बिड संख्या/Bid Number: GEM/2026/B/8167153
दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-11-2026 17:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :chitra.hans@nabindia.in Buyer Email id: vikas.sharma@icat.in
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - PESO License; PESO License Consultant; No; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वित्तीय वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Financial Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	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	5 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	900000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	20000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

International Centre For Automotive Technology
Unit - National Automotive Board (NAB), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050 (Haryana)
(International Centre For Automotive Technology)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service

provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. 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.
5. 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.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

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

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

Price Breakup - 1792061725.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:1792061749.pdf

Profile of Consultants:1792061755.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
28-10-2026 14:00:00	ETL Meeting Room, International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050 (Haryana)

Hiring Of Consultants - Milestone/Deliverable Based - PESO License; PESO License Consultant; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	PESO License
Consultant's Profile	PESO License Consultant
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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 TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

3. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment 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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---

ATC – Additional Terms & Conditions

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Hiring Consultant for PESO License

ATC – Additional Terms & Conditions

Notice Inviting Tender (NIT)

The Director, International Centre for Automotive Technology (ICAT), GSTIN 06AABAN9435G2ZI, a Division of the National Automotive Board (NAB), Ministry of Heavy Industries, Government of India, invites sealed/e-proposals under Two-Bid System (Technical Bid and Financial Bid) for "Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana), in accordance with the Scope of Work and terms & conditions specified in the Additional Terms & Conditions (ATC) document".

Tender Activity Schedule

Description of work	Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana), in accordance with the Scope of Work and terms & conditions specified in the Additional Terms & Conditions (ATC) document
Scope of Work	Please refer Chapter – 1 & 2 of the ATC Document for the detailed Scope of Work, deliverables, technical requirements and associated services.
Site Location	International Centre For Automotive Technology, Plot No. 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram – 122050 (Haryana)
Earnest Money Deposit (EMD) Or Bid Security Declaration	Earnest Money Deposit (EMD): *INR 20,000/- (Rupees Twenty Thousand Only)* shall be submitted in form of DD/Bank Guarantee/Banker's Cheque& FDR drawn in favor 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 registered as Start-ups or Micro and Small Enterprises (MSEs), as defined under the Public Procurement Policy for Micro and Small Enterprises (MSEs) issued by the Ministry of Micro, Small and Medium Enterprises (MSME), or firms registered with the Central Purchase Organization (CPO) or the concerned Ministry/Department, shall be exempted from payment of Earnest Money Deposit (EMD), subject to submission of a self-attested copy of the valid registration certificate along with the Technical Bid. The registration certificate shall be valid on the date of submission of bids and for a minimum period of Six (6) Months thereafter. Note: Traders, distributors, sole agents, and entities engaged in work contracts shall not be eligible for availing benefits under the MSME category. Or In place of a Bid security, Bidders can submit Bid securing declaration as per *"Form III"* accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.
Eligibility Criteria	Refer *"Chapter 3"* of the ATC Document
The Last Date of Receipt of Queries if any,	**Submission of Pre-Bid Queries** Bidders are required to submit their queries, if any, in writing to ***E-mail ID by*** *27/10/2026 up to 1700 Hrs.*

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Date for Clarification Meeting	**Pre-Bid Meeting** shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process. ➢ **Date:** *28/10/2026* ➢ **Time:** *14:00 Hrs.* ➢ **Venue:** *ETL Meeting Room (Second Floor) C/o International Centre For Automotive Technology, Plot No. 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram – 122050 (Haryana)* ➢ **Mode:** *Physical Meeting* All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.

ICAT Bank Details for *NEFT/RTGS* (In case any bidder deposits the EMD of *INR 20,000/- (Rupees Twenty Thousand Only)* through NEFT/RTGS)

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

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

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Chapter – 1
Technical Conditions of Contract – TCC

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, invites online bids through the Government e-Marketplace (GeM) Portal under Open Bidding Mode from eligible and experienced agencies/consultants for **"Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana), in accordance with the Scope of Work and terms & conditions specified in the Additional Terms & Conditions (ATC) document."**

1. **Background and Objective of the Assignment**
   International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Ministry of Heavy Industries, Government of India, is a premier automotive testing, certification, homologation, and research & development organization. ICAT provides state-of-the-art facilities for testing, validation, certification, and development of vehicles, automotive systems, components, and emerging technologies, including alternative fuels, electric mobility, and hydrogen-based propulsion systems. Through its advanced infrastructure and technical expertise, ICAT plays a pivotal role in supporting the growth, innovation, and regulatory compliance requirements of the Indian automotive industry.
   The Engine Test Laboratory (ETL) at ICAT is presently undertaking the upgradation of its existing Conventional Engine Test Bed Facility for the testing, validation, and development of Hydrogen Internal Combustion Engine (H_2-ICE) technologies. As part of this upgradation, the establishment and operation of a Hydrogen Gas Fuel Storage Facility is envisaged.
   In accordance with the applicable statutory and regulatory requirements, obtaining the requisite PESO Drawing Approval and Final PESO License for the proposed Hydrogen Gas Fuel Storage Facility is a mandatory prerequisite for commissioning and operationalization of the upgraded H_2-ICE test facility. Considering the specialized nature of hydrogen-related safety regulations, statutory compliance requirements, and the critical importance of timely project implementation, ICAT intends to engage the services of a qualified, competent, and experienced consultant.
   The selected Consultant shall provide end-to-end consultancy and statutory compliance support services for obtaining the requisite PESO approvals and Final PESO License, including but not limited to technical review, preparation and vetting of drawings, preparation and submission of statutory applications, liaison with PESO authorities, response to statutory observations, coordination during inspections, compliance closure activities, and all other services necessary for successful issuance of the PESO Drawing Approval and Final PESO License for the Hydrogen Gas Fuel Storage Facility.
   The detailed Scope of Work, deliverables, responsibilities, and contractual obligations of the Consultant are specified elsewhere in this Tender Document.

2. **Scope of Work:** The selected Consultant shall provide comprehensive end-to-end consultancy services for obtaining the requisite PESO Drawing Approval and Final PESO License for the proposed Hydrogen (H_2) Gas Storage Facility/Hydrogen Gas Fuel Yard at the Engine Test Laboratory (ETL), ICAT Centre-I, Manesar (Haryana). The scope shall include all activities necessary for statutory approvals, regulatory compliance, documentation, liaison, inspection support, and successful issuance of approvals/licenses from the Petroleum and Explosives Safety Organisation (PESO). **The scope of services shall include, but not be limited to, the following**

2.1 **PESO Drawing Approval - The Consultant shall**

a) Visit ICAT and undertake a detailed assessment of the proposed Hydrogen Gas Storage Facility, including review of the layout, installation philosophy, and associated systems.
b) Examine and verify compliance of the proposed facility with applicable statutory provisions, including PESO requirements, Gas Cylinder Rules, Static and Mobile Pressure Vessels (Unfired) Rules, relevant Indian Standards, and other applicable regulations.

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c) Review all available engineering documents, technical information, and design inputs provided by ICAT and prepare all necessary drawings and supporting documentation required for obtaining PESO Drawing Approval.
d) Guide and assist ICAT in compilation and completion of statutory documentation required for submission to PESO.
e) Prepare, compile, and submit all statutory applications, declarations, certificates, calculations, drawings, compliance statements, and supporting documents as required by PESO.
f) Submit applications through the PESO online portal and/or any other prescribed mode and ensure completion of all procedural requirements.
g) Monitor the progress of the application, coordinate with PESO authorities, and promptly communicate any queries, observations, or additional requirements to ICAT.
h) Coordinate all activities associated with PESO site visits, inspections, technical reviews, and statutory evaluations.
i) Provide technical assistance during PESO inspections and facilitate closure of observations, comments, and compliance requirements raised by PESO.
j) Liaise and follow up regularly with PESO authorities for expeditious processing of the application.
k) Obtain and hand over the official PESO Drawing Approval permitting installation and establishment of the Hydrogen Gas Storage Facility.

2.2 **Final PESO License - Subsequent to installation of the facility, the Consultant shall**

a) Prepare As-Built Drawings and all other drawings and documents required for obtaining the Final PESO License.
b) Verify that the completed installation conforms to the approved PESO drawings, applicable statutory requirements, and relevant safety standards.
c) Prepare and compile the complete set of statutory documents, declarations, certificates, and compliance records required for obtaining the Final PESO License.
d) Submit the Final License application through the PESO portal and undertake all related procedural formalities.
e) Attend and participate in technical discussions, meetings, and consultations with PESO authorities whenever required.
f) Prepare and submit responses to all queries, deficiency letters, observations, or communications issued by PESO.
g) Coordinate closure of all inspection observations and ensure compliance with all statutory requirements.
h) Remain available at site or at the offices of the concerned authority, as required, during inspection, technical discussions, or review meetings.
i) Obtain and hand over the Final PESO License for operation of the Hydrogen Gas Storage Facility/ Hydrogen Gas Fuel Yard.

2.3 **Deliverables -** The Consultant shall submit, wherever applicable, the following deliverables during the execution of the assignment:

a) Site Assessment Report;
b) Statutory Compliance Checklist;
c) Engineering Drawings and Design Documents;
d) Complete Application Dossiers and Supporting Documentation;
e) Statutory Calculations, Certificates, Declarations, and Compliance Reports;
f) Online Submission Records, Acknowledgements, and Correspondence;
g) Responses to Queries, Deficiency Notes, and Observations raised by PESO;
h) Revised Drawings and Documents, wherever required;
i) As-Built Drawings;
j) Final Statutory Documentation Package;
k) Copy of PESO Drawing Approval;
l) Copy of Final PESO License; and

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m) Soft Copies and Hard Copies of all submitted, approved, and final documents.

2.4 **Consultant's Responsibilities**

a) The Consultant shall be solely responsible for the correctness, completeness, adequacy, and statutory compliance of all drawings, calculations, applications, certificates, declarations, and other documents submitted to PESO.

b) The Consultant shall incorporate, without any additional cost to ICAT, all revisions, modifications, clarifications, and additional submissions required by PESO or any other competent authority until issuance of the Final PESO License.

c) The Consultant shall deploy qualified and experienced personnel possessing adequate expertise in PESO approvals and statutory compliance for hydrogen storage and related installations.

d) The Consultant shall maintain close coordination with ICAT and provide periodic updates regarding progress of approvals, inspections, observations, and compliance actions.

e) Acceptance, review, or verification of documents by ICAT shall not relieve the Consultant of its obligations, responsibilities, or liabilities under the Contract.

2.5 **Validity and Renewal of PESO License:** The Consultant shall obtain and hand over to ICAT a valid PESO License with a validity period of Five (5) Years for the Hydrogen Gas Storage Facility. All activities required for obtaining the license, including statutory approvals, documentation, liaisoning, inspections, and regulatory compliances, shall be in the Consultant's scope.
All costs associated with obtaining the PESO License, including statutory fees, authority charges, liaison expenses, documentation costs, travel, boarding, lodging, local conveyance, communication expenses, and all other incidental expenditure, shall be deemed included in the quoted Contract Price. No separate payment or reimbursement shall be payable by ICAT on this account. The Contract shall be considered complete only upon successful issuance and submission of the valid Five (5) Year PESO License to ICAT.

3. **Completion Requirement:** The scope of the assignment shall be deemed to have been successfully completed only upon obtaining and handing over to ICAT the PESO Drawing Approval and the Final PESO License, along with all associated approved drawings, statutory documents, records, and deliverables as specified in the Contract.

For any technical clarification or to arrange a site visit, the prospective bidders may contact the undersigned at the details provided below during normal working hours on any working day.

SI No.	Contact Person	Department	Mail ID	Contact Number
1	Mr. Vinay Chauhan	ETL	vinay.chauhan@icat.in	+91 8171587887 (M)
2	Mr. Vaibhav Prashant Yadav	ETL	vaibhav.yadav@icat.in	+91 8449931000 (M)

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Chapter – 2
Special Conditions of Contract – SCC

Consultancy Services for Obtaining PESO Drawing Approval and Final PESO License for Hydrogen Gas Storage Facility at ICAT

1. **Scope-Specific Applicability:** These Special Conditions of Contract shall apply specifically to the consultancy services for obtaining PESO Drawing Approval and Final PESO License for the proposed Hydrogen Gas Storage Facility/Hydrogen Gas Fuel Yard in connection with the upgradation of the existing Conventional Engine Test Bed Facility of ICAT for Hydrogen Internal Combustion Engine (H2-ICE) testing and development.
   The provisions contained herein shall be read in conjunction with the Scope of Work, Technical Specifications, General Conditions of Contract, tender terms and conditions, and any other document forming part of the contract.

2. **End-to-End Responsibility of Consultant:** The Consultant shall be responsible for providing complete end-to-end professional consultancy services required for obtaining the requisite statutory approvals from PESO, including but not limited to preparation, review, submission, coordination, follow-up, compliance, query resolution, inspection support, and obtaining of
   a) **PESO Drawing Approval for the Hydrogen Gas Storage Facility; and**
   b) **Final PESO License for operation of the Hydrogen Gas Storage Facility.**
   The Consultant's responsibility shall continue until the final PESO license is obtained and handed over to ICAT.

3. **Site Visit and Technical Assessment:** The Consultant shall visit ICAT site as and when required for understanding the proposed Hydrogen Gas Storage Facility, reviewing the proposed layout, installation philosophy, site conditions, safety aspects, and statutory requirements.
   The Consultant shall carry out a detailed assessment of the site and verify the suitability of the proposed arrangement with reference to applicable PESO requirements, statutory rules, relevant Indian Standards, and good engineering practices.

4. **Compliance with Statutory Rules and Regulations:** The Consultant shall ensure full compliance with all applicable statutory provisions, including but not limited to PESO requirements, Gas Cylinders Rules, Static and Mobile Pressure Vessels Rules, applicable Indian Standards, safety norms, and any other statutory or regulatory requirement applicable to hydrogen storage and associated installations.
   Any omission or non-compliance observed by PESO or any statutory authority shall be rectified by the Consultant without any additional financial implication to ICAT, provided such omission relates to the Consultant's scope of work.

5. **Preparation and Submission of Drawings and Documents:** The Consultant shall prepare, review, modify, and submit all necessary drawings, engineering documents, calculations, declarations, certificates, application forms, compliance documents, and any other document required for PESO approval. The Consultant shall ensure that all drawings and documents submitted to PESO are complete, accurate, technically sound, and compliant with applicable statutory requirements.

6. **PESO Online Application and Portal Submission:** The Consultant shall be responsible for preparation and submission of applications through the PESO online portal or any other prescribed mode. The Consultant shall ensure timely uploading of all required documents, payment challans wherever applicable, declarations, drawings, and correspondence required for processing of applications.
   ICAT shall provide necessary institutional support and documents available with ICAT, wherever required. However, overall responsibility for application preparation, submission, monitoring, and follow-up shall remain with the Consultant.

7. **Liaison and Coordination with PESO Authorities:** The Consultant shall undertake regular liaison, coordination, technical discussion, and follow-up with PESO authorities for expeditious processing of the application.

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The Consultant shall promptly respond to all queries, observations, clarifications, deficiency letters, or directions issued by PESO and shall suitably revise drawings or documents, wherever required, without any additional cost to ICAT.

8. **PESO Inspection Support:** The Consultant shall coordinate and support ICAT during PESO inspection, including pre-inspection preparedness, site coordination, technical explanation, submission of documents, and closure of inspection observations.
   The Consultant shall remain available for technical discussion during PESO inspection or subsequent review meetings, either at site or at PESO office, as may be required for completion of the approval/licensing process.

9. **Final License Activities:** After completion of installation, the Consultant shall prepare as-built drawings and other applicable documents required for obtaining the Final PESO License.
   The Consultant shall verify that the installed facility conforms to the approved PESO drawings, applicable statutory requirements, and relevant safety norms before submission of the Final License application. The Consultant shall prepare and submit the Final License application and shall provide all support until issuance of the Final PESO License.

10. **Deliverables:** The Consultant shall submit the following deliverables, wherever applicable
    i. Site Assessment Report;
    ii. Compliance Checklist;
    iii. Engineering drawings prepared for PESO submission;
    iv. PESO application forms and supporting documents;
    v. Statutory declarations, calculations, certificates, and undertakings;
    vi. Online submission records and acknowledgements;
    vii. Query response documents submitted to PESO;
    viii. Revised drawings and documents, if any;
    ix. As-built drawings after final installation;
    x. Final statutory documentation;
    xi. Copy of PESO Drawing Approval;
    xii. Copy of Final PESO License; and
    xiii. Soft copies and hard copies of all submitted and approved documents.

11. **Responsibility for Correctness and Completeness:** The Consultant shall be solely responsible for the correctness, completeness, adequacy, and statutory compliance of all drawings, calculations, declarations, documents, and submissions made to PESO.
    Acceptance or review of any document by ICAT shall not absolve the Consultant from its contractual, technical, professional, and statutory responsibilities under the contract.

12. **Modifications and Revisions Required by PESO:** The Consultant shall incorporate all modifications, revisions, corrections, clarifications, or additional submissions required by PESO or any statutory authority during the approval or licensing process without any additional cost to ICAT.
    The Consultant shall continue to provide support until the PESO Drawing Approval and Final PESO License are obtained.

13. **Travel and Incidental Expenses:** The Consultant shall make its own arrangements for travel, local conveyance, boarding, lodging, food, communication, and all other incidental expenses for its personnel. No separate payment shall be made by ICAT towards travel, lodging, boarding, local conveyance, out-of-pocket expenses, or any other incidental expenditure unless specifically provided in the contract.

14. **Statutory Fees:** All statutory fees, government levies, application charges, approval fees, inspection charges, and any other fees payable to PESO or any Central/State Government Authority, Statutory Body, Regulatory Authority, or Local Authority in connection with execution of the work and obtaining the PESO approvals/licenses shall be borne solely by the Consultant and shall be deemed to be included in the quoted Contract Price.

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The quoted price shall be **firm, fixed, and all-inclusive**, covering all costs required for successful completion of the assignment. **No separate payment, reimbursement, claim, compensation, or escalation on account of any statutory fees, charges, taxes, approvals, permissions, or incidental expenses shall be admissible to the Consultant over and above the Contract Value.** Any omission or failure by the Consultant to account for such costs at the bidding stage shall not absolve the Consultant of its contractual obligations.

15. **Time Schedule:** The Consultant shall complete the assigned scope of work within the timelines stipulated in the contract or as mutually agreed by ICAT. The Consultant shall ensure timely submission of applications, replies, revised documents, and compliance reports so that the project timeline of ICAT is not adversely affected. Any delay attributable to the Consultant may attract contractual remedies as per the provisions of the contract.

16. **Professional Competence and Due Diligence:** The Consultant shall perform the services with due diligence, professional skill, care, technical competence, and in accordance with applicable statutory requirements and generally accepted engineering practices.
The Consultant shall deploy qualified and experienced personnel having adequate knowledge of PESO approval and licensing procedures, particularly for gas storage, hydrogen-related installations, and associated safety requirements.

17. **No Additional Claim:** No additional claim shall be entertained by ICAT on account of repeated visits, clarifications, resubmissions, revised drawings, PESO queries, inspection observations, technical discussions, or any other activity necessary for obtaining the PESO Drawing Approval and Final PESO License, unless such additional work is outside the awarded scope and is specifically approved by ICAT in writing.

18. **Completion Period**

18.1 The scope of the assignment shall be deemed to have been successfully completed only upon obtaining and handing over to ICAT the PESO Drawing Approval and the Final PESO License for the Hydrogen Gas Storage Facility/Hydrogen Gas Fuel Yard, together with all approved drawings, statutory approvals, licenses, applications, records, reports, correspondence, compliance documents, and other deliverables required under the Contract.
The Consultant shall complete the entire scope of work, including obtaining the PESO Drawing Approval and the Final PESO License, within a period of *Two Hundred Ten (210) Calendar Days* from the date of issuance of the GeM Contract/Purchase Order by ICAT.
The Consultant shall deploy adequate qualified manpower, technical expertise, and other necessary resources to ensure timely execution of the assignment and adherence to the stipulated completion period. The Consultant shall also be responsible for timely submission of applications, statutory documents, drawings, compliance reports, responses to observations, and all other actions required for obtaining the requisite approvals and license from PESO.
For this Contract, the assignment shall be considered fully completed only upon:
a. Issuance and handover of the **PESO Drawing Approval** and **Final PESO License in favour of ICAT**.
b. Submission of all approved drawings, statutory documents, records, correspondence, and other contractual deliverables; and
c. Formal acceptance of the deliverables by ICAT.

18.2 Any delay attributable to the Consultant in achieving the above milestones within the stipulated completion period shall constitute a delay in performance and shall attract appropriate contractual remedies, including Liquidated Damages, as applicable under the Contract.

18.3 Delay on account of non-submission of required documents, information, drawings, technical details, certificates, clarifications, or compliance inputs by ICAT, or delay attributable to statutory authorities beyond the Consultant's reasonable control after timely submission of complete applications and compliance requirements by the Consultant, shall not be considered as delay

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attributable to the Consultant. The Consultant shall, however, furnish documentary evidence substantiating such delays whenever required by ICAT.

19. Liquidated Damages (LD)

19.1 The Consultant shall complete the entire scope of work, including obtaining and handing over the PESO Drawing Approval and Final PESO License in favour of ICAT, within the Completion Period specified in the Contract.

19.2 In the event of delay in completion of the assignment attributable to the Consultant, Liquidated Damages (LD) shall be levied at the rate of **0.5% (Half Percent) of the Total Contract Value** for each week or part thereof of delay, subject to a maximum of **10% (Ten Percent) of the Total Contract Value**.

19.3 **To this clause, the assignment shall be deemed completed only upon:**

a. Issuance and handover of the PESO Drawing Approval and Final PESO License in favour of ICAT;
b. Submission of all approved drawings, statutory approvals, licenses, records, reports, correspondence, compliance documents, and other deliverables required under the Contract; and
c. Formal acceptance of all deliverables by ICAT.

19.4 The Liquidated Damages so levied shall be recovered from any amount due or becoming due to the Consultant under the Contract, including pending milestone payments, Performance Security, or through any other legally permissible means available to ICAT.

19.5 Imposition of Liquidated Damages shall not relieve the Consultant of its obligation to complete the assignment in accordance with the Contract, nor shall it prejudice any other rights or remedies available to ICAT under the Contract or applicable law.

19.6 **No Liquidated Damages shall be applicable for delays arising solely due to:**

a. Delay in providing information, documents, approvals, or inputs by ICAT;
b. Delay on the part of PESO or any statutory authority, provided the Consultant has submitted complete applications, requisite documents, and complied with all statutory requirements within the prescribed timelines; or
c. Events qualifying as Force Majeure under the provisions of the Contract.

19.7 The Consultant shall furnish documentary evidence to the satisfaction of ICAT in support of any claim that the delay was beyond its control and not attributable to its acts, omissions, negligence, or failure to perform its contractual obligations diligently.

19.8 The maximum cumulative Liquidated Damages recoverable under the Contract shall not **exceed 10% (Ten Percent) of the Total Contract Value**, beyond which ICAT shall reserve the right to take appropriate action in accordance with the provisions of the Contract, including termination for default, wherever considered necessary.

20. Payment Terms

20.1 **Payment Schedule:** The Contract Price shall be released by ICAT to the Consultant in the following manner, subject to satisfactory performance of the services and submission of requisite documents

a. **First Milestone Payment (30% of the Contract Value):** Thirty Percent (30%) of the total Contract Value shall be released upon successful preparation and submission of all requisite drawings, documents, applications, and obtaining approval of the drawings from the concerned statutory authority/PESO, as applicable, and certification of the corresponding milestone completion by ICAT.
b. **Final Payment (70% of the Contract Value):** The balance Seventy Percent (70%) of the total Contract Value shall be released only upon successful obtaining and handing over of the Final PESO License in favour of ICAT for the Hydrogen Gas Storage Facility/Hydrogen Gas Fuel Yard, along with all approved drawings, statutory approvals, licenses, reports, records, compliance documents, and other contractual deliverables, and upon submission of a GST-compliant invoice.

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c. **Statutory Fees and Approval Charges:** The Consultant shall be solely responsible for payment of all statutory fees, application charges, scrutiny fees, approval fees, license fees, inspection charges, portal charges, and any other fees payable to PESO or any other competent authority in connection with obtaining the PESO Drawing Approval and Final PESO License. No separate reimbursement whatsoever shall be admissible by ICAT on this account.

d. **Inclusive Price Requirement:** The Bidder/Consultant shall be deemed to have carefully considered and included all costs associated with execution of the assignment, including statutory fees, authority charges, liaison expenses, documentation costs, travel, boarding, lodging, local conveyance, communication expenses, and all other incidental expenditures, in its quoted Contract Price. No additional payment, escalation, or reimbursement shall be entertained by ICAT on any such account during the currency of the Contract.

e. **Payment Timeline:** Payments due under the Contract shall be released within **thirty (30) days** from the date of receipt of the duly certified milestone deliverables and submission of a valid GST-compliant invoice, subject to fulfilment of all contractual obligations by the Consultant.

21. Force Majeure

21.1 Neither Party shall be liable for any failure or delay in performance of its contractual obligations to the extent such failure or delay is caused by an event of Force Majeure, including but not limited to acts of God, floods, earthquakes, fire, epidemics, pandemics, war, acts of terrorism, civil commotion, riots, strikes of a general nature, government restrictions, change in law, nationwide lockdowns, or any other event beyond the reasonable control of the affected Party and not arising out of its negligence, default, or lack of diligence.

21.2 The Party affected by a Force Majeure event shall notify the other Party in writing within seven (7) days from the occurrence of such event, furnishing reasonably sufficient evidence of the nature, extent, and anticipated impact of the event on performance of the Contract.

21.3 The affected Party shall make all reasonable efforts to mitigate the consequences of the Force Majeure event and resume performance of its obligations at the earliest possible opportunity.

21.4 The period of performance and completion schedule under the Contract shall be extended for a duration equal to the period during which the Force Majeure event continues to affect the performance of the contractual obligations, subject to verification and acceptance by ICAT.

21.5 For avoidance of doubt, delays arising out of inadequate planning, deployment of insufficient resources, financial difficulties, non-availability of personnel, non-performance of subcontractors, or failure to pursue approvals and statutory compliances diligently shall not constitute Force Majeure.

21.6 If a Force Majeure event continues for a period exceeding ninety (90) consecutive days, ICAT shall reserve the right to review the continuation of the Contract and take an appropriate decision, including termination of the Contract, without any financial liability except for services satisfactorily performed up to the date of such termination.

22. Consultant's Liability and Indemnity

22.1 The Consultant shall be solely responsible for the accuracy, completeness, correctness, adequacy, quality, and statutory compliance of all drawings, designs, calculations, applications, reports, certificates, declarations, submissions, documents, recommendations, and other deliverables prepared and submitted under the Contract.

22.2 The Consultant shall exercise due diligence, professional skill, care, and competence expected from a qualified and experienced agency engaged in obtaining statutory approvals and licenses from PESO and other competent authorities.

22.3 Acceptance, review, scrutiny, verification, comments, observations, or approval of any document or deliverable by ICAT shall not relieve the Consultant of any responsibility, liability, or obligation arising out of the Contract, nor shall the same be construed as acceptance of any deficiency, error, omission, or non-compliance.

22.4 The Consultant shall be fully responsible for rectifying, at its own cost and without any additional financial implication to ICAT, any error, omission, defect, deficiency, non-compliance, discrepancy, or inadequacy in the documents, drawings, applications, or submissions prepared by it, which may

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be identified by ICAT, PESO, or any other competent authority during the execution of the Contract or before issuance of the Final PESO License.

22.5 The Consultant shall indemnify, defend, and keep indemnified ICAT, its officers, employees, representatives, and agents from and against all losses, damages, liabilities, claims, demands, actions, proceedings, penalties, costs, expenses, and charges, including reasonable legal expenses, arising out of or in connection with:

a. Any breach of the terms and conditions of the Contract by the Consultant;
b. Any negligent act, error, omission, misconduct, or default attributable to the Consultant, its employees, representatives, associates, or subcontractors;
c. Submission of incorrect, misleading, incomplete, defective, or non-compliant drawings, calculations, applications, reports, certificates, declarations, or other documents;
d. Violation of any applicable law, rule, regulation, statutory requirement, or regulatory guideline by the Consultant in the performance of the Contract; and
e. Any third-party claim arising out of the acts, omissions, or negligence of the Consultant during execution of the assignment.

22.6 If, due to any error, omission, negligence, or non-compliance attributable to the Consultant, the PESO Drawing Approval or Final PESO License is delayed, suspended, rejected, cancelled, withdrawn, or subjected to regulatory action, the Consultant shall be liable for all consequences arising therefrom and shall undertake all corrective actions required for obtaining the approval/license without any additional cost to ICAT.

22.7 The total cumulative liability of the Consultant under the Contract, other than liability arising from fraud, wilful misconduct, gross negligence, breach of confidentiality, intellectual property infringement, statutory violations, or indemnity obligations, shall not exceed the Total Contract Value.

22.8 The provisions of this Clause shall survive completion, expiration, termination, or closure of the Contract and shall remain enforceable notwithstanding settlement of accounts between the Parties.

22.9 The remedies available to ICAT under this Clause shall be in addition to, and not in limitation of, any other rights and remedies available under the Contract or under applicable laws for the time being in force.

23. Confidentiality: The Consultant shall maintain strict confidentiality of all drawings, technical data, layouts, documents, site information, project details, and any other information provided by ICAT. No information shall be disclosed to any third party without prior written consent of ICAT, except where such disclosure is required for submission to PESO or any statutory authority for the purpose of obtaining approval/license.

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Chapter – 3
Minimum Eligibility Criteria – MEC

Minimum Eligibility Criteria: The bidder shall fulfil the following eligibility criteria. Documentary evidence in support of the eligibility criteria shall be submitted along with the Technical Bid. Bids not meeting the following eligibility requirements or not supported by the requisite documentary evidence shall be liable to be treated as **non-responsive** and may be rejected without any further evaluation.

Minimum Eligibility Criteria for the Bidders:

1. **Legal Status of the Bidder -** The bidder shall be a legally valid entity under the applicable laws of India and shall be one of the following
   - Proprietorship Firm;
   - Partnership Firm;
   - Limited Liability Partnership (LLP);
   - Private Limited Company;
   - Public Limited Company; or
   - Any other legal entity duly registered/incorporated under the applicable laws of India.

   The bidder shall submit documentary evidence establishing its legal status, as applicable, including but not limited to:
   - **Proprietorship Firm:** Registration Certificate/Udyam Registration/GST Registration or any other documentary evidence establishing the existence of the proprietorship.
   - **Partnership Firm:** Partnership Deed and Registration Certificate issued by the Registrar of Firms, wherever applicable.
   - **Limited Liability Partnership (LLP):** Certificate of Incorporation and LLP Agreement.
   - **Company:** Certificate of Incorporation issued by the Registrar of Companies (RoC), along with the Memorandum of Association (MoA) and Articles of Association (AoA), wherever applicable.
   - **Other Legal Entity:** Registration/Incorporation Certificate or any other statutory document establishing the legal existence of the entity.
2. **Local Presence:** The Bidder must be an entity based and registered in India, possessing a valid legal status under applicable Indian laws and regulations.
3. **Blacklisting Declaration:** The Bidder shall not be currently blacklisted, debarred, or suspended by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), or any reputed private organization or institution within India. A self-declaration to this effect, duly signed by the authorized signatory on the Bidder's official letterhead, must be submitted along with the tender documents. Any concealment or misrepresentation of such information shall result in disqualification and potential legal action as per applicable laws.
4. **Submission of Signed and Stamped ATC Document:** The Bidder shall submit, as part of its bid, a duly signed and stamped copy of the complete Additional Terms & Conditions (ATC) Document as an unconditional confirmation of its acceptance of all terms and conditions, scope of work, technical requirements, specifications, contractual obligations, and statutory compliance provisions stipulated therein. Submission of the signed and stamped ATC Document shall constitute a binding declaration that the Bidder has carefully examined, fully understood, and unconditionally accepted all provisions of the Tender and ATC Documents without any deviation, qualification, reservation, or exception. The signed and stamped ATC Document shall form an integral part of the bid and, upon award of the Contract, shall be deemed to form part of the Contract Agreement. Failure to submit the duly signed and stamped ATC Document along with the bid may render the bid non-responsive and liable for rejection at the sole discretion of ICAT. No claim arising out of ignorance, misunderstanding, or misinterpretation of any provision of the Tender or ATC Document shall be entertained by ICAT at any stage of bid evaluation or contract execution.

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5. **Financial Eligibility – Average Annual Turnover:** The Bidder shall have achieved an average annual turnover of not less than *₹15,00,000/- (Rupees Fifteen Lakhs Only) during the last three (3) financial years FY 2023-24, FY 2024-25, and FY 2025-26*. Documentary evidence in support of the turnover, such as audited financial statements, Chartered Accountant's Certificate, or any other acceptable financial documents, shall be submitted along with the bid. Bids not meeting the prescribed financial eligibility criteria shall be liable for rejection.

6. **Technical Eligibility and Experience:** The Bidder shall be a qualified and experienced consultancy organization having a minimum of *three (3) years'* experience in providing consultancy services related to PESO approvals, statutory compliance, hazardous area engineering, Gas Cylinder Rules, Static and Mobile Pressure Vessels (Unfired) Rules (SMPV Rules), and allied regulatory requirements pertaining to storage, handling, and utilization of industrial gases and hazardous substances. The Bidder shall possess demonstrated experience in preparation of statutory documentation, regulatory liaison, coordination with PESO and other competent authorities, obtaining statutory approvals/licenses, and closure of compliance observations.
   Further, the Bidder shall have successfully executed and completed at least *Three (3) similar consultancy assignments involving PESO approvals, statutory licensing, hazardous installations, gas storage facilities, pressure vessel systems, or comparable regulatory compliance services for any Central Government Department, State Government Department, Public Sector Undertaking (PSU), Autonomous Body, Research Institution, Industrial Establishment, or Reputed Private Organization in India during the preceding three (3) years*. In support of the same, the Bidder shall submit copies of Purchase Orders/Work Orders/Contracts along with satisfactory completion certificates, client references, or other documentary evidence acceptable to ICAT. Mere submission of a Purchase Order/Work Order without evidence of execution/completion may not be considered sufficient for establishing eligibility.
   Documentary Evidence: The Bidder shall furnish all supporting documents establishing compliance with the above eligibility criteria along with the bid. ICAT reserves the right to seek additional clarifications, supporting documents, client references, or verification of credentials at any stage of the tendering process. Failure to provide satisfactory documentary evidence may render the bid **non-responsive** and liable for rejection.

7. **Bidders to Comply with:**

7.1 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).

7.2 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).

Definition of Similar Nature of Work - Similar Nature of Work **shall mean consultancy services for obtaining** PESO approvals/licenses, statutory clearances, regulatory compliance, hazardous area classification, and compliance under SMPV Rules, Gas Cylinder Rules, or other applicable safety regulations **for** Hydrogen, CNG, LNG, LPG, industrial gas storage systems, pressure vessel installations, fuel gas facilities, or other hazardous gas handling/storage installations**. The scope should have included preparation of statutory documents and drawings, liaison with PESO or other competent authorities, compliance closure, and obtaining statutory approvals/licenses. Only successfully completed assignments supported by documentary evidence shall be considered.**

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Chapter – 4
Bid Rejection Criteria

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

- ***Non-Compliance with Bid Security Requirements***
  - *Submission of bid without the required Earnest Money Deposit (EMD), or*
  - *Non-submission of the Bid Security Declaration Form (Form III)*
- ***Financial Turnover Below Threshold:*** *Bidders must have an average annual turnover of not less than INR 15 Lakh during the three most recent financial years (FY 2023–24, 2024–25, and 2025–26). Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.*
- ***Non-Submission of Statutory Registrations:*** *Bidders failing to submit valid copies of their GST registration certificate and Permanent Account Number (PAN) shall be deemed non-compliant.*
- ***Unsatisfactory Client References:*** *If even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from NAB or its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.*
- ***Conditional or Deviated Bids:*** *Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.*
- ***Incomplete Bid Submission:*** *It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.*
- ***Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:*** *Failure to satisfy any single condition under the "Pre-qualification / Minimum Eligibility Criteria" section shall result in the immediate disqualification of the bid from the tender process.*
- ***IP Address Duplication on GeM Portal:*** *The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.*

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Chapter – 5
Instructions To Bidders

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a comprehensive quotation strictly in accordance with the detailed Scope of Work and Services outlined in *"Chapter – 1 & 2"* of the Additional Terms and Conditions (ATC) document. The quotation must include both the technical and financial components as prescribed in the tender.

2. **Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.

3. **Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.
   Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.
   The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.
   It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.

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

5. **Pre-Bid Meeting Conditions**

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

- **Date:** *28/10/2026*
- **Time:** *14:00 Hrs.*
- **Venue:** *ETL Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122050, Haryana*
- **Mode:** *Physical Meeting*

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

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5.2 **Submission of Pre-Bid Queries**

- **Bidders are required to submit their queries, if any, in writing to** *vinay.chauhan@icat.in, vaibhav.yadav@icat.in; sitaram.kashyap@icat.in; vikas.sharma@icat.in & javed.rahi@icat.in* **by** *27/10/2026 up to 1700 Hrs*.
- **Queries should be submitted in the following format** *(Form VII)*:

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

5.3 **Clarifications and Amendments**

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

5.4 **No Individual Communication**

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

5.5 **Binding Clarifications Only Through Corrigendum**

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

5.6 **No Suggestions or Deviations Post Submission Deadline**

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

6. Earnest Money Deposit (EMD)

6.1 **EMD Amount:** Bidders are required to submit an *Earnest Money Deposit (EMD) of INR 20,000/- (Rupees Twenty Thousand Only)* along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

6.2 **In Lieu of EMD Declaration/Undertaking (Against Non-Submission of EMD):** A duly signed Declaration/Undertaking in lieu of EMD in the prescribed format *"Form–III"* provided in the Additional Terms and Conditions (ATC) document.

6.3 **Bid Rejection in Absence of EMD/Declaration**

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

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

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

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

7. Submission of Bids - Bidders are required to submit their bids in two separate parts as detailed below

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

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

8. **Evaluation Process**
   - **Stage 1 – Technical Evaluation:** The Technical Bids shall be opened and evaluated first to determine compliance with the eligibility criteria, technical requirements, scope of work, statutory obligations, and other conditions stipulated in the Tender Document. Only those bidders who satisfy all mandatory requirements prescribed under the *Minimum Eligibility Criteria (Chapter – 3)* and whose bids are found substantially responsive to the tender requirements shall be declared **Technically Qualified**.
   - **Stage 2 - Financial Evaluation:** The Financial Bids of only those bidders declared Technically Qualified under Stage-I shall be opened and evaluated. The Financial Bids of bidders who fail to qualify in the Technical Evaluation stage shall not be considered for further evaluation and shall stand rejected.
   - **Award Criteria:** The Contract shall be awarded to the *lowest evaluated bidder (L1) amongst the Technically Qualified Bidders*, subject to fulfilment of all tender conditions and acceptance of the bid by ICAT.
   - **ICAT's Right:** ICAT reserves the right to seek clarifications, verify the credentials and supporting documents submitted by the bidders, and accept or reject any bid, wholly or partly, in accordance with the provisions of the Tender Document without assigning any reason thereof.

9. **Availability of Tender Documents and Corrigendum:** Prospective Bidders are advised to regularly visit the official website of the International Centre for Automotive Technology (ICAT) at www.icat.in and/or the Government e-Marketplace (GeM) portal for downloading the complete Tender Document, including all instructions, terms, specifications, and any corrigendum, amendment, clarification, or notification issued in connection with this Tender.
   It shall be the sole responsibility of the Bidder to ensure that they have the latest version of the Tender Document and are fully aware of all updates, revisions, or corrigenda issued prior to the bid submission deadline. ICAT shall bear no responsibility or liability for any oversight or failure on the part of the Bidder to obtain such information from the aforementioned platforms.

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Chapter – 6
Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD): *INR 20,000/- (Rupees Twenty Thousand Only)* shall be submitted in form of DD/Bank Guarantee/Banker's Cheque& FDR drawn in favor 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 registered as Start-ups or Micro and Small Enterprises (MSEs), as defined under the Public Procurement Policy for Micro and Small Enterprises (MSEs) issued by the Ministry of Micro, Small and Medium Enterprises (MSME), or firms registered with the Central Purchase Organization (CPO) or the concerned Ministry/Department, shall be exempted from payment of Earnest Money Deposit (EMD), subject to submission of a self-attested copy of the valid registration certificate along with the Technical Bid. The registration certificate shall be valid on the date of submission of bids and for a minimum period of Six (6) Months thereafter.

Note: Traders, distributors, sole agents, and entities engaged in work contracts shall not be eligible for availing benefits under the MSME category.

Or

In place of a Bid security, Bidders can submit Bid securing declaration as per *"Form III"* 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 20,000/- (Rupees Twenty Thousand Only)* **through NEFT/RTGS)**

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

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

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

Key Note's

- *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 III" will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

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The Earnest Money Deposit (EMD) submitted by the Bidder shall be liable to be forfeited in full in favor of ICAT without any prior notice or prejudice to any other rights or remedies available to ICAT under the contract or applicable law, in the event the Bidder: -

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

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Chapter – 7
General Conditions of Contract (GCC)

1. **Definitions -** Unless the context otherwise requires
   - ICAT / Purchaser / Buyer means International Centre for Automotive Technology, Manesar.
   - Consultant / Service Provider / Contractor means the successful bidder awarded the contract.
   - Contract means the agreement, Letter of Award, Purchase Order, tender document, scope of work, GCC, SCC, technical specifications, price schedule, and all other documents forming part of the contract.
   - Services means the consultancy services required for obtaining PESO Drawing Approval and Final PESO License.
   - PESO means Petroleum and Explosives Safety Organisation or any successor statutory authority.
   - Approval / License means the statutory approval or license issued by PESO in relation to the Hydrogen Gas Storage Facility.
2. **Contract Documents:** The contract shall comprise the Letter of Award/Purchase Order, tender document, scope of work, technical specifications, GCC, SCC, corrigenda, bid submitted by the Consultant, and any other document expressly forming part of the contract. In case of any inconsistency, the order of precedence specified in the tender document or contract shall prevail.
3. **Scope of Services:** The Consultant shall perform the services strictly in accordance with the Scope of Work, SCC, tender conditions, applicable statutory requirements, and instructions issued by ICAT from time to time. The Consultant shall not deviate from the approved scope without prior written approval of ICAT.
4. **Contract Period:** The contract shall remain valid until successful completion of all contractual obligations, including obtaining of PESO Drawing Approval and Final PESO License, submission of all deliverables, and acceptance thereof by ICAT.
5. **Prices:** The prices quoted by the Bidder shall remain firm and fixed throughout the currency of the Contract and shall not be subject to any escalation on account of labour, materials, travel, accommodation, statutory compliance efforts, exchange rate fluctuations, or any other factor whatsoever, except for statutory variations in taxes and duties, if specifically admissible under the Contract.
6. **Taxes and Duties:** The quoted rates shall clearly indicate the applicable GST and other statutory levies, if any. All taxes and duties shall be governed by the prevailing statutory provisions in force on the date of submission of bid.
7. **Completion Period:** The Consultant shall complete all activities envisaged under the Scope of Work, including preparation and submission of documents, coordination with statutory authorities, compliance support, facilitation of inspections, and obtaining the requisite PESO License/Approval(s), within the completion period stipulated in the GeM Contract. All services shall be rendered for ICAT Centre-1, Manesar (Haryana)-122050.
8. **Consultant's Responsibilities:** The Consultant shall deploy adequate qualified personnel, expertise, and resources necessary for satisfactory and timely execution of the assignment. The Consultant shall be responsible for preparing, reviewing, and submitting all requisite applications, drawings, calculations, reports, and supporting documents required for obtaining the PESO License/Approval(s) under the applicable statutory provisions.
9. **Review and Acceptance of Deliverables:** All reports, drawings, applications, submissions, recommendations, and other deliverables furnished by the Consultant shall be reviewed by ICAT. Acceptance of any deliverable shall be subject to verification of its completeness, correctness, compliance with statutory requirements, and conformity with the Scope of Work. Submission of deliverables shall not constitute deemed acceptance by ICAT.

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10. **Deficiency Rectification:** Any deficiency, discrepancy, error, omission, or observation identified by ICAT or any statutory authority in the documents, submissions, or services rendered by the Consultant shall be rectified by the Consultant at no additional cost to ICAT within the time period specified by ICAT.
11. **Payment Terms:** Payment shall be released strictly in accordance with the Payment Terms specified in the Tender Document, GeM Contract, and subsequent Work Order, subject to satisfactory completion of the respective milestone(s) and submission of GST-compliant invoice(s).
12. **Liquidated Damages:** In the event of delay attributable to the Consultant in completing the services within the stipulated completion period, Liquidated Damages shall be levied in accordance with the provisions specified in the Tender Document and Contract.
13. **Performance Security (Not Applicable for this Tender):** The successful Bidder shall furnish Performance Security, wherever applicable, in accordance with the provisions of the GeM Contract and Tender Conditions.
14. **Bid Validity:** The bid submitted by the Bidder shall remain valid for a period of 180 (One Hundred Eighty) Days from the date of opening of the Technical Bid. Bids with a shorter validity period may be rejected. ICAT reserves the right to seek extension of bid validity, if required.
15. **Right of Acceptance and Rejection:** The Tender Document is issued without any commitment whatsoever. ICAT reserves the right to amend, modify, withdraw, cancel, or re-tender the procurement process at any stage without assigning any reason. ICAT further reserves the right to accept or reject any bid, wholly or partially, and shall not be bound to accept the lowest-priced bid.
16. **Qualification Criteria:** Only those bidders whose bids are found responsive and who meet the prescribed eligibility, technical, and qualification requirements stipulated in the Tender Document shall be considered for further evaluation.
17. **Award of Contract:** The Contract shall be awarded to the bidder meeting the prescribed qualification criteria and emerging as the Lowest Evaluated Responsive Bidder (L-1) in accordance with the evaluation methodology specified in the Tender Document.
18. **Risk and Cost:** In the event of failure of the Consultant to perform the contractual obligations or to complete the assignment within the stipulated period, ICAT reserves the right to engage an alternative agency to execute the balance work at the risk and cost of the Consultant, without prejudice to any other rights and remedies available under the Contract.
19. **Confidentiality:** The Consultant shall maintain strict confidentiality of all information, documents, drawings, data, and records provided by ICAT or generated during execution of the assignment and shall not disclose the same to any third party without prior written approval of ICAT, except where required under applicable law.
20. **Compliance with Statutory Requirements:** The Consultant shall comply with all applicable laws, regulations, codes, standards, guidelines, and statutory requirements governing the services under the Contract. Obtaining approvals, clearances, and licenses from the Petroleum and Explosives Safety Organisation (PESO) shall be carried out in accordance with the prevailing statutory framework.
21. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
22. **Force Majeure:** Neither party shall be liable for failure or delay in performing its contractual obligations if such failure or delay is caused by Force Majeure events beyond its reasonable control, including but not limited to natural calamities, war, riots, acts of Government, epidemics, pandemics, strikes (other than

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those involving the supplier's employees), or any other event of similar nature. The affected party shall notify the other party in writing within seven (7) days of the occurrence of such event.

23. **Termination - ICAT** reserves the right to terminate the Contract, in whole or in part, by written notice if
    - the supplier fails to fulfil its contractual obligations;
    - the supplier becomes insolvent or bankrupt;
    - the supplier submits false declarations or forged documents;
    - the supplier engages in fraudulent or corrupt practices; or
    - continuation of the Contract is not considered to be in the public interest.

    Such termination shall be without prejudice to ICAT's other contractual and legal remedies.

24. **Integrity and Ethical Practices:** The bidder shall observe the highest standards of integrity, fairness, and transparency during the bidding process and execution of the Contract.
    Any act of fraud, corruption, collusion, coercion, misrepresentation, cartelisation, or submission of false information shall render the bidder liable for rejection of its bid, termination of the Contract, forfeiture of Performance Security (where applicable), and any other action permissible under applicable law.

25. **Assignment and Subletting:** The supplier shall not assign, transfer, or sublet the Contract, either wholly or partly, without the prior written approval of ICAT.

26. **Compliance with Laws:** The supplier shall comply with all applicable Acts, Rules, Regulations, Orders, Notifications, and statutory requirements of the Government of India, the Government of Haryana, and other competent authorities.

27. **Arbitration:** Any dispute, difference, claim, or controversy arising out of or in connection with this Contract, which cannot be resolved amicably through mutual discussions between the parties, shall be referred to arbitration by a Sole Arbitrator appointed through mutual consent of both parties. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any statutory amendments or re-enactments thereof. In the event the parties fail to mutually agree upon the appointment of the Sole Arbitrator within thirty (30) days from the date of invocation of arbitration, the matter shall be dealt with in accordance with the provisions of the said Act. The venue and seat of arbitration shall be Gurugram, Haryana, and the proceedings shall be conducted in the English language. The arbitral award shall be final and binding upon both parties.

28. **Jurisdiction:** Subject to the Arbitration Clause, the courts at Gurugram, Haryana alone shall have exclusive jurisdiction over all matters arising out of or relating to the Contract.

29. ICAT's Rights: ICAT reserves the absolute right, at its sole discretion and without incurring any liability, to accept or reject any bid, wholly or partially, without assigning any reason whatsoever. ICAT further reserves the right to cancel, withdraw, modify, suspend, or re-tender the bidding process at any stage; increase or decrease the scope of work or quantity; seek clarifications, additional documents, or supporting information from any bidder; verify the authenticity and correctness of any information furnished by the bidder from any source; and reject any bid found to contain false, misleading, incomplete, or materially incorrect information. ICAT also reserves the right to take such other actions as may be deemed necessary in the interest of the organization and in accordance with applicable procurement rules, policies, and guidelines. The decision of ICAT in all such matters shall be final, conclusive, and binding on all bidders, and shall not be subject to challenge.

30. **Governing Law -** The Contract shall be governed by and construed in accordance with the laws of the Republic of India.

31. **Purchase Preference Policies of the Government:** Unless otherwise stipulated in the Tender, the Buyer reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives.
    i. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

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ii. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
iii. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or
iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document

32. **Declaration regarding MSE status of the bidder:** In case the Bidder is an MSE, they must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. If the bidder does not furnish the required details in the tender, offer shall be processed by construing that the bidder is not falling under MSE category.

33. **Support to Start ups:** The Startup should be registered with DPIIT and produce documentary evidence for the same. The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).
Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.
Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. Please be guided by the tender document.

34. **Compliance to Restrictions under Rule 144 (xi) of GFR 2017:** OM dad. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India provides guidelines in terms of dealing with Bidders representing Countries sharing land border with India.

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Form "I"

Bidder Information Checklist (Information/Documents to be submitted along with the Bid on Bidders Letter Head)

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 or Form X)*	
11	Declaration regarding blacklisting or otherwise by the government departments as given in *"Form II"*	
12	The ATC (Additional Terms and Conditions document (all pages) duly signed and stamped as proof of having	

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	read the contents therein and in acceptance thereof should be enclosed	
13	Any other information document: Please specify	

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Form "II"

Undertaking Regarding Blacklisting /Non-Debarment

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

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

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

For……

Authorised Signatory

Date:

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Form "III"

Format of Declaration In Lieu of EMD/Bid Security

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

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

Reference: Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204.

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 of Authorised Signatory and Designation)
Name & Address of Bidder and Seal of Company
Date on …….. day of ……
Place……

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Form "IV"

Earnest Money Deposit

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

Date: _____

To,
The Director,
International Centre for Automotive Technology
Plot – 26, Sector – 3, IMT, Manesar,
Gurugram – 122050 (Haryana)

Re: Tender No._____

We hereby enclose NEFT/RTGS UTR No. _____, dated _____, for Indian Rupees _____ Only (to be filled in figures and words both), drawn on _____, in favor 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 the Authorized Signatory

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Form "V"

Declaration In Respect of Conflict of Interest

(To Be Submitted on Bidder's Letterhead)

Tender No. ICAT/GeM/PSO-LIC/2026-27/204

Tender Detail: Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204.

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

SI No.	Full Name	DIN	Full Residential Address
1			
2			
3			
4			
5			

The details of Legal Representative/Agent of the Bidder Firm areas 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	

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Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

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

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

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

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

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

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

Weherebydeclareandconfirmthattheaboveinformationandparticularsaretrueand correct.

For (Bidder Name)

Signature of Director/Partner/Proprietor/Authorized Signatory
Authorized Signatory Name:
Place:
Date:
Stamp/Seal of Firm

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Form "VI"

Undertaking for Product/Service Compliance

(To Be Submitted on Bidder's Letterhead)

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 Document No ICAT/GeM/PESO-LIC/2026-27/204*** as per the requirement during the period of contract.

Dated:
Place:

(Signature of the bidder with seal/rubber stamp)

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Form "VII"

Pre-Bid Queries / Suggestions for Clarifications, Deviations and Modifications

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

Bidders may submit their pre-bid queries, requests for clarification, or suggestions for modification/improvement in respect of the Tender Document for ICAT's consideration. Such queries or suggestions shall be specific, concise, relevant, and submitted in the format prescribed below. Submission of a query, clarification request, deviation, or suggestion shall not be construed as acceptance by ICAT, and ICAT reserves the right to accept, reject, modify, or disregard any such request at its sole discretion without assigning any reason. In case the Bidder has no query, clarification, deviation, or suggestion to offer, the Bidder shall clearly mention "No Queries / No Deviation Suggested" in this Form.

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

We hereby confirm that the above queries, clarifications, deviations, or suggestions have been submitted solely for the purpose of seeking clarification and/or suggesting improvements in the interest of effective contract execution. We further understand and accept that ICAT shall have the sole right to consider and decide upon such submissions, and any matter not specifically accepted by ICAT through the Pre-Bid Meeting Minutes, Corrigendum, Addendum, or Amendment to the Tender Document shall be deemed as not accepted.

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

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Form "VIII"

Details of Contracts

(To be submitted on Bidder's Letter Head)

The Bidder shall furnish details of similar contracts executed/managed by the **Bidder**, as applicable, with **Central Government/State Government Departments, CPSEs/PSUs, Autonomous Bodies, Testing Agencies, Reputed Private Organizations/Firms in India or Overseas**, during the preceding **Three (3) Years** from the date of bid submission.

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

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

Signature of Authorised Signatory

Date: **Name:**

Place: **Seal:**

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Form "IX"

Declaration by the Bidder for Code of Integrity

(To be submitted on Bidder's Letter Head)

Date _____

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

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

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Form "X"

Format for Annual Turnover

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

Ref: Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204.

Annual Turnover Declaration

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

Financial Information (in INR)			
Financial Year	2023-24	2024-25	2025-26
Annual Turnover (In Lakhs)			
Average Annual Turnover:			
Note: Annual turnover should be certified by Chartered Accountant/Statutory Auditors.			

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:
Seal of the audit firm:
Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

1. *The details submitted by the Bidder in "Form I" must be corrected and submitted by the bidder with UDIN. "Form XI" submitted without valid UDIN shall not be considered.*
2. *Average annual turnover over the last three years* ***(i.e. 2023-24, 2024-25 & 2025-26)*** *shall be min.* ***INR 15 Lakh.***
3. ***Financial turnover:*** *Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with* ***UDIN No***

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Form "XI"

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

(To be submitted on Bidder's Letterhead)

To,
The Director,
International Centre For Automotive Technology
Plot – 26, Sector – 3, Near HSIIDC Office
IMT Manesar, Gurgaon 122050

Dear Sir,

With reference to our bid proposal for participation in ICAT tender for "Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204", I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/Wecertifythatwe/ourCollaborator/JVPartner/Consortiummember/Assigneeare/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

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

*Bidder to strike-off, if not applicable.
**Bidder to mention the Annexure no.

Date:
Place:

Seal of Organization & Signature of Authorised Signatory

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Form "XII"

Certificate Regarding Declaration of Local Content

(To be submitted on Bidder's Letter Head)

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

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

Ref: Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204

Dear Sir/Madam,

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

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

Authorised Signatory
Date……
Place……

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Form "XIII"

Declaration to be provided by MSE bidder

(To be submitted on Bidder's Letter Head)

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

Sub: MSE Declaration

Ref: Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204.

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

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

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

(Signature, Date & Seal of Authorized Signatory)

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

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Form "XIV"

Price Reasonability Declaration Letter

(To be submitted on Bidder's Letter Head)

To
The Director,
International Centre for Automotive Technology (ICAT)
Plot No. 26, Sector 3, IMT Manesar
Gurugram – 122050, Haryana (India).

Subject: Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204

Dear Sir/Madam,

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

1. That the prices/rates quoted by us in response to the above-mentioned tender for the "Hiring of a Consultant for Obtaining PESO Approval and Providing End-to-End Statutory Compliance Consultancy Services for the Hydrogen (H_2) Gas Fuel Storage Facility at the Engine Test Laboratory (ETL), ICAT Centre – 1, Manesar (Haryana) under Tender No. ICAT/GeM/PSO-LIC/2026-27/204".
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: _____
Contact Details: _____
Seal of the Bidder: _____
Date: _____
Place: _____

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