



**International Centre For Automotive Technology**  
**(ICAT)**

**Tender No. ICAT/T/EMC/EQP-CALIB/2022-23/19**

**Tender Terms & Conditions For**  
**Calibration of EMC Lab Instruments at ICAT**  
**Centre – 2, Manesar (Haryana)**

**International Centre for Automotive Technology**  
Plot No # 26, Sector-3, HSIIDC, IMT Manesar,  
Gurugram-122050



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Annexure – I

## Tender Notice

**Subject: Calibration of EMC Lab Instruments at ICAT Centre – 2, Manesar (Haryana)**

Sir/Madam,

The International Centre for Automotive Technology (ICAT) under Ministry of Heavy Industries, Government of India, invites tenders in two bid system from the Bidders in the prescribed proforma for performing, executing and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. The brief description of Works and the timelines for tenders are summarized in the table below.

1.	<b>Scope of supply</b>	Calibration of Instruments of EMC Lab
2.	<b>Delivery Location</b>	ICAT Centre – 2, Manesar, Plot No. 1, Near Maruti Gate No. 4, Sector-M11, IMT Manesar, Gurgaon – 122050 (Haryana)
3.	<b>Eligibility Criteria</b>	<b>As Per Annexure II &amp; Para 3 of Annexure III</b>
4.	<b>Proposal Validity</b>	<b>12 Months</b>
5.	<b>Completion Period</b>	As expected completion timeline will be provided by the user department (EMC), and the shortlisted agency must complete the entire activity according to the timeline provided by the user department (EMC).
6.	<b>The Last Date of receipt of queries if any,</b>	<b>Up to 1700 Hrs. on 7<sup>th</sup> October' 2022 (via e-mail or hard copy)</b>
7.	<b>Date for clarification meeting</b>	<b>1500 Hrs. on 12<sup>th</sup> October' 2022 at ICAT Centre – 2, Manesar, Gurugram, India</b> <b>Venue: EMC Office, INCAT Centre – 2, Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122050 (Haryana)</b>
8.	<b>Last date/Time for submission of Sealed Bids</b>	<b>Up to 1700 Hrs. on 18<sup>th</sup> October' 2022 at ICAT Centre – 1, Manesar, Gurgaon, India.</b>

Bidders to comply with :

- Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020) <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>
- Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019 ([https://dipp.gov.in/sites/default/files/publicProcurement\\_MakeinIndia\\_31May2018\\_0.pdf](https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_31May2018_0.pdf))

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



### **Eligibility Criteria**

This Invitation for bid is open to the all bidders having minimum **3** years of experience in the field of “**Calibration of different type of instruments within the various defined NABL Calibration disciplines**”.

The bidder is the company who have in-house capability to do calibration for at least 75% of the instruments. ICAT would interact only with this bidder in terms of entertaining the bidder for clarifications, evaluation and considering for selection, award of contract and the subsequent execution of the contract.

In case the bidder authorizes his representative to interact with ICAT, such a representative will not be a part of contract agreement and financial dealing with ICAT.

A bidder cannot submit more than one bid.

*The bidder should fulfill the following eligibility criteria:*

1. Laboratory should be **ISO/IEC 17025 Accredited (Certificate to be provided along with technical bid)**.
2. Bidder can outsource only 25% instruments to any other associates having **ISO/IEC 17025 accreditation**.
3. CMC (Calibration Measurement Capability) should be provided along with bid.
4. Turnover: The average annual turnover of last 3 (three) financial years i.e. 2019-20, 2020-21 & 2021-22 should be greater than **INR 1 Cr**. [Bidder shall attach relevant documents (audited report Trading, profit & loss account and balance sheet duly signed and stamped from authorized Chartered Accountant) as proof with the technical bid].
5. Bidder should have executed at least 3 projects w.r.t. calibration of similar equipments inline with our requirement during last three financial years.
6. References: The Bidder should provide references against point no. 5 above. ICAT may ask feedback from those suppliers to ensure the quality of the services.

**Note:**

- If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will liable to be rejected summarily.
- In case of any deviation with respect to our tender conditions, the same to be filled in deviation form by the bidders as per Annexure-IX.
- Bidder not complying to the below provision, shall be rejected.
  - a) Rule 144 (xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country which shares land border with India will be liable to rejection (<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 29.05.2019 regarding bidders eligibility and preference to make in India ([https://dipp.gov.in/sites/default/files/publicProcurement\\_MakeinIndia\\_31May2018\\_0.pdf](https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_31May2018_0.pdf))



**Instruction to Bidders**

1. Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed “Bid for **Tender No. ICAT/T/EMC/EQP-CALIB/2022-23/19**, containing two separate sealed envelopes, as given below. The sealed bids should be submitted at ICAT, Manesar before the closure of bid submission date/time.
- 1.1. **Part1:** Technical Proposal for “**Tender No. ICAT/T/EMC/EQP-CALIB/2022-23/19 (Complete Stamped and Signed Copy of Tender Document and Supporting Documents of Minimum Eligibility Criteria)**).
- 1.2. **Part2:** Financial Proposal “**Tender No. ICAT/T/EMC/EQP-CALIB/2022-23/19 (Annexure-XI Financial Proposal)**”

**Bid to be submitted in a sealed envelope latest by on 18<sup>th</sup> October’ 2022 Up to 1700 Hrs. to**

**Purchase Department  
International Centre for Automotive Technology  
Plot No # 26, Sector-3, HSIIDC, IMT Manesar,  
Gurugram,-122050**

**2. Earnest Money Deposit (Bid Security Amount): Not Applicable for this Tender**

- 2.1 The Bids should be accompanied by an **Earnest Money Deposit of INR XXX (INR XXX Only)** in the form of Demand Draft / Banker’s Cheque drawn in favour of “International Centre for Automotive Technology” payable at Gurugram / Manesar. Alternatively, the Bids should be accompanied with a Bank Guarantee issued by any branch at Delhi/NCR of Indian scheduled bank of the said amount valid for a period of at least **180 days** from the last date of submission of Bids, as per “Form – Earnest Money Deposit”. The above Bank Guarantee should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG. (To be enclosed along with the technical Bid)

**OR**

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

- 2.2 A Bid which is not accompanied by such Earnest Money Deposit will be construed as non-compliant bid and should be rejected.
- 2.3 The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest after award of the Contract by ICAT to the successful Bidder.
- 2.4 The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.
- 2.5 EMD should be forfeited in favour of ICAT in case the Bidder :-
  - 2.5.1 without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions there to;
  - 2.5.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid;
  - 2.5.3 Fails to provide/furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance;
  - 2.5.4 Does not reply to any queries that may be raised after opening of technical/financial bids.

2.5.5 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".

2.6 In case of the extension of the Bid validity period in the manner stated in **Clause 7 (Annexure III)**, the validity of the Earnest Money Deposit should be extended for a further period of **60** (sixty) days.

### **3. Eligibility Criteria**

The bidder whose bid meets the following eligibility criteria would only be considered.

#### **A. Legally Valid Entity:**

The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company. A proof for supporting the legal validity of the Bidder shall be submitted.

#### **B. Financial Capacity:**

The average annual turnover of last 3 (three) financial years i.e. 2019-20, 2020-21 & 2021-22 should be greater than **INR 1 Cr.** [Bidder shall attach relevant documents (audited report Trading, profit & loss account and balance sheet duly signed and stamped from authorized Chartered Accountant) as proof with the technical bid].

#### **C. Technical Capability:**

- Laboratory should be **ISO/IEC 17025 Accredited (Certificate to be provided along with technical bid).**
- Bidder can outsource only **25%** instruments to any other associates having **ISO/IEC 17025 accreditation.**
- CMC (Calibration Measurement Capability) should be provided along with bid.
- Bidder should have executed at least 3 projects w.r.t. calibration of similar equipment's in line with our requirement during last three financial years.
- The Bidder should provide references against point above. ICAT may ask feedback from those suppliers to ensure the quality of the services.

#### **D. Supporting Documents for Eligibility Criteria:**

- In proof of having fully adhered to the minimum eligibility criteria at 3 (A), attested copy of certificates issued by the respective registrar of firms/companies and in case of proprietary firms, valid documents such as PAN, TAN, GST Registration etc. shall be acceptable to ICAT.
- In proof having fully adhered to the minimum eligibility criteria at 3 (B), attested copies of the audited balance sheet or any such valid documents, prepared and duly signed by chartered accountant, clearly indicating the turnover of the bidder acceptable to ICAT.
- In proof of having fully adhered to the minimum eligibility criteria at 3 (C), ICAT shall accept the attested completion certificates or Purchase/Work Orders issued by Govt. Depts/Autonomous Bodies/PSU/Reputed Private Firms (at the discretion of ICAT) only.

#### **E. Bidders to comply with**

- Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
- Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019 ([https://dipp.gov.in/sites/default/files/publicProcurement\\_MakeinIndia\\_31May2018\\_0.pdf](https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_31May2018_0.pdf))

### **4. Site Visit**

4.1 The Bidders are advised to visit and examine the Site of Works and its surroundings, with prior notice to ICAT, at his/their cost and obtain for himself/ themselves on his/their own responsibility, all information that may be necessary for preparing the tender. The Bidder shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

4.2 **Address of the Site:** ICAT Centre – 2, Manesar, Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram, Haryana 122050 (Haryana)

## 5. Time Schedule for Completion of Works

- 5.1 As expected completion timeline will be provided by the user department (EMC), and the shortlisted agency must complete the entire activity according the timeline provided by the user department (EMC).

## 6. Amendment to the Tender Document

- 6.1 Addenda / Corrigenda to the Tender Document may be issued by ICAT prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document.
- 6.2 In order to afford prospective Bidders reasonable time for preparing their tenders after taking into account such amendments, ICAT may, at its discretion, extend the deadline for submission of tenders.
- 6.3 In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

## 7. Validity of Bids

- 7.1 Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **365 days** from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by ICAT as being non-responsive. However, ICAT may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and ICAT reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- 7.2 If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 7.3 In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer. ICAT reserves right to finalise the technical scores by conducting such negotiations/seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical scores.

## 8. Liquidity Damages:

In the event of any delay on part of the Supplier/Contractor to achieve completion of the Works within the time lines as specified in the Purchase Order / Works Order the Supplier/Contractor shall be liable to pay to ICAT a sum equal to **0.5%** of the Contract Price for every week of delay, or part thereof, subject to the maximum of **10%** of the Contract Price, for such default as liquidated damages, which the Supplier/Contractor agrees is not a penalty but a genuine pre-estimate of loss and damage likely to be suffered and incurred by ICAT for every day, or part thereof, that such delay subsists till the date of actual completion. ICAT may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier/Contractor.

## 9. Evaluation of bids:

### 9.1 Technical Bid Evaluation

- 9.1.1 During the technical bid evaluation process, ICAT may ask clarifications to the bidder through E-mail/ Fax, for confirming and consolidating their technical offers.
- 9.1.2 All such clarifications are required to be answered by the bidder by E-mail/Fax, within the time specified by ICAT. The signed hard copies of the same need to be submitted to ICAT and shall be deemed to be the part of the tender documents.
- 9.1.3 All valid bids shall be evaluated based on criteria as specified in **clause 3 Eligibility Criteria**.
- 9.1.4 **ICAT reserves the right to give preference to the local supplier/MSME/Start-up as per prevailing government notifications.**
- 9.1.5 Only the technically qualified bidders shall be intimated for financial bid opening, with prior notice in writing.
- 9.1.6 ICAT may ask demonstration of the system to evaluate claims submitted by the bidder in technical bid. Bidder shall demonstrate the system (direct demo, or a demo using web based system) within two weeks of time after sending the request for demonstration. Request sent through any communication media (Email, SMS, phone etc. on contact details submitted) will be considered as starting date for required demonstration.

### 9.2 Financial Bid Evaluation

After evaluation of the technical bids and supplied sample, the financial bids of only those bidders will be opened who are technically qualified. All valid financial bids shall be evaluated to arrive the successful bidder.

#### **10. ICAT's Right to accept or Reject any or All Bidders**

ICAT reserves the right to accept or reject any bid, and to annul the tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ICAT's action. The Bidders shall not have any cause of action or claim against ICAT for rejection of their bids.

#### **11. Notification of Award by Issuance of "Letter of Acceptance/Purchase Order"**

- 11.1 Prior to the expiry of the period of Bid validity prescribed, ICAT will issue to the Successful Bidder, the "Letter of Acceptance/Purchase Order" in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance to ICAT duly acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.
- 11.2 The Letter of Acceptance shall constitute a part of the Contract.
- 11.3 After the confirmation to the successful bidder, ICAT will promptly notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit as mentioned in para **2.3 of Annexure III**.
- 11.4 No correspondence will be entertained by ICAT from the unsuccessful Bidders.

#### **12. Issuance of "Notice to Proceed": Not Applicable for this Tender**

After the acceptance of the LoA/Purchase Order from the successful bidder, ICAT shall issue the 'Notice to Proceed', to the contractor authorizing him to take possession of the project site along with relevant Technical inputs/GFC drawings etc. Wherever applicable.

#### **13. Performance Bank Guarantee: Not Applicable for this Tender**

- 13.1 Within **fifteen [15]** days of the date of acceptance of the LoA, the Successful Bidder shall execute a **Performance Bank Guarantee as per ICAT approved format, from any branch in Delhi, NCR of Indian scheduled Bank**, for an amount equivalent to the **3%** of the contract value, which shall be kept valid for the entire period of warranty. The PBG shall be made in INR only. In case the successful bid is priced in a combination of INR and any one of the currency as above, the bidder shall submit the PBGs in two parts, of respective currency and amount or in a single currency, of cumulative amount, as mutually agreed by ICAT and the Successful bidder.
- 13.2 The Advance Bank Guarantee submitted against advance payment as per payment terms shall be valid till the receipt of material at ICAT. Advance shall be paid against submission of Advance Bank Guarantee of **110%** of the total advance value valid till the delivery period. Simple Interest of **10%** per annum shall be charges on advance payment by ICAT from the date of issue of advance payment.
- 13.3 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of Contract.
- 13.4 The above Bank Guarantee should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG.

#### **14. Inspection, Testing and Quality Control (Pre-Dispatch Inspection Not Applicable for this Tender:**

- 14.1 ICAT or its nominated representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- 14.2 ICAT reserved the right for stage inspection during manufacturing process, pre-despatch inspection or post-delivery inspection.
- 14.3 Stage Inspection: The supplier should submit test report of major raw material as per relevant specification standards.

#### **15. Process to be Confidential**

- 15.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract should not be disclosed to Bidders or other persons not officially concerned with such process.
- 15.2 Any effort by a Bidder to influence ICAT or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.
- 15.3 As part of his Technical Bid, the Bidder should be required to furnish an undertaking for confidentiality.



**16. Payment Terms:**

- Payment will be released within 15 working days on submission of Invoice & Calibration Certificate (Subject to Verification and Approval by ICAT).
- All the other statutory deductions as applicable like TDS, Labour Cess Under GST, shall be effected from the Bills.
- No escalation will be paid even in extended period, if any.

**17. Contractor Warranty/Guarantee Period: Not Applicable for this Tender**

- Warranty should remain for a period of 12 Months (1 Year) from the date of Acceptance & commissioning of the complete setup by ICAT.
- During Warranty period, the supplier is required to visit ICAT Site at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
- If the supplier having been notified, failed to respond to take action to replace the defect(s) within 5 days from intimation, ICAT may proceed to take remedial action(s) as deemed fit.

**18. Billing Instruction:**

All Bills and accompanying documents should be raised and submitted in original; as per the Payment Terms, and should be accompanied by original copies of duly receipted/ certified Delivery Challan/ Work Progress or Completion Certificate, as applicable. No payment should be released against any duplicate bills, work progress report or Completion Certificate or delivery challan. All applicable taxes should be mentioned separately in the invoice.

**19. Deviation to Tender Clauses**

Bidders are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional Bid are liable to be rejected.

**20. Scope of Work: As per Technical Requirement (As Per Annexure X)**

- 20.1 The scope of Services should be as described under “Annexure X”.
- 20.2 The successful Bidder should perform, execute and implement the Works strictly in accordance with details and instructions of ICAT as per terms and conditions of the Contract.
- 20.3 The Work should be carried out strictly in compliance with the requirements of the authorities concerned and deviation on any account will not be permitted.
- 20.4 Subcontracting of any type is not allowed. Any subcontracting if utmost important and is required by the successful Bidder for performance, execution and implementation of the Works should be with the prior consent of ICAT.
- 20.5 The successful Bidder should make his own arrangement to obtain all materials required for performing, executing and implementing the Works.

**21. Inspection and Completion of Works: Not Applicable for this Tender**

ICAT may nominate any person or employee as its Authorized Representative who should represent ICAT for the purposes specified under the provisions of this Purchase Order / Works Order. The Authorized Representative should have full power to inspect drawings of any portion of the Works, examine the materials and/or the workmanship of the Works at any point during the execution of the Works. Final inspection and acceptance of the Works should be carried out by Authorized Representative of ICAT after the same are intimated to have been completed by the Supplier / Contractor and should be conclusive except as regards latent defects, poor workmanship or gross mistakes and the warranty / defect liability obligations of the Supplier/Contractor. Pursuant to the final inspection, ICAT or its Authorized Representative, in his sole discretion would decide the completion of Works and issue a completion certificate [“Completion Certificate”].

**22. Acceptance/Rejection of Tender**

- 22.1 ICAT does not bind itself to accept the lowest tender.
- 22.2 ICAT also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- 22.3 Corporation also reserves the absolute right to reject any or all the tenders at any time or solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of ICAT regarding the same shall be final and conclusive.

**23. Corrections:**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

**24. Abnormal Rates:**

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specification and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specification for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless ICAT is convinced about the reasonableness of the unit rate scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything there in stated, the rates once accepted by the ICAT shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

**25. Firm Rates:**

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

**26. Language of Bid:**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English, Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authorized accurate translation of the relevant pages in English. For purpose of interpretation of the bid, the translation shall govern.

**27. Costing of Bidding:**

Bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those cost, regardless of the conduct or outcome of the bidding process.

**28. Fraudulent & Corrupt Practice**

28.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and included collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.

28.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

**29. Lack of Information to Bidder:**

Bidder shall be deemed to have carefully examined all contract documents/this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder his responsibility to fulfill his obligation under the Contract. Also Bidder is required to make his own estimates regarding all cost associated with the Project, if required through site visits. The ICAT shall not entertain any disputes in this regard after the bids have been submitted. ICAT retains the right to ask for any missing information during the evaluation process.

**30. Clarification on Bidding Documents:**

Bidder can seek written clarification before the date of submission of tender, to the email address: [aditi.sethi@icat.in](mailto:aditi.sethi@icat.in), [supriya@icat.in](mailto:supriya@icat.in) & [vikas.sharma@icat.in](mailto:vikas.sharma@icat.in).

The clarification shall be issued via e-mail to all the bidders by ICAT.

**31. Amendment of Bidding Documents:**

31.1 At any time prior to the deadline for submission of bids, Authority for any reason, whether at its own initiative or in response to the clarification requested by prospective Bidders may bid modify the bidding documents by amendment.

31.2 All prospective Bidders may be notified of the amendment and such modifications will be binding on them. All the amendment related to this Tender shall be shared you via e-mail.

31.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICAT, as its own discretion, may extend the deadline for the submission of bids.

**32. Contractor Obligations:**

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank Guarantee within the time limit prescribed by the ICAT, ICAT reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this contract.

**33. Compliance with Statutes and Statutory Declaration: Not Applicable for this Tender**

- 33.1 If the Supplier/Contractor intends to obtain the services of contract labour, it shall obtain requisite license under the Contract Labour (Regulation & Abolition) Act, 1970 and get the aforementioned license renewed from time to time as and when due from the appropriate authority and shall keep valid and produce the same when called upon to do so by ICAT.
- 33.2 The Supplier/Contractor shall alone be responsible for payment to the personnel engaged by it, including wages / salary / reimbursements and other statutory payments, including payments on account of employee state insurance, provident fund, gratuity and such other benefits as may be applicable to such personnel from time to time.
- 33.3 The Supplier/Contractor shall, in respect of all labour employed by him comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, Workman's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labour (Regulations and Abolition) Act 1970, Employee's Provident Fund Act, and any other Act, Rules or Regulations for the labour as may be enacted by the Government, or any modification thereof, or any other law relating thereto and rules made there under from time to time, as may be applicable.
- 33.4 ICAT shall, on a report from the competent authority have the power to deduct from the monies due to the Supplier/Contractor any sum notified under the provisions of any of the above referred relevant Acts/rules.
- 33.5 The Supplier/Contractor shall, without limiting its obligations and responsibilities under the Purchase Order / Works Order, and at its own cost, insure and keep insured its personnel so engaged to do the Works against all liabilities for death or injury whatsoever, on account of any accident in the course of performing its obligations under the Purchase Order / Works Order or otherwise at all times. ICAT shall not be responsible and be held liable for any such death, injury or accident to the personnel engaged by the Supplier/Contractor. In the event ICAT is made liable to pay any damages or compensation in respect of such employees, the Supplier/Contractor hereby agrees to reimburse ICAT such damages or compensation, on demand from ICAT.
- 33.6 The Supplier/Contractor shall indemnify ICAT against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid.
- 33.7 Payment will be done against verified bills subject to availability of the following documents if applicable on awarded Purchase/Work Order:
- Labour license & BOCW license as per applicability of ACT.
  - ESIC registration along with payment challans of bill period.
  - PF registration along with payment challans of bill period.
  - CAR policy
  - WC policy

ICAT is not responsible for any delay in payment or nonpayment of bill or any amount deduction due to non-availability of above documents. So contractor has to ensure to submit above documents along with all bills.

### Special Conditions of Contract

The table below provides Special Conditions of Contract for this Tender Document. The following clauses under this Special Conditions of Contract (SCC) complements to the corresponding clauses in the Tender. Whenever there is a conflict, the provisions herein shall prevail over those in the tender.

Item	Data
Terms of Payment	<b>As per clause 16 Annexure III</b>
Payment Schedule	<b>As per clause 16 Annexure III</b>
Contract Period	<b>12 Months</b>
Liquidated Damages	<b>As per clause 8 Annexure III</b> The calibration & certification work shall be completed strictly as per time limits specified in the work contract/agreement failure to complete the work within the stipulated time will make you liable to an unconditional penalty of ½% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract.
Address For Recipient's Communications	The Purchase Department International Centre for Automotive Technology Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050
Method of Bid Evaluation	Segregated
Sub-Contracting	<b>Only 25% is allowed</b>

**VENDOR INFORMATION FORM**

Name of the Firm	
Nature of Business (Product/Services)	
Full Address of Registered Office	
Telephone Numbers (Mobile & Landline)	
Fax Numbers	
Email Address	
Contact Person	
Name of the Proprietor/Partners, Address, Mobile No.	
Registration No. for registration under Companies Act 1956. (Please enclose self- attested photocopy of Certificates)	
PAN	
GST	
Bidder Bank A/C No.(Attach Bankers certificate of account maintenance for last two years)	
Name of the Bank	
Bank Address	
Branch Code	
IFSC Code	



Annexure –VI

*{Format for each of the Declarations & Undertaking to be typed on bidder's letter head separately and to be submitted in Part –I (TECHNICAL BID) of the tender document}*

**DECLARATION -1**

This is to certify that neither we/any of us/ are/is in anyway related to any employee in the International Centre for Automotive Technology (ICAT).

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION -2**

We hereby declare that we have not stipulated any extra condition along with the Part-II (COMMERCIAL BID) of the tender and the terms and conditions in Part I and Part II of the tender shall prevail under all circumstances.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION-3**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/ Central Government or any State/ Central PSU or EPF/ ESI/ GST/ Labour Department/ Company/ Institute/Entity/ Agency etc.

Signature :

Name :

Designation :

Name of the Bidder :

Address of the Bidder :

Date :

Place :

**DECLARATION-4**

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum local content ( \_\_\_\_\_ %) as defined in above orders against Tender/Enquiry No. \_\_\_\_\_

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

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

**DECLARATION-5**

(Declaration regarding compliance of Rule 144 (xi) of GFR 2017)

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

Authorised Signatory

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



**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 & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall the material & services in accordance with your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ as per the requirement during the period of contract.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)





### DETAILS OF MAJOR CONTRACTS

Details of major contracts with Reputed Firms handled by the Bidder for Calibration of equipments similar to our requirement during the last three (3) years in the following format (attested copies of the PO's and completion certificates may be enclosed).

Sl. No	Details of client along with address, contact details (telephone, email, website, fax etc)	Amount of contract (Rs.)	Duration of contract	
			Order received date	Date of Calibration
1.				
2.				
3.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:



## Deviations Suggested

*[The Bidder must declare 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”]*

*[The Bidder shall use the following template in order to explain the deviations, and fill and include in the current document as many templates as deviations appear in his offer with regards to Requirements expressed in this tender. The Bidder shall be required to furnish a separate sheet as per the following template for each deviation suggested.]*

<b>Requirement ID</b>	
<b>Subject</b>	<b>Requirement appearing on the Tender Document</b>
<b>Proposed Specification</b>	
<i>[Explain in detail what alternative solution are you proposing]</i>	
<b>Reasons for the proposed solution to be superior than initial requirement</b>	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i>	

**List of Instruments for Calibration in FY 2022-23 at EMC Lab, ICAT Centre-2**

S. No.	Name of the Test	Equipment Name	Make	Model	Range	Certificate to be provided with NABL Symbol Yes/No	Accredited CMC	Lab(L)/ Site(S)	Outsource (Yes/No)
1	Harmonic, Flicker, RippleDC I/P power port, Voltage fluctuation immunity test	Precision Power Analyser	Newtons 4TH Ltd	PPA5531	DC and 10mHz to 2MHz (10Arms or 30Arms) DC and 10mHz to 1MHz (50Arms)				
2	Harmonic, Flicker, RippleDC I/P power port, Voltage fluctuation immunity test	LEM6	Newtons 4TH Ltd	LEM6/3	output voltage BNC $\pm 3V_{pk}$ , output current 4mm terminal $\pm 1A_{pk}$				
3	Harmonic, Flicker, RippleDC I/P power port, Voltage fluctuation immunity test	AC/DC power source	Newtons 4TH Ltd	N4A67	67KVA				
4	Radiated Emissions	Off Board Antennas	TDK RF Solutions	Broadband Log periodic Antenna (PLP 3003)	300MHz-3GHz				
5	Radiated Emissions	Off Board Antennas	AR RF	Horn Antenna (HRN -0118)	1GHz - 18GHz				
6	Radiated Emissions	Off Board Antennas	Schwarzbeck/Active Rod Antenna with ground plane	VAMP 9243	9kHz-30 MHz				
7	Radiated Emissions	Off Board Antennas	Schwarzbeck Mess-Elektronik	BBHA 9120 C	3Ghz-18GHz				
8	Radiated Emissions	External Preamplifiers	TDK RF Solutions	PA-02-001-1000	1 kHz-1 GHz				
9	Radiated Emissions	External Preamplifiers	TDK RF Solutions	PA-02-0118	10kHz-18 GHz				
10	Radiated Emissions	External Preamplifiers	Rohde & Schwarz	BBV 9743B	10MHz- 6GHz				
11	Radiated Emissions	External Preamplifiers	TDK RF Solutions	PA-02-001-1000	1 kHz-1 GHz				
12	Magnetic field test	Loop Antenna	Ametek CTS	MFC 1000.1	1A/m to 1000A/m				
13	Conducted Transient Emissions Test	Load impedance for BS200N semiconductor switch	EM Test	CA BS200N	Maximum load current=50A, maximum battery supply voltage=28V DC, load= 0.6 $\Omega$ in series with 50 $\mu$ H, fuse=1A slow blow				
14	Bulk Current Injection Test	Power Head	AR RF	PH2004A	10 kHz to 8GHz Power Range - 60 to +20 dBm				

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15	<b>Bulk Current Injection Test</b>	<b>Power Head</b>	AR RF	PH2004A	10 kHz to 8GHz Power Range - 60 to +20 dBm				
16	<b>Bulk Current Injection Test</b>	<b>Spectrum Analyzer</b>	RIGOL	DSA815	9KHz-1.5GHz				
17	<b>Portable Transmitter Test</b>	<b>Power Head</b>	AR RF	PH2004A	10 kHz to 8GHz Power Range - 60 to +20 dBm				
18	<b>Portable Transmitter Test</b>	<b>Power Head</b>	AR RF	PH2004A	10 kHz to 8GHz Power Range - 60 to +20 dBm				
19	<b>Magnetic Immunity Test</b>	<b>Loop Sensor</b>	Ametek	LS_040	NA				
20	<b>Magnetic Immunity Test</b>	<b>Current Probe</b>	Keysight Technology	N2783B	100MHz, 30A				
21	<b>Magnetic Immunity Test</b>	<b>Hall Sensor</b>	Ametek CTS	HS 5136	Nominal frequency range: DC-1KHz Nominal measuring range: 0-7000A/m(peak) Load impedance > 2kohm				
22	<b>Magnetic Immunity Test</b>	<b>Radiating Coil</b>	SCHWARZ BECK MESS-ELEKTRON	FESP 5133-1330	Maximum coil current: 20A Max. magnetic field strength: 17kA/m magnetic flux density: 1.078 mT 180.66 dBpT				
23	<b>Common Equipments for Testing</b>	<b>E-Field Probes</b>	AR RF	AR Laser Probe (FL7218)	3MHz - 18GHz				
24	<b>Common Equipments for Testing</b>	<b>E-Field Probes</b>	AR RF	AR Laser Probe (FL7030)	5kHz - 30MHz				
25	<b>Common Equipments for Testing</b>	<b>Average Power sensor</b>	Keysight Technologies	E9304A	9KHz - 6GHz				
26	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Keysight Technologies	E9304A	9KHz - 6GHz				
27	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Keysight Technologies	E9304A	9KHz - 6GHz				
28	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Agilent Technologies	E9304A	9KHz - 6GHz				
29	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Agilent Technologies	E9304A	9KHz - 6GHz				
30	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	Keysight Technologies	N1921A	50MHz to 18GHz				
31	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	Keysight Technologies	N1921A	50MHz to 18GHz				
32	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	AR RF	PH2004A	30MHz-18GHz				
33	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	AR RF	PH2004A	30MHz-18GHz				
34	<b>Common Equipments for</b>	<b>Receiver</b>	Rohde & Schwarz	ESU-8	20 Hz-8GHz				

**Tender Reference No. ICAT/T/EMC/EQP-CALIB/2022-23/19**

	<b>Testing</b>								
35	<b>Common Equipments for Testing</b>	<b>Receiver</b>	Rohde & Schwarz	ESU-8	20 Hz-8GHz				
36	<b>Common Equipments for Testing</b>	<b>Test load 50 ohm</b>	AMETEK CTS	KW 50	Measuring voltage=10V, resulting attenuation (theoretical)=10 0:1				
37	<b>Common Equipments for Testing</b>	<b>AC Load</b>	Chroma	63224A-1200-960	V= 1200V A= 960A				
38	<b>Common Equipments for Testing</b>	<b>DC Electronic Load</b>	Chroma	63220A-600-1400	V= 600V A=1400A				
39	<b>Common Equipments for Testing</b>	<b>DC Electronic Load</b>	Chroma	63224A--1200-960	V= 1200V A= 960A				
40	<b>Common Equipments for Testing</b>	<b>Function Generator</b>	Keysight Technologies	33220A	Voltage = 10mV to 20V Frequency = 1uHz to 20MHz				
41	<b>Common Equipments for Testing</b>	<b>Digital Storage Oscilloscope</b>	Agilent Technologies	DSO7054B	500MHZ 4Gsa/s				
42	<b>Common Equipments for Testing</b>	<b>High Voltage Differential probe</b>	emtest	PVS PV 7	7kV				
43	<b>Magnetic emissions Test</b>	<b>Off Board Antenna</b>	TDK RF Solutions	Loop Antenna LP-0930A	9 kHz to 30 MHz				

**In case of any technical query, please feel free to contact:**

Contact Person: **Ms. Supriya- EMC Dept.**

Contact No. : **+91-9818208879**

Email ID: [supriya@icat.in](mailto:supriya@icat.in)

**Financial Bid**

S. No.	Name of the Test	Equipment Name	Make	Model	Range	Total Amount (INR)
1	Harmonic, Flicker, RippleDC I/P power port, Voltage fluctuation immunity test	Precision Power Analyser	Newtons 4TH Ltd	PPA5531	DC and 10mHz to 2MHz (10Arms or 30Arms) DC and 10mHz to 1MHz (50Arms)	
2	Harmonic, Flicker, RippleDC I/P power port, Voltage fluctuation immunity test	LEM6	Newtons 4TH Ltd	LEM6/3	output voltage BNC $\pm 3V_{pk}$ , output current 4mm terminal $\pm 1A_{pk}$	
3	Harmonic, Flicker, RippleDC I/P power port, Voltage fluctuation immunity test	AC/DC power source	Newtons 4TH Ltd	N4A67	67KVA	
4	Radiated Emissions	Off Board Antennas	TDK RF Solutions	Broadband Log periodic Antenna (PLP 3003)	300MHz-3GHz	
5	Radiated Emissions	Off Board Antennas	AR RF	Horn Antenna (HRN -0118)	1GHz - 18GHz	
6	Radiated Emissions	Off Board Antennas	Schwarzbeck/Active Rod Antenna with ground plane	VAMP 9243	9kHz-30 MHz	
7	Radiated Emissions	Off Board Antennas	Schwarzbeck Mess-Elektronik	BBHA 9120 C	3GHz-18GHz	
8	Radiated Emissions	External Preamplifiers	TDK RF Solutions	PA-02-001-1000	1 kHz-1 GHz	
9	Radiated Emissions	External Preamplifiers	TDK RF Solutions	PA-02-0118	10kHz-18 GHz	
10	Radiated Emissions	External Preamplifiers	Rohde & Schwarz	BBV 9743B	10MHz- 6GHz	
11	Radiated Emissions	External Preamplifiers	TDK RF Solutions	PA-02-001-1000	1 kHz-1 GHz	
12	Magnetic field test	Loop Antenna	Ametek CTS	MFC 1000.1	1A/m to 1000A/m	
13	Conducted Transient Emissions Test	Load impedance for BS200N semiconductor switch	EM Test	CA BS200N	Maximum load current=50A, maximum battery supply voltage=28V DC, load= 0.6 $\Omega$ in series with 50 $\mu$ H, fuse=1A slow blow	
14	Bulk Current Injection Test	Power Head	AR RF	PH2004A	10 kHz to 8GHz Power Range -60 to +20 dBm	
15	Bulk Current Injection Test	Power Head	AR RF	PH2004A	10 kHz to 8GHz Power Range -60 to +20 dBm	
16	Bulk Current Injection Test	Spectrum Analyzer	RIGOL	DSA815	9KHz-1.5GHz	
17	Portable Transmitter Test	Power Head	AR RF	PH2004A	10 kHz to 8GHz Power Range -60 to +20 dBm	
18	Portable Transmitter Test	Power Head	AR RF	PH2004A	10 kHz to 8GHz Power Range -60 to +20 dBm	

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19	<b>Magnetic Immunity Test</b>	<b>Loop Sensor</b>	Ametek	LS_040	NA	
20	<b>Magnetic Immunity Test</b>	<b>Current Probe</b>	Keysight Technology	N2783B	100MHz, 30A	
21	<b>Magnetic Immunity Test</b>	<b>Hall Sensor</b>	Ametek CTS	HS 5136	Nominal frequency range: DC-1KHz Nominal measuring range: 0-7000A/m(peak) Load impedance > 2kohm	
22	<b>Magnetic Immunity Test</b>	<b>Radiating Coil</b>	SCHWARZBECK MESS-ELEKTRON	FESP 5133-1330	Maximum coil current: 20A Max. magnetic field strength: 17kA/m magnetic flux density: 1.078 mT 180.66 dBpT	
23	<b>Common Equipments for Testing</b>	<b>E-Field Probes</b>	AR RF	AR Laser Probe (FL7218)	3MHz - 18GHz	
24	<b>Common Equipments for Testing</b>	<b>E-Field Probes</b>	AR RF	AR Laser Probe (FL7030)	5kHz - 30MHz	
25	<b>Common Equipments for Testing</b>	<b>Average Power sensor</b>	Keysight Technologies	E9304A	9KHz - 6GHz	
26	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Keysight Technologies	E9304A	9KHz - 6GHz	
27	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Keysight Technologies	E9304A	9KHz - 6GHz	
28	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Agilent Technologies	E9304A	9KHz - 6GHz	
29	<b>Common Equipments for Testing</b>	<b>E-Series Power Sensor</b>	Agilent Technologies	E9304A	9KHz - 6GHz	
30	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	Keysight Technologies	N1921A	50MHz to 18GHz	
31	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	Keysight Technologies	N1921A	50MHz to 18GHz	
32	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	AR RF	PH2004A	30MHz-18GHz	
33	<b>Common Equipments for Testing</b>	<b>Power Sensor</b>	AR RF	PH2004A	30MHz-18GHz	
34	<b>Common Equipments for Testing</b>	<b>Receiver</b>	Rohde & Schwarz	ESU-8	20 Hz-8GHz	
35	<b>Common Equipments for Testing</b>	<b>Receiver</b>	Rohde & Schwarz	ESU-8	20 Hz-8GHz	
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37	<b>Common Equipments for Testing</b>	<b>AC Load</b>	Chroma	63224A-1200-960	V= 1200V A= 960A	
38	<b>Common Equipments for Testing</b>	<b>DC Electronic Load</b>	Chroma	63220A-600-1400	V= 600V A=1400A	
39	<b>Common Equipments for Testing</b>	<b>DC Electronic Load</b>	Chroma	63224A--1200-960	V= 1200V A= 960A	
40	<b>Common Equipments for Testing</b>	<b>Function Generator</b>	Keysight Technologies	33220A	Voltage = 10mV to 20V Frequency = 1uHz to 20MHz	
41	<b>Common Equipments for Testing</b>	<b>Digital Storage Oscilloscope</b>	Agilent Technologies	DSO7054B	500MHZ 4Gsa/s	

**Tender Reference No. ICAT/T/EMC/EQP-CALIB/2022-23/19**

42	<b>Common Equipments for Testing</b>	<b>High Voltage Differential probe</b>	emtest	PVS PV 7	7kV	
43	<b>Magnetic emissions Test</b>	<b>Off Board Antenna</b>	TDK RF Solutions	Loop Antenna LP-0930A	9 kHz to 30 MHz	
44	<b>Onsite Charges (if any)</b>					
					<b>Total Value (INR)</b>	
					<b>GST%</b>	
					<b>Grand Total Inclusive of GST (INR)</b>	