Buyer Details

Name: Prem Purang

Address: Prem

Purang,Buyer5.Dhi.Hr@Gembuyer.In
,INTERNATIONAL CENTRE FOR
AUTOMOTIVE TECHNOLOGY Plot No.
26, Sector-3, HSIIDC, IMT Manesar,
Gurugram-
122050,Gurgaon,HARYANA,122051,
India

Ministry: Ministry Of Heavy
Industries And Public Enterprises

Department: Department Of Heavy
Industry

Organisation: N/A

Office: National Automotive Board

Corrigendum Details

Modified On: 2025-09-10
12:37:46

Download
(/bidding/buyer/showcorrigendumpdf/3656570/8189827)

Hash Value (Algorithm - SHA256):

ad8de1f6b71452d0b0bf26af508ab649057bb754a0e8d2e6768bbf7c9bf0c724

Modified On: 2025-09-10
12:31:47

Bid extended to **2025-09-17 15:00:00**

Bid Opening Date : **2025-09-17 15:30:00**

Modified On: 2025-09-03
14:46:18

Bid extended to **2025-09-10 15:00:00**

Bid Opening Date : **2025-09-10 15:30:00**

Modified On: 2025-08-27
15:07:30

Bid extended to **2025-09-03 15:00:00**
(Auto Extension)

Bid Opening Date : **2025-09-03 15:30:00**
(Auto Extension)

Cancel Bid

Extend Bid

Edit Terms

Edit Pre Bid

WEB INFO

Terms of Use (<https://gem.gov.in/termsCondition>)

Website Policies (<https://gem.gov.in/websitePolicies>)

Document Help (<https://gem.gov.in/help>)

Site Map (<https://gem.gov.in/sitemap>)

Web Information Manager (<https://gem.gov.in/web-information-manager>)

NEWS & EVENTS

Newsroom (<https://gem.gov.in/media>)

Gallery (<https://gem.gov.in/gallery>)

Notifications (<https://gem.gov.in/landing/index/allnews>)

CCM Schedule (https://gem.gov.in/ccm_data)

Forums (<https://gem.gov.in/forum>)

TESTIMONIALS
([HTTPS://GEM.GOV.IN/TESTIMONIAL-BUYERS](https://gem.gov.in/testimonial-buyers))

TRAINING

LMS (<https://lms.gem.gov.in/>)

ABOUT GeM

Introduction to GeM (<https://gem.gov.in/aboutus>)

Statistics (<https://gem.gov.in/statistics>)

Right to Information (<https://gem.gov.in/RTI>)

Analytics (<https://sso.gem.gov.in/ARXSSO/oauth/login>)

New on GeM (<https://gem.gov.in/new-categories>)

BRAND GeM (<https://gem.gov.in/brand-gem>)

RESOURCES

GeM Handbook (https://assets-bg.gem.gov.in/resources/pdf/GeM_handbook.pdf)

OM's/Circulars
(https://gem.gov.in/support/government_oms_circulars)

Terms and Conditions (https://gem.gov.in/support/terms_conditions)

Policies/Manuals (<https://gem.gov.in/support/buyers>)

Miscellaneous (<https://gem.gov.in/support/miscellaneous>)

MoUs (<https://gem.gov.in/mou>)

NEED HELP?

FAQs (<https://gem.gov.in/userFaqs>)

Training Calendar (<https://gem.gov.in/training>)

Video Guides (<https://gem.gov.in/training/videos/buyers>)

Training Module (https://gem.gov.in/training/training_module)

Raise-a Ticket (<https://gem.gov.in/gemtickets/create>)

Facilitators (<https://gem.gov.in/training/facilitators>)

Contact Us (<https://gem.gov.in/contactUs>)

Download GeM Logo (<https://gem.gov.in/resources/images/download-gem-logo.jpg>)

Careers (<https://gem.gov.in/landing/index/careers>)

© 2025 GeM All rights reserved

Site operated and maintained by Managed Service Provider



(https://twitter.com/GeM_India)



(<https://www.facebook.com/govGeM/>)



(<https://www.youtube.com/channel/UC1LaBWVVZv3k23BZApfDIsQ>)



(<https://www.linkedin.com/company/government-e-marketplace-gem-?trk=biz-companies-cym>)



(<https://www.slideshare.net/GeMProcurementReimag>)

Bid Corrigendum

GEM/2025/B/6541726-C7

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

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

Following Parameter/Clause to be revised in Annexure - A of ATC

1. Particulate measurement (PM) system:

S. No	Tender Clause	Parameter	Clause as per Tender	Revised clause
1		Regulatory	ISO 16183, ISO 8178, CFR 1065/1066, EURO6/7	ISO 16183, ISO 8178, CFR 1065/1066, EURO6/BS6
2		Typical G_{tot} flows	0.8 – 2.0 g/s	0.8 – 1.5 g/s
3		Operating Condition (Ambient)	10°C – 50°C (Temp.) and 90% RH (no condensation)	10°C – 45°C (Temp.) and 80% RH (no condensation)
4		Test cell temperature range	upto 60°C	upto 45°C
5		Calibration	As per ISO 17025	As per ISO 17025, The bidder must conduct the calibration activities as per the frequency defined in EURO6/BS6 standard, to cover the period of warranty i.e. of 24 months (2 years) .

2. Particle number (PN) system:

S. No.	Parameter	Original	Revised
1	Legal Basis	Compliant with Euro 6/7	Compliant with EURO6/BS6
2	Particle concentration reduction factor	10 - 20000	10 - 2000
Remarks: The PCRF of the PMxPN is 2000. Since the PN is being used together with PM, which already applies dilution to the exhaust sample, effective PCRF of 20000 or more can be achieved consequently			
3	Calibration	As per ISO 17025	As per ISO 17025, The bidder must conduct the calibration activities as per the frequency defined in EURO6/BS6 standard, to cover the period of warranty i.e. of 24 months (2 years)).

This corrigendum shall be treated as an integral part of the tender document. All bidders are advised to consider these changes while preparing their bids. Failure to comply with the revised specifications may result in disqualification.

Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	27-08-2025 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-08-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	National Automotive Board
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Supply, Testing & Commissioning of Particulate measurement system with Particle number
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Particulate measurement system with Particle number
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Modular Table / Meeting Table / Centre Table (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Gas Analyser
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, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document 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	600000

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).	38

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

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

लाभार्थी /Beneficiary :

International Centre for Automotive Technology
Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050
(Icat)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
--	-----

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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

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

7. 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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-08-2025 15:00:00	International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050

Supply, Testing & Commissioning Of Particulate Measurement System With Particle Number (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	315

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

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

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

---धन्यवाद/Thank You---

Additional Terms & Conditions (ATC)

ATC Index		
SI No.	Content	Page No.
1.	Annexure - A (Technical Specification & Scope of Work)	2-4
2.	Annexure - B (Earnest Money Deposit - EMD)	5-7
3.	Annexure - C (Eligibility & Technical Evaluation Criteria)	8-13
4.	Annexure - D (General Terms & Conditions)	14-21
5.	Annexure - E (Special Conditions of Contract)	22
6.	Form - I (Performance Bank Guarantee Format)	23-24
7.	Form - II (Checklist)	25-26
8.	Form - III (Undertaking Regarding Blacklisting/Non-Debarment)	27
9.	Form - IV (Declaration Regarding Make In India & Compliance of Rule 144(xi) of GFR 2017)	28
10.	Form - V (Declaration In Lieu of EMD/Bid Security)	29
11.	Form - VI (Earnest Money Deposit)	30-33
12.	Form - VII (Declaration In Respect of Conflict Interest)	34-37
13.	Form - VIII (Product Support Declaration)	38
14.	Form - IX (Declaration and Undertaking from Original Equipment Manufacturer)	39
15.	Form - X (No Deviation Declaration)	40
16.	Form - XI (Undertaking for Product Compliance)	41
17.	Form - XII (Undertaking)	42
18.	Form - XIII (Undertaking for Non Sub-Contracting)	43
19.	Form - XIV (Manufacturer's Authorization Certificate, MAF)	44
20.	Form - XV (Details of Contracts)	45

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), Govt. of India, hereby invites a proposal for **“Supply, Testing & Commissioning of Particulate measurement system with Particle number for engine testing in ETL Lab at ICAT Centre – 1, Manesar (Haryana)”** from the Bidders in the prescribed proforma for performing, executing and implementing the Works on the terms and conditions contained in this ATC Document. The brief description of Works and the timelines for tenders are summarized as follows :-

Technical Specifications of Particulate measurement system with Particle number- 1 No's.

1. Particulate measurement (PM) system: -

- **Type:** Partial flow dilution system
- **Regulatory:** ISO 16183, ISO 8178, CFR 1065/1066, EURO6/7
- **Raw Exhaust (maximum temperature):** 500°C max.
- **Expected exhaust (pipe pressure):** Ambient $\pm$ 1.2 kPa
- **Typical G_{tot} flows:** 0.8 – 2.0 g/s
- **Operating Condition (Ambient):** 10°C – 50°C (Temp.) and 90% RH (no condensation)
- **Measurement range:** 0 g/kWh
- **Dilution type application:** CVS, Constant, Undiluted
- **Test cell temperature range:** upto 60°C
- **Transformation time (T50):** $t < 0.3$ s
- **Flow controllability range:** $q \leq 120$
- **Filter Holder (in numbers):** 2*47mm
- **Data acquisition rate:** Min. 10Hz
- **Accuracy of q_{mdw} and q_{mdew} :** $\pm 2\%$ of full scale
- **q_{mp} accuracy:** $\leq 5\%$ at a dilution ratio of 15
- **Filter temperature:** 47 ± 5 °C
- **Add-On Sampling supported:** Yes
- **Calibration Traceability:** As per ISO 17025
- **Partial flow regression criteria:** As per AIS 137.

Additional Terms & Conditions (ATC)

2. Particle number (PN):-

- **Legal Basis:** Compliant with Euro 6/7
- **PNC (T90) rise time:** ≤ 5
- **Operation temperature:** $5^{\circ}\text{C} - 25^{\circ}\text{C}$
- **Removal efficiency for non-volatile particles:** 99 or higher for temperature
- **Temperature evaporation tube:** $300^{\circ}\text{C} - 400^{\circ}\text{C}$
- **Residence time in the PTS:** ≤ 3 sec
- **Reynolds number (Re):** < 1700
- **PNC measuring range:** $0 - 30.000 \text{ \#/cm}^3$
- **Particle concentration reduction factor:** $10 - 20000$
- **PN size to be measured:** 23nm
- **Exhaust gas conditions:** exhaust temp.: $\leq 200^{\circ}\text{C}$ and exhaust pressure: ± 200 mbar
- **Calibration:** As per ISO 17025
- **Calibration certificates:** Traceable to National / International standards is required.
- **Accessories:** process connections, output Analog cables (15m), operating manuals (English), power cables, safety guards (if any) should be provided with Particulate measurement system with Particle number.
- No additional software should be required for the operation of a Particulate measurement system with Particle number.
- A minimum on-site warranty of 24 Months from the date of supply of defect free equipment including testing & commissioning and final acceptance.
- Onsite warranty should include free replacement of faulty equipment including sensor, mother boards, cables etc. during the warranty period.
- The bidder must include a warranty declaration letter on the OEM's/Bidder letterhead with the bid documents, confirming that the product offered has a minimum 24-month warranty against any manufacturing defects.
- The manufacturer should be ISO 9001:2015 certified.

Other Technical Conditions:

- The product offered must not be classified as "end-of-life" or "end-of-sale" as of the date of delivery. If such parts are found End-Of-Life until delivery, then it will be the responsibility of the bidder to replace with newer and higher compatible parts along with implementation at no

Additional Terms & Conditions (ATC)

cost to the International Centre For Automotive Technology (ICAT). The bidder must continue their service/operational support for any upgradation until 10 years after date of supply, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

- The bidder should quote the products strictly as per the tender specifications. Complete technical details, along with the brand, specification, technical literature, etc., highlighting the specifications, must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in the Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
- **Supply, testing, commissioning and acceptance :** The delivery of items, its testing, commissioning and acceptance in all respects, must be completed along with the delivery of warranty documents within **45 weeks** from the date of award of contract.
- **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder. ICAT will have the right to reject components or equipment supplied if they do not comply with the specification at any point of installation or inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.
- **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Particulate measurement system with Particle number along with all accessories (if any) as Per Technical Specifications Up to ICAT Project Site in Bidder Scope).
- **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana)

Billing Address: International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3,
IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)

Additional Terms & Conditions (ATC)

Annexure B

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 6,00,000 /- (**Rupees Six lakh only**) can be submitted in form of DD/Bank Guarantee/ Banker's Cheque drawn in favour of **"International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

Firms who are registered with NSIC/MSE for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 6,00,000 /- through NEFT/RTGS)

Additional Terms & Conditions (ATC)

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

Beneficiary Name	International Centre for Automotive Technology
Bank Name	HDFC Bank Ltd.
Branch	Plot-K, Sector-2, Manesar-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079

Proof of payment shall be submitted online on GeM portal & original DD/Banker's Cheque/Bank Guarantee/Pay Order should reach at **Purchase Department, International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurgaon, 122050 (Haryana).**

Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contract 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.*

Additional Terms & Conditions (ATC)

- *A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "Form V" will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

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

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

Additional Terms & Conditions (ATC)

Annexure C

Eligibility & Technical Evaluation Criteria

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

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

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

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

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

2. A bidder cannot submit more than one bid.
3. Bidders are required to submit the duly filled and signed technical compliance for the technical specifications.
4. It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their

Additional Terms & Conditions (ATC)

proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.

5. Bidders should be India-based.
6. The bidder should be either OEM or his authorized dealer/distributor.
 - a. In the case of authorized Distributor/Partner, certification from the OEM to this effect should be submitted. **A valid certificate of authorization in the format enclosed "Form VIII" with the tender document from the principal firm must be enclosed by the Agents/Firms quoting rates on behalf of the principal. One agent cannot represent 2 Principal/OEM's.**
 - b. If OEM is quoting, then OEM should submit the certificate/declaration.
7. The bidder must have experience in Supply of Particulate measurement system and Particle number for more than 5 Years.
8. The bidders should have an average annual turnover of **INR 10 Crore** in the last three consecutive financial years (**FY 2021-22, 2022-23, and 2023-24**). The bidders shall submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant to this effect indicating the turnover for the last 3 consecutive financial years. The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
9. Within the last five years, bidder should have supplied Particulate measurement system and Particle number to at least 3 different clients in any central government, state government, PSU, autonomous body, Government Test Agency, Research Institute, Autonomous Body or reputable private firm in India. Bidders must have successfully and commissioned atleast 3 nos Particulate measurement system and Particle number each separately or jointly. As evidence of such experience, the bidder shall provide relevant purchase orders along with the contact details of the respective customers. ICAT reserves the right to contact these customers to obtain feedback regarding the bidder's sales and service support. In the event that any negative feedback is received from the customers, the bid may be disqualified at the sole discretion of ICAT.
10. In addition, bidders must provide atleast 2 Purchase orders related to maintenance contract for Particulate measurement system and Particle number during last five years.
11. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, autonomous body, Government Test Agency,

Additional Terms & Conditions (ATC)

Research Institute, Autonomous Body or reputable private firm in India. A declaration must be submitted to this effect with the tender document.

12. The bidder must have a facility in **India** for service support in case of any breakdown that happens during and after the warranty period. The bidder is required to submit a declaration on their letterhead confirming the availability of such a facility for service support.

Bidders to Comply with:

13. 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://assets-bg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf).
14. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make _____ in _____ India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- It is clarified that prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

Bid Rejection Criteria:

- The bidder should submit an authorization certificate.

Additional Terms & Conditions (ATC)

- **Bids without EMD or Non-Submission of Bid Security Declaration Form as per “Form V” or Non-Submission of valid Startup certificate/MSE’s** would be rejected. However, firms that are registered with NSIC or MSE for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.
- Bidders not having an average turnover of **INR 10 Crore** in the last three consecutive financial years. Bidders are required to submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant to this effect indicating the turnover for the last 3 consecutive financial years (FY 2021–22, 2022–23, and 2023–24).
- Not submitting a copy of the GST and PAN registration certificates.
- Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified. Any internal references from NAB & its centres shall be deemed considered for the purpose of satisfactory reference even without being submitted in the bid.
- Any deviation requested on tender conditions. In case of any deviation with respect to our tender conditions, the same to be filled and must be raised 10 days prior to bid submission date via GeM by raising the representation. No claim shall be entertained afterwards.
- It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.
- Not having minimum qualification criteria mentioned in “Pre-qualification/Minimum Eligibility Criteria.”
- **Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation**

Bid Evaluation:

- The bidder shall comply with the Pre-qualification/Minimum Eligibility Criteria mentioned in “Annexure C.”

Additional Terms & Conditions (ATC)

- Only bidders who qualified in the Pre-qualification/Minimum eligibility criteria are eligible for technical bid evaluation.

Technical Bid Evaluation Parameters

- 1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%)** out of **100 Points**. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.
- 1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Specifications as Specified in the "Annexure A" of the Bid Document.	55
Bidder's Experience	Successfully supplied and installed the equipment during Last 5 Years before bid submission (refer Sr. No. 9 of Annexure C) 3 Order (Minimum) - 05 Marks > 3 up to 5 Orders - 07 Marks More than 5 Orders - 10 Marks	10
	Experience (No. of years) 5 Years (Min.) - 10 Marks > 5 up to 7 Years- 12 Marks More than 7 Years- 15 Marks	15
	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 2021-22, 22-23 & 23-24) 10 Crore (Minimum) - 10 marks > 10 Crore to 12 Crore - 12 marks > 12 Crore - 15 marks	15
Grand Total		100

Note:

- The pass marks in Technical Specifications shall be 55 points out of 55 points.
- The minimum pass marks Overall shall be 80 points (80%) out of 100 points.
- 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

Additional Terms & Conditions (ATC)

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

Contact Person: Mr. Praveen Yadav- ETL Department

Contact No. : +91-9015901526 (Mobile)

Email ID: praveen.yadav@icat.in

Additional Terms & Conditions (ATC)

Annexure - D General Terms & Conditions

1. **Scope of Supply: Supply, Testing & Commissioning of Particulate measurement system with Particle number for engine testing in ETL Lab at ICAT Centre - 1, Manesar (Haryana)** (As per scope of work defined in Annexure - A)
2. Bidders may visit the ICAT Site to check the location where these Particulate measurement system with Particle numbers are to be installed.
3. **Supply, Testing, Commissioning and Acceptance** : The supply of **Particulate measurement system with Particle number, its accessories including testing, Commissioning and acceptance of the equipment** in all respects must be completed along with delivery of warranty documents within **45 weeks** from the date of award of contract.
4. **Liquidity Damages (LD Clause):** The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery (including testing, commissioning and acceptance of the equipment) within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
5. **Payment Terms:**
 - 60% of the Total Contract Price shall be paid within fifteen (15) days from receipt of the defect free equipment along with all associated accessories at the site, in good condition.
 - 20% of the Total Contract Price shall be paid upon the successful testing and commissioning of the equipment, along with all associated accessories.
 - Remaining 20% of the Total Contract Price shall be paid to the successful bidder upon final acceptance of the equipment.

Note: Above payments will be released by ICAT only after receipt of PBG @5% of the contract value within 15 days from the issue of LOI/contract on GeM as per clause no. 13 of Annexure D of this ATC and confirmation of above payment milestones. Further the

Additional Terms & Conditions (ATC)

payment mentioned above are subject to deduction of all statutory taxes i.e. TDS, WCT, GST, Service Tax etc. as applicable.

Submission of Following Documents to ICAT:

- Original Tax Invoice
 - Original Challan
 - E-Way Bill (Both Part A & B)
 - Consignee LR Copy
 - Warranty Guarantee Certificate of OEM.
 - ISO 9001:2015 certificate.
 - Calibration/test report from ISO/IEC 17025 or equivalent accredited labs.
6. **Sub-contract:** The supplier shall not assign in whole or in part the obligations to perform under the contract, except with ICAT prior written consent. The supplier shall obtain the consent of ICAT in writing of any subcontracts (if any) to be awarded under the contract which is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
7. **Offer Validity:** Offers should be valid for a minimum of One Hundred Eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
8. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
9. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
10. **Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and

Additional Terms & Conditions (ATC)

cutting/corrections shall be duly signed and stamped by the authorized signatory.

Failure to comply with this requirement may result in the bid being rejected.

11. Warranty/Guarantee Period

- All the equipment's i.e., **Particulate measurement system with Particle number** should be minimum guaranteed for 2 Years (24 Months) of operation, pre-mature failure, if any shall be suitable compensated by replacement/repair of **Particulate measurement system with Particle number** on site basis. **Particulate measurement system with Particle number** must carry a minimum on-site comprehensive warranty of 24 Month's from the date of successful acceptance of **Particulate measurement system with Particle number**. The bidder must include a warranty declaration letter on the OEM's letterhead with the bid documents, confirming that the product offered has a 24-months warranty on the complete equipment.
- The supplier shall ensure that the **Particulate measurement system with Particle number** to be supplied shall be new and free from all defects and faults in material used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and shall perform in full conformity with the specifications.
- If it becomes necessary for the supplier to replace or renew any defective goods of the suppliers under this clause, it should be done within 48 hours. Incase defective goods are not replaced and rectified within 48 hours, the purchaser may proceed to get the defects remedied from other supplier etc., at the supplier risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defect.
- Replacement under the warranty clause shall be made by the supplier free of all charges at site including freight, insurance, and other incidental charges.

12. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its

Additional Terms & Conditions (ATC)

entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. The Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

13. Performance Bank Guarantee (PBG):

- **Performance Bank Guarantee (PBG):** The successful bidder shall be required to provide a Performance Bank Guarantee (PBG) from any branch at Delhi/NCR of Indian scheduled Bank, within 15 days from the date of the Notification of Award. The value of the PBG shall be equivalent to 5% of the total order value. The PBG shall include the full address of the issuing bank, along with the contact details of the person responsible, including name, contact number, fax number, and email ID.
- **Validity of Performance Bank Guarantee:** The PBG must remain valid for a period of 24 months, commencing from the date of satisfactory completion of the entire scope of work, including testing, commissioning and acceptance of the equipment. The Performance Bank Guarantee shall be unconditional, issued in favor of ICAT, and shall cover any defects in materials, workmanship, or performance of the equipment for the entire duration of the warranty period.
- **Failure to Submit Performance Bank Guarantee:** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder, without notice, and to forfeit the Earnest Money Deposit (EMD).
- **Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfill its contractual obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.
- **Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded within 30 days following the successful completion of the contract period, specifically upon the expiry of the warranty and support services for the equipment.
- **No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG).

Additional Terms & Conditions (ATC)

14. Please ensure that ATC document must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
15. **Termination of Contract:** If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.
If after issue of second warning letter also performance doesn't satisfy ICAT expectation, then ICAT reserves the right to terminate the work order by giving one-month notice in writing without assigning any further reason whatsoever.
After the contract becomes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained. After the contract comes to an end the vendor will withdraw their service/equipment from ICAT premises within a month.
Decision of competent authority of ICAT regarding determining the performance will be final.
16. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
17. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be refereed for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arises under and out of, or in connection with the work, if concluded, shall be referred to the **High Court of Haryana or any other court in the District of Gurugram (Haryana)**.
18. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage.

Additional Terms & Conditions (ATC)

ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender.

19. Law of the Republic of India are applicable to this tender.
20. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
21. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
22. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
23. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
 - “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.

Additional Terms & Conditions (ATC)

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

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

25. Relaxation in Prior Turnover and Experience: The condition of prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

Additional Terms & Conditions (ATC)

26. **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
27. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.

Additional Terms & Conditions (ATC)

Annexure – E **Special Conditions of Contract**

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

Item	Data
Terms of Payment	As per clause 5 of Annexure D
Payment Schedule	As per clause 5 of Annexure D
Warranty Period	2-years from the date of final acceptance
Liquidated Damages	In the event of seller's failure to deliver the goods/equipment as per date/dates specified in the contract, ICAT may deduct the amount from the seller as agreed, Liquidated Damages @ 0.5% of the delayed supplies each week or part of a week for which the delay has occurred, subject to maximum of 10% of the Contract Sum.
Performance Bank Guarantee (PBG)	Within fifteen [15] days from the date of award of contract, the Successful Bidder shall execute a Performance Bank Guarantee (format of PBG shall be as per Form I of this ATC), from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value to cover the delivery/completion period as well as warranty period. The PBG shall be made in INR only
Address For Recipient's Communications	Purchase Department International Centre for Automotive Technology Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon- 122050
Limit on Percentage of Subcontractor's part	NA
Method of Bid Evaluation	Segregated

Additional Terms & Conditions (ATC)

Form "I"

Performa for Performance Bank Guarantee

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

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

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

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

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

Additional Terms & Conditions (ATC)

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

Form “II”

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

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

Additional Terms & Conditions (ATC)

	Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	
11	Original Copy of Authorization In Favor of Bidder From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item (As per format given in Form "VIII").	
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 five years should be enclosed).	
13	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
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, Gurgaon 122051 (Haryana - India)

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

For.....

Authorised Signatory

Date:

Additional Terms & Conditions (ATC)

Form "IV"

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

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

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

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

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

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

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

Authorised Signatory

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

Additional Terms & Conditions (ATC)

Annexure "V"

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: Tender Document No. ICAT/GeM/ETL/PM & PN/2025-26/187 Tender Title: Supply, Testing & Commissioning of Particulate measurement system with Particle number for engine testing in ETL Lab at ICAT Centre – 1, Manesar (Haryana).

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

Additional Terms & Conditions (ATC)

Form “VI”
Earnest Money Deposit
[To be executed on the Letter Head of the Bidder]

Date: _____

International Centre for Automotive Technology
Plot – 26, Sector – 3, IMT, Manesar,
Gurgaon – 122 050.

Re: Tender No. ICAT/GeM/ETL/PM & PN/2025-26/187

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)

Earnest Money Deposit (EMD)

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

To,

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

Dear Sirs,

WHEREAS _____
(hereinafter called the "Bidder") has submitted their offer dated _____ for
_____ (hereinafter called the "Bid") against the buyer's request
for Tender No. _____ KNOW ALL MEN by these presents that we
_____ having our registered office at

_____ are bound onto International Centre for Automotive Technology having its
office at Plot No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the "Buyer")
for the sum of Rs. _____ (_____) for which
payment will and truly to be made to the said buyer, the bank binds itself, its successors and assigns by
these presents.

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

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

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

All claims under this guarantee will be payable at

Additional Terms & Conditions (ATC)

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

AND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs.

_____/ - (Rupees _____ only) to the bidder.

Now, We _____

(hereinafter referred to as 'Bank') having its registered office at

_____ and branch office at

_____ hereby irrevocably agree and undertake as follows:

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

Additional Terms & Conditions (ATC)

6. We, the Bank, further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.
8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute arises in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only). This guarantee shall remain valid till _____ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

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

Tender No. ICAT/GeM/ETL/PM & PN/2025-26/187

Tender Detail: Supply, Testing & Commissioning of Particulate measurement system with Particle number for engine testing in ETL Lab at ICAT Centre – 1, Manesar (Haryana).

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

Additional Terms & Conditions (ATC)

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

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

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

Additional Terms & Conditions (ATC)

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

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

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

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

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

Additional Terms & Conditions (ATC)

2. *Indian/ foreign agent on behalf of only one principal.*

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VIII"

Product Support Declaration

(To be submitted on Bidder Letter Head)

Letter No. _____

Date: _____

To,

The Purchase Officer

International Centre for Automotive Technology

Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram 122051 (Haryana)

Sub: OEM Declaration

Dear Sir,

Ref: Your ATC Reference No: ICAT/GeM/ETL/PM & PN/2025-26/187

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for **"ICAT/GeM/ETL/PM & PN/2025-26/187, Supply, Testing & Commissioning of Particulate measurement system with Particle number for engine testing in ETL Lab at ICAT Centre - 1, Manesar (Haryana)."**

We affirm that all products included in our bid are **not** classified as end-of-life (EOL) or obsolete as of the date of delivery. If such parts are found End-Of-Life until delivery, 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). These products will remain available and supported for a minimum period of 10 years after date of supply, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

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

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

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No. .

Additional Terms & Conditions (ATC)

Form "IX"

Declaration and Undertaking from 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/PM & PN/2025-26/187 for "Supply, Testing & Commissioning of Particulate measurement system with Particle number for engine testing in ETL Lab 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 offered solution.
2. Parts supplied and available are not declared as End-Of-Life/ EOS as of the date of delivery. If such parts are found End-Of-Life until delivery, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the International Centre For Automotive Technology (ICAT) during the warranty period i.e., 2 Years (24 Months). These products will remain available and supported for a minimum period of 10 years after date of supply, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

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 "X"

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 "XI"

Undertaking For Product Compliance

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Product Compliance

Dear Sir/Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form “XII”

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall deliver the material & services in accordance with your Tender/ATC Document No. ICAT/GeM/ETL/PM & PN/2025-26/187 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

Form "XIII"

Undertaking For Non-Subcontracting

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XIV"

Manufacturer's Authorization Form (MAF)

(To be submitted Original on OEM Letter Head)

MAF No.

Dated:

To,

The Purchase Office,

International Centre For Automotive Technology

Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurgaon 122051 (Haryana)

Sub: Manufacture's Authorization Form (MAF)

Dear Sir/Ma'am,

Tender Reference No. ICAT/GeM/ETL/PM & PN/2025-26/187

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

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

Yours faithfully,

(Name)

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

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

Additional Terms & Conditions (ATC)

Form "XV"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India handled by the Bidder during the last five (5) years in the following format (attested copies of the PO's and completion certificates may be closed).

SI No.	Details of client along with address, contact details (telephone, email, website, fax etc.)	Amount of contracts (INR)	Duration of contract	
			Order Received Date	Date of Installation with contract period
1.				
2.				
3.				
4.				
5.				

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

Signature of authorized person

Date:

Name:

Place:

Seal: