



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4936494

Dated/दिनांक : 12-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	National Automotive Board
Total Quantity/कुल मात्रा	1
Item Category/मद केटगरी	Seat Pressure Mapping Sensor
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	40 %

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	42000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	16

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Director ICAT
NATIONAL AUTOMOTIVE BOARD, Department of Heavy Industry, N/A, Ministry of Heavy Industries and Public Enterprises
(International Centre For Automotive Technology)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be

given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Seat Pressure Mapping Sensor (1 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	120

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

4. **Buyer Added Bid Specific ATC**

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

Disclaimer/अस्वीकरण

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

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

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

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

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./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।

---Thank You/धन्यवाद---

Technical Details for Seat Pressure Mapping Sensor

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Supply and Installation of Seat Pressure Mapping Sensor with Accessories as Per the Technical Specifications at ICAT Centre 1, Manesar (Haryana).”**

- Technical Specification: Seat Pressure Mapping Sensor (Qty. 2 Nos.)
- Evolution handle (Data Acquisition) 2 Nos: at least 10 Hz scanning speed.
- Sensor Technology: Resistive
- Accuracy: $\pm 10\%$
- Pressure Range: 34 kPa (5 psi)
- Thickness: 20 mm (0.008 in.)
- Operating Temperature: -40°C to 60°C
- Operating Humidity: 5% to 90% RH
- Dimensions: 4 mm x 471.4 mm
- Sensing element: 2048
- Spatial Resolution: 0.5 sensels / cm^2
- Connection Type : USB 2.0
- Evolution handle (data acquisition) (2nos.): at least 100 Hz scanning speed
- Cable Length: in between 15 and 30 m
- Warranty: minimum 1-year warranty.
- Data output: The system should contain data acquisition and software for data analysis.
- Software Requirement:
 - Access real-time data and record it in 2D and 3D.
 - Total Force, Peak Pressure, and Centre of Force.
 - Multiple graph options.
 - Export data in Excel or ASCII format.
 - Application: body pressure measurement of the seat.
- OEMs Or Bidder should have a dedicated call- center number to log the calls and should submit an escalation matrix on their letterhead.
- One-day training session for the operation of the seat pressure mapping sensor at the ICAT site.
- The supplied hardware and all the accessories are to have a minimum of 1 year warranty support from the date of final acceptance. During the warranty period of 1 year, any upgrade, update, etc. of the supplied hardware and

software is to be provided and managed by the OEM Tech Support Team without any additional cost to ICAT (declaration requested from the OEM's as per the format given in Form "H").

Other Technical Conditions:

- The products quoted are not "end-of-life or end-of-sale products" as of the bid submission date. If the support for the product quoted has been stopped or withdrawn until the time of delivery of equipment, the same will be changed with the superior product at no extra cost.
- The bidder shall provide a comprehensive onsite warranty of 1 year (12 months) for the product. The period of comprehensive on-site warranty will start from the date of installation of items but not later than 30 days from the date of supply of items in the ICAT. The bidders shall furnish and undertake from the OEM of the concerned product that they shall supply spares for the quoted product for one year after the warranty period is over.
- The bidder should quote the products strictly as per the tender specifications. Complete technical details, along with the brand, specification, technical literature, etc., highlighting the specifications, must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in the Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
- **Delivery, Installation, and Commissioning:** The delivery of items, testing, and installation, in all respects, must be completed along with the delivery of warranty documents within **120** days from the receipt of the purchase order.
- Sub-contracting is not allowed.
- **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder. ICAT will have the right to reject components or equipment supplied if they do not comply with the specification at any point of installation or inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately

arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.

- **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Seat Pressure Mapping Sensor and its Accessories as Per Technical Specifications Up to ICAT Project Site in Bidder Scope).

Additional Terms & Conditions (ATC)

Annexure - A

Technical Details for Seat Pressure Mapping Sensor

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Supply and Installation of Seat Pressure Mapping Sensor with Accessories as Per the Technical Specifications at ICAT Centre 1, Manesar (Haryana).”**

- Technical Specification: Seat Pressure Mapping Sensor (Qty. 2 No's)
- Sensor Technology: Resistive
- Accuracy: $\pm 10\%$
- Pressure Range: 34 kPa (5 psi)
- Thickness: 20 mm (0.008 in.)
- Operating Temperature: -40°C to 60°C
- Operating Humidity: 5% to 90% RH
- Dimensions: 4 mm x 471.4 mm
- Sensing element: 2048
- Spatial Resolution: 0.5 sensels / cm^2
- Connection Type : USB 2.0
- Evolution handle (data acquisition) (2nos.): at least 100 Hz scanning speed
- Cable Length: in between 15 and 30 m
- Warranty: minimum 1-year warranty.
- Data output: The system should contain data acquisition and software for data analysis.
- Software Requirement:
- Access real-time data and record it in 2D and 3D.
- Total Force, Peak Pressure, and Centre of Force.
- Multiple graph options.
- Export data in Excel or ASCII format.
- Application: body pressure measurement of the seat.
- OEMs should have a dedicated call- centre number to log the calls and should submit an escalation matrix on their letterhead.

Additional Terms & Conditions (ATC)

- One-day training session for the operation of the seat pressure mapping sensor at the ICAT site.
- The supplied hardware and all the accessories are to have a minimum of 1 year warranty support from the date of final acceptance. During the warranty period of 1 year, any upgrade, update, etc. of the supplied hardware and software is to be provided and managed by the OEM Tech Support Team without any additional cost to ICAT (declaration requested from the OEM's as per the format given in Form "H").

Other Technical Conditions:

- The products quoted are not "**end-of-life or end-of-sale products**" as of the bid submission date. If the support for the product quoted has been stopped or withdrawn until the time of delivery of equipment, the same will be changed with the superior product at no extra cost.
- The bidder shall provide a comprehensive onsite warranty of 1 year (12 months) for the product. The period of comprehensive on-site warranty will start from the date of installation of items but not later than 30 days from the date of supply of items in the ICAT. The bidders shall furnish and undertake from the OEM of the concerned product that they shall supply spares for the quoted product for one year after the warranty period is over.
- The bidder should quote the products strictly as per the tender specifications. Complete technical details, along with the brand, specification, technical literature, etc., highlighting the specifications, must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in the Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorised signatory. Failure to comply with this requirement may result in the bid being rejected.
- **Delivery, Installation, and Commissioning:** The delivery of items, testing, and installation, in all respects, must be completed along with the delivery of warranty documents within 120 days from the receipt of the purchase order.

Additional Terms & Conditions (ATC)

- Sub-contracting is not allowed.
- **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder. ICAT will have the right to reject components or equipment supplied if they do not comply with the specification at any point of installation or inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.
- **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Seat Pressure Mapping Sensor and its Accessories as Per Technical Specifications Up to ICAT Project Site in Bidder Scope).

Additional Terms & Conditions (ATC)

Annexure B

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD) Clause: INR. 42,000/- (Rupees Forty-Two Thousand Only) in form of DD/Bank Guarantee/ Banker's Cheque/NEFT/RTGS in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank. The above Bank Guarantee should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG. (To be enclosed along with the technical Bid).

OR

Firms who are registered with NSIC/MSE for the tendered item are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids)

Note: MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/distributors/sole agent/works contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.

ICAT Bank Details for NEFT/RTGS (incase any bidder deposits the EMD of INR 42,000/- through NEFT/RTGS)

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

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

- Cheque/Money Order/Cash shall not be accepted as EMD.

Additional Terms & Conditions (ATC)

- Bid will be rejected, if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.
- Bid which is not accompanied by such Earnest Money Deposit will be construed as non-compliant bid and should be rejected.
- The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.

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

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

Additional Terms & Conditions (ATC)

Annexure C

Eligibility & Technical Evaluation Criteria

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

Minimum Eligibility Criteria for the Bidders:

1. **Legal Valid Entity:** The bidder shall necessarily be a legal valid entity in the form of a proprietary firm, partnership firm, private limited company, or agency (enclose a copy of the registration or incorporation certificate with the technical bid).
2. Bidders should be India-based.
3. Bidders, if not Original Equipment Manufacture OEMs, should have authorization from the OEM (MAF).
4. The bidders should have an average annual turnover of **INR 30 Lakhs** in the last three consecutive financial years (FY 2021-22, 2022-23, and 2023-24).
5. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any disputed private organisation or institution in India. A declaration has to be submitted to this effect with the tender document.
6. The bidder must have a facility in India for service support in case of any breakdown that happens during and after the warranty period.
7. Within the last three years, you should have supplied a seat pressure mapping sensor to at least one client in any central government, state government, PSU, autonomous body, or reputable private firm in India.

Additional Terms & Conditions (ATC)

Bidders to Comply with:

8. 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>).
9. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make _____ in _____ India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- It is clarified that the relaxation of prior turnover and prior experience with respect to micro and small enterprises is subject to meeting the quality and technical specifications given in the bid document.

Bid Rejection Criteria:

- The bidder should submit an authorization certificate.
- Bids without EMD would be rejected. However, firms that are registered with NSIC or MSE for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.
- Bidders not having an average turnover of INR 30 lakhs in the last three consecutive financial years. Bidders are required to submit a CA-audited balance sheet, or any other relevant certificate certified by CA indicating the turnover for the last 3 consecutive financial years (FY 2021-22, 2022-23, and 2023-24).
- Not submitting a copy of the GST and PAN registration certificates.
- Any deviation requested on tender conditions.
- Not having minimum qualification criteria mentioned in "Minimum Eligibility Criteria."

Additional Terms & Conditions (ATC)

Bid Evaluation:

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

Technical Bid Evaluation Parameters

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

Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Specifications as Specified in the “Annexure A” of the Bid Document	40
Bidder's Experience Past	Experience of Similar Nature of Work Executed 1 Order (Minimum) - 15 marks > 1 up to 2 Orders - 17 marks More than 2 Orders - 20 marks	20
	Experience (No. of years) 2 years (min.) - 15 marks > 2 up to 4 years- 17 marks More than 4 years- 20 marks	20
Financial Capability	Financial Capability (Avg. of last 3 years - FY 2020-21, 21-22 & 22-23) 30 Lakhs (Minimum) - 15 marks >30 Lakhs up to 50 Lakhs - 17 marks >50 Lakhs - 20 marks	20
Grand Total		100
Qualified (Yes/No)		

‘Similar Nature’ is defined as: -

Supply & Installation of Seat Pressure Mapping Sensor and their associated maintenance support services for any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization in India.

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

Contact Person: Mr. Jitender Singh - FTL Department

Contact No. : +91-8527850581 (Mobile)

Email ID: jitender.singh@icat.in

Additional Terms & Conditions (ATC)

Annexure - D

General Terms & Conditions

1. **Scope of Work: Supply of Seat Pressure Mapping Sensor** (As per scope of work defined in Annexure - A) at ICAT Centre - 1, Manesar (Haryana).
2. **Delivery, Installation & Commissioning:** The delivery of Equipment, Testing and Installation, in all respects must be completed along with delivery of warranty documents within **120 days** of the receipt of purchase order.
3. **Liquidity Damages (LD Clause):** The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
4. **Payment Terms:** 100% of the invoice value will be paid to the successful bidder, after delivery of equipment with complete installation, commissioning & final acceptance test with submission of Performance Bank Guarantee issued from a nationalized/scheduled bank, equivalent to 5% of the amount of Contract Value. This Bank Guarantee should remain valid for a period of 12 Months (1 Year), commencing from the date of satisfactory completion of the entire job.

Submission of Following Documents to ICAT:

- Original Commercial Invoice.
 - E-Way Bill (Both Part A & B)
 - Consignee LR Copy
 - Test Certificates (If Any)
5. **Delivery/Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
 6. Sub-contract is not allowed.
 7. **Offer Validity:** Offers should be valid for a minimum of One Hundred Eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT, Manesar may ask the bidders to extend the period of validity, if required.

Additional Terms & Conditions (ATC)

8. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and need.
9. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
10. **Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
11. **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. ICAT will have the right to reject component/equipment supplied, if it does not comply with the specification at any point of installation/inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.
12. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Equipment Up to ICAT Project Site in Bidder Scope).
13. **Warranty Period**
 - All products should be quoted with at least 1-Year warranty.
 - The bidder shall provide a comprehensive onsite warranty of 12 Months (1 Year) **Seat Pressure Mapping Sensor**. The period of **Comprehensive Onsite Warranty** will start from the date of installation and acceptance of items but not later than 30

Additional Terms & Conditions (ATC)

days from the date of supply of items in the ICAT. The bidders shall furnish and undertaking from OEM of the concerned product that they shall supply spares for the quoted product for the five years after the warranty period is over.

14. Unsatisfactory Performance: The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. The Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

15. Performance Bank Guarantee (PBG):

- ICAT will require the selected bidder to provide a Performance Bank Guarantee (PBG) within 15 days from the Notification of Award, for a value equivalent to 5% of the total order value.
- The Performance Bank Guarantee needs to be valid till the Entire Warranty Period of 12 Months (1 Year).
- In case the selected bidder fails to submit Performance Bank Guarantee within the time stipulated, ICAT at its discretion may cancel the order placed on the selected bidder without giving any notice and forfeit the EMD.
- ICAT shall invoke the Performance Bank Guarantee (PBG) in case the selected Vendor Fails to discharge their contractual obligations during the period or ICAT incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- Performance Bank Guarantee shall be refunded within 30 days of the successful completion of the contract period i.e., expiry of "Warranty and Support Services" of equipment.
- No interest will be paid by ICAT on the amount of Performance Bank Guarantee (PBG).

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

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

21. Law of the Republic of India are applicable to this tender.
22. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
23. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
24. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:
Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
25. **MSME Exemption Applicability:** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.

Additional Terms & Conditions (ATC)

Form "A"

Performa for Performance Bank Guarantee

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

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

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **10% (ten percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

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

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

Additional Terms & Conditions (ATC)

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

Additional Terms & Conditions (ATC)

Form "B"

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

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

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

Form "C"

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

Undertaking Regarding Blacklisting/Non-Debrment

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

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

For.....

Authorised Signatory

Date:

Additional Terms & Conditions (ATC)

Form "D"

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

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

* 1. Declaration regarding Make in India

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

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

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

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

Authorised Signatory

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

Additional Terms & Conditions (ATC)

Form "E"

Earnest Money Deposit

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

Date: _____

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

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)
Form "F"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/FTL/SPMS/2024-25/5

Tender Detail: Supply and Installation of Seat Mapping Pressure Sensor

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

Additional Terms & Conditions (ATC)

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

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

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

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

- (1) they are members of a Hindu Undivided Family;
- (2) they are husband and wife; or

Additional Terms & Conditions (ATC)

(3) A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-

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

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

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

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

Additional Terms & Conditions (ATC)

having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "F"

Manufacturers /Producers Authorization Form (MAF)

(To be submitted Original on the OEM Letter Head)

Letter No. _____

Date: _____

To,

The Purchase Officer

International Centre For Automotive Technology

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

Sub: OEM Authorization Letter

Dear Sir:

Ref: Your RFP Reference No: ICAT/GeM/FTL/SPMS/2024-25/5 Dated: 12-May-2024

We, who are established and reputable manufacturers / producers of _____ having factories / development facilities at (address of factory / facility) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

a. Such Products as ICAT may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

b. in the event of termination of production of such Products:

- i. Advance notification to ICAT of the pending termination, in sufficient time to permit to procure needed requirements; and
- ii. Following such termination, furnishing at no cost to ICAT the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note - 1: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Additional Terms & Conditions (ATC)

Form "H"

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

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer against Tender No. ICAT/GeM/FTL/SPMS/2024-25/5 Dated 12-May-2024 for Supply and Installation of Seat Pressure Mapping Sensor at ICAT Centre - 1, Manesar (Haryana).

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

We hereby confirm the following points.

1. Parts supplied by us are certified and compatible with the offered solution.
2. Parts supplied and available are not declared as End-Of-Life/ EOS for next 10 Years from the date of acceptance. After installation, if such parts are found End-Of-Life, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the International Centre For Automotive Technology (ICAT) during the warranty period i.e., 1 Year (12 Months).

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

For M/s _____ (Name of the manufacturer)

Signature & company seal
Name Designation
Email
Mobile No.

Note: Separate undertakings are essential from each OEM, interconnects and software.