

Proposal Invited for Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar

The Director, International Centre for Automotive Technology (ICAT) - GST No. 06AABAN9435G2ZI, a division of National Automotive Board (NAB), Govt. of India, hereby invites sealed tenders in two bids system (Technical & Financial) for “**Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar**” in segregated two bid system (Technical & Financial) as per following details:

<p>Name of Work</p>	<p>Non-Comprehensive Annual Maintenance Contract (Period: 3 Years) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar. Note: Bidders may visit the site before the pre-bid meeting & submit their queries/suggestions well before the pre-bid meeting.</p>
<p>Location</p>	<p>ICAT Centre - 2, Plot No. 1, Sector - M11 , HSIIDC, IMT Manesar, Gurugram (Haryana).</p>
<p>Product Details</p>	<p>Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas</p>
<p>Completion Period</p>	<p>365 Days, from the date of issue of Contract Initiation.</p>
<p>Earnest Money Deposit (EMD)</p>	<p>INR 36,000 (Rupees Thirty Six Thousands only) in form of DD/Bank Guarantee/ Banker’s Cheque in favour of “International Centre for Automotive Technology”, payable at Manesar / Gurugram valid for at least six months from any branch in Delhi NCR of Indian scheduled Bank. The above Bank Guarantee should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG. (To be enclosed along with the technical Bid). OR Firms who are registered with NSIC/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 atleast 6 months from the date of submission of bids).</p>

Address for Communication	The Director, International Centre for Automotive Technology (ICAT), Plot No.# 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050, Phone:+91-124-4586-111, FAX:+91-124-2290005, Website: www.icat.in .
Last Date of Receiving of queries on Tender Document	Up to 1700 Hrs on 1st November' 2023 at ICAT Office (via e-mail or hard copy) Mail ID: amir.khan@icat.in , vikas.sharma@icat.in
Pre Bid Meeting	1500 Hrs on 8th November' 2023 at ICAT, Manesar, Gurugram, India. Venue: PE Meeting Room, ICAT Centre - 2, Manesar (Haryana) Contact Person: Mr. Amir Khan - PE CII Mail ID: amir.khan@icat.in Contact No. +91 9718466525
Last Date of submission of Sealed Bid	Up to 1700 Hrs. 20th November' 2023 at ICAT Manesar, Gurugram, India. To, The Purchase Department International Centre For Automotive Technology Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram 122051 (Haryana) Contact No. +91 9971150821

Specific Conditions of Contract

1. Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed "Bid for **Tender No. ICAT/T/PE-C2/AMC/FIREPANELS/2023-24/97**, 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/PE-C2/AMC/FIREPANELS/2023-24/97 (Complete Stamped and Signed Copy of Tender Document and Supporting Documents of Minimum Eligibility Criteria).**
 - 1.2. **Part2:** Financial Proposal "**Tender No. ICAT/T/PE-C2/AMC/FIREPANELS/2023-24/97 (Annexure-C Financial Proposal)**

Bid to be submitted in a sealed envelope latest by 20th November' 2023 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):

2.1 The Bids should be accompanied by an **Earnest Money Deposit of INR 36,000/- (Thirty Six Thousands 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 atleast 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**, the validity of the Earnest Money Deposit should be extended for a further period of **60** (sixty) days.

3. Minimum Eligibility Criteria

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

1. 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.

2. Financial Capacity:

The bidder should have the average annual turnover of atleast **INR 50 Lakhs** In last **3** financial years (2020-21 & 2021-22 & 2022-23). Relevant proof for supporting the above shall be submitted.

3. Technical Capability:

- The Bidder shall be a Company which is supplying and executing same /similar AMC work with a minimum **3 years** of experience in the relevant business pertaining to the Fire Alarm & Allied Work.
- Experience of having successfully completed **2** same/similar work during last **3 Financial Years** ending last day of month previous to the in which bids are invited.
- The bidder should have presence in India with their technical support team for “after sale service support”. The bidder should have technical manpower with experience to provide service in Delhi/NCR region.
- A proof for supporting above points shall be submitted by the bidder.

4. Supporting Documents for Minimum 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 23rd July 2020 [https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf](https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf))
- Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019 and as revised from time to time(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.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:**

AMC Site: ICAT Centre – 2, Manesar, Plot No. 1, Sector – M11, HSIIDC, IMT Manesar, Gurugram (Manesar).

5. AMC Period

5.1 The AMC contract initially for a period of 12 Months (1 Year) from the date of issuance of contract and can be extended for further 24 Months (2 Years) on mutual consent on the same rates, terms and conditions. The contractor shall continue the service on same terms until a new contractor is in place. The contract is extendable for a further period of 2 Years (24 Months) on same terms and conditions at the discretion of the ICAT.

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 **36 Months** 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:

If the Contractor has fails to perform the satisfactory annual maintenance of the fire-fighting equipments and / or which is not ready to use within stipulated time (monthly/fortnightly as applicable) then penalty at the rate of **0.5% per week** subject to maximum of **10% on the delayed value of work will be deducted.**

The performance of the agency will be reviewed on monthly basis and in case the maintenance services are not found up to the mark, the contract may be terminated without any notice.

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/Startup as per prevailing govt 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 tender document.
- 11.4 No correspondence will be entertained by ICAT from the unsuccessful Bidders.

12. Issuance of “Notice To Proceed”

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 Gurantee

The successful bidder is required to furnish the Security Deposit in INR equivalent to 10% of the Contract /Order value (Including Taxes) in the form of Performance Bank Guarantee within 15 days of award of Contract / receipt of Order(s). The amount of Security Deposit will be forfeited to the extent of financial loss suffered by ICAT, if the successful bidder fails to execute the order and fulfill its terms and conditions.

14. Inspection, Testing and Quality Control (Pre-Dispatch Inspection is applicable for this Tender): Not Applicable

- 14.1 ICAT Engineers (2 nos.) will visit the supplier’s manufacturing site for Pre-dispatch inspection and shall inspect and test the ordered test system and the related services to confirm their conformity to the contract specification and other quality control details incorporated. The expenses towards the Pre-dispatch inspection visit shall be borne by the supplier.
- 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, bought out items whichever applicable, 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:

- **ICAT, Manesar shall pay on completion of each Month** or as may be agreed upon from time to time for the services that may be rendered by the Contractor on performing the maintenance services to its fullest satisfaction. The Monthly bills are invariably to be accompanied by:

TDS as per income tax and GST-TDS as applicable shall be deducted from the bills of the agency. **Vendor has to submit the proof of GST compliance against the Invoices raise to ICAT Manesar**

- In case of non submission of the PBG, ICAT has right to retain **10%** of the total contract value from the Invoice as an performance security (retention) for a period of **12 Months**. Retention will enforceable till successful completion of AMC period.
- 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)

- Warranty should remain for a period of **XXX** from the date of Acceptance & commissioning of the complete setup by ICAT.
- During Warranty period, the supplier is required to visit ICAT Site atleast once in 1 year 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 Services: As per Technical Requirement (As Per Annexure A)

- 20.1 The scope of Work should be as described under “**Annexure A - Scope of Services**”.
- 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:

ICAT may nominate any persons or employees as its Authorized Representatives who should represent ICAT for the purposes specified under the provisions of this Purchase Order / Works Order. The Authorized Representatives 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. ICAT Engineers (02 nos.) will visit the supplier's manufacturing site for Pre-dispatch inspection of test rig. The expenses towards the Pre-dispatch inspection visit shall be borne by the supplier. 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: amir.khan@icat.in & 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:

- 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.

34. Exemption & Preference:

- 34.1 MSME Exemption Applicability:** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 34.2 Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal

Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

35. Conflict of Interest

- Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in **Form G – Declaration In Respect of Conflict of Interest**. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:
- 35.1 directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - 35.2 receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
 - 35.3 has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
 - 35.4 has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
 - 35.5 participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

- 35.6 would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 35.7 has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

36. Purchase Preference Policies of the Government

ICAT reserves right to grant preferences to the following categories of eligible Bidders under various Government

Policies/ Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the

36.1 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

36.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

1. 'Class-I local Supplier' with local content equal to or more than that prescribed in tender document or 50% if not prescribed.
2. 'Class-II local Supplier' with local content equal or more than that prescribed in tender document or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
3. 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

36.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

36.1.3 Eligibility to participate

1. Minimum local content for eligibility to participate: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
2. Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in Tender Document/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not nonlocal Suppliers.

36.1.4 Thresholds

1. Following thresholds shall be declared in the Tender Document.
 - a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
 - b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
 - c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Nonlocal or Class-II bidders for being eligible for purchase preference.
2. If not so declared, the default threshold shall be as follows:
 - a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
 - b) Minimum local content for eligibility to participate shall be 50%,
 - c) The margin of purchase preference shall be 20%

36.1.5 Purchase preference to Class-I local Suppliers

1. **Where the Services are divisible by nature:**

- a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
 - b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
2. **Where the Services are not divisible, and in the procurement of Services where the bid is evaluated on price alone:**
- a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
 - b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
 - c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
3. **Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:**
- a) If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.
 - b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50%

of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

36.1.6 Verification of local content and violations:

1. The 'Class-I local Supplier' / 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier' / 'Class-II local Supplier', as the case may be.
2. In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier' / 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
3. Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
4. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

36.1.7 Manufacture under license/ technology collaboration agreements with phased indigenisation

1. If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
2. The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds

intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

36.1.8 Information to be provided by Bidders regarding Make in India policy Bidder shall provide required self-declaration as detailed in Form D – Certificate of Local Content/Make In India Declaration:

1. Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Nonlocal Supplier and their eligibility to participate as per this clause.
2. If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
3. If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

36.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs) Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

36.2.1 Registration of MSEs

1. MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
2. MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
 - (a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
 - (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
 - (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

36.2.2 Support to MSEs

1. Tender sets shall be provided free of cost to MSEs.
2. MSEs shall be exempted from payment of Earnest Money. (they shall be required only to submit Bid Security Declaration)

36.2.3 Purchase Preference to MSEs

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1)+15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

36.3. Support to Start-up Enterprises

36.3.1 Definition of Start-up Enterprises

1. As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - b) Turnover of the entity for any of the financial years since incorporation/registration has not exceeded one hundred crore rupees, and
 - c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
2. Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
3. A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

36.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

1. **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money.
2. **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.

General Terms & Conditions

1. This Tender Document (“Tender Document”) is being issued by International Centre for Automotive Technology, Manesar for the selection of a successful bidder for “**Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar** ” (hereinafter collectively referred to as the “Works”).
 2. The information contained in this Tender Document is being provided for the limited tendering purposes of enabling the suitable parties (“**Bidders**”) to submit a binding proposal (“**Bid**”) for performing, executing and implementing the Works and for no other purpose. In no circumstances shall ICAT, or its advisers, consultants, contractors, employees and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the selection procedure.
 3. The possession of the Tender Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
 4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this Tender Document shall be construed as legal, financial or tax advice. ICAT will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.
 5. Laws of the Republic of India are applicable to this Tender Document. The courts at Gurgaon shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
 6. Each Bidder’s acceptance of delivery of this Tender Document constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this Tender Document, the recipient agrees that this Tender Document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
- **Amendment To Tender Document**
 - 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 and ICAT at its discretion may or may not extend the deadline for submission of tenders
 - In case after issuance of addenda / corrigenda, 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 / corrigenda and the addenda / corrigenda have been taken into account.

- **Bid Evaluation:**

Bid evaluation system bidders who qualify technical evaluation will be qualified for next part of evaluation i.e. financial part. The Lowest financial bid of the technically qualified bids shall be deemed as the successful bidder (“Successful Bidder”). However ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases.

- **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.

- **Force Majeure**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-vendors or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Measures to be taken:

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall

take all reasonable measures to minimize the consequences of any event of Force Majeure.

- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
 - In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration.
- 11** In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer.
- 12.** Incomplete offer or non compliance to our requirements and terms will be summarily rejected.

13. Suspension of Works

- ICAT reserves the right to suspend and re-instate the Execution of the whole or any part of the Works or the delivery of any Equipment, without invalidating the provisions of the Contract. The order for suspension or re-instatement shall be issued by the ICAT Representative to the Contractor in writing vides a suspension order and the same shall be binding on the Contractor. The Contractor shall during any suspension, properly protect and secure the Works and the goods and Equipments and shall not remove any goods or Equipments from the Project Site without the prior consent of the ICAT Representative and the Contractor shall take all reasonable measures to minimise the costs and losses of the suspension to ICAT. The Contractor shall undertake any necessary action instructed by the ICAT Representative to remedy the circumstances that led to the suspension and the Contractor shall notify the ICAT Representative immediately upon completing such action. Upon resumption of the Works, the Contractor shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or defect in or loss of the Works, the Equipment or any part thereof that may have occurred during the suspension. The Time for Completion of the Works shall not be extended if the issue such a suspension order was due in any way to the act, default, omission or breach by the Contractor.

14. Dispute Resolution Procedure

14.1 Amicable Resolution and Mediation

- 14.1.1 Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of ICAT Representative and so notified in writing by either Party to the other (the “Dispute”) shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in **Clause 14.1.2** below.
- 14.1.2 Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.
- 14.1.3 In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with **Clause 14.1.2** either Party may refer the Dispute to arbitration in accordance with **Clause 14.2**.

14.2 Arbitration Procedure

Save where expressly stated to the contrary in the Contract, any Dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996 Act and in accordance with the UNICTRAL rules (the “Arbitration Rules”) by three arbitrators appointed in accordance with the Arbitration Rules.

14.3 Place of Arbitration

The place of arbitration shall be Gurugram.

14.4 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

14.5 Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

14.6 Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

15. Termination

15.1 Termination

15.1.1 Subject to the other provisions of the Contract, ICAT shall have the right to serve a notice of termination of the Contract on the Contractor and forthwith terminate the Contract without prejudice to any of its other rights and remedies against the Contractor and without being liable to pay any loss or compensation if:

- (i) if any distress or execution is levied upon any of the assets of the Contractor;
- (ii) at any time during the currency of the Contract there is a change in the effective control of the Contractor as at the date of the Contract;
- (iii) the Contractor fails to complete, test and commission the Contractor's Works/ Project Facility within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from ICAT in this regard.
- (iv) any of the following events occurs:
 - (a) the passing of a resolution by the shareholders of the Contractor for the winding up of the Contractor;
 - (b) the appointment of a liquidator in a proceeding for the winding up of the Contractor or the Contractor entering into a compromise with its creditors; or
 - (c) the making by the court of an order winding up the Contractor,
 - (d) The Contractor either:
 - (i) Appoints a subcontractor without the prior approval of ICAT, or terminates any of the Subcontractor; or
 - (ii) having terminated any of the Subcontracts with the consent of ICAT, appoints a replacement Sub-Contractor without the prior approval of ICAT.
 - (e) the Contractor without the consent of ICAT assigns or transfers all or any of its rights or obligations under the Contract;
 - (f) the Contractor repudiates the Contract or otherwise evidences an intention not to be bound by the Contract; or
 - (g) the expropriation, confiscation, compulsory acquisition of the Project Facility;
 - (h) as a result of Force Majeure, the Contractor is unable to proceed with the Works for a period of [90(ninety)] consecutive days or [180(One Hundred and Eighty)] days in a year (whichever is less);

- (i) if the Contractor or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of ICAT Representative whose decision (without an obligation to give reasons therefor) in this regard will be final, is prejudicial to the interests or reputation of ICAT.
- (j) the Contractor offers, gives or promises any payment directly or indirectly to any government, political party, or official thereof, or any candidate for political office, or to ICAT in order to influence any substantive decision of, or induce any party or person to use its influence to offset any substantive decision of any Relevant Authority or Statutory Authority or ICAT in regard to any aspect of the Contract;
- (j) the Contractor makes any warranty or representation in or in accordance with the Contract which was materially incorrect when made so as to materially affect ICAT's interests; or
- (k) in the event that the Contractor's liability for Liquidated Damages reaches the cap on such damages as set out in Special Conditions of Contract and the Completion Certificate for the whole of the Works has not been issued; or
- (l) fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Security; or
- (v) the Contractor has, without valid reason and ICAT's consent, failed to commence the Works promptly, or fails to progress the Works regularly and/or diligently or
- (vi) the Contractor has failed to adhere to the Technical Conditions of Contract and in the reasonable estimation of the ICAT Representative, such failure is likely to mean that Completion of the Works is likely to be delayed beyond the relevant Time for Completion; or
- (vi) the Contractor's personnel is/are incompetent, have acted in a manner prejudicial to ICAT's best interest or have failed to comply with ICAT's health, safety, environment or other rules or regulations and procedures; or
- (viii) the Contractor has failed to achieve two Milestones consecutively.

15.2 Termination Procedure

- 15.2.1 A notice of termination given pursuant to this **Clause 15** (each a “Preliminary Termination Notice”) shall specify in reasonable detail the circumstances giving rise to the Preliminary Termination Notice. If, within [21 (twenty one)] days following the service by ICAT of a Preliminary Termination Notice, the Contractor pays all sums which are due and payable to ICAT or remedies the breach to the satisfaction of ICAT existing as at the date of the Preliminary Termination Notice then such Preliminary Termination Notice shall be revoked and all existing rights of termination in favour of ICAT under the Contract shall terminate and the Contractor shall continue to perform its obligations under the Contract in a diligent and proper manner.
- 15.2.2 Within the period of [21 (twenty one)] days following the receipt of the Preliminary Termination Notice by the Contractor and unless the Parties shall have otherwise agreed or the circumstances giving rise to the Preliminary Termination Notice shall have ceased to exist or shall have not been remedied, ICAT may terminate the Contract by giving written notice (a “Termination Notice”) to the Contractor and the Contract shall terminate on the date mentioned in the Termination Notice (“Termination Date”).
- 15.2.3 The termination of the Contract by ICAT for reasons other than breach can be made by a written notice to the Contractor and nothing herein will obligate ICAT to terminate the Contract or be liable for any exercising its right of termination and ICAT may pursue all remedies available in law instead of termination.

15.3 Upon Termination

- 15.3.1 Upon Termination for any reason whatsoever, the Contractor shall to the extent instructed by the ICAT's Representative:
- (i) cease all further work as instructed by the ICAT's Representative in the Termination Notice and the Contractor shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already Executed and any work required to leave the Project Site and the Works in a clean and safe condition;
 - (ii) remove all the Contractor's Equipment and temporary works;
 - (iii) repatriate the Contractor's and Subcontractor's personnel from any part of the Project Site and the Works;
 - (iv) deliver to ICAT the Works Executed by the Contractor as at the Termination Date;
 - (v) ensure that it and those it is contractually or otherwise responsible for, vacate the Project Site;
 - (vi) promptly and in an orderly manner deliver to ICAT all documents relating to the Works which are for the time being under the control of the Contractor;
- 15.3.2 Without prejudice to **Clause 15.3.1** upon Termination:

- (i) ICAT may enter the Project Site and the Works thereof and expel the Contractor therefrom and ICAT may complete the Works itself or by employing any third party;
- (ii) ICAT may, to the exclusion of any right of the Contractor over the same, take over and have free use, without payment to the Contractor, of any Contractor's Equipment and temporary works of which have been delivered to the Project Site for such period as the ICAT's Representative considers necessary for the Execution of the Works, without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same.
- (iii) ICAT may at any time sell any of the said Contractor's Equipment, temporary works and any unused materials and apply the proceeds of sale in or towards for satisfaction of any sums due or which may become due to it from the Contractor under the Contract; and
- (iv) ICAT shall have the power and authority to prohibit the Contractor and any person claiming through or under the Contractor from entering the Project Site.

16. Miscellaneous

16.1 Assignment and Charges

- 16.1.1 Subject to **Clauses** 16.1, neither Party shall assign the Contract or the rights, benefits nor obligations hereunder save and except with prior consent of the other Party.
- 16.1.2 The Contractor shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Contract except with prior consent in writing of ICAT, which consent shall not be unreasonably withheld.

16.2 Interest

Any sum which becomes payable under any of the provisions of the Contract by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry the Default Interest Rate from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same.

16.3 Governing Law and Jurisdiction

The Contract shall be governed by the laws of India. In respect of all matters arising out of or relating to the Contract, the Courts at New Delhi, India shall have the jurisdiction to decide the matter.

16.4 Waiver

16.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Contract:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- (iii) shall not affect the validity or enforceability of the Contract in any manner.

16.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Contract.

16.5 Survival

Termination or expiry of the Contract (i) shall not relieve ICAT or the Contractor of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and (ii) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

16.6 Amendments

The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

16.7 Severability

If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

16.8 No Partnership

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal to principal basis.

17. During working at site, some restrictions may be imposed by Site In-Charge/Security Staff of ICAT or Local Authorities regarding Safety and Security etc. The contractor shall be bound to follow all such restrictions/instructions & nothing extra shall be payable on this account.
18. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost and no claim on this account will be entertained.
19. No labour hutment shall be allowed in premises. All labourers should leave the site after day's work. The security & Watch Ward of site contractor materials/work etc. Shall be at his cost only.
20. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
21. In the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the ICAT reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this contract.
22. The contractor shall fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and ICAT has nothing to do with such happenings and in no way shall be held responsible for the same.

Annexure A

Technical Specification and Scope of Services

Tender Document No. ICAT/T/PE-C2/AMC/FIREPANELS/2023-24/97

Proposal Invited for “Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar”

Annexure – A
Detail Technical Specification/Scope of Work

Scope of Work: Proposal Invited for “**Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar**”

1. Technical Specifications:

The system/service supplied must be self reliant & should work in standalone. The bidder shall demonstrate this compatibility fully at the time of training.

Detailed specifications of the equipment for which the bid is being submitted shall meet or be better than the following specifications.

Scope of Work:

Sr. No.	Activities	Scope	Quantity	UOM
1	Systems Covered	1. Fire Alarm System: 12 Nos. 2. Repeater Panel: 1 Nos. 3. VESDA System: 12 Nos. 4. Gas Suppression System (NAFS125): 1 Nos. 5. Gas Suppression System (CO2 Flooding): 2 Nos. Detailed List with Area & makes are attached for reference.		
2	Health Check-up: Monthly Visit (Total 12 Nos.)	1. To check System Working functions. 2. To check & rectify all Troubles/Alarms/Faults in system. 3. Visit Report to be submitted covering all observations and actions taken. 4. In event of any spares requirement, it must be timely reported to ICAT for procurement.	12	Jobs in Month
3	Preventive Maintenance: Quarterly (Total 4 Nos.)	1. As per defined Checksheet (To be finalised with ICAT once contract starts). This includes cleaning of all installed devices/accessories/filters as per the schedule for trouble free operation. 2. All arrangement related to PM regarding tools/material handling equipment/ladders/scaffolding if required shall be under the scope of contractor.		

Sr. No.	Activities	Scope	Quantity	UOM
4	Breakdown/ Emergency Calls: As & when required within 24 hours of reporting of fault.	1. Attending breakdown calls, checking and rectifying problem within the system to make it healthy. 2. Escalation Matrix to be submitted by the contractor for call reporting & escalating it.	12	Jobs in Month

List of Fire Detection & Alarm System					
Sr. No.	Description of Instruments/ Machine	Business Unit/ Department (ICAT)	Location	Utilization Area	Make
1	Fire Alarm System with Repeater Panel # 1	ICC	Admin Building (Ground Floor)	Admin Building	Honeywell-Morley
2	Fire Alarm System # 2	ICC	Admin Building (5th Floor)	Admin Building	Honeywell-Morley
3	Fire Alarm System # 3	TTL	Tyre Test Lab (Reception)	Tyre Test Lab	Apollo
4	Fire Alarm System # 4	PSL	PSL (Reception)	PSL Lab	Honeywell-Notifier
5	Fire Alarm System # 5	PSL	PSL (Soak Room)	PSL Dummy Storage Area	Secutron
6	Fire Alarm System # 6	EMC	EMC (Reception)	EMC Lab	Honeywell-Notifier
7	Fire Alarm System # 7	NVH	NVH (Reception)	NVH Lab	Honeywell-Notifier
8	Fire Alarm System # 8	NVH	NVH HDVSAC Main Entrance	HDVSAC, PCVSAC & Pit Areas	Honeywell-Morley
9	Fire Alarm System # 9	VEL	VEL (Bay-1)	Client Workshop	Honeywell-Notifier
10	Fire Alarm System # 10	ICC	South Expo	South Expo	Apollo
11	Fire Alarm System # 11	ICC	West Expo	West Expo	Quatak

12	Fire Alarm System # 12	ICC	North Expo	North Expo	Apollo
13	VESDA System # 1	ICC	Adming Building (Audi)	Auditorium	Securiton
Sr. No.	Description of Instruments/ Machine	Business Unit/ Department (ICAT)	Location	Utilization Area	Make
14	VESDA System # 2	PSL	PSL Dummy Storage Room	Dummy Storage Room	Xtralis
15	VESDA System # 3	EMC	Outside VSAC	VSAC	Xtralis
16	VESDA System # 4	EMC	Outside VSAC Control Room	VSAC Control Room	Xtralis
17	VESDA System # 5	EMC	Outside CSAC	CSAC	Xtralis
18	VESDA System # 6	EMC	Outside CSAC Control Room	CSAC Control Room	Xtralis
19	VESDA System # 7	EMC	Outside Dyno Pit	Dyno Pit	Xtralis
20	VESDA System # 8	EMC	Outside Amplifier Room	Amplifier Room	Xtralis
21	VESDA System # 9	NVH	Outside Receiving Room	Receiving Room	Securiton
22	VESDA System # 10	NVH	Outside CSAC	CSAC	Securiton
23	VESDA System # 11	NVH	Outside HDVSAC	HDVSAC	Securiton
24	VESDA System # 12	NVH	Outside PCVSAC	PCVSAC	Securiton
25	Gas Suppression System # 1 (NAFS 125)	PSL	Soak Room: PanelInside SLED Area Room: Cylinders	Dummy Storage Room	Ravel (Panel)
26	Gas Suppression System # 2 (CO2 Flooding)	PSL	EV Observation Room (Outside PSL)	EV Observation Room	Apollo
27	Gas Suppression System # 3 (CO2 Flooding)	EMC	Dyno Pit Area	Dyno Room Area	Agni (Panel)

Compulsory Inclusions in the bid:

2. General Requirement

- Bidder shall submit the details of working procedure alongwith tender documents.

3. Warranty (Not applicable)

Warranty duration for the supplied equipment/test rig will be **NA** i.e after successful handover of the complete system.

4. Intellectual Property Right (IPR)

ICAT alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the technology, the content and the service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by bidder/supplier or any other party relating to the service. This agreement does not convey to bidder/supplier any rights of ownership in or related to the service, the technology or the Intellectual Property Rights owned by ICAT.

5. Manual

Dip Chart, Test Reports & Other Documents need to be provided. Operation & Maintenance Manual (two sets each) to be provided.

6. Installation & Commissioning

Successful bidder will be responsible for Installation & commissioning (I&C) of the test system at ICAT. After successful Installation & commissioning of complete test system, official handover procedure to done.

7. Training

The qualified engineer from the supplier must impart detailed training on the test system. The Trainer must be technically capable to explain the complete feature of the test system. The detailed technical training (Testing training + maintenance/trouble shooting training) details to be provided at the time of training.

Annexure - B
Technical Evaluation Parameters

1. Evaluation Parameters

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

Item	Detail Description	Parameter Weight
Technical Capability	The bidders capability in technical terms to undertake the assignment as per Annexure A	40
Bidder's Past Experience	Experience of Similar Nature of service executed 2 services (min.) – 8 marks > 2 upto 4 services – 12 marks More than 4 services - 15 marks	15
	Experience (No. of years) 3 years (min.) – 8 marks > 3 upto 5 years- 12 marks More than 5 years- 15 marks	15
Bidder's capability	Financial Capability (Avg. of last 3 years - FY 2020-21, 21-22 & 22-23) 50 Lakhs (min.) - 5 marks >50 Lakhs upto 1 Crores - 8 marks >1 Crores - 10 marks	10
	Technical Capability Work Implementation Plan along with Team Structure/Organogram Details submitted in tender: A). Engineer (Diploma/Degree)- 1 Nos., ITI/Technician- 2 Nos.: 5 marks B). Engineer (Diploma/Degree)- 2 Nos., ITI/Technician - 4 Nos.: 8 marks C). Engineer (Diploma/Degree)- 4 Nos. & above, ITI/Technician - more than 4 nos.: 10 marks	10
Customer feedback	2 nos. (min.) : 5 marks >2 upto 4: 07 marks	10

	More than 4 : 10 marks	
Grand Total		100
Qualified (Yes/No)		

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

Contact Person: Mr. Amir Khan – PE C2
Contact No. : +91-9718466525 (Mobile)
Email ID: amir.khan@icat.in

Annexure C

Financial Bid

**Financial Bid for “Proposal Invited for “Non-Comprehensive AMC (3 Year)
for All Fire Alarm, VESDA & Gas Suppression System installed for
Buildings & Lab Areas at ICAT (Centre-2), Manesar”**

Tender Document No. ICAT/T/PE-C2/AMC/FIREPANELS/2023-24/97

Annexure – C

Financial Bid for “Proposal Invited for Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas, Centre – 2, Manesar, Gurugram (Haryana)”

Sr. No.	Activities	Scope	Quantity	UOM	Unit Rate (INR)	Total Value (INR)
1	Systems Covered	1. Fire Alarm System: 12 Nos. 2. Repeater Panel: 1 Nos. 3. VESDA System: 12 Nos. 4. Gas Suppression System (NAFS125): 1 Nos. 5. Gas Suppression System (CO2 Flooding): 2 Nos. Detailed List with Area & makes are attached for reference.				
2	Health Check-up: Monthly Visit (Total 12 Nos.)	1. To check System Working functions. 2. To check & rectify all Troubles/Alarms/Faults in system. 3. Visit Report to be submitted covering all observations and actions taken. 4. In event of any spares requirement, it must be timely reported to ICAT for procurement.	12	Months		
3	Preventive Maintenance: Quarterly	1. As per defined Checksheet (To be finalised with ICAT once contract starts). This includes cleaning of all installed devices/accessories/filters as per the schedule for trouble free operation. 2. All arrangement related to PM regarding tools/material handling equipment/ladders/scaffolding if required shall be under the scope of contractor.				

4	Breakdown/Emergency Calls: As & when required within 24 hours of reporting of fault.	1. Attending breakdown calls, checking and rectifying problem within the system to make it healthy. 2. Escalation Matrix to be submitted by the contractor for call reporting & escalating it.				
Total Amount (INR)						
GST @ %						
Grand Total (INR) including GST						

Important Note:

- 1. Bidders are recommended to visit the site physically to access all system & their details before bidding.**
- 2. Initial Contract shall be for 12 months (1 year) only. However, Rate Contract will be valid for 3 years. Based on the service satisfaction, the contract will be renewed annually upto 3 years on same terms and condition as that of the initial contract.**

Form A

(Letter for Submission of Technical Proposal)

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

[Location, Date]

To: The Procurement Officer
 International Center for Automotive Technology
 [A Division of NATRIP Implementation Society (NATIS), Govt. of India]
 Plot No.-26, Sector-3, HSIIDC, IMT-manesar, Gurgaon-122 050 Hayana (India)
 Phone: +91-124 4586111 , Fax: +91-124 2290005
 E-mail: vikas.sharma@icat.in Website: www.icat.in

Dear Sir,

We, the undersigned, offer our bid in response to your Tender No. _____ dated _____. We are hereby submitting our Bid, which includes this Technical Bid and a Financial Bid sealed under a separate envelope. Our Bid is valid for a period of 180 days from the last date of Submission of Bids.

The following information is submitted along with the Technical Bid:

	Hard Copy
Tender Document floated by ICAT	Fully printed and duly signed and stamped at each page
Form a) Letter for Submission of Technical Bid	Dully Filled & Signed
Form b) Earnesh Money Deposit	Dully Filled & Signed
Form c) Performance Bank Guarantee	Dully Filled & Signed
Form d) Certification of Loca Content	Dully Filled & Signed
Form e) Undertaking Regarding Blacklisting/Non-Debrment	Dully Filled & Signed
Form f) Checklist (Information/Documents to be submitted along with the Bid)	Dully Filled & Signed
Form g) Declaration In Respect of Conflict of Interest	Dully Filled & Signed

Technical and Financial Bids (Total Price for the Package) include all the following elements, as per the terms and conditions appearing in the Tender Document .

Location	Scope of Supply/Services	Scope of Work
ICAT Manesar (Centre 2)	Proposal Invited for “Non-Comprehensive AMC (3 Year) for All Fire Alarm, VESDA & Gas Suppression System installed for Buildings & Lab Areas at ICAT (Centre-2), Manesar”	As Per Scope of Work Given In Bid Document “Annexure A”

We hereby declare that all the information and statements made in this Bid is true and complete in all respects and is as per the guidelines laid down in the tender document. We further understand that any information which is found false or is not as per the guidelines and terms & conditions of the tender document may lead to our disqualification.

We hereby declare that our Technical Bid contains Earnest Money Deposit in form of Demand Draft 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.

We undertake that if our Bid is accepted, we will be committed to supply the equipment as per the scope of work as per the terms and conditions agreed mutually.

If negotiations are held during the period of validity of the Bid, we undertake that our Bid will be binding upon us and will be subject to the modifications resulting from Contract negotiations.

We understand ICAT is not bound to accept any Proposal that it receives from us.

Yours sincerely,

Authorized Signature [*In full*]: _____

Authorized Signature [*In initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: ____

:

[Note1: Authorized person signing shall attach to this document a proof of authorisation for signing on behalf of the Bidder Company]

Note2: To be signed in blue ink]

Form B
Earnest Money Deposit

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

Date: _____

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

Re: Tender No._____

We hereby enclose Demand Draft No. _____, dated _____, for Indian Rupees _____ Only (to be filled in figures and words both), drawn on _____, in favour of “International Centre for Automotive Technology”, payable at Manesar, India.

OR

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

Name of Bidder

Signature of Authorised Representative

[Note : The Demand Draft to be attached with this Form]

Form C

Performa for Performance Bank Guarantee Format
(To be executed on non Judicial stamped paper of an appropriate value)

WHEREAS International Centre for Automotive Technology having its office at Plot – 26, Sector - 3, IMT, Manesar, Gurgaon – 122 050 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at NBCC Place, South Tower, 3rd Floor, Bhishma Pitamah Marg, Pragati Vihar, Lodhi Road, Lodi Road, New Delhi 110 003, has executed a contract on [*Please insert date of execution of Contract*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works (“**Works**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

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

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

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

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

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Contractor's obligations against which this bank guarantee is given, are not completed or fully performed by the Contractor within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Contractor fulfills its obligations under the Contract. We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated *[date of power of attorney to be inserted]*.....granted to him by the Bank.

Date:
Bank
Corporate Seal of the Bank

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

**Form D:
Certificate of Local Content/Make In India Declaration**

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

* 1. Declaration regarding Make in India

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

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

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

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

Authorised Signatory

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

Form E

Undertaking Regarding Blacklisting/Non-Debrment

(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, Gurgaon 122051 (Haryana – India)

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

For.....

Authorised Signatory

Date:

Form F

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

10	Annual Turnover for the Last Three Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	
11	Original Copy of Authorisation From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item.	
12	Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (two copies of Purchase/Work Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed).	
13	Declaration regarding Certificate of Local Content/Make in India as given in "Form D"	
14	Declaration regarding blacklisting or otherwise by the government departments as given in "Form E"	
15	Declaration regarding Conflict of Interest as given in "Form E"	
16	Any other information document: Please specify	

**Form G
Declaration In Respect of Conflict of Interest**

Tender No. ICAT/T/PE-C2/AMC/FIRPNLS/2023-24/97

Tender Detail: Non Comprehensive AMC (3 Years) for All Fire Alarm, VESDA & GAS Suppression System Installed for Building & Lab Areas at ICAT Centre – 2

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

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

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

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

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

- (1) *they are members of a Hindu Undivided Family;*
- (2) *they are husband and wife; or*
- (3) *A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-*
 - a. *Father including step-father,*
 - b. *Mother including step-mother,*
 - c. *Son including step-son,*
 - d. *Son’s wife,*
 - e. *Daughter,*
 - f. *Daughter’s husband,*
 - g. *Brother including step-brother,*
 - h. *Sister including step-sister.*

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

“A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be

considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Form H
Financial Proposal Submission Form
(To be Executed on Letterhead of the Bidder)

[Location, Date]

To: The Procurement Officer
International Centre for Automotive Technology
Plot – 26, Sector - 3, IMT, Manesar,
Gurgaon – 122 050

Dear Sir,

We, the undersigned, offer to provide the equipment & services in accordance with your Tender No. _____, dated _____ and our Technical Bid. Our attached Financial Bid includes the price in the format for financial bid provide as part of tender documents. The total price of our offer is _____ (in figures and words) and includes all the deliverables under this tender as per our Technical Bid.

We hereby declare that all the information and statements made in this Bid is true and complete in all respects and is as per the guidelines and terms & conditions laid down in the tender document. We further understand that any information which is found false or is not as per the guidelines and terms & conditions of the tender document may lead to our disqualification.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid.

We understand ICAT has right to accept or reject our Bid as per its discretion.

Yours sincerely,

Authorized Signature [*In full*]: _____

Authorized Signature [*In initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: ____

÷

[Note : To be signed in blue ink]