

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details  |   |
|--|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time  | 17-06-2026 15:00:00   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time   | 17-06-2026 15:30:00   |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)  | 180 (Days)  |
| मंत्रालय/राज्य का नाम / Ministry/State Name  | Ministry Of Heavy Industries And Public Enterprises   |
| विभाग का नाम / Department Name   | Department Of Heavy Industry  |
| संगठन का नाम / Organisation Name   | National Automotive Board   |
| कार्यालय का नाम / Office Name  | National Automotive Board Manesar   |
| कुल मात्रा / Total Quantity  | 46  |
| वस्तु श्रेणी / Item Category   | Offset Deformable Barriers (ODB) deformable barriers , Mobile Deformable Barriers (MDB) deformable barriers , AEMDB deformable barriers   |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS  | AEMDB deformable barriers   |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS   | Noise Barriers, ROAD BARRIER, Stanchion Barriers (V2), Road Delineator (V2), Surgical Adhesion Barrier, Barrier Blocks, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, M.S Stopper for Traffic Control (Portable Barrier), Spike Barrier (V2), K - 4 Crash Rated Boom Barrier |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                    | <ul style="list-style-type: none"> <li>ROAD BARRIER</li> </ul>  |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover       | No  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover | No  |

| <b>बिड विवरण/Bid Details</b>   |  |
|--|--|
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>  | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 |
| <b>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?</b> | 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)   |
| <b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>   | 3  |
| <b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>   | 7  |
| <b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>   | 3  |
| <b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>  | Yes  |
| <b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>  | H1-Highest Priced Bid Elimination  |
| <b>बिड का प्रकार/Type of Bid</b>   | Two Packet Bid   |
| <b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>   | Offset Deformable Barriers (ODB) deformable barriers   |
| <b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>   | 2 Days   |
| <b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No   |
| <b>मूल्यांकन पद्धति/Evaluation Method</b>  | Total value wise evaluation  |
| <b>वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required</b>   | Yes  |
| <b>मध्यस्थता खंड/Arbitration Clause</b>  | No   |
| <b>सुलह खंड/Mediation Clause</b>   | No   |

#### ईएमडी विवरण/EMD Detail

|                             |           |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | HDFC Bank |
|-----------------------------|-----------|

|                       |        |
|-----------------------|--------|
| ईएमडी राशि/EMD Amount | 392000 |
|-----------------------|--------|

**ईपीबीजी विवरण /ePBG Detail**

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

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

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

**लाभार्थी /Beneficiary :**

International Centre for Automotive Technology  
 Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122051  
 (Icat)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

|   |   |
|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference  | Yes   |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%  | 20  |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference   | 50  |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

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

|  |    |
|--|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                          | 25 |

1. 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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

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

Price Bid - [1779870667.xlsx](#)

**Pre Bid Detail(s)**

|  |   |
|--|---|
| <b>मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time</b> | <b>प्री-बिड स्थान/Pre-Bid Venue</b>   |
| 04-06-2026 11:00:00                                      | Passive Safety Laboratory, C/o International Centre for Automotive Technology (ICAT)<br>Centre-II, Plot No-1, Sector-M-11, HSIIDC, IMT Manesar, Gurugram-122051, Haryana, INDIA |

**Offset Deformable Barriers (ODB) Deformable Barriers ( 28 pieces )**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|---|------------------|------------------------------|
| 1             | Girish Chander  | 122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050 | 28               | 545                          |

**Mobile Deformable Barriers (MDB) Deformable Barriers ( 8 pieces )**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Girish Chander  | 122051,INTERNATIONAL<br>CENTRE FOR AUTOMOTIVE<br>TECHNOLGY Plot No 26, Sector<br>3, HSIIDC, IMT-Manesar,<br>Gurgaon 122050 | 8                | 545                             |

### AEMDB Deformable Barriers ( 10 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

|  |                          |
|--|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer<br>Specification Document | <a href="#">Download</a> |
|--|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Girish Chander  | 122051,INTERNATIONAL<br>CENTRE FOR AUTOMOTIVE<br>TECHNOLGY Plot No 26, Sector<br>3, HSIIDC, IMT-Manesar,<br>Gurgaon 122050 | 10               | 545                             |

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

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The**

**Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

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

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

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

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

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

**---धन्यवाद/Thank You---**

**Additional Terms & Conditions (ATC)**

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**निविदा आमंत्रण सूचना (एनआईटी) / NIT – Notice for Inviting Tender**

The Director, International Centre for Automotive Technology (ICAT), having GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under Two-Bid System (Technical Bid and Financial Bid) from experienced and eligible bidders for “**Annual Rate Contract for Supply of ODB, MDB & AEMDB deformable barriers for Passive Safety Lab at ICAT Centre- II, Manesar, (Haryana)**”.

**Tender Activity Schedule**

|  |   |
|--|---|
| <b>Scope of Supply</b>   | <b>Annual Rate Contract (ARC) for Supply of ODB, MDB &amp; AEMDB deformable barriers for Passive Safety Lab at ICAT Centre- II, Manesar, (Haryana).</b>   |
| <b>Detailed Technical Specification</b>                        | Please Refer “ <i>Annexure - A</i> ”  |
| <b>Site Location</b>   | Passive Safety Lab at ICAT Centre- II, Manesar, (Haryana)   |
| <b>Earnest Money Deposit (EMD) Or Bid Security Declaration</b> | <p><b>Earnest Money Deposit (EMD): INR 3,92,000/- (Three Lakhs Ninety two thousand Rupees Only)</b> shall be submitted in form of <b>DD/Bank Guarantee/Banker’s Cheque &amp; FDR drawn in favor of “International Centre for Automotive Technology”</b>, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or <b>Online through RTGS/NEFT/Internet Banking</b> in Beneficiary Name “<b>International Centre for Automotive Technology</b>”.</p> <p style="text-align: center;"><b>Or</b></p> <p>Firms who are registered with Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate/ Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. <b>(The certificate should be valid for at least 6 months from the date of submission of bids).</b></p> <p><b>Note: The exemption shall not apply to traders, agents, dealers, distributors, or firms engaged in works contracts, even if they are registered under MSE.</b></p> <p style="text-align: center;"><b>Or</b></p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per “<b>Form III</b>” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.</p> |
| <b>Eligibility Criteria</b>                                    | Please Refer “ <i>Annexure - D</i> ” of the ATC Document  |
| <b>The Last Date of Receipt of Queries if any,</b>             | <b>Submission of Pre-Bid Queries</b><br>Bidders are required to submit their queries, if any, in writing on GEM/ E-mail ID as mentioned in tender   |
| <b>ARC Period</b>  | 12 Months from the date of award of contract on GeM Portal. Purchase order for the required quantities will be released on as an when required basis as per agreed rates in the contract during the contract period.  |
| <b>Delivery Schedule</b>                                       | Barriers must be supplied within 180 days after receipt of ICAT’s internal PO on as an when required basis.   |

**Additional Terms & Conditions (ATC)**

|                                       |  |
|---------------------------------------|--|
| <b>Date for Clarification Meeting</b> | <p><b>Pre-Bid Meeting</b> shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.</p> <ul style="list-style-type: none"> <li>➤ <b>Date &amp; Time : As per GEM.</b></li> <li>➤ <b>Venue: PSL Meeting Room, International Centre for Automotive Technology (ICAT) Centre-II, Plot No-1, Sector-M-11, HSIIDC, IMT Manesar, Gurgaon-122051, Haryana, INDIA</b></li> <li>➤ <b>Mode: Physical or Virtual Meeting</b></li> </ul> <p>All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.</p> |
|---------------------------------------|--|

**ICAT Bank Details for NEFT/RTGS (In case any bidder deposits the EMD of INR 3,92,000/- through NEFT/RTGS)**

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

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

- ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.

**Additional Terms & Conditions (ATC)  
Annexure – A**

**विस्तृत तकनीकी विनिर्देश और कार्यक्षेत्र / Detailed Technical Specifications and Scope of Work**

The Director, International Centre for Automotive Technology (ICAT), having GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under Two-Bid System (Technical Bid and Financial Bid) from experienced and eligible bidders for **“Annual Rate Contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers for Passive Safety Lab at ICAT Centre- II, Manesar, (Haryana).**

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

| Description   | Estimated Quantity | Delivery Location   | Target delivery Period from the date of award of Contract/ Purchase Order |
|---|--------------------|---|---|
| Supply of <b>Offset Deformable Barriers (ODB) deformable barriers</b> | 28 no's            | Passive Safety Lab at ICAT Centre- II, Manesar, (Haryana) | Within 6 months from date of ICAT's Purchase order.                       |
| Supply of <b>Mobile Deformable Barriers (MDB) deformable barriers</b> | 8 no's             |   |   |
| Supply of <b>AEMDB deformable barriers</b>                            | 10 no's            |   |   |

**A.2 Detailed Specifications of deformable barriers:**

| S. No. | Deformable barrier              | Reference              |
|--------|---------------------------------|------------------------|
| 1      | Offset Deformable barrier (ODB) | As per AIS 098/AIS 197 |
| 2      | Mobile deformable barrier (MDB) | As per AIS 098/AIS 197 |
| 3      | AEMDB Barrier                   | As per AIS 197 Rev 1   |

|  |  |
|--|--|
| Project Site   | Passive Safety Laboratory, C/o International Centre for Automotive Technology (ICAT) Centre-II, Plot No-1, Sector-M-11, HSIIDC, IMT Manesar, Gurugram-122051, Haryana, INDIA |
| <b>For or any technical queries please feel free to contact the undersigned</b>  |  |
| <b>Contact Person:</b> Mr. Komal Kumar - PSL Department, ICAT<br><b>Contact No.</b> +91 9466573880<br><b>Mail ID:</b> <a href="mailto:komal.kumar@icat.in">komal.kumar@icat.in</a> |  |

## Additional Terms & Conditions (ATC)

### Annexure – B

#### बोलीदाताओं के लिए निर्देश / Instructions to Bidders

- 1. Submission of Quotation and Technical Documentation:** The Bidder shall submit a complete and comprehensive quotation in strict conformity with the detailed technical specifications of “*Crash barriers*” as specified in “*Annexure - A*” of the **Additional Terms and Conditions (ATC) document**. The submission must encompass both the technical and financial proposals, duly separated and prepared in accordance with the requirements and formats prescribed in the tender documents. The technical bid shall include all requisite technical documentation, specifications, detailed drawings, product literature, and any other supporting information necessary to demonstrate full compliance with the tender specifications. Non-compliance with the stipulated submission requirements or failure to provide the requisite technical and financial details may result in rejection of the bid at the sole discretion of the Purchaser.
- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.  
Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.  
The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.  
It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
- 4. Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.  
Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the Pre-Bid Meeting. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.  
All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the **Pre-Bid Meeting (MoM)** on the Purchaser’s official website ([www.icat.in](http://www.icat.in)) and on the **GEM Portal**. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the pre-bid stage.

**Additional Terms & Conditions (ATC)**

**5. Pre-Bid Meeting Conditions**

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

- **Date:** As PER GeM
- **Venue:** PSL Meeting Room, International Centre for Automotive Technology (ICAT) Centre-II, Plot No-1, Sector-M-11, HSIIDC, IMT Manesar, Gurgaon-122051, Haryana, INDIA.
- **Mode:** Physical Meeting or Virtual

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

**5.2 Submission of Pre-Bid Queries**

- Bidders are required to submit their queries, if any, in writing to [komal.kumar@icat.in](mailto:komal.kumar@icat.in), [ashish@icat.in](mailto:ashish@icat.in), [prem.purang@icat.in](mailto:prem.purang@icat.in) & [javed.rahi@icat.in](mailto:javed.rahi@icat.in).
- Queries should be submitted in the following format (*Format XI*):

| Sr.No. | Clause No. | Existing Provision | Query/Suggestion |
|--------|------------|--------------------|------------------|
|--------|------------|--------------------|------------------|

**5.3 Clarifications and Amendments**

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

**5.4 No Individual Communication**

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

**5.5 Binding Clarifications Only Through Corrigendum**

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

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

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

**6 Earnest Money Deposit (EMD)**

**6.1 EMD Amount:** Bidders are required to submit an **Earnest Money Deposit (EMD) of INR 3,92,000/- (Three Lakhs Ninety-two Thousand Rupees Only)** along with their bid. The EMD shall be submitted through the mode specified in the GEM portal or as otherwise prescribed in the tender document.

**6.2 Exemption for MSEs/Startups: Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate/ Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service** are exempted from payment of EMD, subject to submission of the following

- A **valid registration certificate** clearly indicating coverage for the **tendered item** must be submitted along with the **Technical Bid**.

### Additional Terms & Conditions (ATC)

- A duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **“Form-III”** provided in the Additional Terms and Conditions (ATC) document.

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

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

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

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

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

### 7 Submission of Bids

Bidders are required to submit their bids in **two separate parts** as detailed below:

- **Part I – Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical requirements and eligibility criteria as outlined in the **tender document**. ***Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid.***
- **Part II – Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.

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

### 8 Evaluation Process

- **Stage 1 – Technical Evaluation:** The Technical Bids shall be opened and evaluated first. Only those bidders who meet all mandatory requirements and obtain the minimum qualifying marks, including full marks in technical capability (as applicable), shall be deemed technically qualified.
- **Stage 2 - Financial Evaluation:** The Financial Bids of only the technically qualified bidders will be opened and considered for further evaluation.

9 **Availability of Tender Documents and Corrigendum:** Prospective Bidders are advised to regularly visit the official website of the International Centre for Automotive Technology (ICAT) at **[www.icat.in](http://www.icat.in) and/or the GEM portal** for downloading the complete Tender Document, including all instructions, terms, specifications, and any corrigendum, amendment, clarification, or notification issued in connection with this Tender.

It shall be the sole responsibility of the Bidder to ensure that they have the latest version of the Tender Document and are fully aware of all updates, revisions, or corrigenda issued prior to the bid submission deadline. ICAT shall bear no responsibility or liability for any oversight or failure on the part of the Bidder to obtain such information from the aforementioned platforms.

Additional Terms & Conditions (ATC)

Annexure – C

बयाना राशि जमा - ईएमडी खंड / Earnest Money Deposit – EMD Clause

**Earnest Money Deposit (EMD): INR 3,92,000/- (Three Lakhs Ninety two thousand Rupees Only)** can be submitted in form of **NEFT/RTGS/FDR/DD/Bank Guarantee/Banker's Cheque** drawn in favor of **“International Centre for Automotive Technology”**, payable at Manesar/ Gurugram with from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **“International Centre for Automotive Technology”**.

Or

Firms who are registered with Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate/ Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service, shall be exempted from submission of Earnest Money Deposit (EMD), subject to the following conditions:

- A valid registration certificate clearly indicating coverage for the tendered item must be submitted along with the Technical Bid.
- The registration certificate should remain valid for a minimum of six (6) months from the last date of bid submission.
- Exemption shall be granted only for procurement of goods/services directly covered under the registration.

**Note: The exemption shall not apply to traders, agents, dealers, distributors, or firms engaged in works contracts, even if they are registered under MSE.**

Or

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

**ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the INR 3,92,000/- through NEFT/RTGS)**

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

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

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

**Key Note's**

- *EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered*

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

by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).

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

### **EMD should be forfeited in favor 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, it has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- Fails to provide /furnish the Performance 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".

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### Annexure D

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

#### Part – I (पूर्व-योग्यता/न्यूनतम पात्रता मानदंड / Pre-Qualification/Minimum Eligibility Criteria)

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

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

1. **Legal Valid Entity:** The Bidder must be a legally recognized entity under applicable Indian laws and shall be eligible to participate in the tender in any of the following forms: Proprietorship Firm, Partnership Firm, Private Limited Company, or Registered Agency.

**To establish legal status and eligibility, the Bidder shall mandatorily submit documentary evidence of their legal constitution along with the Technical Bid, as specified below:**

- **Proprietorship Firm:** A copy of the valid registration certificate, trade license, or any equivalent document issued by a competent authority clearly indicating the establishment and legal existence of the firm.
- **Partnership Firm:** A copy of the duly executed Partnership Deed along with the firm's registration certificate issued by the Registrar of Firms (if applicable under the Partnership Act, 1932).
- **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), duly certified by an authorized signatory.
- **Agency:** A copy of the registration certificate or any valid statutory license or document evidencing the agency's legal status under the relevant law (e.g., registration under the Shops and Establishments Act or equivalent legislation).

Failure to submit any of the above documents as applicable to the nature of the bidding entity may render the bid liable for rejection at the sole discretion of the Purchaser. All documents shall be self-attested and submitted as part of the Technical Bid.

2. **Mandatory Submission of Comprehensive Proposal:** It shall be a mandatory pre-qualification requirement that all Bidders submit a complete and comprehensive proposal covering the entire scope of supply, services, and deliverables as specified in the Tender Documents, including but not limited to all items, components, and associated works listed in the Bill of Quantity (BoQ), Scope of Work (SoW), Technical Specifications, and Additional Terms and Conditions (ATC).

Submission of an incomplete or partial bid, including but not limited to omission of any item, sub-item, or service from the proposal, shall be treated as non-compliance with the tender specifications and shall result in outright rejection of the bid without further consideration or evaluation.

Bidders are advised to thoroughly review all tender documentation and ensure that their technical and financial proposals fully comply with the requirements stated therein. No relaxation, clarification, or opportunity for rectification shall be provided in cases of non-compliance with this condition.

#### **3. Bidder Eligibility**

**The Bidder must be either:**

- Original Equipment Manufacturer (OEM), or Original Equipment Supplier (OES) or a subsidiary of the OEM for the offered product.

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- an Authorized Channel Partner duly appointed by the OEM for the purposes of participation in this tender.

#### 3.1 In case the Bidder is an Authorized Channel Partner/OES/Subsidiary

- The Bidder shall submit a valid and current Authorization Certificate issued by the OEM, explicitly authorizing the Bidder to quote, supply, install, and provide after-sales support for the quoted equipment under this tender.
- The Authorization Certificate shall be submitted in the prescribed format annexed as **“Form VI”** in the tender document and must be duly signed and stamped by an authorized signatory of the OEM.
- Bids submitted without the required Authorization Certificate in the specified format shall be considered non-compliant and shall be rejected without further evaluation.

#### 3.2 In case the Bidder is the OEM

- The Bidder shall submit a self-declaration or certificate confirming their status as the Original Equipment Manufacturer (OEM) of the quoted product.
- This declaration must be furnished on the OEM’s official letterhead and signed by an authorized representative of the organization.
- Failure to submit the applicable certification or declaration as outlined above shall render the bid technically non-responsive, and such bids shall be summarily rejected.

4. **Financial Eligibility – Average Annual Turnover:** The Bidder must have achieved an average annual turnover of not less than **INR 2.0 Crores (Rupees Two Crores only)** during the **last three (3) consecutive financial years**, namely **FY 2022–23, FY 2023–24, and FY 2024–25**.

**Documentary Evidence Required:** To substantiate the above, the Bidder shall submit any of the following documents as part of the Technical Bid.

- A certificate from a Chartered Accountant (**Form XV**), clearly certifying the annual turnover for each of the above-mentioned financial years, **or**
- A copy of the Audited Balance Sheet and Profit & Loss Account for each of the three financial years, duly certified by a Chartered Accountant or Statutory Auditor

#### Mandatory Disclosures:

- Full contact details of the Chartered Accountant or Statutory Auditor who has certified the document, including Name, Designation, Firm Name, Email ID, Contact Number.
- The UDIN (Unique Document Identification Number), as issued by the Institute of Chartered Accountants of India (ICAI), must be clearly visible on all CA-certified documents and balance sheets.

**Non-Compliance:** Failure to submit the required financial documentation in the prescribed format, or failure to mention the CA/Auditor's contact details and UDIN, shall render the bid technically non-responsive and liable for rejection without any further evaluation.

5. **Technical Experience – Minimum Work Experience Requirement:** The Bidder must have at least **three (3) years of experience**. The bidder must submit valid proof for his existence in the industry (i.e. GST Certificate, PAN, Incorporation certificate etc).

6. **Prior Experience - Eligible Clients:** Within the preceding Five (5) years from the date of bid submission date, the Bidder & its OEM must have successfully executed at least two (2) projects related to supply of crash barriers of a similar nature, or any other type of deformable barriers. The reference project(s) must demonstrate the Bidder’s capability to execute contracts of comparable complexity. Eligible clients for such reference projects may include, but are not limited to below in & Outside India:

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- Central Government Ministries/Departments
- State Government Departments
- Public Sector Undertakings (PSUs)
- Autonomous Bodies
- Reputable Private Sector Entities.
- Reputed Automotive OEMs or Manufacturers for 4 Wheelers.
- Testing Agencies/ Regulatory & NACP bodies/Crash Labs of car OEMs.

**The Bidder shall provide the following documents in support of meeting this criterion:**

- i. Copies of Purchase Orders/Work Orders issued by Central Government Ministries/Departments, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Reputable Private Sector Entities, Reputed Automotive OEMs or Manufacturers for 4 Wheelers, Testing Agencies/ Regulatory & NACP bodies/Crash Labs of car OEMs clearly indicating the scope of work, nature of equipment supplied, and year of execution.
- ii. In addition, ICAT may ask for corresponding Client Performance Certificates issued by the end-user.
- iii. A detailed statement summarizing past projects executed in the last 5 years, including:
  - Name of Client
  - Equipment Supplied
  - Year of Completion
  - Contact Details of Client (for verification, if required)

**Failure to demonstrate relevant experience w.r.t. successfully supplied at least two (2) projects related to supply of crash barriers of a similar nature, or any other type of deformable barriers in previous 5 years shall render the bid technically non-responsive and liable for rejection.**

7. **Local Presence:** The Bidder must be an entity based and registered in India, possessing a valid legal status under applicable Indian laws and regulations.
8. **Blacklisting Declaration:** The Bidder shall not be blacklisted, debarred, or suspended by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), or any reputed private organization or institution within India during last 3 years. A self-declaration to this effect, duly signed by the authorized signatory on the Bidder's official letterhead, must be submitted along with the tender documents. Any concealment or misrepresentation of such information shall result in disqualification and potential legal action as per applicable laws.
9. **Bidders to Comply with:**
  - a) 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>).
  - b) 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>).

**Similar Nature Definition:** For the purposes of this tender, the term "Similar Nature" shall mean the successful supply of any type of crash deformable barriers as per AIS 098/AIS 99/AIS 197 or any equivalent standard of M1/Passenger car category vehicles or any other type of crash test barriers.

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To qualify as “Similar Nature,” such equipment must have been supplied for any of the following entities within the territory of India or outside India:

- Central Government Ministries/Departments
- State Government Departments
- Public Sector Undertakings (PSUs)
- Autonomous Bodies
- Reputable Private Sector Entities.
- Reputed Automotive OEMs or Manufacturers for 4 Wheelers.
- Testing Agencies/ Regulatory & NACP bodies/Crash Labs of car OEMs.

Such experience shall demonstrate the bidder’s technical capability and proven track record in delivering equipment.

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**Part – II (तकनीकी बोली मूल्यांकन पैरामीटर / Technical Bid Evaluation Parameters)**

**Bid Evaluation – Eligibility for Technical Assessment:** The Bidder shall mandatorily comply with all the **Pre-Qualification/Minimum Eligibility Criteria** as specified in “Annexure–D” of this tender document. Only those Bidders who are found to be fully compliant with the **Pre-Qualification/Minimum Eligibility Criteria**, upon detailed scrutiny of the submitted documentation, shall be considered eligible for Technical Bid Evaluation.

Any Bidder failing to meet the stipulated criteria in “Annexure–D” shall be disqualified from further evaluation, and their Financial Bids shall not be opened or considered under any circumstances. The decision of the Purchaser in this regard shall be final and binding, without any obligation to provide justification or entertain representations.

**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:

| Evaluation Parameter     | Details   | Marks      |
|--------------------------|---|------------|
| Equipment Specifications | Technical Specifications/Requirements offered against the requirements spelt out in this tender   | 55         |
| Service Support          | Local Support (Delhi NCR)<br>Within NCR – 5 Marks<br>Outside NCR & Within India – 4 Marks   | 5          |
|                          | Response Time (In Hours)<br>• <24 Hours – 5 Marks<br>• >24 Hours & < 48 hours – 4 Marks   | 5          |
| Bidder’s Past Experience | Same/Similar Nature Project (In Last 5 Years before bid submission)<br>2 Project – 6 Marks<br>> 2 Projects – 10 Marks                               | 10         |
|                          | Experience (Nos. of Year)<br>3 Year (Minimum) – 6 Marks<br>More than 3 Year – 10 Marks  | 10         |
| Bidder’s Capability      | Financial Capability  |            |
|                          | Average Annual Turnover of 2 Crores in the Past 3 FY: 2022-23, 2023-24 & 2024-25<br>2 Crores (Minimum) – 5 Marks<br>> 2 Crores and above – 10 Marks | 10         |
| Customer Feedback        | ➤ 2 = 3 Marks<br>➤ > 2 = 5 Marks  | 5          |
| <b>Total Marks</b>       |   | <b>100</b> |

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### Evaluation Criteria and Preference Policy:

1. **Technical Evaluation Threshold – Mandatory Compliance**
  - Bidders must secure a **minimum of 55 out of 55 points** in the **Technical Specifications Evaluation** section. This is a **mandatory qualifying criterion**; failure to achieve the full technical specification score will result in **immediate disqualification**, irrespective of the total overall score.
2. **Overall Evaluation Threshold:** To qualify for financial bid opening, bidders must obtain a minimum of **80 out of 100 points (80 %)** in the overall evaluation. This includes scores from technical specifications, company credentials, past performance, and other evaluation parameters as outlined in the tender document.
3. **Preference to Local Suppliers under Public Procurement Policy**
  - ICAT reserves the right to extend **purchase preference to local suppliers** in accordance with the provisions of the **Public Procurement (Preference to Make in India), Order 2017**, issued by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, vide Order No. **P-45021/2/2017-PP (BE-II)** dated **04.06.2020**, and any subsequent amendments thereto.
  - For detailed guidelines, bidders may refer to the DPIIT policy document available at: <https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
  - Bidders seeking such preference must submit the requisite **self-declaration from cost auditor or statutory auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies)** as per the DPIIT guidelines along with their Technical Bid.
4. **Purchase Preference for MSEs and Startups:** In accordance with the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and the relevant guidelines issued by the Ministry of Micro, Small and Medium Enterprises (MSME), as well as Startup India Policy.
  - **Preference as per Government Policy:** ICAT reserves the right to extend preference to Local Suppliers, Micro and Small Enterprises (MSE's), and Startups, in accordance with the applicable guidelines, circulars, and notifications issued by the Government of India, as amended from time to time. Such preference shall be accorded only upon submission of valid, relevant, and verifiable supporting documents along with the bid. Failure to provide the required documentation shall result in ineligibility for any preferential treatment.
  - **Applicability of MSE Public Procurement Policy:** In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE's) Order, 2012, as amended, the benefits under this policy shall apply exclusively to goods manufactured or services rendered by registered MSE's. Entities operating solely as traders, distributors, marketing agents, or engaged under works contracts are expressly excluded from the scope and benefits of this policy.
  - **Relaxation of Prior Turnover and Experience Requirements:** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.

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### Annexure – E

#### बोली अस्वीकृति मानदंड / Bid Rejection Criteria

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

**1. Non-Compliance with Bid Security Requirements**

- Submission of bid without the required Earnest Money Deposit (EMD), or
- Non-submission of the Bid Security Declaration Form (**Form III**), or
- Non-submission of valid Udyam Registration Certificate (for MSEs) or a DPIIT recognition certificate (for Startups) along with the bid.

**2. Financial Turnover Below Threshold:** Bidders must have an average annual turnover of not less than **INR 2 Crores** during the three most recent financial years (**FY 2022–23, 2023–24, and 2024–25**). Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.

**3. Non-Submission of Statutory Registrations:** Bidders failing to submit valid copies of **their GST registration certificate and Permanent Account Number (PAN)** shall be deemed non-compliant.

**4. Unsatisfactory Client References:** If even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from **NAB or its associated centres** may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.

**5. Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.

**6. Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.

**7. Segregated Bidding Process and Rejection of Non-Compliant Submissions:** Bids under this Tender shall be submitted through the GEM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GEM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GEM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.

**8. Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:** Failure to satisfy any single condition under the **“Pre-qualification / Minimum Eligibility Criteria”** section shall result in the immediate disqualification of the bid from the tender process. ATC documents duly signed & stamped.

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- 9. IP Address Duplication on GEM Portal:** *The GEM portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.*
- 10. Bid Rigging and Conflict of Interest:** *The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:*
- **Bid Rigging:** *The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.*
  - **Conflict of Interest: A Conflict of Interest exists or is reasonably deemed to exist if**
    - *The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.*
    - *The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.*
    - *The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.*
- 11. Declaration of Integrity:** *All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.*
- 12. Purchaser's Rights:** *The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.*
- 13. Non-Submission of duly signed and stamped ATC document including duly filled forms on letter head with signed and stamped.**

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### Annexure – F

#### सामान्य नियम एवं शर्तें / General Terms and Conditions

1. **Scope of Supply/Work:** Annual Rate Contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers in PSL Department at ICAT Centre – II, Manesar (Haryana).
2. **Notification of Buyer's Responsibilities:** The Successful Bidder shall, within **Twenty (20) calendar days or earlier from the date of issuance of the Purchase Order (PO)**, be obligated to provide timely and advance written notification to the Purchaser specifying any requirements, materials, services, or facilities necessary for the supply that fall outside the scope of the Successful Bidder's contractual obligations and are to be arranged by the Purchaser.  
Such notification shall be made with sufficient lead time to enable the Purchaser to make the necessary arrangements without causing any delay to the project schedule. Failure to provide such timely notification shall not relieve the Successful Bidder of responsibility for any resultant delays or additional costs arising from such oversight.
3. **Delivery:**
  - **Delivery:** The successful bidder shall deliver barriers to the premises of the International Centre for Automotive Technology (ICAT) within 6 months from date of ICAT's Internal Purchase Order throughout the contract period.
  - **Time of Essence:** Time is the essence of this contract. The successful bidder shall strictly adhere to the above-mentioned schedule. Any delay beyond the stipulated timelines shall render the bidder liable for penalties, liquidated damages, or other remedies as specified under the terms and conditions of the contract.
4. **Liquidated Damages (LD)**
  - 4.1 **Delay in Delivery:** The Supplier shall strictly adhere to the delivery schedule as specified in the Purchase Order/Contract. In the event of any delay attributable to the Supplier, ICAT reserves the right to recover **Liquidated Damages (LD)** without prejudice to any other rights or remedies available under the contract or law.
  - 4.2 **Rate of Liquidated Damages (LD):** Liquidated Damages shall be levied at the rate of 0.5% of the delayed item cost per week of delay attributable to the Supplier, subject to a maximum ceiling of 10% of the total Purchase Order value.
  - 4.3 **Applicability:** Liquidated Damages shall apply in the event of any delay attributable to the Supplier, including but not limited to delay in delivery of the barriers at ICAT premises or delay in rectification of defects or deficiencies identified.
  - 4.4 **Waiver of LD due to Force Majeure:** No Liquidated Damages shall be levied for delays directly caused by events of Force Majeure, including, without limitation, acts of God, natural disasters, war, civil unrest, epidemics or pandemics, government restrictions, or any other circumstances beyond the reasonable control of the Supplier. To qualify for this waiver, the Supplier shall notify ICAT in writing **within 7 days** of the occurrence of such event and provide adequate evidence demonstrating that the delay was solely due to the Force Majeure event and could not have been avoided despite exercising reasonable care and diligence.
  - 4.5 **Recovery:** ICAT shall have the right to deduct the LD amount from payments due to the Supplier, or recover it through any other legal means, subject to the provisions of Force Majeure.
  - 4.6 **Cumulative Remedies:** Recovery of LD shall be without prejudice to ICAT's other rights and remedies, including but not limited to termination of contract, withholding payments, or claiming damages for loss incurred due to delay.

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### 5. Warranty Condition: Not Applicable

### 6. Delivery, Packaging, and Insurance Instructions

- 6.1 **Delivery Terms:** The delivery of the equipment shall be on FOR (Free on Road) basis to the premises of the International Centre for Automotive Technology (ICAT, Centre-II), Manesar, Haryana. The successful bidder shall bear all risks, responsibilities, and costs associated with the transportation of the **barriers** and all related components up to the designated delivery location at the ICAT project site.
- 6.2 **Loading, Transportation, and Unloading:** The successful bidder shall be solely responsible for the loading, transportation, unloading, and safe handling of the barriers at the ICAT project site. All necessary manpower, tools, handling equipment, and resources required for these operations shall be arranged and borne by the bidder at no additional cost to ICAT.
- 6.3 **Packaging:** The barriers shall be securely and adequately packed to prevent any damage, deterioration, or loss during transit, handling, and storage. Packaging shall conform to internationally accepted standards and best practices for heavy, sensitive, and precision equipment of this nature. Packing materials shall provide protection against moisture, dust, corrosion, mechanical shocks, and any other potential hazards associated with long-distance transportation. Packaging shall also be designed to facilitate safe and efficient handling during unloading.
- 6.4 **Marking and Labelling:** Each package shall be clearly and permanently marked with Consignee details, Purchase order/reference number, Package number, Handling instructions, and any other information necessary to ensure safe, accurate, and compliant transportation, handling, and storage.
- 6.5 **Insurance:** The successful bidder shall arrange, maintain, and bear the full cost of comprehensive insurance coverage for the equipment, including all components and accessories, against loss or damage during transit, storage, and until final acceptance at ICAT premises. The insurance policy shall remain valid from the time of dispatch until the equipment is duly received, inspected, at the ICAT site.
- 6.6 **Claims and Liability:** In the event of any loss, damage, or shortage during transit or unloading, the bidder shall be solely responsible for lodging claims with the carrier or insurance provider and for ensuring replacement of the damaged equipment at no additional cost to ICAT. ICAT shall not be liable for any such loss or damage occurring prior to formal acceptance of the equipment.
- 6.7 **Documentation:** The bidder shall provide all necessary documentation for shipment, packing, and insurance, including but not limited to Packing list, Insurance certificate, Bill of lading/airway bill, and any other documents required for smooth transportation, customs clearance, handling, and delivery at ICAT premises.

### 7. Assignment and Sub-Contracting

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

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approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

#### 8. Pre-Delivery Inspection (PDI): Not Applicable

#### 9. Training Requirement Clause: Not Applicable

#### 10. ICAT's Rights

**10.1 Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the *barriers* and all related components at any stage during manufacturing, pre-delivery to ensure strict compliance with the tender specifications, contractual terms, and applicable standards.

**10.2 Right to Reject:** ICAT shall have the right to reject any equipment, parts, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual obligations without prejudice to its rights under the contract. Rejected goods or services shall be replaced or rectified by the Successful Bidder at no additional cost to ICAT within the stipulated time frame.

**10.3 Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment or services at any point during the contract period to ensure alignment with its operational requirements and safety standards.

**10.4 Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, and certifications related to the *product* supplied under this contract.

**10.5 Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.

**10.6 Right to Final Acceptance:** The final acceptance of the *product* shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements as determined by ICAT's authorized representatives.

**10.7 Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason thereof and without incurring any liability whatsoever to any bidder or party.

**11. Payment Terms:** Payment will be released within 15 working days from the date of delivery & submission of the original Invoice with valid E-Way Bill (Both Part A & B) subject to verification and approval by ICAT. All the other statutory deductions as applicable shall be deducted from the Bills.

No escalation will be paid even in extended period, if

**11.1 Mandatory Documents for Payment Release:** The following documents shall be submitted by the Successful Bidder to ICAT for processing of payments

- Original Tax Invoice (in compliance with GST norms).
- Original Delivery Challan (if applicable).
- Valid E-Way Bill (Part A & Part B, as applicable).
- Consignee LR Copy (if applicable).

**11.2 Advance Payment: Not Applicable**

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12. **Performance Security: Not Applicable**
13. **Billing Address:** International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051 (GST No. 06AABAN9435G2ZI)
14. **Offer Validity:** Offers should be valid for a minimum of **One Hundred Eighty (180) Days** from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
15. **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.
16. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.
17. Law of the Republic of India are applicable to this tender.
18. **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).
19. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
20. **Applicability of ATC and GEM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GEM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
21. **Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.**
22. **Unsatisfactory Performance:** The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability and quality of supplied under this contract, whether during the pre-dispatch & inspection.
23. If any barrier – is found to be **deficient, substandard, non-compliant with specifications**, or otherwise **unsatisfactory** in the opinion of ICAT, ICAT reserves the unequivocal right to **reject such barrier** without incurring any liability, financial or otherwise, and **without any obligation to provide justification** or explanation for such rejection.  
  
The **bidder expressly undertakes** to abide by and accept ICAT’s decision in this regard as **final and binding**, and **waives all rights to contest, dispute, or seek redressal** in respect of such decision. No claim for costs, compensation, or consequential damages shall be entertained by ICAT under such circumstances.
24. **Termination of Contract:** If the performance of the successful bidder (hereinafter referred to as the “Vendor”) is found to be unsatisfactory – whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations – ICAT shall issue a written notice to the Vendor, treating the same as a formal warning.

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If, notwithstanding the first warning, the Vendor fails to rectify the deficiencies or does not take corrective measures within **fifteen (15) days** from the date of the first notice, a **second and final warning** shall be issued. Should the Vendor continue to remain non-compliant or fail to meet the required performance standards even after issuance of the second warning, **ICAT reserves the right to terminate the contract/work order**, in whole or in part, **by giving one (1) month's written notice**, without assigning any further reason and without any liability whatsoever on the part of ICAT.

#### Upon termination:

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

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

**25. 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.

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

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

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

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

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

**27. Force Majeure:** For this Contract, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party (the Successful Bidder or ICAT) which was not reasonably foreseeable, or which, with the exercise of due diligence, could not have been foreseen or prevented, and which materially and adversely affects the performance of obligations under this Contract.

**Events qualifying as Force Majeure shall include, but not be limited to, the following:**

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- Natural calamities such as floods, droughts, earthquakes, hurricanes, cyclones, lightning, or other acts of God.
- Pandemics or epidemics, or any public health emergency declared by competent authorities.
- Acts of war (declared or undeclared), hostilities, invasion, armed conflict, terrorism, civil unrest, riots, or sabotage.
- Acts or orders of Government authorities, including but not limited to quarantine restrictions, embargoes, prohibitions, or trade restrictions imposed by any competent government authority.
- Freight embargoes, restrictions on transportation, or any unforeseen change in law or government policy materially impacting contract performance.

**Obligations during Force Majeure:** The party affected by a Force Majeure event shall, within **Seven (7) calendar days** of the occurrence of such event, **notify the other party in writing**, providing sufficient details and evidence of the Force Majeure circumstances and its anticipated impact on the performance of contractual obligations.

Neither party shall be held liable for any **delay or failure** in the performance of its contractual obligations arising directly from such Force Majeure event, provided that:

- The obligations affected are directly related to the Force Majeure event.
- The affected party takes all reasonable steps to mitigate the effect of the Force Majeure on the performance of the contract.
- The performance is resumed as soon as reasonably practicable after the Force Majeure event ceases.

If the period of delay due to Force Majeure extends beyond **sixty (60) days**, either party shall have the right to **terminate the contract** by giving **fifteen (15) days' written notice**, without any financial repercussion or liability on either side, subject to settlement of dues already accrued prior to such termination.

The decision of ICAT regarding the existence, duration, and impact of Force Majeure shall be **final and binding** on the successful bidder.

**28. 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 to execution of contract.
- **“Collusive Practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
- During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
- Bidders may note that GEM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.

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**29. 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.

### 30. Integrity Clause

- **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
- **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
- **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.
- **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
- **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.
- **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.

**31. MSE's & Startups Exemption Applicability:** ICAT reserves right to relax the condition of prior turnover and prior experience for Micro or Small Enterprise (MSE) and Start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

- If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder may be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria shall upload the supporting documents to prove his eligibility for exemption.
- If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder may be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- If the bidder is a DPIIT registered Startup, the bidder may be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria shall upload the supporting documents to prove his eligibility for exemption.

### Additional Terms & Conditions (ATC)

- If the bidder is a DPIIT registered Startup, the bidder may be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

**32. 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.

**33.** Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GEM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 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. Benefits of MSE will be allowed only if seller is validated on-line in GEM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Additional Terms & Conditions (ATC)

Form "I"

बोलीदाता सूचना चेकलिस्ट / Bidder Information Checklist (Information/Documents to be submitted along with the Bid)

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

**Additional Terms & Conditions (ATC)**

|    |  |  |
|----|--|--|
|    | Annual Turnover for the Last Three Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years or Certificate from Chartered Accountant indicating the turnover for the last 3 consecutive financial years (FY 2022–23, 2023–24 & 2024-25) should be attached in Form XV |  |
| 11 | Original Copy of Authorization In Favor of Bidder From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item (As per format given in <i>Form “VI”</i> ).   |  |
| 12 | Proof of experience in supplying to Central Government Ministries/Departments, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Reputable Private Sector Entities, Reputed Automotive OEMs.   |  |
| 13 | Declaration regarding blacklisting or otherwise by the government departments as given in <i>“Form II”</i>   |  |
| 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 "II"**

**ब्लैकलिस्टिंग/प्रतिबंध न लगने के संबंध में वचनबद्धता / Undertaking Regarding Blacklisting/Non-Debarment**  
(Format of Undertaking, to be furnished in Company Letter Head With Regard to Blacklisting/Non-Debarment, By Organization)

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

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

For.....

Authorized Signatory

Date:

**Additional Terms & Conditions (ATC)**

**Annexure “III”**

**ईएमडी/बोली सुरक्षा के बदले घोषणा का प्रारूप / Format of Declaration in Lieu of EMD/Bid Security  
(To be submitted on the Bidder’s Letter Head)**

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

**Reference:** Annual rate contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers at ICAT Centre – II, Manesar (Haryana), “ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66”.

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

**(Signature with Date)**

**(Name and Designation)**

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

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

Place.....

**Additional Terms & Conditions (ATC)**

**Form “IV”**

**बयाना राशि जमा प्रपत्र – ईएमडी / Earnest Money Deposit Form – EMD**

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

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

**To,**  
**International Centre for Automotive Technology**  
**Plot – 26, Sector – 3, IMT, Manesar,**  
**Gurugram – 122051 (Haryana)**

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

We hereby enclose NEFT/RTGS UTR No. \_\_\_\_\_, dated \_\_\_\_\_, for Indian Rupees \_\_\_\_\_ Only (to be filled in figures and words both), drawn on \_\_\_\_\_, in 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 Authorized Representative**

Additional Terms & Conditions (ATC)  
Form "V"

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

Tender No. "ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66"

Tender Detail: Annual rate contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers at ICAT Centre – II, Manesar (Haryana).

| Sl. No. | Particulars  |           |     |                          |
|---------|--|-----------|-----|--------------------------|
| 1       | Name of Firm   |           |     |                          |
| 2       | Office Address Phone No.<br>Fax No. Email ID   |           |     |                          |
| 3       | Works Address as per Vendor<br>Registration Phone No. Fax No. Email<br>ID  |           |     |                          |
| 4       | Type of Firm<br>Private Limited Company/Public Limited Company/Limited Liability<br>Partnership (LLP)/Partnership Firm/Proprietor Firm <i>(Tick whichever is<br/>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)                                    |           |     |                          |
|         | Sl 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                                   |  |

**Additional Terms & Conditions (ATC)**

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

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

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

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationships with each other, directly or through common third parties, that puts them in a position to have access

**Additional Terms & Conditions (ATC)**

*to information about or influence on the bid of another bidder; or*

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

**Additional Terms & Conditions (ATC)  
Form "VI"**

मूल उपकरण निर्माता – ओईएम प्राधिकरण प्रमाणपत्र / **Original Equipment Manufacturer – OEM Authorization Certificate**

**Date:**

**Reference: ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66**

**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 *Annual rate contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers at ICAT Centre – II, Manesar (Haryana).*** at ICAT Centre – II, Manesar (Haryana).

**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.

**We confirm that:**

1. M/s [Bidder's Company Name] is our authorized dealer/reseller/partner for the following product line(s):
2. List of authorized equipment/systems/spares related to Tender No. ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66
3. The products and services offered by them shall be genuine, OEM-approved, and sourced directly through us or our authorized supply channels.
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]**

**Additional Terms & Conditions (ATC)  
Form "VII"**

मूल उपकरण निर्माता (ओईएम) से घोषणा और वचनबद्धता / 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 122051 (Haryana)

**Sub:** Undertaking by *Original Equipment Manufacturer* against **Annual rate contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers at ICAT Centre – II, Manesar (Haryana).**  
**Tender No. ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66**

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. The barriers supplied by us are compiled per the technical specification mentioned in the tender.

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.

**Additional Terms & Conditions (ATC)  
Form "VIII"**

उत्पाद/सेवा समर्थन घोषणा के लिए वचनबद्धता / **Undertaking for Product/Service Support Declaration**  
(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 or requirements mentioned in the tender document. We confirm that the offered products/services meet the technical requirements, standards, and features outlined in the tender. In case of any deviations, we commit to notifying the buyer and obtaining approval before the delivery of products.

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

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

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

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

**Additional Terms & Conditions (ATC)**

**Form "IX"**

**उपक्रम / Undertaking**

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your **Tender/ATC Document No. ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66** as per the requirement during the period of contract.

Dated:

Place:

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

**Additional Terms & Conditions (ATC)**

**Form "X"**

**विचलन निषेध / No Deviation Declaration**

(To be submitted Original on Bidder Letter Head)

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

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

**Sub:** No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

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

Signature & company seal

Name Designation

Email

Mobile No.

**Additional Terms & Conditions (ATC)  
Form "XI"**

विचलन या संशोधन का सुझाव दिया गया है / **Deviation or Modification Suggested**  
(To be submitted Original on Bidder Letter Head)

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

| Sr.No. | Clause No. | Existing Provision | Query/Suggestion |
|--------|------------|--------------------|------------------|
|        |            |                    |                  |
|        |            |                    |                  |
|        |            |                    |                  |

**Note:** Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Annexure "A" or any conditions expressed in Annexure "F"**

**Signature of Authorized Signatory with Stamp**

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

Signature & company seal  
Name Designation  
Email  
Mobile No.

**Additional Terms & Conditions (ATC)  
Form "XII"**

**गैर-उप-अनुबंध हेतु वचनबद्धता / Undertaking for Non-Sub-Contracting**  
(To be submitted Original on Bidder Letter Head)

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

**Sub:** Undertaking for non-subcontracting

**Dear Sir/Ma'am,**

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

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

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

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

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

**Additional Terms & Conditions (ATC)  
Form "XIII"**

**अनुबंध का विवरण / Details of Contract**  
(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Government Ministries/Departments, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Reputable Private Sector Entities, Reputed Automotive OEMs by the Bidder during the last three (3) years in the following format, attested copies of the PO's and completion certificates (if applicable) must be enclosed}.

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

**Additional Terms & Conditions (ATC)  
Form "XIV"**

सत्यनिष्ठा संहिता के लिए बोलीदाता द्वारा घोषणा / **Declaration by the Bidder for Code of Integrity**  
(On the Letter Head of the Bidder)

Date \_\_\_\_\_

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

**Dear Sir,**

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

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

**Thanking you,**

**Yours faithfully,**

**[Signature of Authorized Signatory]**

**[Name of Authorized Signatory]**

**[Designation]**

**[Company Seal]**

**[Date]**

**Additional Terms & Conditions (ATC)  
Form “XV”**

वार्षिक कारोबार का प्रारूप/ **Format for Annual Turnover**

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

**Ref: Annual rate contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers at ICAT Centre – II, Manesar (Haryana).**  
at ICAT Centre – II, Manesar (Haryana), “Tender No. ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66”.

**Annual Turnover Declaration**

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

| <b>Financial Information (in INR)</b>  |         |         |         |
|--|---------|---------|---------|
| <b>Financial Year</b>  | 2022-23 | 2023-24 | 2024-25 |
| Annual Turnover (In Lakhs)   |         |         |         |
| <b>Average Annual Turnover:</b>  |         |         |         |
| Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors. |         |         |         |

**Certificate from the Chartered Accountant/Statutory Auditor**

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

**UDIN:**

**Date:**

**(Signature, name and designation of the Chartered Accountant)**

**Note:**

1. *The details submitted by the Bidder in “Form I” must be corrected and submitted by the bidder with UDIN. “Form XV” submitted without valid UDIN shall not be considered.*
2. *Average annual turnover over the last three years (i.e. 2022-23, 2023-24 & 2024-25) shall be min. INR 2 Cr.*
3. *Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No***

**Additional Terms & Conditions (ATC)  
Form "XVI"**

**भारत के साथ भूमि सीमा साझा करने वाले देश के बोलीदाता से खरीद पर प्रतिबंधों के संबंध में घोषणा / Declaration Regarding  
Restrictions on Procurement from a Bidder of a Country Which Shares 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/Frontal & Side Impact Barriers/2026-27/66"**, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from abidder 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

**Additional Terms & Conditions (ATC)  
Form "XVII"**

**स्थानीय सामग्री की घोषणा संबंधी प्रमाण पत्र / Certificate Regarding Declaration of Local Content  
(On the Bidder Letter Head)**

**Subject: - Certification regarding Local Content**

**Reference: GEM Bid no. ....**

**Description of item(s): .....**

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

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

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

**Country of Origin from OEM: .....**

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

**We confirm the following for the current tender:**

- (1) Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA).

That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 3(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.

- (2) For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
- (3) We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- (4) We understand that we have to give a self-certification regarding local content wherever the tender value is up to Rs 10 crores. In case, the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both the cases, the certification has to be provided by us during bid submission.

**Additional Terms & Conditions (ATC)**

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

Thanking you,  
Yours faithfully,

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

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

Additional Terms & Conditions (ATC)

Form "XVIII"

मूल्य औचित्य घोषणा पत्र / 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: Annual rate contract (ARC) for Supply of ODB, MDB & AEMDB deformable barriers at ICAT Centre – II, Manesar (Haryana).

Reference: ICAT/GeM/PSL/Frontal & Side Impact Barriers/2026-27/66

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

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

Thanking you,  
Yours faithfully,  
For and on behalf of M/s \_\_\_\_\_  
Authorized Signatory: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
Seal of the Bidder: \_\_\_\_\_  
Date & Place: \_\_\_\_\_