



बिड संख्या/Bid Number: GEM/2025/B/6741491

दिनांक /Dated: 29-09-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-10-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-10-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	National Automotive Board
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Air Bag Timer for Data Acquisition System for Sled & Pedestrian Safety Testing; Service Provider
अनुबंध अवधि /Contract Period	4 Month(s) 3 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 बढ़ने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3400000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

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

लाभार्थी /Beneficiary :

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

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

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

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

Price Breakup - [1759160636.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:[1759160645.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1759160651.pdf](#)

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Automotive Test Agency; Air Bag Timer For Data Acquisition System For Sled & Pedestrian Safety Testing; Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Automotive Test Agency
Type of Item/Product/System to be repaired or Installed	Air Bag Timer for Data Acquisition System for Sled & Pedestrian Safety Testing
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	0

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

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

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

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

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

Tender Index		
SI No.	Content	Page No.
1.	Annexure - A (Detailed Technical Requirement and Scope of Work)	2-5
2.	Annexure - B (Eligibility & Evaluation Criteria)	6-7
3.	Annexure - C (General Terms & Conditions)	8-13
4.	Form - I (Performa for Performance Bank Guarantee - PBG)	14-15
5.	Form - II (Checklist)	16
6.	Form - III (Undertaking Regarding Blacklisting/Non-Debarment)	17
7.	Form - IV (Bid Security Declaration)	18
8.	Form - V (Declaration in Respect of Conflict Interest)	19-21
9.	Form - VI (No Deviation Declaration)	22
10.	Form - VII (Undertaking For Product/Service Compliance)	23
11.	Form - VIII (Undertaking)	24
12.	Form - IX (Undertaking for Non-Subcontracting)	25
13.	Form - X (Declaration Regarding "Restriction on Procurement from a Bidder of a Country Which Shares a Land Border with India")	26
14.	Form - XI (Certificate Regarding Declaration of Local Content)	27
15.	Form - XII (Price Reasonability Declaration Letter)	28
16.	Form - XIII (OEM Authorization Certificate)	29

ATC - Additional Terms & Conditions

Annexure - A

Detailed Technical Requirement and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, hereby invites bids through a restrictive bidding process under Proprietary Article Certificate (PAC) on the Government e-Marketplace (GeM) Portal for "Supply and Installation of Kistler Make Air Bag Timer & Connecting Cables for Data Acquisition System for Sled & Pedestrian Safety Testing".

1. **Product Description:** Timer Unit of Airbag for Crash Testing in PSL.
2. **Objective:** Procurement of Kistler Make Air Bag Timer & Connecting Cables for Data Acquisition System for Sled & Pedestrian Safety Testing.
3. **Details Timer Unit for Airbag Technical Specification**

SI No.	Item Code	Product Description of Timer Unit for Airbag	Quantity
1	FG-100026	KiTimer 2.0 (Lemo 1B) Model Part no. K3889B 8 channel KiTimer system Including 1. One trailing Cable between adapter to KiHUB – 2m, Part No. K38C0520-002 2. Battery module of KiTimer.	1
2	FG-100025	CL2 Interconnection Cable 50cm standard length Part no. K38C0330	2
3	TR-100142	Trailing Cable between adapter to KiHUB – 2m Part No. K38C0520-002, Part no. K38C0520	1
4	K38C0310-25.00	Lab Cable CL2 5m Universal cable: Part no. K30C0310	1

Other Technical Conditions:

1. **Scope of Work:** The scope of work shall comprise the supply, installation, testing, and commissioning of Kistler make Air Bag Timer along with compatible connecting cables for integration with the Data Acquisition System (DAS) used in Sled and Pedestrian Safety Testing.

The successful bidder shall ensure the following:

- The supplied equipment is new, original, and complies with the specified technical requirements.
- Full compatibility and seamless integration with the existing Data Acquisition System.
- Complete functionality of the system upon installation, including successful testing and commissioning.
- Necessary technical support and documentation to facilitate smooth operation post-installation.

ATC - Additional Terms & Conditions

The bidder shall bear full responsibility for ensuring the operational readiness and performance of the system to the satisfaction of the purchaser.

2. Delivery and Completion Period

- a. The total period for completion of all contractual obligations, including **Supply, Installation, Testing and final commissioning**, shall not exceed **120 (one hundred twenty) calendar days** from the date of issuance of the **Purchase Order**.
- b. In the event of any delay beyond the stipulated completion period, the Supplier shall be liable to pay **Liquidated Damages (LD)** at the rate of **0.5% (zero-point five percent)** of the **total contract value** for each **week of delay or part thereof**, subject to a **maximum ceiling of 10% (ten percent)** of the total contract value.
- c. The imposition of Liquidated Damages shall not relieve the Supplier of its obligations under the contract, nor shall it preclude the Purchaser from invoking other remedies available under the contract or applicable law.

3. **Liquidated Damages (LD):** The entire activity shall be completed strictly within the period stipulated in the Purchase Order. In the event of delay in completion of the work beyond the specified schedule, the successful bidder shall be liable to pay Liquidated Damages (LD), not as a penalty but as a genuine pre-estimate of loss, at the rate of **0.5% (half percent)** of the total contract value per week of delay or part thereof. The total cumulative LD shall not exceed **10% (ten percent)** of the total contract value. Once the maximum limit is reached, ICAT reserves the right to initiate termination proceedings, risk purchase, or any other action deemed appropriate under the contract. The imposition of LD shall be without prejudice to other remedies available to ICAT under the terms of the contract.

4. **Warranty Clause:** The Air Bag Timer, along with all associated components and accessories supplied and installed under this contract, shall be covered by a comprehensive warranty for a period of twelve (12) months from the date of final acceptance by the Purchaser.

During the warranty period:

- a. The Supplier shall, at its own cost and risk, rectify or replace any defects in materials, workmanship, or performance that may arise under normal use and service conditions.
- b. All transportation, labour, and associated costs related to the repair or replacement of defective items shall be borne by the Supplier.
- c. Any repair or replacement carried out under the warranty shall be subject to a fresh warranty for the remaining period or **six (6) months**, whichever is longer.
- d. The Supplier shall ensure prompt response and resolution of warranty claims within a **reasonable time frame**, not exceeding **15 working days** from the date of notification by the Purchaser.
- e. The warranty obligations shall be in addition to any other rights or remedies available to the Purchaser under the contract or applicable laws.

5. Payment Terms

- a. **90% (Ninety Percent)** of the total contract value shall be released upon receipt of the complete and defect-free material at the ICAT site, subject to submission of the following documents:
 - Original Invoice
 - Delivery Challan or Invoice duly acknowledged by ICAT stores
 - Packing list and warranty certificates
 - OEM compliance certificate (if applicable)
 - Any other documents as specified in the Purchase Order

ATC - Additional Terms & Conditions

- b. The remaining **10% (Ten Percent)** of the contract value shall be released after successful installation, testing, commissioning, and final acceptance of the Air Bag Timer and associated components by the Purchaser.
- c. All payments shall be made through electronic transfer within a reasonable period, subject to satisfactory compliance with the contractual obligations and submission of required documentation.
- d. Statutory deductions, if any, shall be made at source as per applicable laws.

6. Performance Guarantee

- a. The successful bidder shall furnish a Performance Bank Guarantee (PBG) amounting to **5% (Five Percent)** of the total order value, in the prescribed format, issued by a scheduled commercial bank in India.
- b. The Performance Guarantee shall be submitted within **15 (fifteen) days** from the date of issuance of the Purchase Order and shall remain valid until the successful completion of the warranty period, i.e., **twelve (12) months** from the date of final acceptance of the supplied equipment.
- c. The Performance Guarantee shall serve as a security for the due performance of all obligations of the Supplier under the contract, including warranty obligations.
- d. In the event of any default, non-performance, or breach of contractual terms by the Supplier, the Purchaser shall have the right to invoke the Performance Guarantee, either in part or in full, without prejudice to any other rights or remedies available under the contract or applicable law.
- e. The Performance Guarantee shall be released by the Purchaser only after the expiry of the warranty period and upon satisfactory fulfilment of all contractual obligations by the Supplier.

7. **Risk Purchase:** In case the selected bidder fails to deliver within the stipulated time or as per the specifications, ICAT reserves the right to procure the same services from an alternative source at the cost and risk of the defaulting bidder.

8. Subcontracting

- a. The Supplier shall not subcontract the whole or any part of the scope of work under this contract without the prior written consent of the Purchaser.
- b. If any part of the work is subcontracted with the prior written approval of the Purchaser, the Supplier shall remain solely responsible and liable for the satisfactory execution and completion of the contract in accordance with its terms and conditions.
- c. The Supplier shall ensure that any approved subcontractor complies with all applicable provisions of the contract, including but not limited to quality standards, timelines, confidentiality, and safety regulations.
- d. The Purchaser reserves the right to seek details of the subcontractor(s) and to reject or require replacement of any subcontractor deemed unsuitable for any reason, including lack of technical capability, financial standing, or prior performance record.
- e. No subcontracting shall relieve the Supplier of any of its liabilities, responsibilities, or obligations under the contract, and the Supplier shall be fully accountable to the Purchaser for the acts, omissions, and defaults of any subcontractor as if they were the Supplier's own.

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

ATC – Additional Terms & Conditions

10. **Project/Delivery Address:** PSL Department C/o International Centre For Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051.

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

Contact Person: Mr. Abhishek Mittal – PSL Department

Contact No.: +91-9990607452 (Mobile)

Email ID: abhishek.mittal@icat.in

ICAT - PSL

ATC - Additional Terms & Conditions

Annexure - B

Eligibility & Evaluation Criteria

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

Eligibility Criteria for the Bidders:

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

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

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

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

2. **The bidder should be either an OEM/OES/OPM or his authorized channel partner**
The bidder must be either:

- a) the **Original Equipment Manufacturer (OEM)**,
- b) the **Original Equipment Supplier (OES)**,
- c) an **Original Parts Manufacturer (OPM)**,
- d) a **subsidiary** of the OEM/OES/OPM, or
- e) an **authorized channel partner** duly appointed by the OEM/OES/OPM.

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

3. **Submission of ATC (Additional Terms & Conditions) Document:** Bidders shall mandatorily submit the duly filled, signed, and complete ATC (Additional Terms & Conditions) document, along with all annexures, declarations, and forms enclosed therein, as part of their bid. Failure to submit a properly completed ATC document shall render the bid non-responsive and subject to outright rejection.
4. **Submission of Comprehensive Proposal:** It is a mandatory requirement that all bidders submit a comprehensive and complete proposal covering the entire scope of work and all

ATC - Additional Terms & Conditions

items as detailed in the tender documents. Any bid found to be incomplete in any respect—including but not limited to omission of pricing, scope, or technical details for any item, component, or activity specified in the tender—shall be treated as non-compliant and will be rejected without further evaluation. Bidders must ensure that their proposals contain valid and complete offers against each, and every requirement listed in the tender schedule.

5. **India-Based Operations:** Only bidders having an established base of operations in India are eligible to participate in this tender. The bidder must be a legal entity registered and operating within India and shall be capable of providing all necessary services, support, and statutory compliances from within the country.
6. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India. A declaration must be submitted to this effect with the tender document.
7. Bidder must comply with the provisions of:
 - Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time. <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
 - Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time. (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

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

Contact Person: Mr. Abhishek Mittal - PSL Department

Contact No.: +91-9990607452 (Mobile)

Email ID: abhishek.mittal@icat.in

ATC - Additional Terms & Conditions

Annexure - C

General Terms & Conditions

1. **Scope of Work:** The scope of work shall comprise the supply, installation, testing, and commissioning of Kistler make Air Bag Timer along with compatible connecting cables for integration with the Data Acquisition System (DAS) used in Sled and Pedestrian Safety Testing.

The successful bidder shall ensure the following:

- The supplied equipment is new, original, and complies with the specified technical requirements.
- Full compatibility and seamless integration with the existing Data Acquisition System.
- Complete functionality of the system upon installation, including successful testing and commissioning.
- Necessary technical support and documentation to facilitate smooth operation post-installation.

The bidder shall bear full responsibility for ensuring the operational readiness and performance of the system to the satisfaction of the purchaser.

2. **Delivery and Completion Period**

- a) The total period for completion of all contractual obligations, including **Supply, Installation, Testing and final commissioning**, shall not exceed **120 (one hundred twenty) calendar days** from the date of issuance of the **Purchase Order**.
- b) In the event of any delay beyond the stipulated completion period, the Supplier shall be liable to pay **Liquidated Damages (LD)** at the rate of **0.5% (zero-point five percent)** of the **total contract value** for each **week of delay or part thereof**, subject to a **maximum ceiling of 10% (ten percent)** of the total contract value.
- c) The imposition of Liquidated Damages shall not relieve the Supplier of its obligations under the contract, nor shall it preclude the Purchaser from invoking other remedies available under the contract or applicable law.

3. **Liquidated Damages (LD):** The entire activity shall be completed strictly within the period stipulated in the Purchase Order. In the event of delay in completion of the work beyond the specified schedule, the successful bidder shall be liable to pay Liquidated Damages (LD), not as a penalty but as a genuine pre-estimate of loss, at the rate of **0.5% (half percent)** of the total contract value per week of delay or part thereof. The total cumulative LD shall not exceed **10% (ten percent)** of the total contract value. Once the maximum limit is reached, ICAT reserves the right to initiate termination proceedings, risk purchase, or any other action deemed appropriate under the contract. The imposition of LD shall be without prejudice to other remedies available to ICAT under the terms of the contract.

4. **Warranty Clause:** The Air Bag Timer, along with all associated components and accessories supplied and installed under this contract, shall be covered by a comprehensive warranty for a period of twelve (12) months from the date of final acceptance by the Purchaser.

During the warranty period:

- a. The Supplier shall, at its own cost and risk, rectify or replace any defects in materials, workmanship, or performance that may arise under normal use and service conditions.

ATC - Additional Terms & Conditions

- b. All transportation, labour, and associated costs related to the repair or replacement of defective items shall be borne by the Supplier.
- c. Any repair or replacement carried out under the warranty shall be subject to a fresh warranty for the remaining period or **six (6) months**, whichever is longer.
- d. The Supplier shall ensure prompt response and resolution of warranty claims within a **reasonable time frame**, not exceeding **15 working days** from the date of notification by the Purchaser.
- e. The warranty obligations shall be in addition to any other rights or remedies available to the Purchaser under the contract or applicable laws.

5. Payment Terms

- a. **90% (Ninety Percent)** of the total contract value shall be released upon receipt of the complete and defect-free material at the ICAT site, subject to submission of the following documents:
 - Original Invoice
 - Delivery Challan or Invoice duly acknowledged by ICAT stores
 - Packing list and warranty certificates
 - OEM compliance certificate (if applicable)
 - Any other documents as specified in the Purchase Order
- b. The remaining 10% (Ten Percent) of the contract value shall be released after successful installation, testing, commissioning, and final acceptance of the Air Bag Timer and associated components by the Purchaser.
- c. All payments shall be made through electronic transfer within a reasonable period, subject to satisfactory compliance with the contractual obligations and submission of required documentation.
- d. Statutory deductions, if any, shall be made at source as per applicable laws.

6. Performance Guarantee

- a. The successful bidder shall furnish a Performance Bank Guarantee (PBG) amounting to **5% (Five Percent)** of the total order value, in the prescribed format, issued by a scheduled commercial bank in India.
- b. The Performance Guarantee shall be submitted within **15 (fifteen) days** from the date of issuance of the Purchase Order and shall remain valid until the successful completion of the warranty period, i.e., **twelve (12) months** from the date of final acceptance of the supplied equipment.
- c. The Performance Guarantee shall serve as a security for the due performance of all obligations of the Supplier under the contract, including warranty obligations.
- d. In the event of any default, non-performance, or breach of contractual terms by the Supplier, the Purchaser shall have the right to invoke the Performance Guarantee, either in part or in full, without prejudice to any other rights or remedies available under the contract or applicable law.
- e. The Performance Guarantee shall be released by the Purchaser only after the expiry of the warranty period and upon satisfactory fulfilment of all contractual obligations by the Supplier.

- 7. **Risk Purchase:** In case the selected bidder fails to deliver within the stipulated time or as per the specifications, ICAT reserves the right to procure the same services from an alternative source at the cost and risk of the defaulting bidder.

ATC - Additional Terms & Conditions

8. Subcontracting

- a. The Supplier shall not subcontract the whole or any part of the scope of work under this contract without the prior written consent of the Purchaser.
- b. If any part of the work is subcontracted with the prior written approval of the Purchaser, the Supplier shall remain solely responsible and liable for the satisfactory execution and completion of the contract in accordance with its terms and conditions.
- c. The Supplier shall ensure that any approved subcontractor complies with all applicable provisions of the contract, including but not limited to quality standards, timelines, confidentiality, and safety regulations.
- d. The Purchaser reserves the right to seek details of the subcontractor(s) and to reject or require replacement of any subcontractor deemed unsuitable for any reason, including lack of technical capability, financial standing, or prior performance record.
- e. No subcontracting shall relieve the Supplier of any of its liabilities, responsibilities, or obligations under the contract, and the Supplier shall be fully accountable to the Purchaser for the acts, omissions, and defaults of any subcontractor as if they were the Supplier's own.

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

10. **Project/Delivery Address:** PSL Department C/o International Centre For Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051.

11. **Disqualification Clause:** Bidders are required to meet all the eligibility, technical, and qualification criteria as specified in this tender document. Failure to comply with any one of the stipulated conditions or criteria shall result in the immediate disqualification of the bid, at any stage of the evaluation process, without any further notice or obligation on the part of the Purchaser. The Purchaser reserves the right to reject such bids without assigning any reason and without entertaining any representation in this regard. The decision of the Purchaser in determining the responsiveness and qualification of bids shall be final, binding, and non-contestable.

12. **Pricing and Discrepancies:** Prices must be quoted in INR and in figures only. In case of a discrepancy between the unit price and the total price calculated by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected.

13. **Offer Validity:** Bids should remain valid for at least 180 days from the date of opening the Technical Bid. Bids with a shorter validity period will be rejected. ICAT reserves the right to request an extension of the validity period, if required.

14. **Confidential Information:** Both ICAT and the selected bidder shall maintain the confidentiality of all documents, data, and information related to the contract. This information shall not be disclosed to any third party without prior written consent.

15. **Unsatisfactory Performance:** ICAT reserves the right to assess the performance of the bidder's work and may reject any system or component that does not meet the required standards. If the performance is unsatisfactory, ICAT may reject the system, either partially or fully, and the bidder will be bound by ICAT's decision.

ATC – Additional Terms & Conditions

16. **Contract Termination:** If the vendor's performance is unsatisfactory regarding timely delivery or product quality, ICAT will issue a warning letter. If the issues persist after a second warning, ICAT reserves the right to terminate the contract with 30 days' written notice without further explanation. Any amounts due to the vendor will be paid or forfeited as per the contract terms, and the vendor must withdraw their materials from ICAT premises within a month.
17. **Dispute Resolution:** Any dispute arising out of this tender shall be referred to arbitration, with the decision of the arbitrator appointed by the Director of ICAT being binding. If disputes persist, the matter will be referred to the High Court of Haryana or another appropriate court in Gurugram (Haryana).
18. **Amendment or Withdrawal of Tender:** ICAT reserves the right to amend or withdraw the tender at any stage without any obligation to notify the bidders. ICAT also reserves the right to disqualify any bidder at any stage, and to reject any or all bids without assigning reasons.
19. **Force Majeure:** Force Majeure refers to any event beyond the control of either ICAT or the bidder that prevents the fulfilment of contractual obligations. Such events include natural disasters, government actions, wars, strikes, or epidemics. In case of Force Majeure, the affected party shall notify the other party within 10 days and will not be held liable for delays resulting from such causes.
20. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
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 offers lowest (L1) would be selected.
24. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
 - **"Corrupt Practice"** means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
 - **"Fraudulent Practice"** means misrepresentation or omission of facts in order to execution of contract.
 - **"Collusive Practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
 - During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent,

ATC - Additional Terms & Conditions

collusive or coercive practice in competing for the contract in question, then **a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.**

- Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.

- 25. Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
- 26. 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.
- 27. 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.
- 28. 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

ATC – Additional Terms & Conditions

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.

ICAT - PSL

ATC - Additional Terms & Conditions

Form "I"

Performa for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 051 (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 122051, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

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

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

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

ATC – Additional Terms & Conditions

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

ATC - Additional Terms & Conditions

Form "II"

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

1	Name of the Bidder	
2	Address of the Bidder	
3	Contact Details of the Bidder	
	Telephone No. With STD Code	
	Fax No.	
	Mobile No.	
	E-mail ID	
	Website, if any	
4	Name of Proprietor/Partners/Directors of Firm/Agency	
5	Bidder Bank Details:	
	Name of Account Holder	
	Complete A/c No. (Current/Savings)	
	Name of Bank	
	Name of the Branch with Complete Address	
	IFS Code of the Branch	
	9 Digit MICR Code of the Branch	
6	Registration and Incorporation Particulars of the bidder indicating legal status such as Company, partnership/proprietorship concern, etc (Please attached copies of the relevant documents/certificates)	
7	GST Registration Details	
8	Copies of Permanent Income Tax Number (PAN)/Income Tax Circle	
12	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
13	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	
14	Any other information document: Please specify	

ATC - Additional Terms & Conditions

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

ATC - Additional Terms & Conditions

Annexure "IV"

Bid Security Declaration

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

To,
The Director
International Centre For Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar
Gurugram - 122051

Tender Reference: "ICAT/GeM/PSL/AIR-BGT/2025-26/277, Supply and Installation of Kistler Make Air Bag Timer & Connecting Cables for Data Acquisition System for Sled & Pedestrian Safety Testing".

Sir/Madam,

We, the undersigned, solemnly declare that:

We understand the according to the conditions of this Tender Document, they must be supported by a Bid Securing Declaration.

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

ATC - Additional Terms & Conditions

Form "V"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PSL/AIR-BGT/2025-26/277

Tender Detail: Supply and Installation of Kistler Make Air Bag Timer & Connecting Cables for Data Acquisition System for Sled & Pedestrian Safety Testing.

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/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)			
	Sr. No.	Full Name	DIN	Full Residential Address
	1			
	2			
	3			
	4			
5				

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

Full Name of Legal Representative/Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	

ATC - Additional Terms & Conditions

Office Land-Line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

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

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

ATC – Additional Terms & Conditions

represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/ foreign agent on behalf of only one principal.*
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ 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

ATC - Additional Terms & Conditions

Form "VI"

No Deviation Declaration
(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

ATC – Additional Terms & Conditions

Form “VII”

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

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

ATC – Additional Terms & Conditions

Form “VIII”

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ ATC Document No. ICAT/GeM/PSL/AIR-BGT/2025-26/277 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

ATC - Additional Terms & Conditions

Form "IX"

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

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

ATC - Additional Terms & Conditions

Form X

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

(To be submitted on Applicant's Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in ICAT tender **ATC Document No. ICAT/GeM/PSL/AIR-BGT/2025-26/277**, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

ATC - Additional Terms & Conditions

Form XI

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

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

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

Ref: NIT/GeM Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing 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.

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

Thanking You,

Your Faithfully,

Authorised Signatory

Date.....

Place.....

ATC - Additional Terms & Conditions

Form XII

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

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

Subject: Price Declaration for "Supply and Installation of Kistler Make Air Bag Timer & Connecting Cables for Data Acquisition System for Sled & Pedestrian Safety Testing".

Reference: ICAT/GeM/PSL/AIR-BGT/2025-26/277

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

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

Thanking you,

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name: _____

Designation: _____

Contact Details: _____

Seal of the Bidder: _____

Date: _____

Place: _____

ATC - Additional Terms & Conditions

**Form XIII
OEM Authorization Certificate**

Date:

Reference: Bid No. ICAT/GeM/PSL/AIR-BGT/2025-26/277

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

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

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

Subject: OEM Authorization Certificate for Participation in Tender for **Supply and Installation of Kistler Make Air Bag Timer & Connecting Cables for Data Acquisition System for Sled & Pedestrian Safety Testing.**

Dear Sir/Madam,

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

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

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

We confirm that:

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

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

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

Yours sincerely,

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

Authorized Signatory: _____

Name: [Full Name]

Designation: [Official Title]

Seal & Signature:

Date: [Insert Date]

Place: [Insert Place]

