

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-02-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-02-2026 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - Electrodynamic Vibration Shaker; Saraswati Dynamics Make Electrodynamic Vibration Shaker; Comprehensive Maintenance Contract (CMC); 4 Quarterly Basis; No
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2810000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

Price Breakup - [1768918845.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**Scope of Work:**[1768918857.pdf](#)**Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:**[1768918862.pdf](#)**Details of manpower requirement for CMC service:**[1768918868.pdf](#)**Product/Equipment Details:**[1768918878.pdf](#)**Financial Breakup Required:**[1768918988.pdf](#)**Customized AMC/CMC For Pre-owned Products - Electrodynamic Vibration Shaker; Saraswati Dynamics Make Electrodynamic Vibration Shaker; Comprehensive Maintenance Contract (CMC); 4 Quarterly Basis; No (5)****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	Electrodynamic Vibration Shaker
Product Brand	Saraswati Dynamics Make Electrodynamic Vibration Shaker
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	4 Quarterly Basis
Manpower Required	No
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	5	<ul style="list-style-type: none">Number of months within the contract period for which service is required : 12

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

1. **Generic**

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

2. **Buyer Added Bid Specific ATC**

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

3. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

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

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

terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

ATC - Additional Terms & Conditions

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ATC – Additional Terms & Conditions

Chapter - 1

Detailed Technical Requirements and Scope of Services for Comprehensive Annual Maintenance Contract (CAMC)

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, hereby invites bids through a **restrictive bidding process under Proprietary Article Certificate (PAC)** on the Government e-Marketplace (GeM) Portal for “Comprehensive Annual Maintenance Contract (C-AMC) for Saraswati Dynamics Make Electrodynamic Vibration Shaker (5 No’s) Installed at ICAT Centre - 1, Manesar (Haryana)”.

A. Equipment Description for CAMC Tender

1. The proposed **Comprehensive Annual Maintenance Contract (C-AMC)** shall be for **Saraswati Dynamics make Electrodynamic Vibration Shaker Systems** installed at the ICAT premises.

The scope of the C-AMC shall cover **operation support, preventive maintenance, corrective/breakdown maintenance, and comprehensive servicing** of the following equipment:

- **Three (3) Nos. Large Electrodynamic Vibration Shakers of 6-Ton capacity, and**
- **Two (2) Nos. Medium Electrodynamic Vibration Shakers of 3.2-Ton capacity,**

including all associated sub-systems, assemblies, accessories, controllers, power amplifiers, cooling systems, fixtures, slip tables, head expanders, cabling, and software/firmware necessary for safe, reliable, and continuous operation of the systems.

The contract shall be on a **fully comprehensive basis**, covering supply of all spare parts, consumables (excluding utilities), manpower, tools, and test equipment required to maintain the above systems in satisfactory working condition throughout the contract period.

General Description of 6T Shaker.

- **Model:** SEV 440
- **Power Amplifier:** DSA 85K

General Description of 3T Shaker.

- **Model:** SEV 360
- **Power Amplifier:** DSA 40K

2. **General Purpose of the Equipment:** The Electrodynamic Vibration Shaker System is intended for the generation of controlled mechanical vibrations, including sinusoidal, random, and shock profiles, for the purpose of conducting environmental and structural testing of products and components. The equipment is utilized to evaluate durability, reliability, structural integrity, and functional performance of test articles by simulating vibration stresses encountered during transportation, handling, and operational service conditions. Such testing is essential for identifying latent defects, validating design robustness, verifying compliance with applicable standards, and ensuring overall product quality. The electrodynamic shaker systems are extensively employed in aerospace, automotive, electronics, and defence applications, as well as in other industries requiring high reliability testing under simulated real-world conditions.
3. **Equipment-wise Items Covered under Comprehensive Annual Maintenance Contract (CAMC):** The Comprehensive Annual Maintenance Contract (CAMC) shall cover complete maintenance,

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servicing, repair, and upkeep of the Saraswati Dynamics make Electrodynamic Vibration Shaker Systems. The equipment-wise coverage under CAMC shall include

Equipment - I: 6 Ton Large ED Shaker (AEEL)		
SI No.	Description	Quantity
1.	Electrodynamic Vibration Shaker (SEV 440)	1 Nos.
2.	Power Amplifier (DSA 85K)	1 Nos.
3.	Horizontal Slip Table (HST 0808)	1 Nos.
4.	Guided Head Expander (VLS 0808)	1 Nos.
5.	8 Channel Vibration Controller (Crystal) a) S/w for 'Sine Operation b) S/w for 'Random Operation c) S/w for 'Classical Shock' Operation d) S/w for 'Sine-on-Random' Operation e) S/w for 'Random-on-Random' Operation f) S/w for 'Road Profile Simulator' Operation g) S/w for 'SRS' Operation	1 Nos.

Equipment - II: 6 Ton Large ED Shaker (FTL)		
SI No.	Description	Quantity
1.	Electrodynamic Vibration Shaker (SEV 440)	1 Nos.
2.	Power Amplifier (DSA 85K)	1 Nos.
3.	Horizontal Slip Table (HST 1212)	1 Nos.
4.	Guided Head Expander (GHE 1212)	1 Nos.
5.	8 Channel Vibration Controller (Crystal) a) S/w for 'Sine Operation b) S/w for 'Random Operation c) S/w for 'Classical Shock' Operation d) S/w for 'Sine-on-Random' Operation e) S/w for 'Random-on-Random' Operation f) S/w for 'Road Profile Simulator' Operation g) S/w for 'SRS' Operation	1 Nos.

Equipment - III: 6 Ton Large ED Shaker (CCL)		
SI No.	Description	Quantity
1.	Electrodynamic Vibration Shaker (SEV 440)	1 Nos.
2.	Power Amplifier (DSA 85K)	1 Nos.
3.	Horizontal Slip Table (HST 1212)	1 Nos.
4.	Guided Head Expander (VLS 1212)	1 Nos.
5.	8 Channel Vibration Controller (Crystal) a) S/w for 'Sine Operation b) S/w for 'Random Operation c) S/w for 'Classical Shock' Operation d) S/w for 'Sine-on-Random' Operation e) S/w for 'Random-on-Random' Operation f) S/w for 'Road Profile Simulator' Operation g) S/w for 'SRS' Operation	1 Nos.

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Equipment - IV: 3.2 Ton Medium ED Shaker (FTL)		
SI No.	Description	Quantity
1.	Electrodynamic Vibration Shaker (SEV 360)	1 Nos.
2.	Power Amplifier (DSA 40K)	1 Nos.
3.	Horizontal Slip Table (HST 1212)	1 Nos.
4.	Head Expander (HE 1212)	1 Nos.

Equipment - V: 3.2 Ton Medium ED Shaker (FTL)		
SI No.	Description	Quantity
1.	Electrodynamic Vibration Shaker (SEV 360)	1 Nos.
2.	Power Amplifier (DSA 40K)	1 Nos.
3.	Horizontal Slip Table (HST 0808)	1 Nos.
4.	Head Expander (HE 0808)	1 Nos.

4. Scope of Work

4.1 **General:** This tender is invited for awarding a **Comprehensive Annual Maintenance Contract (C-AMC)** for the following equipment of **Saraswati Dynamics (SDYN)** make, installed and operational at **ICAT Centre - 1**

- Three (3) Nos. Large Electrodynamic (ED) Shakers of 6-Ton capacity, and
- Two (2) Nos. Medium Electrodynamic (ED) Shakers of 3.2-Ton capacity.

The C-AMC shall be on a **fully comprehensive basis**, covering preventive maintenance, corrective/breakdown maintenance, supply and replacement of spare parts, consumables (excluding utilities), and all services required to ensure reliable and continuous operation of the systems during the contract period.

4.2 Breakdown Maintenance

- The Service Provider shall provide unlimited breakdown maintenance visits during the contract period.
- All faults, failures, or malfunctions reported by the ICAT shall be attended to promptly and rectified to ensure minimum system downtime.
- Breakdown maintenance shall include fault diagnosis, repair, replacement of defective components, re-alignment, testing, and restoration of the system to full operational condition.

4.3 **Preventive Maintenance (PM):** A total of **four (4) Preventive Maintenance (PM) visits per year** shall be carried out at mutually agreed intervals. Each PM visit shall include, but not be limited to, the following activities:

4.3.1 Electrodynamic Shaker System

- Removal of top and bottom covers of the shaker; inspection of all internal components for wear, damage, or contamination; and repair/replacement of defective parts, as required.
- Alignment and inspection of Armature Coil Assembly, Rolling Struts, Internal Load Support (ILS), and Displacement Limit Switches to ensure smooth and trouble-free operation.
- Inspection and functional verification of Automatic Load Compensation Unit, air pressure regulators, Non-Return Valves (NRVs), pressure gauges, and other pneumatic accessories.
- Inspection and verification of Body Isolation Assembly.

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- Inspection and tightening/checking of all electrical, signal, and mechanical interconnection cables, connectors, and hardware.
- Verification of all protection systems and interlocks, including Displacement Limits, Over-Temperature Protection, and Shaker Cooling Interlocks.
- Measurement and recording of cold resistance values of Field Coils, Armature Coil, and cooling system circuits.

4.3.2 Blower System

- Inspection and checking of all electrical and mechanical interconnections associated with the blower.
- Verification of correct direction of blower rotation.
- Inspection of blower motor, impeller, and motor starter for any damage, abnormal noise, or performance issues.

4.3.3 Digital Switching Power Amplifier

- Measurement and verification of cold resistance of power modules, power devices, field supply, DC supply, and associated control circuitry.
- Setting and verification of power amplifier controls and protection/interlock functions, including:
 - Over-current protection
 - Under-voltage and over-voltage protection
 - Over-temperature protection
 - Field failure protection
 - Module disable/failure indications
- Verification of logic unit keys and control logic functionality.
- Measurement and verification of:
 - High DC voltage for field coils
 - High DC voltage for power modules
 - Other low-power and high-power supply voltages
 - Online signal waveforms and control logic signals

4.3.4 Digital Vibration Controller

- Verification of the functioning of all input and output channels of the vibration controller in local loop mode.
- Verification of proper functioning of the vibration control software package(s) in local loop.
- Inspection for any physical damage and functional verification of accelerometers, sensor cables, BNC-to-BNC cables, USB cables, and associated accessories.

4.4 Reporting and Documentation

- After each PM and breakdown visit, the Service Provider shall submit a detailed service report, including observations, actions taken, parts replaced, test results, and system status.
- All reports shall be duly signed by the authorized representative of the ICAT.

4.5 Calibration

- Annual calibration of the Electrodynamic Shaker System shall be carried out once during the contract period as part of the scheduled maintenance visit, using calibrated instruments traceable to NABL-accredited laboratories.
- Calibration of accelerometers four (4) supplied along with the system shall be carried out once annually at the Service Provider's premises.

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- Calibration shall be performed in accordance with applicable national/international standards, and valid calibration certificates traceable to NABL-accredited laboratories shall be submitted to the ICAT for record and audit purposes.
 - No additional charges shall be payable for calibration of the shaker system other than those explicitly mentioned above.
- 4.6 **Exclusions:** Notwithstanding anything contained elsewhere in the tender or contract, the following items and services shall be expressly excluded from the scope of the Comprehensive Annual Maintenance Contract (C-AMC)
- 4.6.1 **Accelerometers and Accelerometer Cables:** Supply, repair, or replacement of accelerometers and associated accelerometer cables shall not be covered under the C-AMC. *However, annual calibration of the accelerometers, as specified elsewhere in the tender, shall be covered under the AMC.*
- 4.6.2 **Blower Hose Pipes:** Hose pipes used for the blower system shall not be covered under the C-AMC in cases of damage arising from mishandling, improper use, bending, stepping, abrasion, or external physical damage. *However, hose pipes found defective due to manufacturing defects, such as cracks or material failure not attributable to misuse, shall be covered under the C-AMC.*
- 4.6.3 **PCs and Commercial Off-The-Shelf (COTS) Peripherals:** As personal computers and their peripherals are standard bought-out items, any breakdown or malfunction related to the following shall be excluded from the scope of the C-AMC
- Operating system and software unrelated to shaker operation
 - Monitor, keyboard, mouse, printer, UPS
 - Associated power and interface cables
- 4.6.4 **Obsolete Spandon Vibration Controllers:** The existing Spandon make Vibration Controllers (3200 kgf capacity – Two (2) Nos.) are based on obsolete technology. Accordingly, the Service Provider shall not be responsible for maintenance, repair, or replacement of the said controllers and their peripherals during the contract period.
The Service Provider's liability under this C-AMC shall be strictly limited to maintaining the following equipment **in the same operational condition as existing at the commencement of the C-AMC:**
- Electrodynamic Shakers
 - Power Amplifiers
 - Cooling Blowers
 - Head Expanders
- 4.6.5 **Handling and Dismantling Support by ICAT:** ICAT shall facilitate handling, dismantling, re-assembly, and necessary logistical support, wherever required, to enable the Service Provider to attend to any major fault or maintenance activity. Any activity beyond the scope of normal maintenance requiring ICAT support shall be coordinated mutually.
- 4.6.6 **Electrical and Utility Support by ICAT:** ICAT shall provide electrical service points, power supply, and other necessary utilities, as required, for testing, calibration, and maintenance activities during service engineer visit(s).
- 4.6.7 **Armature Structure Damage:** Any structural damage to the armature, including mechanical deformation, cracks, or damage arising due to misuse, overload, or external impact, shall not be covered under the C-AMC. *However, rewinding of the armature coil, where required due to electrical failure or normal wear and tear, shall be covered under the C-AMC.*
- 4.6.8 **Force Majeure and Human Error:** Damage to the system arising due to natural calamities such as earthquakes, floods, lightning, fire, explosion, or due to human errors including mishandling, improper operation, unauthorized use, or operation beyond specified limits, shall not be covered under the C-AMC.

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5. **Site Visit:** All prospective bidders are required to undertake a site visit to ICAT Centre – 1, Manesar, Haryana, prior to submitting their bids for the Comprehensive Annual Maintenance Contract (CAMC) of Saraswati Dynamics Make Electrodynamic Vibration Shakers. The purpose of the site visit is to enable bidders to physically inspect the installed equipment, assess site conditions, understand the technical, operational, and logistical requirements, evaluate the scope of maintenance activities, and clarify any related technical or operational issues. Bidders shall coordinate and schedule their site visits in advance with the designated ICAT representative as per the contact details provided in the tender. Site visits will be permitted only on working days during ICAT's official office hours and must be completed at least five (5) working days prior to the bid submission deadline. All costs and expenses incurred in connection with the site visit, including travel, lodging, and other incidental expenses, shall be borne solely by the bidder. ICAT shall not be responsible for arranging, reimbursing, or facilitating any such expenses. Failure to undertake the site visit may result in disqualification of the bid.
6. **AMC Period:** The Comprehensive Annual Maintenance Contract (CAMC) shall commence from the date of issuance of the Work Order/Letter of Award (LOA) or from the date of successful completion of initial inspection and handover of the equipment, whichever is later, and shall remain in force for *twelve (12) months*. The contract may be extended on a yearly basis for a maximum of *two (2) additional years*, subject to mutual written agreement and satisfactory performance of the *Service Provider, on the same terms, conditions, and rates as the original contract*. ICAT reserves the absolute right to accept or decline any extension without assigning any reason or liability.
7. **Travel, Boarding, and Lodging:** The Service Provider shall be solely responsible for all costs, arrangements, and logistics relating to travel, transportation, boarding, lodging, and daily allowances of its personnel deployed for execution of maintenance activities under this Comprehensive Annual Maintenance Contract (CAMC). This includes, but is not limited to, expenses incurred for preventive maintenance visits, breakdown service, inspections, calibration, or any other service-related activities. Under no circumstances shall ICAT be liable to reimburse, facilitate, or bear any such costs, and the Service Provider shall have no claim against ICAT in this regard. The Service Provider shall ensure that all personnel deployed at the ICAT site comply with ICAT's site access, security, and safety regulations during their stay.
8. **Liquidated Damages/Penalty Clause:** To ensure timely and efficient performance of maintenance services under the Comprehensive Annual Maintenance Contract (CAMC) and to safeguard ICAT's interests in the event of delays, negligence, or non-performance by the Service Provider, the following provisions shall apply
 - 8.1 **Delay in Attending Breakdown Calls:** If the Service Provider fails to attend to any reported breakdown within seventy-two (72) hours of formal intimation (by email, phone, or written communication), a penalty of **₹500 per day** or part thereof shall be levied for each day of delay beyond the stipulated response time.
 - 8.2 **Maximum Penalty Cap:** The total cumulative penalty under this clause shall not exceed **10%** of the total CAMC contract value. Once this limit is reached, ICAT reserves the right to terminate the contract and/or invoke the Performance Security, without prejudice to any other rights or

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remedies available under law or this contract.

- 8.3 **Exceptions to Liability:** No penalty shall apply for delays arising from Force Majeure events, including but not limited to natural disasters, acts of God, government actions, or circumstances beyond the reasonable control of the Service Provider. The Service Provider shall also not be liable for delays caused directly by ICAT, including restricted access to the site, or failure to provide spares, consumables, or materials necessary for service.
- 8.4 **Recovery of Penalty:** ICAT shall be entitled to recover any penalty amounts by deducting such sums from payments due or becoming due to the Service Provider under this CAMC, including quarterly or half-yearly payments. In case such payments are insufficient or unavailable, ICAT may recover the penalty from the Performance Security Deposit. Such recovery shall be without prejudice to ICAT's right to pursue any other remedies under this contract or applicable law.

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

Contact Person: Mr. Vidyasagar Tripathi - PE C1 Department

Contact No.: +91-9587484362 (Mobile)

Email ID: vidyasagar@icat.in

C-AMC of Electrodynamic Vibration Shakers at ICAT

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Chapter – 2

Eligibility & Evaluation Criteria

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

Eligibility Criteria for the Bidders:

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

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

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

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

2. **Eligibility of Bidders – OEM or Authorized Channel Partner:** The bidder shall be either the *Original Equipment Manufacturer (OEM) i.e., Saraswati Dynamics Private Limited, or an authorized channel partner duly appointed by the OEM.* In the event the bidder is not the OEM, the bidder must furnish a valid, verifiable, and current authorization letter or certificate from Saraswati Dynamics Private Limited, explicitly authorizing the bidder to Participate in this tender and Execute the Comprehensive Annual Maintenance Contract (CAMC) and fulfil all obligations specified under the scope of work.

Failure to provide the required authorization, or submission of an **invalid, expired, or non-verifiable authorization**, shall render the bid **non-responsive**, and such bid shall be **liable for rejection and disqualification** at the sole discretion of ICAT, without any obligation to issue further notice or justification.

3. **Financial Capability:** The bidders should have an average annual turnover of **INR 30 Lakhs** in the **last three consecutive financial years (FY 2022-23, 2023-24, and 2024-25)**. The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Supporting documents must include one of the following:

- Attested certificate(s) from the concerned client/department, OR
- Audited balance sheets duly certified by a Chartered Accountant, OR

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- Turnover certificate from a Chartered Accountant supported by audited balance sheets *(As Per Form XII)*.

The documents must include:

- Contact details of the Chartered Accountant/Statutory Auditor, and
- The UDIN (Unique Document Identification Number) on the certificate or audited financial statement.

- 4. Technical Experience and Qualification Requirements:** The bidder shall possess demonstrable prior experience in executing Annual Maintenance Contracts (AMC) or equivalent maintenance services for Electrodynamical (ED) Vibration Shakers or comparable automotive testing equipment. Such experience shall include, but not be limited to, the supply of equipment and spares, installation, testing and commissioning, routine preventive maintenance, and breakdown repair or reconditioning services. The bidder shall have successfully completed at least *two (2) separate AMC contracts or equivalent projects* for distinct clients *within five (5) years immediately preceding the bid submission date*.

The bidder is required to furnish valid and verifiable documentary evidence in support of the above experience, in the form of Purchase Orders, Work Orders, or Contract Agreements issued by the respective clients. These documents must clearly specify the nature and scope of work, client details, and the period of contract execution. Failure to provide such documentary evidence shall render the bid technically non-responsive, and ICAT reserves the right to reject such bids at its sole discretion without further notice or correspondence.

Definition – Similar Nature of Work: For the purposes of this tender, “Similar Nature of Work” shall mean the execution of Annual Maintenance Contracts (AMC), comprehensive maintenance, repair, or reconditioning services for electrodynamic vibration shakers, or comparable automotive or industrial testing equipment that involves installation, testing and commissioning, routine preventive maintenance, breakdown repairs, and supply of associated spares. Work carried out under service contracts for equipment with equivalent operational functions, capacity, or technical complexity shall also be considered as work of similar nature, provided that the scope and responsibilities are comparable to those specified in this CAMC.

- 5. Submission of ATC (Additional Terms & Conditions) Document:** Bidders shall mandatorily submit the duly filled, signed, and complete ATC (Additional Terms & Conditions) document, along with all annexures, declarations, and forms enclosed therein, as part of their bid. Failure to submit a properly completed ATC document shall render the bid non-responsive and subject to outright rejection.
- 6. Submission of Comprehensive Proposal:** It is a mandatory requirement that all bidders submit a comprehensive and complete proposal covering the entire scope of work and all items as detailed in the tender documents. Any bid found to be incomplete in any respect, including but not limited to omission of pricing, scope, or technical details for any item, component, or activity specified in the tender shall be treated as non-compliant and will be rejected without further evaluation. Bidders must ensure that their proposals contain valid and complete offers against each, and every requirement listed in the tender schedule.
- 7. India-Based Operations:** Only bidders having an established base of operations in India are eligible to participate in this tender. The bidder must be a legal entity registered and operating within India and shall be capable of providing all necessary services, support, and statutory compliances from within the country.

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8. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India. A declaration must be submitted to this effect with the tender document (**Refer Form III**).
9. Bidder must comply with the provisions of:
 - Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time. [https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf](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 04.06.2020 and as revised from time to time. (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

C-AMC of Electrodynamic Vibration Shakers at ICAT

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Chapter – 3

Bid Rejection Criteria

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

- 1. Financial Turnover Below Threshold:** Bidders must have an average annual turnover of not less than **INR 30 Lakhs** during the three most recent **financial years (FY 2022–23, 2023–24, and 2024–25)**. Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.
- 2. Non-Submission of Statutory Registrations:** Bidders failing to submit valid copies of their GST registration certificate and Permanent Account Number (PAN) shall be deemed non-compliant.
- 3. Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
- 4. Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
- 5. Unsatisfactory Client References:** ICAT reserves the right to verify the credentials, experience, and references submitted by bidders in connection with this tender and may, at its discretion, solicit feedback from clients or relevant authorities regarding the bidder's performance, reliability, and service standards under the contracts submitted as references. If any reference is found to be unsatisfactory, ICAT shall have the sole discretion to declare the bid non-responsive and disqualify the bidder. ICAT may also consider internal references or prior experience obtained from NAB or its associated centers for the purpose of evaluating the bidder's performance, and such references shall constitute valid grounds for disqualification, irrespective of whether they were formally submitted with the bid. The decision of ICAT regarding the evaluation of references and the determination of bid responsiveness shall be final, conclusive, and binding on all bidders and shall not be subject to challenge, appeal, or review.
- 6. Segregated Bidding Process and Rejection of Non-Compliant Submissions:** Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.
- 7. Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:** Failure to satisfy any single condition under the "Pre-qualification / Minimum Eligibility Criteria" section shall result in the immediate disqualification of the bid from the tender process.

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8. **IP Address Duplication on GeM Portal:** The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.
9. **OEM Participation and Channel Partner Authorization:** A manufacturer (OEM) may authorize only one channel partner to participate in this tender, in accordance with the declaration submitted under **“Form IV - Declaration in Respect of Conflict of Interest”**. If both the OEM and its authorized channel partner submit bids under this tender, the bid submitted by the OEM shall be accorded precedence and taken forward for further evaluation. Consequently, the bid submitted by the authorized channel partner shall be summarily rejected and shall not be considered for further evaluation.
10. **Bid Rejection Criteria – Bid Rigging and Conflict of Interest:** The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:
- **Bid Rigging:** The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.
 - **Conflict of Interest: A Conflict of Interest exists or is reasonably deemed to exist if**
 - The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.
 - The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.
 - The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.
11. **Declaration of Integrity:** All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.
12. **Purchaser’s Rights:** The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.

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Chapter - 4

General Terms & Conditions

1. **Scope of Work:** Comprehensive Annual Maintenance Contract for Saraswati Dynamics Make Electrodynamic Vibration Shakers *(As Per Scope of Work Given in Chapter - 1)* at ICAT Centre - 1, Manesar (Haryana).
2. **Site Visit:** All prospective bidders are required to undertake a site visit to ICAT Centre - 1, Manesar, Haryana, prior to submitting their bids for the Comprehensive Annual Maintenance Contract (CAMC) of Saraswati Dynamics Make Electrodynamic Vibration Shakers. The purpose of the site visit is to enable bidders to physically inspect the installed equipment, assess site conditions, understand the technical, operational, and logistical requirements, evaluate the scope of maintenance activities, and clarify any related technical or operational issues. Bidders shall coordinate and schedule their site visits in advance with the designated ICAT representative as per the contact details provided in the tender. Site visits will be permitted only on working days during ICAT's official office hours and must be completed at least five (5) working days prior to the bid submission deadline. All costs and expenses incurred in connection with the site visit, including travel, lodging, and other incidental expenses, shall be borne solely by the bidder. ICAT shall not be responsible for arranging, reimbursing, or facilitating any such expenses. Failure to undertake the site visit may result in disqualification of the bid.
3. **AMC Period:** The Comprehensive Annual Maintenance Contract (CAMC) shall commence from the date of issuance of the Work Order/Letter of Award (LOA) or from the date of successful completion of initial inspection and handover of the equipment, whichever is later, and shall remain in force for twelve (12) months. The contract may be extended on a yearly basis for a maximum of two (2) additional years, subject to mutual written agreement and satisfactory performance of the Service Provider, on the same terms, conditions, and rates as the original contract. ICAT reserves the absolute right to accept or decline any extension without assigning any reason or liability.
4. **Travel, Boarding, and Lodging:** The Service Provider shall be solely responsible for all costs, arrangements, and logistics relating to travel, transportation, boarding, lodging, and daily allowances of its personnel deployed for execution of maintenance activities under this Comprehensive Annual Maintenance Contract (CAMC). This includes, but is not limited to, expenses incurred for preventive maintenance visits, breakdown service, inspections, calibration, or any other service-related activities. Under no circumstances shall ICAT be liable to reimburse, facilitate, or bear any such costs, and the Service Provider shall have no claim against ICAT in this regard. The Service Provider shall ensure that all personnel deployed at the ICAT site comply with ICAT's site access, security, and safety regulations during their stay.
5. **Liquidated Damages/Penalty Clause:** To ensure timely and efficient performance of maintenance services under the Comprehensive Annual Maintenance Contract (CAMC) and to safeguard ICAT's interests in the event of delays, negligence, or non-performance by the Service Provider, the following provisions shall apply

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- 5.1 Delay in Attending Breakdown Calls:** If the Service Provider fails to attend to any reported breakdown within seventy-two (72) hours of formal intimation (by email, phone, or written communication), a penalty of ₹500 per day or part thereof shall be levied for each day of delay beyond the stipulated response time.
- 5.2 Maximum Penalty Cap:** The total cumulative penalty under this clause shall not exceed **10%** of the total CAMC contract value. Once this limit is reached, ICAT reserves the right to terminate the contract and/or invoke the Performance Security, without prejudice to any other rights or remedies available under law or this contract.
- 5.3 Exceptions to Liability:** No penalty shall apply for delays arising from Force Majeure events, including but not limited to natural disasters, acts of God, government actions, or circumstances beyond the reasonable control of the Service Provider. The Service Provider shall also not be liable for delays caused directly by ICAT, including restricted access to the site, or failure to provide spares, consumables, or materials necessary for service.
- 5.4 Recovery of Penalty:** ICAT shall be entitled to recover any penalty amounts by deducting such sums from payments due or becoming due to the Service Provider under this CAMC, including quarterly or half-yearly payments. In case such payments are insufficient or unavailable, ICAT may recover the penalty from the Performance Security Deposit. Such recovery shall be without prejudice to ICAT's right to pursue any other remedies under this contract or applicable law.

6. Payment Terms:

- Payment under this Comprehensive Annual Maintenance Contract (CAMC) shall be made on a half-yearly basis, i.e., in two instalments per contract year, upon successful completion of the respective maintenance services.
- The Service Provider shall submit a detailed and valid invoice for each half-year period, duly certified for services rendered.
- ICAT shall process the undisputed invoice and release payment within thirty (30) calendar days from the date of receipt.
- All payments shall be subject to statutory deductions, applicable taxes, and any other deductions as per prevailing laws and regulations.
- Payment shall be affected through electronic transfer to the account designated by the Service Provider or by any other mutually agreed method.
- Any delay in payment beyond the stipulated period shall not absolve or relieve the Service Provider from performing its contractual obligations under the CAMC.

7. Performance Security / Guarantee: The successful bidder shall furnish a Performance Security in the form of a Bank Guarantee issued by a Scheduled Bank or a Demand Draft/Pay Order from a Nationalized/Scheduled Bank in favour of the ICAT, equivalent to **5% of the total AMC contract value**. This Performance Security shall be submitted within **15 (fifteen) calendar days** from the date of issuance of the Work Order/Letter of Award (LOA).

- **Validity Period:** The Performance Security shall remain valid for a period covering the entire AMC duration, including any agreed extension period, plus an additional **30 (thirty) days** thereafter to cover any liabilities or claims arising out of the contract.
- **Purpose:** The Performance Security shall serve as a guarantee for the faithful performance of the Service Provider's obligations under the AMC and shall be liable to be forfeited in case of any breach, default, non-performance, or non-compliance with the terms and conditions of the contract.

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- **Refund of Performance Security:** The Performance Security shall be returned to the Service Provider without interest within **30 (thirty) days** after successful completion of the AMC period and after the Service Provider has discharged all contractual obligations and liabilities to the satisfaction of the ICAT.
 - **Invocation:** The ICAT reserves the right to invoke the Performance Security, wholly or partially, in the event of Service Provider's failure to perform any part of the contract or in case of damages/losses suffered by the ICAT due to the Service Provider's non-performance or negligence.
8. **Retention in Lieu of Non-Submission of Performance Bank Guarantee:** Should the successful bidder fail to furnish the required Performance Bank Guarantee (PBG) within the prescribed timeframe, ICAT reserves the right to withhold an amount equal to **five percent (5%)** of the total contract value from the bidder's invoice. Such withheld amount shall be retained by ICAT as a security in lieu of the PBG, without any accrual of interest. The retention amount shall be released to the bidder solely upon the successful completion of the **CAMC period i.e., 12 Months** and upon the full and satisfactory fulfilment of all contractual obligations, including the resolution of any outstanding issues.
9. **Indemnity:** The Successful Bidder/Service Provider shall defend, indemnify and hold harmless ICAT, its officers, employees and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, suits, proceedings, judgments, liens, awards, damages, losses, costs and expenses, including costs of litigation and legal fees, to the extent such claims arise out of or are attributable to
- Any infringement or alleged infringement of Intellectual Property Rights, including patents, copyrights, trademarks or designs.
 - Any wrongful use or unauthorized disclosure of trade secrets or confidential information; or
 - Any act, omission or negligence on the part of the Successful Bidder/Vendor or its personnel, in connection with the performance of the Contract or the supply, installation, use or operation of the goods and/or services provided thereunder.
10. **ICAT's Rights**
- **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the Equipment and all related components at any stage during manufacturing, pre-delivery, installation, commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual terms, and applicable standards.
 - **Right to Reject:** ICAT shall have the right to reject any equipment, parts, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual obligations without prejudice to its rights under the contract. Rejected goods or services shall be replaced or rectified by the Successful Bidder at no additional cost to ICAT within the stipulated time frame.
 - **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment or services at any point during the contract period to ensure alignment with its operational requirements and safety standards.

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- **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, and certifications related to the Equipment and all related components supplied under this contract.
 - **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
 - **Right to Final Acceptance:** The final acceptance of the Equipment and all related components shall rest solely with ICAT and shall be contingent upon satisfactory fulfillment of all technical, operational, and contractual requirements as determined by ICAT's authorized representatives.
 - **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason thereof and without incurring any liability whatsoever to any bidder or party.
11. **Price Quotation and Correction:** All prices must be quoted in Indian Rupees (INR) and shall be entered in numerical figures only. In the event of any arithmetic discrepancy between the unit price and the total price derived from the multiplication of unit price by quantity, the unit price shall be deemed correct, and the total price shall be corrected accordingly. If the bidder does not accept the correction of errors, the bid shall be rejected.
12. **Acceptance of Terms:** The bidder is required to sign and stamp all pages of the tender document, including any corrigenda or annexures, as a token of unconditional acceptance of all terms, conditions, and obligations stated therein. Failure to comply with this requirement may result in rejection of the bid on procedural grounds.
13. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
14. **CAMC Site/Billing Address:** International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051 (GST No. 06AABAN9435G2ZI)
15. **Offer Validity:** Offers should be valid for a minimum of **One Hundred Eighty (180) Days** from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
16. **Rejection of Conditional Bids:** Bidders are required to submit their offers strictly in accordance with the terms, conditions, and specifications stipulated in this tender document. Conditional bids or bids containing deviations, assumptions, qualifications, or conditions not expressly permitted in the tender shall be considered non-responsive and are liable to be summarily rejected without any further notice or obligation on the part of the Purchaser. The Purchaser shall not entertain any

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- correspondence or clarification on such rejected bids, and the decision of the Purchaser in this regard shall be final, binding, and non-contestable.
17. **Qualification Criteria:** Only those bids that meet the technical specifications and evaluation criteria as outlined in the tender document shall be considered. Bidders must provide all necessary documentation to demonstrate compliance with these criteria.
18. **Award of Contract:** The contract shall be awarded to the bidder who satisfies the qualification criteria and offers the lowest (L1) price, subject to compliance with all other terms and conditions of the tender.
19. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.
20. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
21. **Termination of Contract:** In the event that the performance of the successful bidder (hereinafter referred to as the "Service Provider") is found to be unsatisfactory, whether in terms of failure to meet the prescribed service standards, non-compliance with contractual obligations, untimely execution of maintenance activities, or substandard quality of work, ICAT shall issue a written notice to the Service Provider, constituting a formal warning. Should the Service Provider fail to rectify the deficiencies or implement corrective measures within fifteen (15) calendar days from the date of the first notice, ICAT may issue a second and final warning. If the Service Provider continues to remain non-compliant or fails to meet the required performance standards even after issuance of the second warning, ICAT reserves the right to terminate the contract or work order, in whole or in part, by providing one (1) month's written notice, without assigning any further reason and without any liability or obligation on the part of ICAT. Upon termination, the contract shall be deemed null and void from the expiry of the notice period, and ICAT shall have the discretion to withhold or forfeit any pending payments due to the Service Provider. The Service Provider shall immediately withdraw all deployed personnel, equipment, and materials from ICAT premises within thirty (30) calendar days from the termination date. Failure to vacate the premises may compel ICAT to take appropriate legal and administrative action. The decision of the Competent Authority of ICAT regarding the performance of the Service Provider and the termination of the contract shall be final, binding, and conclusive, and shall not be subject to dispute, appeal, or review.
22. **Dispute Resolution (Arbitration):** In the event of any dispute or difference arising between the International Centre for Automotive Technology (ICAT) and the Contractor/Supplier in connection with or arising out of this Contract, including any matter relating to the interpretation or performance of its terms, the parties shall endeavour to resolve such disputes amicably through mutual discussion and consultation.

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

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

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

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

23. Fraud and Corruption: The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.

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

24. Collusive Bidding or Bid Rigging or Cartelization: The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behaviour, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids

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independently, without any undue influence or agreement with other participants in the tender process.

25. Integrity Clause

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

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

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

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exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

- 27. Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 28. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.**

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Form “I”

Perfoma for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology having its office at Plot – 26, Sector - 3, IMT, Manesar, Gurugram – 122 051 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051 , has executed a contract on [*Please insert date of execution of Contract*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works (“**Works**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

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

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

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

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powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

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

Date:

Bank

Corporate Seal of the Bank

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

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Form "II"
Bidder Information Checklist (Information/Documents to be submitted along with the Bid)

1	Name of the Bidder	
2	Address of the Bidder	
3	Contact Details of the Bidder	
	Telephone No. With STD Code	
	Fax No.	
	Mobile No.	
	E-mail ID	
	Website, if any	
4	Name of Proprietor/Partners/Directors of Firm/Agency	
5	Bidder Bank Details:	
	Name of Account Holder	
	Complete A/c No. (Current/Savings)	
	Name of Bank	
	Name of the Branch with Complete Address	
	IFSC 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,	

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

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Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

C-AMC of Electrodynamic Vibration Shakers at ICAT

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Form "IV"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PE-C1/CAMC-EDS/2025-26/388

Tender Detail: Comprehensive Annual Maintenance Contract (CAMC) of ED Vibration Shakers Installed in ICAT Centre - 1, Manesar (Haryana).

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

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

Full Name of Legal Representative/ Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	
Email ID	

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<p>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.</p>	
--	--

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

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

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

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

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

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

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the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

C-AMC of Electrodynamic Vibration Shakers at ICAT

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Form “V”

OEM Authorization Certificate

Date:

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

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

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

Subject: OEM Authorization Certificate for Participation in Tender for Comprehensive Annual Maintenance Contract (CAMC) of ED Vibration Shakers Installed in ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/PE-C1/CAMC-EDS/2025-26/388.

Dear Sir/Madam,

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

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

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

We confirm that:

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

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

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

Yours sincerely,

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

Authorized Signatory: _____

Name: [Full Name]

Designation: [Official Title]

Seal & Signature:

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Form "VI"

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

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

C-AMC of Electrodynamic Vibration Shakers at ICAT

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Form "VII"

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your *Tender/ATC Document No. ICAT/GeM/PE-C1/CAMC-EDS/2025-26/388* as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

C-AMC of Electrodynamic Vibration Shakers at ICAT

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Form "VIII"

No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

C-AMC of Electrodynamic Vibration Shakers at ICAT

ATC - Additional Terms & Conditions

Form "IX"

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

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

Sub: Undertaking for non-subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

C-AMC of Electrodynamics Vibration Shakers at ICAT

ATC - Additional Terms & Conditions

Form "X"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India managed by the Bidder during the last five (5) years in the following format (attested copies of the PO's and completion certificates may be closed).

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

ATC - Additional Terms & Conditions

Form "XI"

Declaration by the Bidder for Code of Integrity
(On the Letter Head of the Bidder)

Date _____

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

[Signature of Authorized Signatory]
[Name of Authorized Signatory]
[Designation]
[Company Seal]
[Date]

ATC – Additional Terms & Conditions

Form “XII”

Format for Annual Turnover

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

Ref: Comprehensive Annual Maintenance Contract (CAMC) of ED Vibration Shakers Installed in ICAT Centre – 1, Manesar (Haryana), “ICAT/GeM/PE-C1/CAMC-EDS/2025-26/388”

Annual Turnover Declaration

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

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

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

1. The details submitted by the Bidder in **“Form II”** must be corrected and submitted by the bidder with UDIN. **“Form XII”** submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2023-23, 2023-24 & 2024-25) shall be min. INR 30 Lakhs
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with UDIN No

ATC – Additional Terms & Conditions

Form "XIII"

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

(To be submitted on Applicant's Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in ICAT tender *ATC Document No. ICAT/GeM/PE-C1/CAMC-EDS/2025-26/388*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

ATC - Additional Terms & Conditions

Form "XIV"

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

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

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

Ref: NIT/GeM Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing offered/quoted against aforementioned tender by M/s....., the same is in compliance with Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 4th June' 2020** and the bidder shall strictly abide by all provisions of the subject notification.

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

Thanking You,

Yours Faithfully,

Authorised Signatory

Date.....

Place.....

ATC - Additional Terms & Conditions

Form "XV"

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

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

Subject: Comprehensive Annual Maintenance Contract (CAMC) of ED Vibration Shakers Installed in ICAT Centre - 1, Manesar (Haryana).

Reference: ICAT/GeM/PE-C1/CAMC-EDS/2025-26/388

Dear Sir/Madam,

We, M/s _____ (Name of Bidder), having our registered office at _____, do hereby certify and declare as under:

1. That the prices/rates quoted by us in response to the above-mentioned tender for the Comprehensive Annual Maintenance Contract (CAMC) of ED Vibration Shakers Installed in ICAT Centre - 1, Manesar (Haryana) are **exclusive to the International Centre for Automotive Technology (ICAT)**.
2. That the prices offered are **not higher than those charged** to any other Government Department, Public Sector Undertaking (PSU), Autonomous Body, or reputed private automotive testing agency for similar goods or services, in the **recent past**.
3. That we have extended the **maximum applicable discount** to ICAT and hereby confirm that the price quoted to ICAT is the **lowest** offered by us to any of the institutions or organizations as mentioned above for comparable goods/services.
4. That in the event it is discovered at any stage during the currency of the contract that we have supplied the same or substantially similar goods/services to any other Government/PSU/Autonomous Body/Private Automotive Testing Agency at a **lower price**, we agree and undertake that ICAT shall, at its sole discretion, be entitled to exercise any one or more of the following remedies, without prejudice to its other legal rights or remedies:
 - Demand and recover the differential amount from us by way of refund or adjustment.
 - Cancel the purchase order in full or in part, without any liability on the part of ICAT.
 - Debar/blacklist us from participation in future tenders or procurement processes of ICAT.
 - Initiate appropriate legal proceedings under applicable laws for misrepresentation or breach of declaration.

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

Thanking you,

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____