

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Upgradation of existing Horiba PEMS for RDE Test Facility under PAC Bidding; Service Provider
अनुबंध अवधि /Contract Period	5 Month(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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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

<b>बिड विवरण/Bid Details</b>	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	150000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	31

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

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

**लाभार्थी /Beneficiary :**

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

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

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. 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.
3. 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.
4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Price Bid - [1775896745.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

Buyer to mention scope of work:[1775896752.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1775896757.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
15-04-2026 14:00:00	International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050

**Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Upgradation Of Existing Horiba PEMS For RDE Test Facility Under PAC Bidding; Service Provider ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Automotive Test Agency
Type of Item/Product/System to be repaired or Installed	Upgradation of existing Horiba PEMS for RDE Test Facility under PAC Bidding
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Estimated number of visits as per last year records	0

**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 दस्तावेज /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	Project / Lumpsum Based	<ul style="list-style-type: none"> <li>Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0</li> </ul>

## 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 Added text based ATC clauses

Scope : Upgradation of existing Horiba PEMS (2 Units) for RDE Test facility at ICAT Centre - 1, Manesar (Haryana) on **PAC Basis from M/s Horiba India Pvt. Ltd** (refer ATC for detailed scope)

### 3. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.

6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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

specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

**---धन्यवाद/Thank You---**

**Additional Terms & Conditions (ATC)**



**अंतर्राष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र**  
**International Centre for Automotive Technology**

**अतिरिक्त नियम और शर्तें**

**Additional Terms & Conditions**

**दस्तावेज संख्या / Document No. ICAT/GeM/VTL/Upgd of Horiba PEMS/2025-26/522**

**“Upgradation of existing Horiba PEMS for RDE Test Facility at  
ICAT Centre - 1, Manesar (Haryana) under PAC Bidding”**

**प्लॉट नंबर – 26, सेक्टर – 3, एचएसआईआईडीसी कार्यालय के पास, आईएमटी मानेसर, गुरुग्राम – 122050**

Plot No – 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050

**Additional Terms & Conditions (ATC)**

<b>ATC Index</b>		
<b>SI No.</b>	<b>Content</b>	<b>Page No.</b>
1.	<b>Annexure - A (विस्तृत तकनीकी विनिर्देश एवं कार्यक्षेत्र / Detailed Technical Specification &amp; Scope of Work)</b>	3-9
2.	<b>Annexure - B (बयाना राशि जमा प्रपत्र (ईएमडी) / Earnest Money Deposit - EMD)</b>	10-11
3.	<b>Annexure - C (पात्रता एवं तकनीकी मूल्यांकन मानदंड / Eligibility &amp; Technical Evaluation Criteria)</b>	12-16
4.	<b>Annexure - D (सामान्य नियम एवं शर्तें / General Terms &amp; Conditions)</b>	17-26
5.	<b>Form - I (प्रदर्शन बैंक गारंटी प्रारूप / Performance Bank Guarantee Format)</b>	27-28
6.	<b>Form - II (जांच सूची / Checklist)</b>	29-30
7.	<b>Form - III (ब्लैकलिस्टिंग/प्रतिबंध न लगने के संबंध में वचनबद्धता / Undertaking Regarding Blacklisting/Non-Debarment)</b>	31
8.	<b>Form - IV (मेक इन इंडिया और जीएफआर 2017 के नियम 144(xi) के अनुपालन के संबंध में घोषणा / Declaration Regarding Make in India &amp; Compliance of Rule 144(xi) of GFR 2017)</b>	32
9.	<b>Form - V (ईएमडी/बोली सुरक्षा के बदले घोषणा / Declaration In Lieu of EMD/Bid Security)</b>	33
10.	<b>Form - VI (बयाना राशि / Earnest Money Deposit)</b>	34
11.	<b>Form - VII (हितों के टकराव के संबंध में घोषणा / Declaration In Respect of Conflict Interest)</b>	35-38
12.	<b>Form - VIII (उत्पाद समर्थन घोषणा / Product Support Declaration)</b>	39
13.	<b>Form - IX (बोलीदाता या ओईएम से घोषणा और वचनबद्धता / Declaration and Undertaking from Bidder Or OEM)</b>	40
14.	<b>Form - X(A) (विचलन निषेध / No Deviation Declaration)</b>	41
15.	<b>Form - X(B) (संशोधन और सुधार के सुझाव / Modification and Improvement Suggested)</b>	42
16.	<b>Form - XI (उत्पाद अनुपालन हेतु वचनबद्धता / Undertaking for Product Compliance)</b>	43
17.	<b>Form - XII (उपक्रम / Undertaking)</b>	44
18.	<b>Form - XIII (गैर-उप-अनुबंध के लिए वचनबद्धता / Undertaking for Non Sub-Contracting)</b>	45
19.	<b>Form - XIV (निर्माता प्राधिकरण प्रपत्र (एमएएफ) / Manufacturer's Authorization Certificate, MAF)</b>	46
20.	<b>Form - XV (अनुबंध का विवरण / Details of Contract)</b>	47
21.	<b>Form - XVI (मूल्य औचित्य घोषणा पत्र / Price Reasonability Declaration Letter)</b>	48

**Additional Terms & Conditions (ATC)**

**Annexure - A**

**विस्तृत तकनीकी विनिर्देश एवं कार्यक्षेत्र / Detailed Technical Specification & Scope of Work**

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal under **Proprietary Article Certificate (PAC) on GeM Portal** for “**Upgradation of existing Horiba PEMS for RDE Test Facility at ICAT Centre - 1, Manesar (Haryana)**”.

**A.1 Scope of Supply Details:**

Description	Quantity	Delivery Location	Target Completion period from the date of award of Purchase Order/LOI
Upgradation of existing Horiba PEMS for RDE Test facility at ICAT Centre - 1, Manesar (Haryana) on <b><u>PAC Basis from M/s Horiba India Pvt. Ltd.</u></b>	2 Unit	ICAT Centre - 1	Within 20 weeks from the date of award of contract on GeM Portal

**HORIBA PEMS Upgradation for RDE Test Facility**

The Bidder shall have total responsibility for the process including supply, installation, configuration and functional testing of the equipment prior to shipment, installation, checking and functional testing after integration with existing PEMS for all its capabilities.

Automation system checking and functional testing after installation for all its capabilities are responsibility of the supplier. The Bidder is requested to submit the detailed specifications of the proposed system.

**Note: The supplier must guarantee that the service support for the supplied equipment/software will be valid for minimum 5 (Five) years from the date of Acceptance.**

**Equipment Connections**

All connections between any of the elements supplied as per this tender, and to & from the existing PEMS equipment are the responsibility of the Successful Bidder. Each equipment shall be supplied with all the cables, connectors, software, calibration etc. required for the equipment operation.

All equipment supplied under this tender should be provided with self-cooling arrangements to take care of climatic conditions and dust.

**Software**

ICAT requires system upgrade with the latest software version free of cost (even if new software requires latest platform) within a period of five years after commissioning, if any. The referred system upgradation shall be applicable in the event of:

- Critical releases on the software
- New Operating System adoption
- Accumulation of all upgrades in the software for next 5 years from the date of final acceptance.

### Additional Terms & Conditions (ATC)

If Hardware upgradation is required in order to achieve the software upgradation, this will also be included free of charge, if any. This includes, as an example, the computer, connections and communication cards.

The supplier is responsible for completing and validating the tests for commissioning the upgraded software as per new regulatory requirements while retaining backward compatibility with existing regulations.

The report format customisation shall also be included in the quote. ICAT will require the creation of report patterns as per AIS 175, 137, EU regulations and if any amendment in Indian Regulations for next 5 years from the date of final acceptance. Within the first 5 years, if ICAT updates the existing report pattern, then the successful bidder also requires to update these report patterns without any additional cost.

In addition to the above, the supplier should provide the flexibility in the software for development testing (input parameters customization) as per AIS 175, 137, EU regulations and upcoming Indian Regulations for next 5 years from the date of final acceptance. Also, the software should have the capabilities as mentioned in clause A3 technical specifications.

### Health & Environmental Requirements

All above equipment's must meet the Environmental, Health and Safety aspects (CE or equivalent). Certificates shall be included in the Documentation. If hazardous material is used please provide MSDS (Material Safety Data Sheet)

### Documentation

At the time of equipment delivery, the supplier is required to provide at least a manual in English containing description of the equipment with detailed drawings, instructions on the operation of the system, detailed software control commands, safety organs/disturbances and possible causes, and full maintenance details.

Calibration certificates shall be included in the documentation.

Documentation shall be delivered in 2 Hard Copies and in 2 Soft Copies (Pen drives)

### Installation

The Supplier shall deploy an Implementation Team with demonstrable skills and experience in order to achieve the requested quality of Installation.

The work plan proposed by the Bidder for the implementation of the equipment needs to justify that it will be suitable for achieving the installation of the Scope of Supply

The target date of commissioning and acceptance shall be as follows:

<b>ICAT</b>
Delivery & I&C to be completed within 20 weeks from date of award of contract on GeM Portal

The work is to be completed within stipulated time from the date of award of contract by way of Letter of Acceptance, as mentioned in the milestones appearing above.

Bidder is required to submit a detailed timing plan that shall include all phases of supply, installation and commissioning for ICAT.

### **Additional Terms & Conditions (ATC)**

Any on site service requirements will also be included in this timing to allow the correct building services to be catered for by ICAT, If any. This implementation plan shall be included in document "Form d6 - Description of Approach, Methodology, Work and Training Plan".

#### **Exclusions**

The Supply of Calibration gases, Test Vehicles and any utilities required will be handled by ICAT and will not be the responsibility of the equipment supplier.

ICAT will provide electrical supply (via local isolators), water, fuels and compressed air adjacent to the equipment. It will be the responsibility of the equipment supplier to make all the connections from these service points to the equipment.

#### **Service Support**

The Bidder is required to have a service support set up in India with sufficient trained manpower. The Bidder shall commit a maximum response time of 24 hours, which means that in case of any breakdown within 24 hours, the Bidder's personnel should reach the site, assess the cause of the breakdown, take necessary action to resolve the issue and submit the corrective actions schedule.

#### **Warranty**

The Bidder shall be required to provide a comprehensive warranty of two years from date of final acceptance, for equipment supplied under this tender, including the following:

- Any repair or replacement required due to breakdown or defect in the supplied equipment or software shall be carried out by the Bidder at his own cost. No charge on this account (including consumables, spare parts, software support, travel and accommodation expenses, etc.) will be borne by ICAT.
- Technical support during the warranty period shall be provided by the manufacturer's personnel. Support by agent/ dealer of the manufacturer shall not be acceptable.
- All spare parts, software support and services required during the warranty period shall be within the bidder's scope of supply including man-days.

#### **Acceptance cum Installation and commissioning training**

Training (Operational and Maintenance) shall be included in the Offer and shall be conducted at ICAT site during installation, commissioning and acceptance of the system. At the end of the training, a training certificate shall be provided to all the participants. The Offer shall include the full training costs described above, irrespective of the number of persons from ICAT to be trained.

The training shall cover the basic functioning of the system, operation of the software, system configuration and parameterization, data acquisition and post-processing procedures, as well as basic troubleshooting and operational support required for the effective use of the upgraded system.

#### **A.2 Technical Requirements:**

#### **Functional Requirements**

#### **2.1 General Purpose for Upgradation of Existing Horiba PEMS**

### **Additional Terms & Conditions (ATC)**

The bidder shall have total responsibility for the supply, installation, integration, and validation of all hardware and software required for the upgradation of the existing Portable Emission Measurement System (PEMS) installed at ICAT Manesar.

The upgradation aims to ensure compliance of the system with AIS 175, AIS 137, EU regulations, and any Indian regulatory requirements introduced or revised within five (5) years from the date of final acceptance.

The upgraded PEMS must be capable of testing vehicles compatible with the following fuels: gasoline (up to 100% ethanol blend), diesel, CNG, and LPG.

The existing systems are Horiba-based PEMS platform comprising modules for gaseous and particle number (PN) measurements, exhaust flow measurement, and an integrated automation and data processing suite. The upgraded solution shall ensure complete hardware and software compatibility and seamless functional integration with this setup.

The bidder shall include in its scope all required interface modules, cables, software drivers, and licenses to achieve full interoperability with the existing system. Any deviation, mismatch, or loss of functionality after upgradation shall be the sole responsibility of the bidder.

Participation is open to all qualified suppliers; however, it shall be the bidder's responsibility to ensure hardware and software compatibility with the existing PEMS system. The bidder shall submit a clear integration and validation plan demonstrating how compatibility will be achieved and verified during commissioning. Failure to ensure or demonstrate full compatibility and functionality at the time of validation may lead to rejection of the supplied system.

## **2.2 System Requirements**

The upgraded Portable Emission Measurement System shall consist of the following equipment:

- Upgradation of DMC PC compatible with the existing PEMS system.
- Upgradation of OBS ONE DMC Operation software.
- Upgraded Post-Processing Software compliant with AIS 175, 137, EU regulations and upcoming Indian Regulations for next 5 years from the date of final acceptance.

### **A.3. TECHNICAL SPECIFICATIONS**

#### **3.1 OBS-ONE DMC Operation Software**

The OBS-ONE DMC Operation Software shall be upgraded to support all regulatory parameters to comply in accordance with AIS 175, 137, EU regulations and upcoming Indian Regulations for next 5 years from the date of final acceptance. This includes integration of PN<sub>10</sub>/PN<sub>23</sub> channels, additional vehicle CAN/OBD parameters, and revised RDE validation procedures. The upgraded control software shall remain compatible with the existing database, configuration files, and reporting formats.

Minimum capabilities:

- GNSS receiver providing position, speed, and altitude at selectable rates (1 Hz, 5 Hz, 10 Hz).
- Weather station (ambient temp. , pressure, humidity) with ISO17025 calibration.
- OBD/CAN interfaces must be compatible with BSIV and BSVI vehicle including heavy duty vehicles. example for the similar CAN interfaces are as following  
ISO 15765 Standard CAN  
ISO 15765 Extended CAN

### **Additional Terms & Conditions (ATC)**

ISO 27145 WWH-OBD Standard CAN

ISO 27145 WWH-OBD Extended CAN

SAE J1939

Or any other OBD/ CAN protocol required for BS IV and BS VI , HD vehicles.

- Time alignment to T50 for exhaust flow and analyzers; automatic leak checks; quench checks
- The software license must be valid for lifetime.
- User-configurable online views for trip share, emission parameters etc. as required for testing. Operation software must have the capability to perform Standard Calibration tests such as but not limited to :
  - CO2 Interference Check
  - Linearity Check
  - NOx convertor efficiency check

### **3.2 Post Processing and reporting software**

The data analysis and reporting software shall be updated to incorporate AIS-175 , HD and EU7 computation modules while retaining backward compatibility with AIS-137 and EU RDE frameworks .

The software shall enable post-processing for all necessary parameters as per the latest notified procedures while retaining compatibility with existing procedures. License shall include update support covering new regulation releases at least 5 years from the date of Acceptance.

The post-processing software must provide the ability to modify input parameters as required for development trials. Subscription of legislation Packages must be included for lifetime.

Eg- AIS 175, EU regulations, and any Indian regulatory requirements introduced or amended within five (5) years from the date of final acceptance while retaining compatibility with AIS 137.

Software features:

- Post-processing using MAW and SPF.
- Automated trip evaluation, data validation, and result visualization as per regulatory requirements as well as developmental trials.
- Integrated map and video synchronization.
- The post processing software must have the provision to change or edit parameters for development trials.
- Automated report generation in accordance with AIS 175, EU regulations, and any Indian regulatory requirements introduced or revised within five (5) years from the date of final acceptance while retaining compatibility with AIS 137.
- The reporting format must include but not limited to generate raw files/traces along with time and date stamps with frequency 1,5 and 10hz.
- The post-processing software shall provide the capability to generate results for gasoline (up to 100% ethanol blend), diesel, CNG, and LPG vehicles, with a provision to select the applicable fuel type.
- Software license should include 5 years of free upgrades and regulation patches, if any.
- Software must be pre-installed and validated on the supplied Toughbook system.
- The software license must be valid for lifetime.

### **Additional Terms & Conditions (ATC)**

#### **3.3 Toughbook**

2 Nos Toughbook shall be supplied for use in PEMS control, data acquisition, and post-processing. The supplied Toughbook shall be compatible with the latest operating system software, shall meet the latest hardware specifications including but not limited to SSD drive, minimum i7 processor with latest Generation, and shall be upgradable to maintain compatibility with future operating system releases for a minimum period of five (5) years.

#### **3.4 Installation and commissioning**

The bidder shall perform complete installation, commissioning and validation at ICAT manesar.

Requirements:

- Integration of upgraded software with existing PEMS .
- Functional testing as per required regulations.
- On-site validation with ICAT technical team.
- Training for ICAT engineers on upgraded features and reporting tools.

#### **4. Acceptance Test**

##### **4.1 Approval of project**

Softwares and Toughbook to be supplied, including main specifications, shall be verified and accepted by ICAT. Modifications shall be implemented on those specifications by the supplier if required.

##### **4.2 Acceptance**

As part of the installation and commissioning, the acceptance tests will be carried out as per following details. ICAT will provide all required vehicles for performing the acceptance test to be carried.

##### **4.2.1 Full system check**

Upon delivery a full system compatibility check and demonstration by the supplier shall be conducted to the satisfaction of the representative of ICAT. All auxiliary devices compliancy with the required performance needs to be demonstrated by the supplier. Interface with all utilities and all safety measures shall be checked and demonstrated by the supplier.

Any faults of non-compliance with the specification not found in the pre-delivery inspection will be rectified, free of charge, by the supplier.

##### **4.2.2 Integration to other systems**

The bidder shall demonstrate full integration and functionality of upgraded software with existing modules (e.g : Gas PEMS, EFM, PN PEMS, CC, PE) during the acceptance.

##### **4.2.3 Acceptance tests**

Working conditions as per any required regulation (AIS 137, AIS 175, EU RDE regulations) will be reproduced in order to check that the performance of PEMS (Portable Emission Measurement System) for Gaseous Measurement and PN Measurement corresponds to the corresponding technical requirements.

ICAT reserves the right of performing whatever Testing and calibration procedure included in this document in order to demonstrate compliancy with this document.

### Additional Terms & Conditions (ATC)

Test will be performed on 3 different vehicles to check the functionality of the system as per the Indian and European regulation (as mentioned in the Clause A3 of the annexure A and as per any new upgradation of Indian and European regulation at the time of Acceptance) and as per the mutually agreed Acceptance Protocol. Please refer Matrix below. The Vehicle preparation during these trials will be in scope of the bidder.

Vehicle	On Road Flexi setting	RDE as per (AIS 137, AIS 175, EU/HD RDE regulations) (dyno correlation included)
Vehicle 1	1	1 (AIS 137)
Vehicle 2	1	1 (AIS 175)
Vehicle 3	1	1 (EU RDE)

#### **4.2.4 Acceptance test for Auxiliary devices**

ICAT reserves the right of checking the behaviour of control system and all auxiliary devices by performing any of the tests mentioned in the technical specifications. Supplier shall demonstrate that performances and accuracies are met.

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

**Contact Person:** Mr. Surinder Kumar- VTL Department

**Contact No.:** +91-95828 62737 (Mobile)

**Email ID:** [surinder.kumar@icat.in](mailto:surinder.kumar@icat.in)

**Contact Person:** Mr. Monal Hasti VTL Department

**Contact No.** +91 99108 56699

**Mail ID:** [monal.hasti@icat.in](mailto:monal.hasti@icat.in)

**Additional Terms & Conditions (ATC)**

**Annexure B**

**बयाना राशि जमा प्रपत्र (ईएमडी) / Earnest Money Deposit - EMD**

**Earnest Money Deposit (EMD): INR 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** can be submitted in form of **DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

**Or**

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

*Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.*

**Or**

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

**ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 1,50,000/- through NEFT/RTGS)**

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

<b>Beneficiary Name</b>	International Centre for Automotive Technology
<b>Bank Name</b>	HDFC Bank Ltd.
<b>Branch</b>	Plot-K, Sector-2, Manesar-122051 Haryana
<b>Account No.</b>	0589145000118
<b>Account Type</b>	Saving
<b>RTGS IFSC Code</b>	HDFC0000589
<b>Swift Code</b>	HDFCINBB
<b>MICR Code</b>	110240079

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

**Key Note's**

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).*

### Additional Terms & Conditions (ATC)

- *The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.*
- *Cheque/Money Order/Cash shall not be accepted as EMD.*
- *A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.*
- *A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "Form V" will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

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

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

**Additional Terms & Conditions (ATC)**

**Annexure C**

**पात्रता एवं तकनीकी मूल्यांकन मानदंड / Eligibility & Technical Evaluation Criteria**

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

**Pre-qualification/Minimum Eligibility Criteria for the Bidders:**

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

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

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

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

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

### Additional Terms & Conditions (ATC)

- a. In the case of the OES/OPM/authorized Channel Partner, certification from the OEM to this effect should be submitted. **A valid certificate of authorization in the format enclosed "Form XIV" with the tender document from the principal firm must be enclosed by the Agents/Firms quoting rates on behalf of the principal.**
- b. If OEM is quoting, then OEM should submit the certificate/declaration.
7. The bidders should have minimum **3** years of Experience in similar nature of work.
8. The bidders should have an average annual turnover of **INR 3 Crores** in the last three consecutive financial years (**FY 2022-23, 2023-24 and 2024-25**). The bidders must submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant indicating the turnover for the last 3 consecutive financial years (FY 2022-23, 2023-24 & 2024-25). The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
9. The PEMS upgrade shall allow seamless integration of any new Horiba PEMS Module or equipment that may require installation in the future for fulfillment of any new regulation or amendments( If any).The supplier shall provide all necessary post processing software update communication interfaces and system control driver integrations required, free of cost for a minimum period of 5 years from the date of system commissioning.
10. Within the preceding three (3) years, the bidder should have successfully executed atleast one project w.r.t. Supply, Installation & Commissioning of PEMS / Upgradation of PEMS in India or globally of such characteristics. Such clients may include, but are not limited to, any of the following entities: Central Government, State Government, Public Sector Undertakings (PSUs), Autonomous Bodies, or reputable private firms in India or globally.
11. Bidder 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.
12. The bidder must have a facility in India for service support in case of any breakdown that happens during and after the warranty period. The bidder is required to submit a declaration on their letterhead confirming the availability of such a facility for service support.

#### **Bidders to Comply with:**

13. Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>).

### Additional Terms & Conditions (ATC)

14. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

**Note:**

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

**Bid Rejection Criteria:**

- The bidder should submit an authorization certificate.
- **Bids without EMD or Non-Submission of Bid Security Declaration Form "Form V" or Non-Submission of valid MSE's/Startup certificate** would be rejected. However, firms that are registered with NSIC or MSE for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.
- Bidders not having an average turnover of **INR 3 crores** in the last three consecutive financial years. (i.e. FY 2022-23, 2023-24, and 2024-25). Documentary evidence in the form of Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant indicating the turnover for the last 3 consecutive financial years (FY 2022-23, 2023-24 & 2024-25) shall be uploaded with the bid. The contact details of CA/ Cost Accountant along with UDIN No. shall be mandatorily mentioned on copy of certified Audited Balance Sheet/Certificate.
- Not submitting a copy of the GST and PAN registration certificates.
- Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified. Any internal references from NAB & its centres shall be deemed considered for the purpose of satisfactory reference even without being submitted in the bid.

### **Additional Terms & Conditions (ATC)**

- Any deviation requested on tender conditions.
- It is a mandatory requirement for bidder to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.
- Not having minimum qualification criteria mentioned in **“Pre-qualification/Minimum Eligibility Criteria.”**
- **Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.**

#### **Bid Evaluation:**

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

#### **Technical Bid Evaluation Parameters**

##### **Any Bid failing in demonstrating the following shall be directly rejected:**

1. Ability to fulfill the basic scope of the lab, meaning testing as per Indian and European Standards
2. Capability of the Bidder Company for undertaking the assignment, by
  - Not demonstrating relevant experience as per the minimum eligibility criteria in this tender
  - Not having the necessary financial strength in order to cope with the order with sufficient guarantees

Additionally, ICAT could disqualify any Bid not fulfilling the essential parameters listed in the Technical Conditions of Contract, and the supplier fails to justify the proposed solution is equivalent or better than the requested performance.

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

**Additional Terms & Conditions (ATC)**

Evaluation Parameter	Details	Marks (Max)
<b>Technical Capability</b>	Compliance with Technical Specifications as Specified in the Scope of supply and technical document of the Bid Document	55
<b>Service Support</b>	<b>Local Support</b> (Delhi NCR) Within NCR - 5 Marks Outside NCR & within India- 4 Marks	5
	<b>Response time</b> (in Hours) <12 Hours - 5 Marks >12 Hours & < 24 hours -4 Marks 24 hours (Minimum) - 3 Marks	5
<b>Bidder's Past Experience</b>	<b>Same/ Similar Nature Project</b> (In the Last 3 Years before bid submission) 1 Project- 4 Marks More than 1 Projects- 5 Marks	5
	<b>Experience (Nos. of Year)</b> 3 Years (min.) - 2 Marks > 3 up to 4 Years-3 Marks > 4 up to 5 Years-4 Marks More than 5 Years- 5 Marks	5
<b>Bidder's Capability</b>	<b>Financial Capability</b>	
	<b>Financial Capability</b> (Avg. annual turnover of last 3 years - FY 2022-23, 23-24 & 24-25) >3 Crores up to 5 Crores - 5 Marks >5 Crores up to 10 Crores - 7 Marks >10 Crores Above - 10 Marks	10
<b>Warranty</b>	<b>2 Years (Minimum)</b>	10
<b>OEM Authorization</b>	<b>The bidder should submit the OEM/OES/OPM or as subsidiary Authorization Certificate.</b>	5
<b>Total Marks</b>		<b>100</b>

Similar works refers to Supply / Upgradation of any "PEMS" to any Department or Ministry of the Government of India, any State Government, Public Sector Undertaking (PSU), Automobile Industry or any reputed private organization within India.

**Note:**

1. The pass marks in Equipment Specifications shall be 55 points out of 55 points.
2. The minimum pass marks Overall shall be 80 points (80%) out of 100 points.
3. ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time

**Additional Terms & Conditions (ATC)**

**Annexure - D**

**सामान्य नियम एवं शर्तें / General Terms & Conditions**

1. **Scope of Supply/Work:** Upgradation of existing Horiba PEMS (As per technical specification and scope of work defined in “Annexure - A”) Installed in VTL Department at ICAT Centre - 1, Manesar (Haryana).
2. **Site Visit:** Bidder is encouraged to visit the ICAT site to inspect the location where the PEMS is to be installed. The site visit will provide the bidders with an opportunity to assess the installation environment and ensure that the proposed solution is suitable for the specified location. The bidder should coordinate with the designated representative at ICAT to schedule the site visit.
3. **Project Completion Period (Inclusive of Delivery, Installation, Testing and Commissioning Activity):** The successful bidder shall ensure that the delivery of the PEMS (Portable Emission Measurement System), along with all necessary testing, installation, and commissioning, is completed in full within **20 weeks** from the date of receipt of the GeM Purchase Order (PO). The supplier shall also provide all required warranty documents at the time of delivery. The entire process, including the provision of warranty documentation, must be completed within the specified timeframe. Any delays beyond the stipulated period will be subject to penalties as per the terms outlined in the tender.
4. **Liquidity Damages (LD Clause):** In the event of a delay in delivery, installation, or commissioning beyond the stipulated period *from the date of award of the GeM Contract*, and where such delay is not attributable to the Purchaser, the Supplier shall be liable to pay Liquidated Damages (LD) to the Purchaser. The LD shall be levied at the rate of **0.5% (half percent)** of the total contract value for each week or part thereof delay, subject to a **maximum ceiling of 10% (ten percent) of the total contract value**. The imposition of LD shall not limit or restrict the Purchaser’s right to terminate the contract or pursue any other remedies available under law or contract.
5. **Payment Terms:** The total contract value shall be paid to the successful bidder in the following manner, subject to the successful completion of all contractual obligations related to the Upgradation of the PEMS:
  - **30% (Thirty Percent)** of the contract value shall be released in advance (Interest free) along with Purchase Order (PO) against ABG, of 110% of advance value.
  - **50% (Fifty Percent)** of the contract value shall be released upon receipt of the complete, defect-free material at the ICAT site, duly inspected and acknowledged by ICAT.

### Additional Terms & Conditions (ATC)

- 20% (Twenty Percent) of the contract value shall be released upon successful completion of installation and commissioning & Final Acceptance of the Upgraded Horiba PEMS at the ICAT site, certified by the authorized ICAT representative.

**Note :** If the L1 bidder delays the supply of equipment beyond the agreed timeline, or if the contract is terminated due to the bidder's default, the advance payment shall be treated as an interest-bearing advance. Interest shall be charged at the rate applicable to the General Provident Fund (GPF) on the date of release of the advance payment, plus 2%, compounded quarterly

**Above payment will be released subject to Submission of Following Documents to ICAT:**

- Original Tax Invoice
  - Original Challan
  - E-Way Bill (Both Part A & B)
  - Consignee LR Copy (if applicable)
  - Warranty/Guarantee Certificate of OEM.
6. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Equipment Up to ICAT Project Site in Bidder Scope).
  7. **Delivery/Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
  8. **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.
  9. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
  10. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  11. **Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
  12. **Product Availability and Support Condition:** The product offered must not be classified as "end-of-life" or "end-of-sale" as of the bid submission date. In the event that support for the quoted product

### Additional Terms & Conditions (ATC)

is discontinued or withdrawn prior to delivery, the bidder shall, at no additional cost to the purchaser, replace the quoted product with a superior alternative that meets or exceeds the original specifications. The replacement product must be of equivalent or higher quality and functionality, ensuring no disruption to the purchaser's requirements.

13. **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. ICAT will have the right to reject component/equipment supplied, if it does not comply with the specification at any point of installation/inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.
14. **Warranty Period:** The Upgradation of the PEMS shall be covered by a comprehensive on-site warranty for a minimum period of twenty-four (24) months from the date of delivery at the ICAT site. During this period, the supplier shall be fully responsible for addressing any premature failures or defects in the equipment, at no additional cost to the purchaser. This shall include the repair or replacement of defective components or the entire equipment, as necessary, on-site. The bidder shall submit a formal Warranty Declaration Letter, duly signed and printed on the bidder's official letterhead, along with the bid documents, explicitly confirming the provision of a 24-month comprehensive warranty for the supplied system and all upgraded components.
  - **Quality and Compliance:** The supplier warrants that all equipment and accessories supplied under this contract shall be:
    - New and unused.
    - Free from any defects in materials.
    - Workmanship, and manufacture Conforming to the specifications, drawings, and standards prescribed in the tender documents.
    - Compliant with the prevailing industry norms and best practices.
    - Any deviations from these quality requirements must be rectified promptly by the supplier at no cost to the purchaser.
  - **Defective Goods and Supplier's Responsibilities:** If any item is found to be defective or non-compliant during the warranty period, the supplier shall, upon written notice from ICAT, repair or replace the defective goods within forty-eight (48) hours of notification. In the event the supplier fails to rectify the defect within the stipulated period, ICAT reserves the right to

### Additional Terms & Conditions (ATC)

undertake the necessary repairs or replacements through a third party at the supplier's sole risk, cost, and expense, without prejudice to any other contractual or legal remedies available to the ICAT.

- **Replacement under Warranty:** All replacements of defective goods or components under the warranty shall be carried out by the supplier at no additional cost to the purchaser. This shall include Freight and transportation charges; Insurance costs; Customs duties (if applicable); On-site labor and any other incidental expenses incurred in the replacement process.
15. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.
- 16 **Performance Bank Guarantee (PBG):**
- **Performance Bank Guarantee (PBG) Requirement:** The selected bidder shall be required to provide a Performance Bank Guarantee (PBG) within 15 days from the date of the Notification of Award. The value of the PBG shall be equivalent to 5% of the total order value. The PBG shall include the full address of the issuing bank, along with the contact details of the person responsible, including name, contact number, fax number, and email ID.
  - **Validity of Performance Bank Guarantee:** The Performance Bank Guarantee shall remain valid for **31 months** from the date of award of contract to cover the completion and warranty period, or such other duration as stipulated in the contract.
  - **Failure to Submit Performance Bank Guarantee:** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder, without notice, and to forfeit the Earnest Money Deposit (EMD).
  - **Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfill its contractual obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.

### **Additional Terms & Conditions (ATC)**

- **Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded within 30 days following the successful completion of the contract period, specifically upon the expiry of the warranty and support services for the equipment.
- **No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG).

#### **17 Pre- Delivery Inspection:**

- Prior to the delivery of the upgraded PEMS (Portable Emission Measurement System) and all associated components, the selected bidder shall arrange for a Pre-Delivery Inspection (PDI) at their facility or a mutually agreed location. The purpose of the PDI is to verify that the equipment meets the specified technical requirements, quality standards, and contractual obligations.
- The bidder shall provide ICAT with reasonable notice of at least [30] days before the scheduled PDI to allow for the participation of ICAT's authorized representatives. During PDI, ICAT reserves the right to inspect, test, and verify the functionality of the equipment. Any discrepancies or deficiencies identified during the inspection shall be rectified by the bidder at no additional cost to ICAT, prior to shipment. Only upon successful completion of the PDI and formal approval by ICAT will the equipment be authorized for delivery.
- The Buyer reserves the right to either not attend the Pre-Delivery Inspection (PDI) or request a postponement of the PDI, for a maximum period of fifteen (15) days from the originally scheduled date, in order to allow the Buyer's representative(s) to attend such tests. In such cases, the Buyer must notify the Seller in writing at least fifteen (15) days prior to the scheduled PDI date. Should the Buyer request a postponement, no liquidated damages shall apply. If the Buyer informs the Seller within the specified time frame that it will not attend the PDI, or if the Buyer fails to attend the rescheduled PDI on the agreed-upon date, the Seller shall have the right to proceed with the PDI alone as scheduled. In such instances, the Certificate of Conformity and the Acceptance Test Report shall be signed solely by the Seller's Quality Assurance (QA) representative. These documents, bearing the sole signature of the Seller's QA representative, shall hold the same validity and effect as if signed by both parties. In the event the Buyer elects not to attend the PDI, the Buyer shall formally notify the Seller in writing of its decision to forgo attendance.
- All costs associated with the stay of the Buyer's Representative(s) in the location where the PDI is to be carried out, including travel expenses, boarding and loading, accommodation, and daily expenses, shall be borne by the Buyer.

### Additional Terms & Conditions (ATC)

18 **Training Requirement Clause:** As part of the scope of work for the Upgradation of the PEMS (Portable Emission Measurement System), the selected bidder shall be responsible for providing comprehensive training to the relevant personnel of the International Centre for Automotive Technology (ICAT), including both the Technical and Maintenance teams, during the acceptance and commissioning phase of the equipment. The training shall be conducted at the bidder's facility or at any other mutually agreed location. The training shall include, but not be limited to:

- **Installation Procedures:** The bidder shall provide detailed training to ICAT's Maintenance Team on the proper installation techniques and protocols specific to the supplied equipment.
- **Commissioning:** Both the Technical and Maintenance teams shall be trained in the commissioning process, ensuring operational readiness and compliance with performance specifications.
- **Operational Training:** The bidder shall also train the Operational Team on the execution of actual jobs using the upgraded emission testing facilities, covering all relevant functionalities and safety protocols.
- **Maintenance Training:** The Maintenance Team shall be trained on routine and preventive maintenance procedures, troubleshooting, and general upkeep of the equipment.

All costs related to the travel, boarding, lodging, accommodation, and daily expenses of ICAT's representatives attending the training shall be borne by the Buyer (ICAT). The bidder shall ensure that training materials, manuals, and necessary documentation are provided to ICAT in English and in both digital and printed formats as applicable.

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

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

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

ICAT reserves the exclusive and unconditional right to accept or reject, wholly or partially, any such proposed modifications or improvements at its sole discretion. If any proposals are accepted, ICAT

### Additional Terms & Conditions (ATC)

will issue a corrigendum detailing the approved changes. Consequently, the bid submission deadline may be extended to allow all prospective bidders sufficient time to consider the issued corrigendum and revise their submissions accordingly.

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

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

**20. Sub-Contracting:** Sub-contracting of any part of the **Upgradation of the PEMS** (Portable Emission Measurement System) and is strictly prohibited under this tender. The bidder shall be solely and fully responsible for executing the entire scope of work directly and shall not engage any third party, agent, or subcontractor to perform, in whole or in part, any obligations under the contract. All tasks related to supply, installation, commissioning, and associated services must be carried out by the bidder using its own resources and personnel. The successful bidder shall remain fully accountable for the performance, quality, and compliance of the work with all the terms, conditions, and specifications stipulated in the tender documents. Any attempt to sub-contract, assign, or delegate any portion of the contract without prior written approval from ICAT shall be deemed a material breach of contract and may result in immediate rejection of the bid, termination of the contract, and/or forfeiture of any performance guarantees or securities, at the sole discretion of ICAT.

21. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.

**22. Termination of Contract:** If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.

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

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

### Additional Terms & Conditions (ATC)

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

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

23. **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.
24. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be referred for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arise under and out of, or in connection with the work, if concluded, shall be referred to the **High Court of Haryana or any other court in the District of Gurugram (Haryana)**.
25. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.
26. Law of the Republic of India are applicable to this tender.
27. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
28. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
29. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee, or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:  
  
Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her

### Additional Terms & Conditions (ATC)

obligations resulting from any Force Majeure cause as referred to and/or defined above. Performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

30. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
- “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
  - “Fraudulent Practice” means misrepresentation or omission of facts in order to execution of contract.
  - “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
  - “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
  - During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
  - **Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.**
31. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
32. **Relaxation in Prior Turnover and Experience:** The condition of prior turnover and prior experience may be relaxed for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final..

**Additional Terms & Conditions (ATC)**

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

**Additional Terms & Conditions (ATC)**

**Form "I"**

**प्रदर्शन बैंक गारंटी प्रारूप / Performance Bank Guarantee Format**

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

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

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

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

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

### Additional Terms & Conditions (ATC)

would but for the provisions have the effect of releasing the surety.

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

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

Date:

Bank

Corporate Seal of the Bank

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

**Additional Terms & Conditions (ATC)**

**Form "II"**

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

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

**Additional Terms & Conditions (ATC)**

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

**Additional Terms & Conditions (ATC)**

**Form "III"**

ब्लैकलिस्टिंग/प्रतिबंध न लगने के संबंध में वचनबद्धता / **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 122050 (Haryana - India)

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

For.....

Authorised Signatory

Date:

**Additional Terms & Conditions (ATC)**

**Form "IV"**

**मेक इन इंडिया और जीएफआर 2017 के नियम 144(xi) के अनुपालन के संबंध में घोषणा / Declaration  
Regarding Make in India & Compliance of Rule 144(xi) of GFR 2017**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

**Authorised Signatory**

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

**Additional Terms & Conditions (ATC)**

**Form "V"**

**ईएमडी/बोली सुरक्षा के बदले घोषणा / Declaration In Lieu of EMD/Bid Security**

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

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

**Reference: "ICAT/GeM/VTL/Upgd OF Horiba PEMS/2025-26/522, Upgradation of existing HORIBA PEMS for RDE Test Facility at ICAT Centre - 1, Manesar (Haryana)."**

**Sir/Madam,**

We, the undersigned, solemnly declare that:

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

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

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

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

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

**(Signature with Date)**

**(Name and Designation)**

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

**Date on ..... day of .....**

**Place.....**

**Additional Terms & Conditions (ATC)**

**Form "VI"**

**बयाना राशि / Earnest Money Deposit**

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

**Date:** \_\_\_\_\_

International Centre for Automotive Technology  
Plot - 26, Sector - 3, IMT, Manesar,  
Gurugram - 122050

**Re: Tender No.** \_\_\_\_\_

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

OR

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

**Name of Bidder**

**Signature of Authorised Representative**

**Additional Terms & Conditions (ATC)**

**Form "VII"**

**हितों के टकराव के संबंध में घोषणा/Declaration In Respect of Conflict Interest**

**Tender No. ICAT/GeM/VTL/Upgd of Horiba PEMS/2025-26/522**

**Tender Detail: "Upgradation of existing Horiba PEMS for RDE Test Facility at ICAT Centre - 1, Manesar (Haryana)."**

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

**Additional Terms & Conditions (ATC)**


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

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

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

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

- (1) they are members of a Hindu Undivided Family;
- (2) they are husband and wife; or
- (3) A person shall be deemed to be the relative of another, if he or she is related to another in the following

### Additional Terms & Conditions (ATC)

manner, namely:-

- a. Father including step-father,
- b. Mother including step-mother,
- c. Son including step-son,
- d. Son's wife,
- e. Daughter,
- f. Daughter's husband,
- g. Brother including step-brother,
- h. Sister including step-sister.

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

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

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

**Additional Terms & Conditions (ATC)**

*management units in same/ similar line of business.*

- i) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

**Additional Terms & Conditions (ATC)**

**Form "VIII"**

**उत्पाद समर्थन घोषणा / Product Support Declaration**

(To be submitted on Bidder Letter Head)

Letter No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

**The Purchase Officer**

**International Centre For Automotive Technology**

**Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram 122050 (Haryana)**

**Sub: OEM Declaration**

**Dear Sir,**

**Ref: Your ATC Reference No: ICAT/GeM/VTL/Upgd of Horiba PEMS/2025-26/522**

**[Bidder's Company Name]** hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for **"ICAT/GeM/VTL/UPGD OF Horiba PEMS/2025-26/522, Upgradation of existing HORIBA PEMS for RDE Test Facility at ICAT Centre - 1, Manesar (Haryana)"**

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

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

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

For M/s \_\_\_\_\_

Signature & company seal

Name Designation

Email

Mobile No.

**Additional Terms & Conditions (ATC)**

**Form "IX"**

बोलीदाता या ओईएम से घोषणा और वचनबद्धता / **Declaration and Undertaking from Bidder Or OEM**

(To be submitted Original on the OEM Letter Head)

Date: \_\_\_\_\_

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against Tender No ICAT/GeM/VTL/Upgd of Horiba PEMS/2025-26/522. for **"Upgradation of existing HORIBA PEMS for RDE Test Facility at ICAT Centre - 1, Manesar (Haryana)."**

Dear Sir/Madam,

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

Hereby provide the following confirmation:

1. The Product supplied by us are certified and fully compatible with the offered solution.
2. The Product's supplied and available are not classified as End-of-Life (EOL) or End-of-Sale (EOS) for a period of five years from the date of acceptance. If any part is found to be End-of-Life after installation, we undertake full responsibility to replace the part(s) with newer, fully compatible components and to implement the replacement at no additional cost to the International Centre for Automotive Technology (ICAT) during the warranty period of two (2) years (24 Months).

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

For M/s \_\_\_\_\_ (Name of the OEM/Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

**Additional Terms & Conditions (ATC)**

**Form "X (A)"**

**विचलन निषेध / 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 122050 (Haryana)

**Sub:** No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s \_\_\_\_\_

Signature & company seal

Name Designation

Email

Mobile No.

**Additional Terms & Conditions (ATC)**

**Form X(B)**

**संशोधन और सुधार के सुझाव / Modification and Improvement Suggested**

(To be submitted Original on Bidder Letter Head)

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

<b>Subject</b>	<b>Proposed Modification or Improvement to the Conditions of Contract</b>
<i>[Explain in detail what alternative solution are you proposing]</i>	
<b>Reasons for the proposed solution to be superior than initial requirement</b>	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i>	

**Signature of Authorized Signatory with Stamp**

For M/s \_\_\_\_\_

Signature & company seal

Name Designation

Email

Mobile No.

**Additional Terms & Conditions (ATC)**

**Form "XI"**

उत्पाद अनुपालन हेतु वचनबद्धता / **Undertaking for Product Compliance**

(To be submitted Original on Bidder Letter Head)

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

**Sub:** Undertaking for Product Compliance

**Dear Sir/ Madam,**

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

Date: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**Additional Terms & Conditions (ATC)**

**Form "XII"**

**उपक्रम / 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/Upgd of Horiba PEMS/2025-26/522** as per the requirement during the period of contract.

Dated:

Place:

**(Signature of the bidder with seal/rubber stamp)**

**Additional Terms & Conditions (ATC)**

**Form "XIII"**

गैर-उप-अनुबंध के लिए वचनबद्धता / **Undertaking for Non Sub-Contracting**

(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 122050 (Haryana)

**Sub:** Undertaking for Non-Subcontracting

**Dear Sir/Ma'am,**

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

Date: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**Additional Terms & Conditions (ATC)**

**Form "XIV"**

निर्माता प्राधिकरण प्रपत्र (एमएफ) / **Manufacturer's Authorization Certificate, MAF**

(To be submitted Original on OEM Letter Head)

**MAF No.**

**Dated:**

**To,**

**The Purchase Office,**

**International Centre For Automotive Technology**

**Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurgaon 122050 (Haryana)**

**Sub:** Manufacture's Authorization Form (MAF)

**Dear Sir/Ma'am,**

**Tender Reference No. ICAT/GeM/VTL/Upgd of Horiba PEMS/2025-26/522**

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

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

Yours faithfully,

(Name)

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

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

**Additional Terms & Conditions (ATC)**

**Form "XV"**

**अनुबंध का विवरण / Details of Contracts**

(To be submitted Original on Bidder Letter Head)

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

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

**Additional Terms & Conditions (ATC)**

**Form XVI**

**मूल्य औचित्य घोषणा पत्र / Price Reasonability Declaration Letter**

To

The Director,

International Centre for Automotive Technology (ICAT),

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

Plot No. 26, Sector 3, IMT Manesar, Gurugram - 122050, Haryana (India).

**Subject: Upgradation of existing HORIBA PEMS for RDE Test Facility at ICAT Centre - 1, Manesar (Haryana)**

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

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

Thanking you,

Yours faithfully,

**For and on behalf of M/s** \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Seal of the Bidder: \_\_\_\_\_

Date & Place: \_\_\_\_\_