

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
वस्तु श्रेणी /Item Category	Calibration Services - Calibration of Horiba Make Solid Particle Counting System (SPCS); calibration, inspection, and performance verification of the Horiba SPCS (Solid Particle Counting System); OEM (Horiba Japan) or his authorized channel partner; ..
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

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

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Accreditation Documents of the desired labs:Please Refer Attached ATC Document

List of instruments along with technical specifications, frequency of calibration and scope of services:[1770195971.pdf](#)

Additional Terms and Conditions to be mentioned by Buyer:[1770195974.pdf](#)

Calibration Services - Calibration Of Horiba Make Solid Particle Counting System (SPCS); Calibration, Inspection, And Performance Verification Of The Horiba SPCS (Solid Particle Counting System); OEM (Horiba Japan) Or His Authorized Channel Partner; .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Calibration required	Calibration of Horiba Make Solid Particle Counting System (SPCS)
Details of Calibration	calibration, inspection, and performance verification of the Horiba SPCS (Solid Particle Counting System)
Eligible Calibration Labs	OEM (Horiba Japan) or his authorized channel partner
Calibration location	Lab
Timeline for completing the calibration once instrument is handed over by buyer	Depending on the instrument, schedule to be provided in Scope of Work
Reports required	Traceability certificate , Calibration report

विवरण/ Specification	मूल्य/ Values
Equipment/instrument of buyer in working condition	Yes
Minor/major repair required as part of calibration	No
If any spares are required	No
एडऑन /Addon(s)	

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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity (input 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

---धन्यवाद/Thank You---

ATC - Additional Terms & Conditions

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Calibration of Horiba SPC

ATC - Additional Terms & Conditions

Chapter - 1

Detailed Technical Requirement and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, hereby invites bids through a restrictive bidding process under Proprietary Article Certificate (PAC) on the Government e-Marketplace (GeM) Portal for "Calibration of Horiba SPCS Installed in NVTC-1 lab at ICAT Centre - 1, Manesar (Haryana)".

Equipment Description:

The HORIBA SPCS is a high-precision Solid Particle Counting System (SPCS) used for the measurement of solid particle number (PN) concentrations in automotive exhaust emissions. The system is specifically designed for regulated emission testing of diesel vehicles and supports compliance with stringent global emission standards, including Euro VI and Bharat Stage VI (BS VI).

The equipment operates on the principle of regulated exhaust sampling, dilution, and particle conditioning, followed by optical condensation particle counting (CPC) technology, enabling accurate and repeatable detection of ultra-fine solid particles above the legislated size threshold. The system ensures high measurement stability, traceability, and reproducibility as required under accredited testing conditions.

Engineered for continuous operation in laboratory and engine test-cell environments, the MEXA-2300 SPCS is widely used for vehicle and engine emission certification testing, research and development activities, after-treatment system evaluation, and regulatory compliance validation. The equipment delivers reliable PN data essential for emissions conformity assessment and performance optimization

Scope of Work

The successful bidder shall be responsible for the calibration, inspection, and performance verification of the Horiba SPCS (Solid Particle Counting System) in accordance with the requirements set forth herein.

1. Calibration Services:

- a) The calibration of the Horiba SPCS shall be carried out using procedures traceable to national and/or international measurement standards.
- b) Calibration shall be performed in compliance with ISO 27891:2015 and UN/ECE Regulation No. 83, as applicable.
- c) Calibration of the Particle Number Counter (PNC) shall be conducted in accordance with Clause 2.0 of AIS 137 (Part 3). The SPCS shall demonstrate an accuracy within ± 10 percent of the reference standard concentration.
- d) A Calibration Certificate shall be issued upon completion, clearly indicating traceability, measurement uncertainty, standards used, and compliance status.
- e) The calibration certificate shall remain valid for a period of one (1) year from the date of calibration, unless otherwise specified by the applicable standard or regulatory authority.

2. Inspection and Testing: The scope shall include, but not be limited to, the following inspections and tests

- a) Inspection testing of the SPCS to verify compliance with manufacturer specifications and applicable standards.
- b) Safety inspection to ensure operational safety and conformity with relevant safety norms.
- c) Functional checks to confirm proper operation of all system components.

3. Performance Verification: The bidder shall conduct comprehensive performance checks, including

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- a) Verification of detection efficiency
 - b) Linearity checks across the specified measurement range.
 - c) Overall performance verification to confirm that the system meets the prescribed regulatory and technical requirements.
4. **Documentation and Reporting:** All inspection, calibration, and performance verification activities shall be fully documented. Reports and certificates shall be submitted to the Purchaser in hard copy and/or electronic format, as specified in the tender conditions.

For any technical queries or to schedule a site visit, you may kindly contact the undersigned at the details provided below.

Contact Person: Mr. Adapala Mayank Rao - Vehicle Test Lab (VTL)

Contact No.: +91-9560011679 (Mobile)

Email ID: adapala.rao@icat.in

Calibration of Horiba SPCS Installed in NVTC - 1 Lab

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Chapter - 2

Eligibility & Evaluation Criteria

Eligibility Criteria: A bidder participating in the procurement process shall possess the following eligibility criteria: Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for financial evaluation.

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. **The bidder should be either an OEM (Horiba Japan) or his authorized channel partner**
The bidder must be either:

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

3. **Submission of ATC (Additional Terms & Conditions) Document:** Bidders shall mandatorily submit the duly filled, signed, and complete ATC (Additional Terms & Conditions) document, along with all annexures, declarations, and forms enclosed therein, as part of their bid. Failure to submit a properly completed ATC document shall render the bid non-responsive and subject to outright rejection.
4. **Submission of Comprehensive Proposal:** It is a mandatory requirement that all bidders submit a comprehensive and complete proposal covering the entire scope of work and all items as detailed in the tender documents. Any bid found to be incomplete in any respect, including but not limited to omission of pricing, scope, or technical details for any item, component, or activity specified in the tender shall be treated as non-compliant and will be rejected without further evaluation. Bidders must ensure that their proposals contain valid and complete offers against each, and every requirement listed in the tender schedule.
5. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India. A declaration must be submitted to this effect with the tender document.

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6. Bidder must comply with the provisions of:
- Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time. <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
 - 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>).

Calibration of Horiba SPCS Installed in NVTC - 1 Lab

ATC - Additional Terms & Conditions

Chapter - 3

Bid Rejection Criteria

Bids submitted in response to this tender shall be liable for outright rejection and shall not be considered for further evaluation under any of the following circumstances:

- **Non-Submission of Statutory Registrations:** Bidders failing to submit valid copies of **their GST registration certificate and Permanent Account Number (PAN)** shall be deemed non-compliant.
- **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
- **Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
- **Segregated Bidding Process and Rejection of Non-Compliant Submissions:** Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity/Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.
- **Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:** Failure to satisfy any single condition under the **“Pre-qualification / Minimum Eligibility Criteria”** section shall result in the immediate disqualification of the bid from the tender process.
- **IP Address Duplication on GeM Portal:** The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.
- **OEM Participation and Channel Partner Authorization:** A manufacturer (OEM) may authorize only one channel partner to participate in this tender, in accordance with the declaration submitted under **“Form IV - Declaration in Respect of Conflict of Interest”**. If both the OEM and its authorized channel partner submit bids under this tender, the bid submitted by the OEM shall be accorded precedence and taken forward for further evaluation. Consequently, the bid submitted by the authorized channel partner shall be summarily rejected and shall not be considered for further evaluation.
- **Bid Rejection Criteria – Bid Rigging and Conflict of Interest:** The Purchaser reserves the right to **reject any bid or disqualify any bidder** from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:
- **Bid Rigging:** The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.

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- **Conflict of Interest:** *A Conflict of Interest exists or is reasonably deemed to exist if*
 - *The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.*
 - *The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.*
 - *The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.*
- **Declaration of Integrity:** *All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.*
- **Purchaser's Rights:** *The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.*

Calibration of Horiba SPCS Installed in NVT 113

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Chapter - 4 General Terms & Conditions

1. Submission of Quotation and Technical Documentation

- 1.1 The bidder shall submit a **complete and unconditional quotation**, strictly in accordance with the **technical specifications, scope of supply, and terms and conditions** stipulated in the tender document.
- 1.2 The bidder shall submit a Statement of Compliance for each line item, strictly in the prescribed format provided under the Technical Specifications section of the tender. The Statement of Compliance shall be item-wise and parameter-wise, and shall be duly supported by verifiable, authentic, and documentary evidence.
- 1.3 All pages of the bid submission, including the main bid, annexures, enclosures, corrigenda, clarifications, and any amendments or overwriting, shall be duly signed and stamped by the authorized signatory of the bidding entity. Submission of unsigned or unstamped documents may render the bid liable for rejection.
- 1.4 Any bid found to be incomplete, ambiguous, conditional, or not conforming to the requirements of the tender document, including failure to submit the prescribed technical documents and compliance statements, shall be liable to rejection at the sole discretion of the Purchaser, without any obligation to seek further clarification.

2. **Completion Period:** The Contract Completion Period shall commence on the date of receipt of the equipment at the Successful Bidder's plant or designated site. The Successful Bidder shall complete all activities, works, and services specified in the Tender Documents within a period of one hundred eighty (180) calendar days from such commencement date. Any delay in completion and/or delivery beyond the stipulated period shall render the Successful Bidder liable to penalties in accordance with **Clause 3 of this Contract**.

3. **Liquidated Damages for Delay:** The completion period for the contract shall commence from the date of receipt of the equipment at the Successful Bidder's Plant/Site, and the Bidder shall be required to complete all activities and services defined in the tender document within **one hundred eighty (180) days** from such date. In the event the Bidder fails to complete the scope of work and/or deliver the services within the stipulated period, Liquidated Damages (LD) shall be levied at the rate of **0.5% (zero-point five percent)** of the value of the delayed or undelivered portion of the Contract per week or part thereof, subject to a maximum of **10% (ten percent) of the total Contract value**. Such Liquidated Damages shall be recovered by way of deduction from any payments due or becoming due to the Bidder and shall be calculated only on the value of the delayed portion of the services. The levy of Liquidated Damages shall be without prejudice to the rights of ICAT/Purchaser to terminate the Contract, in whole or in part, for non-performance or breach of contractual obligations, or pursue any other remedies available under the Contract or applicable law. The imposition of Liquidated Damages shall not absolve the Bidder from its obligation to complete the remaining scope of work within the contractually agreed timelines.

4. Transportation and Insurance

- 4.1 The Buyer, ICAT, shall be solely responsible for arranging and bearing the entire cost of to-and-fro transportation of the Horiba SPCS and all associated accessories, components, and ancillary

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equipment from the ICAT Site to the successful bidder's facility/ plant for calibration and related activities, and for returning the same to the ICAT Site upon completion of such activities.

- 4.2 Title to and ownership of the equipment shall at all times remain vested with ICAT. Responsibility for transportation, including logistics coordination and freight charges for both outbound and inbound movement, shall rest with ICAT.
- 4.3 Insurance coverage for the equipment during transit, including coverage against loss, theft, or damage while in transportation to and from the bidder's facility, shall be arranged and borne by ICAT, unless otherwise specified in the Contract.
- 4.4 Upon delivery of the equipment at the bidder's facility, the bidder shall acknowledge receipt and shall exercise due care in handling, storage, and use of the equipment in accordance with manufacturer's recommendations and prevailing industry standards.
- 4.5 The bidder shall make the equipment available for return transportation promptly upon completion of the calibration and associated activities and shall cooperate with ICAT or its authorized logistics agency to facilitate safe and timely dispatch of the equipment back to the ICAT Site.

5. Payment Terms

- 5.1 **Payment Schedule:** The payment for the services rendered under this Contract shall be made **100% upon successful completion of the calibration, inspection, testing, and performance verification of the Horiba SPCS**, as specified in the Scope of Work.
- 5.2 **Submission of Invoice:** The successful bidder shall submit a valid GST-compliant invoice along with all requisite documents, including
 - Calibration Certificate(s)
 - Inspection and performance verification reports
 - Any other deliverables specified in the Contract

No payment shall be released without the submission of the above documents in proper form.

- 5.3 **Mode of Payment:** Payment shall be made through electronic transfer or as per the standard payment procedures of ICAT/GeM, subject to statutory deductions, if any.
- 5.4 **Condition Precedent:** Payment shall be subject to ICAT's satisfaction of the successful completion of all contractual obligations, including the delivery of equipment back to the ICAT Site in good condition, and compliance with all Contract terms, including taxes and statutory requirements.

6. Assignment and Sub-Contracting

- 6.1 The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- 6.2 The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- 6.3 Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.

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6.4 Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

7. Intellectual Property Rights (IPR)

7.1 **Ownership of Existing Intellectual Property:** All Intellectual Property Rights in the equipment, including patents, designs, trademarks and proprietary technologies, shall remain vested with the Original Equipment Manufacturer (OEM) or the Bidder, as applicable.

7.2 **Right to Use Equipment and Documents:** ICAT shall have the unrestricted right to use the equipment supplied under the Contract for official purposes. The operation, maintenance and user manuals supplied along with the equipment may be copied, stored and shared internally by ICAT for training, operation and maintenance purposes.

7.3 **Embedded Software/Firmware (if any):** Where the equipment includes embedded software or firmware, ICAT shall have a perpetual, royalty-free and non-exclusive license to use the same solely for the operation, maintenance and servicing of the equipment. No separate license fee shall be payable.

7.4 **Non-Infringement Assurance:** The Bidder shall ensure that the supply, installation and use of the equipment by ICAT do not infringe any Intellectual Property Rights of any third party.

7.5 **Indemnity:** The Bidder shall indemnify and hold harmless ICAT from and against any loss, claim, demand, cost or expense arising out of any alleged or actual infringement of Intellectual Property Rights in relation to the supplied equipment.

7.6 **Use of ICAT Name and Logo:** The Bidder shall not use the name, logo, emblem or any official identification of ICAT for publicity, advertisement or commercial purposes without prior written approval of ICAT.

7.7 **Survival:** The provisions of this clause shall survive the completion, expiry or termination of the Contract.

8. **Indemnity:** The Successful Bidder/Vendor shall defend, indemnify and hold harmless ICAT, its officers, employees and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, suits, proceedings, judgments, liens, awards, damages, losses, costs and expenses, including costs of litigation and legal fees, to the extent such claims arise out of or are attributable to

8.1 Any infringement or alleged infringement of Intellectual Property Rights, including patents, copyrights, trademarks or designs.

8.2 Any wrongful use or unauthorized disclosure of trade secrets or confidential information; or

8.3 Any act, omission or negligence on the part of the Successful Bidder/Vendor or its personnel, in connection with the performance of the Contract or the supply, installation, use or operation of the goods and/or services provided thereunder.

9. ICAT's Rights

9.1 **Right to Inspect and Verify:** ICAT reserves the right to inspect, test, and verify the Equipment and all related components at any stage during manufacturing, pre-delivery, installation,

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- commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual terms, and applicable standards.
- 9.2 **Right to Reject:** ICAT shall have the right to reject any equipment, parts, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual obligations without prejudice to its rights under the contract. Rejected goods or services shall be replaced or rectified by the Successful Bidder at no additional cost to ICAT within the stipulated time frame.
- 9.3 **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment or services at any point during the contract period to ensure alignment with its operational requirements and safety standards.
- 9.4 **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, and certifications related to the Equipment and all related components supplied under this contract.
- 9.5 **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
- 9.6 **Right to Final Acceptance:** The final acceptance of the Equipment and all related components shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements as determined by ICAT's authorized representatives.
- 9.7 **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason thereof and without incurring any liability whatsoever to any bidder or party.
10. **Price Quotation and Correction:** All prices must be quoted in Indian Rupees (INR) and shall be entered in numerical figures only. In the event of any arithmetic discrepancy between the unit price and the total price derived from the multiplication of unit price by quantity, the unit price shall be deemed correct, and the total price shall be corrected accordingly. If the bidder does not accept the correction of errors, the bid shall be rejected.
11. **Acceptance of Terms:** The bidder is required to sign and stamp all pages of the tender document, including any corrigenda or annexures, as a token of unconditional acceptance of all terms, conditions, and obligations stated therein. Failure to comply with this requirement may result in rejection of the bid on procedural grounds.
12. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
13. **Project Site/Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)

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14. **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.
15. **Rejection of Conditional Bids:** Bidders are required to submit their offers strictly in accordance with the terms, conditions, and specifications stipulated in this tender document. Conditional bids or bids containing deviations, assumptions, qualifications, or conditions not expressly permitted in the tender shall be considered non-responsive and are liable to be summarily rejected without any further notice or obligation on the part of the Purchaser. The Purchaser shall not entertain any correspondence or clarification on such rejected bids, and the decision of the Purchaser in this regard shall be final, binding, and non-contestable.
16. Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period.
17. **Corrigenda to the tender document:** Before the deadline for submitting bids, the Buyer may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigenda shall be published in the same manner as the original Tender Document through GeM portal. Without any liability or obligation, the Portal may send intimation of such corrigenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the portal for any corrigenda. Bidders are therefore requested to regularly visit GeM portal for updates. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, the Buyer may suitably extend the deadline for the bid submission, as necessary. After the Buyer makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
18. This Enquiry is a two-part tender. Against Part - I bid, bidders must submit only documents required against ***“Technical Requirements (Chapter - 1) & Technical Evaluation Criteria (Chapter - 2) and ATC”***. Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid. Bidders must quote prices in Part - II bid (price bid) only.
19. **Eligibility Criteria:** Subject to provisions in the Tender Document as per enclosed ***“Technical Requirements (Chapter - 1) & Technical Evaluation Criteria (Chapter - 2)”*** of the tendered item, participation in this Tender Process is open to all bidders who fulfil the 'Qualification' criteria Bidders are required to submit all documents as per the Pre-Qualification & Technical Evaluation Criteria along with Part 1 bid, to ensure the eligibility of their offer. Failure to submit any of the

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certificates/documents specified in the Bid Document or any subsequent Corrigendum to the tender, within the stipulated time, can result in rejection of the offer.

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

- 20.1 **Permissibility of Proposed Deviations or Improvements:** Bidders may, if considered necessary, propose deviations, modifications or improvements to the Conditions of Contract, provided that such proposals are clearly justified, directly relevant to the scope, objectives and gender-related outcomes of the Tender, and demonstrably in the best interest of the International Centre for Automotive Technology (ICAT). Any such proposal shall be drafted in clear, precise and unambiguous terms and shall not alter the fundamental nature, scope, deliverables or objectives of the Tender.
- 20.2 **Manner and Format of Submission:** All proposed deviations, modifications or improvements shall be submitted strictly in the prescribed format, namely *"Form IX - Deviations or Modifications Suggested"* and shall be uploaded through the Government e-Marketplace (GeM) portal or submitted to the designated email address(es), as specified in the Tender Document. Such submissions shall be made not later than *seventy-two (72) hours* prior to the scheduled bid submission deadline. Any submission received after the stipulated time shall not be considered and shall be summarily disregarded.
- 20.3 **Declaration of No Deviation:** Bidders who do not intend to propose any deviations or improvements shall submit an explicit declaration to that effect by indicating *"No Deviation Suggested" in Form VIII. Failure to submit either Form VIII or Form IX* within the prescribed time shall be deemed to constitute the Bidder's unconditional, irrevocable and unqualified acceptance of all terms, conditions and provisions of the Tender Document, without any exception, reservation or qualification whatsoever.
- 20.4 **Finality and Binding Nature of Submissions:** No deviations, modifications, clarifications or conditional proposals shall be accepted or entertained after the expiry of the prescribed deadline or at any stage subsequent to bid submission. Any bid containing conditional terms, late submissions or non-compliant deviations shall be liable to rejection outright, without any requirement for further clarification, correspondence or opportunity of rectification.
- 20.5 **Discretion of ICAT:** ICAT reserves the sole, absolute and unfettered discretion to accept or reject, in whole or in part, any proposed deviation, modification or improvement submitted by a Bidder. Acceptance of any such proposal, if considered appropriate, shall be communicated only through a corrigendum issued to the Tender Document. ICAT may, at its discretion, revise the bid submission timeline to enable prospective bidders to respond to such corrigendum. The decision of ICAT in this regard shall be final, conclusive and binding on all Bidders.
21. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.

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22. Unsatisfactory Performance: The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability, quality, and performance of any component(s), subsystem(s), or complete system(s) supplied under this contract, whether during the pre-dispatch, inspection, testing, installation, commissioning, or post-commissioning phases.

In the event that any component, equipment, or system – whether in part or in full – is found to be deficient, substandard, non-compliant with specifications, or otherwise unsatisfactory in the opinion of ICAT, ICAT reserves the unequivocal right to reject such component(s) or system(s) without incurring any liability, financial or otherwise, and without any obligation to provide justification or explanation for such rejection.

The bidder expressly undertakes to abide by and accept ICAT's decision in this regard as final and binding, and waives all rights to contest, dispute, or seek redressal in respect of such decision. No claim for costs, compensation, or consequential damages shall be entertained by ICAT under such circumstances.

23. Qualification Criteria: Only those bids that meet the technical specifications and evaluation criteria as outlined in the tender document shall be considered. Bidders must provide all necessary documentation to demonstrate compliance with these criteria.

24. Award of Contract: The contract shall be awarded to the bidder who satisfies the qualification criteria and offers the lowest (L1) price, subject to compliance with all other terms and conditions of the tender.

25. Governing Law: This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.

26. Termination of Contract: If the performance of the successful bidder (hereinafter referred to as the "Supplier") is found to be unsatisfactory whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations ICAT shall issue a written notice to the Supplier, treating the same as a formal warning.

If, notwithstanding the first warning, the Supplier fails to rectify the deficiencies or does not take corrective measures within **fifteen (15) days** from the date of the first notice, a **second and final warning** shall be issued.

Should the Supplier continue to remain non-compliant or fail to meet the required performance standards even after issuance of the second warning, **ICAT reserves the right to terminate the contract/work order**, in whole or in part, **by giving one (1) month's written notice**, without assigning any further reason and without any liability whatsoever on the part of ICAT.

Upon termination:

- The contract shall become **null and void** from the date of expiry of the notice period.
- Any pending payment deemed payable to the Supplier if any, shall be **withheld or forfeited** at the discretion of ICAT.
- **No further claims, liabilities, or compensations** of any kind shall be entertained by ICAT.
- The Supplier shall be required to **withdraw all deployed personnel, equipment, and material** from ICAT premises within **thirty (30) days** from the termination date.
- **Failure to vacate the premises** may lead to ICAT taking appropriate legal and administrative measures.

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The decision of the Competent Authority of ICAT regarding the performance of the Supplier and termination of the contract shall be final and binding.

27. **Dispute Resolution (Arbitration):** In the event of any dispute or difference arising between the International Centre for Automotive Technology (ICAT) and the Contractor/Supplier in connection with or arising out of this Contract, including any matter relating to the interpretation or performance of its terms, the parties shall endeavour to resolve such disputes amicably through mutual discussion and consultation.

If the dispute remains unresolved *after thirty (30) days* of such mutual discussions, the matter shall, subject to the provisions herein, be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and any amendments thereto.

Subject to the guidelines issued by the *Department of Expenditure, Ministry of Finance, vide OM No. F.1/2/2024-PPD dated 03.06.2024*, arbitration shall be an available method of dispute resolution only where the value of the dispute is less than **₹10 crores (Rupees Ten Crore)**. This threshold refers to the value of the dispute and not the overall value of the contract. For disputes where the value exceeds **₹10 crores**, the parties shall resolve the matter through appropriate judicial forums and arbitration shall not be applicable. Where arbitration is permissible, a Sole Arbitrator shall be appointed by the Director (ICAT), with the mutual concurrence of both parties. The decision of the Sole Arbitrator shall be final and binding on both parties.

The arbitration proceedings shall be conducted in the English language, and the venue of arbitration shall be Gurugram, Haryana. The parties agree that they shall not approach any court of law for the resolution of disputes unless the arbitration mechanism provided herein is exhausted, where applicable.

Subject to the above, the courts at Gurugram, Haryana, shall have exclusive jurisdiction over all matters arising under this contract.

28. **Conflict of Interest:** The bidder must not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. All bidders are required to submit the declaration regarding conflict of interest in the format enclosed at **Form - IV of ATC**, signed by the authorized signatory of the bidder.

29. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.

- **“Corrupt Practice”** means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- **“Fraudulent Practice”** means misrepresentation or omission of facts in order to execution of contract.
- **“Collusive Practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

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- 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.
30. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behaviour, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
31. **Integrity Clause**
- **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
 - **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
 - **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.
 - **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
 - **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.
 - **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.
32. **Purchase Preference Policies of the Government:** Unless otherwise stipulated in the Tender, the Buyer reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives.
- i. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
 - ii. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
 - iii. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or

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- iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document
33. Local Content Declaration (as per PPP-MII order from DPIIT, Govt of India, Ministry of Commerce): This tender is governed by extant PPP-MII order dated 19.07.24 and subsequent revisions (if any), issued by DPIIT, Government of India. Hence, all bidders must submit a certificate stating following details (***Proforma for MII certificate has been attached vide Form - XIII***):
- a. Percentage of local content in offered products
 - b. Place (s) of value addition in India
- Note:**
- i. For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT.
 - ii. Eligibility: only class I and class II local supplier as per extant PPP-MII order dated 19.07.24 are eligible to bid for the tender.
 - iii. In case the tender value is more than ***INR 10 Crores***, the suppliers (bidders) shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - iv. Non-submission of the same shall render the bid ineligible for further consideration.
34. **Declaration regarding MSE status of the bidder:** In case the Bidder is an MSE, they must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. Proforma has been attached in "***Form - XV***". If the bidder does not furnish the required details in the tender, offer shall be processed by construing that the bidder is not falling under MSE category.
35. **Support to Start ups:** The Startup should be registered with DPIIT and produce documentary evidence for the same. The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).
- Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.
- Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. Please be guided by the tender document.
36. **Compliance to Restrictions under Rule 144 (xi) of GFR 2017:** OM dtd. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India provides guidelines in terms of dealing with Bidders representing Countries sharing land border with India. Undertaking at "***Form - XII***" to be provided.

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Form "I"

Bidder Information 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	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 "V").	

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10	Declaration regarding blacklisting or otherwise by the government departments as given in <i>“Form II”</i>	
11	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	
12	Any other information document: Please specify	

Calibration of Horiba SPCS Installed in NVTC - 1 Lab

ATC - Additional Terms & Conditions

Form "II"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

Calibration of Horiba SPCS Installed in NPTC-1 Lab

ATC - Additional Terms & Conditions

Form "III"

Bid Security Declaration

(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 - 122051

Reference: Calibration of Horiba SPCS Installed in NVTC - 1 Lab at ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/VTL/CALIB-SPCS/2025-26/372.

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.

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

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Form "IV"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/VTL/CALIB-SPCS/2025-26/372

Tender Detail: Calibration of Horiba SPCS Installed in NVTC - 1 Lab at ICAT Centre - 1, Manesar (Haryana).

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

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

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

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Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	
---	--

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

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

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

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

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

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationships with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of

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the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/ foreign agent on behalf of only one principal.*
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.*
- h) In case of a holding company that has more than one independent manufacturing unit or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

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Form "V"

OEM Authorization Certificate

Date:

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

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

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

Subject: OEM Authorization Certificate for Participation in Tender for "Calibration of Horiba SPCS Installed in NVTC - 1 Lab at ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/VTL/CALIB-SPCS/2025-26/372".

Dear Sir/Madam,

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

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

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

We confirm that:

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

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

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

Yours sincerely,

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

Authorized Signatory: _____

Name: [Full Name]

Designation: [Official Title]

Seal & Signature:

Date: [Insert Date]

Place: [Insert Place]

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Form "VI"

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

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Calibration of Horiba SPCS Installed in VTC - 1 Lab

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Form "VII"
Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your *Tender/ATC Document No. ICAT/GeM/VTL/CALIB-SPCS/2025-26/372* as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Calibration of Horiba SPCS Installed in NVTC - 1 Lab

ATC - Additional Terms & Conditions

Form "VIII"

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)/Service (s) quoted by our firm M/s.....
..... is as per the given technical specifications or scope of work 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.

Calibration of Horiba SPCS Installed at NVTC - 1 Lab

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Form "IX"

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

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

Sl. No	Clause No.	Existing Provision	Query/Suggestion

Note: Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Chapter "1"** or any conditions expressed in **Chapter "4"**

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Calibration of Horiba SPCS Installed in NITC-1 Lab

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Form "X"

Undertaking For Non-Subcontracting
(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Calibration of Horiba SPCS Installed in NMC - 1 Lab

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Form "XI"

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

Date _____

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

Dear Sir,

We, [Name of the Bidder], hereby solemnly affirm and declare that:

1. We have not engaged in any corrupt, fraudulent, collusive, coercive, or undesirable practices in competing for or in executing the contract for [Tender/Work/Service Description].
2. We have complied with all applicable laws, regulations, and guidelines including the General Financial Rules (GFR) and relevant procurement manuals issued by the Government of India.
3. We declare that no undue influence or payments have been made or promised to any official or employee of the Procuring Entity in connection with this tender.
4. We understand and agree that violation of this declaration shall result in rejection of our bid, termination of the contract, and/or legal actions as deemed appropriate by the Procuring Entity.
5. We commit to uphold integrity and transparency throughout the tendering process and contract execution.

Thanking you,

Yours faithfully,

[Signature of Authorized Signatory]
[Name of Authorized Signatory]
[Designation]
[Company Seal]
[Date]

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Form "XII"

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

(To be submitted on Applicant's Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in *ICAT Tender/ATC Document No. ICAT/GeM/VTL/CALIB-SPCS/2025-26/372*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

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Form "XIII"

**Certificate Regarding Declaration of Local Content
(On the Bidder Letter Head)**

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

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

NIT/GeM Document Ref No: Calibration of Horiba SPCS Installed in NVTC - 1 Lab at ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/VTL/CALIB-SPCS/2025-26/372

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of%.

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 and we qualify as Class -..... (Class-I/ Class-II/ Non-Local supplier - as applicable) local supplier.

We further confirm that details of location at which the local value addition is made is at
..... (Bidder's / OEM's Manufacturing works)

Country of Origin from OEM:
(For items sold by bidder as reseller, OEM certificate for Country of Origin to be submitted.)

We confirm the following for the current tender:

1. Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA). That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 3(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.
2. For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
3. We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
4. We understand that we have to give a self-certification regarding local content wherever the tender value is up to Rs 10 crores. In case the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of

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companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both cases, the certification has to be provided by us during bid submission.

5. We also understand that false declaration will be in breach of Code of Integrity under the rule 175(1)(i)(h) of the General Finance Rules for which the bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under the law.
6. That in case we are the successful bidder and the contract value of the order awarded to us is more than Rs 10 crores, we will provide local content certification duly certified by cost/ chartered accountant in practice during execution of the contract. That a penalty up to 10% of the contract value may be imposed on us during execution, in case we do not meet the stipulated local content during the execution of the contract. We are also aware that the contract awarded to us will not be terminated on this account.
7. We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be ground for penal action and for taking further action in accordance with law and as per extant guidelines.

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Form "XIV"

**Price Reasonability Declaration Letter
(On Bidder Letter Head)**

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

Subject: Calibration of Horiba SPCS Installed in NVTC - 1 Lab at ICAT Centre - 1, Manesar (Haryana)

Reference: ICAT/GeM/VTL/CALIB-SPCS/2025-26/372

Dear Sir/Madam,

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

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

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

Thanking you,

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____

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Form "XV"

**Declaration to be provided by MSE bidder
(to be submitted by Bidder on its company's letterhead)**

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

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

NIT/GeM Document Ref No: Calibration of Horiba SPCS Installed in NVTC - 1 Lab at ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/VTL/CALIB-SPCS/2025-26/372

With reference to above GeM bid, we M/s (Bidder's Name) confirm/declare the following:

1. Our MSE Category:
2. Details of the MSE category are as under: We furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with our techno-commercial offer.

Udyam No	Type Under MSE	SC/ST Owned	Women Owned	Others (Excluding SC/ST & Women Owned)
	Micro			
	Small			

Thanking You,

Yours Faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be ground for penal action and for taking further action in accordance with law and as per extant guidelines.