

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	National Automotive Board
कार्यालय का नाम/Office Name	National Automotive Board Manesar
कुल मात्रा/Total Quantity	3
वस्तु श्रेणी /Item Category	Supply and Installation of Modal Shaker (100N) for Vibration Testing with Amplifier , Supply and installation of Modal Shaker (20N) for Vibration Testing with Amplifier
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Modal Shaker (20N)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Rotary Shaker, Cleaning Duster (V3), Shaker Incubator, Sieve Shaker, Cocktail Shaker, Multi Modal Intra - Operative Nerve Monitoring and Consumables, Gym Shaker, Orbital Shaker (FSSAI), Box Strapping Machine, See Saw Shaker
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Rotary Shaker
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,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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	3
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	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Supply and Installation of Modal Shaker (100N) for Vibration Testing with Amplifier
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	50000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	32

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

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

लाभार्थी / Beneficiary :

International Centre for Automotive Technology
Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050
(Icat)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

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

Price Bid - [1768371371.xlsx](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
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21-01-2026 11:00:00

International Centre for Automotive Technology, Plot No. 26, Sector-3,
HSI IDC, IMT Manesar, Gurugram-122050**Supply And Installation Of Modal Shaker (100N) For Vibration Testing With Amplifier (2 pieces)****(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)****तकनीकी विशिष्टियाँ /Technical Specifications**क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document[Download](#)**उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	3%
Number of days allowed for ICT after site readiness communication to seller	14 Days

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSI IDC, IMT-Manesar, Gurgaon 122050	2	140

Supply And Installation Of Modal Shaker (20N) For Vibration Testing With Amplifier (1 pieces)**(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)****तकनीकी विशिष्टियाँ /Technical Specifications**क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document[Download](#)

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	3%
Number of days allowed for ICT after site readiness communication to seller	14 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	140

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions 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. 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.
16. 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.

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

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

---धन्यवाद/Thank You---

Additional Terms & Conditions (ATC)

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Additional Terms & Conditions (ATC)

Annexure - A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “Supply and Installation of Modal Shaker (100N & 20N) for Vibration Testing with Amplifier (As Per Specification Given in Annexure - A) in NVH Lab at ICAT - 2, Manesar (Haryana)”.

A.1 Scope of Supply Details (Scope of Supply/BOQ):

Product Detail	Quantity	Delivery Location	Delivery Period (Including Installation)
Supply and installation of Modal Shaker (100N) for Vibration Testing with Amplifier at ICAT Centre - 2, Manesar (Haryana)	02 No's	NVH Lab at ICAT Centre - 2	154 days
Supply and installation of Modal Shaker (20N) for Vibration Testing with Amplifier at ICAT Centre - 2, Manesar (Haryana)	01 No's	NVH Lab at ICAT Centre - 2	154 days

A.2 General Purpose of the Equipment: Modal Shaker are utilized for the purpose of structural dynamic testing. Specifically, 100N Modal Shaker, provide high excitation this shaker will enable testing of large structure and full vehicle assemblies, providing sufficient force output.

20N modal shaker, Compact and lightweight this shaker is needed for exciting location that are hard to access or have limited surrounding space like smaller components and confined areas of engine compartment / underbody.

Detailed Technical Specification for Modal Shaker (100N & 20N):

SI. No.	Parameters	20N	100N
1	Output Force (peak) Sine/random	20N or better	100N or better
2	Frequency Range	10Hz - 3000Hz or better	10 Hz - 4000Hz or better
3	Displacement, mm	4mm or better	10mm or better
4	Maximum Acceleration	15g or better	25g or better
5	Amplifier Requirement	1.Should be compatible with shaker. 2. With a BNC input.	
6	Compatibility	Should be compatible with Siemens Data Acquisition Systems	

Interface Compatibility (Mandatory Requirement): It is a mandatory requirement that the offered Model Shaker (100N & 20N) shall be fully compatible and integrable with the existing Siemens LMS Software and Hardware infrastructure available at ICAT. The Bidder shall ensure seamless interfacing without the need for any additional adaptation hardware or software unless explicitly approved by ICAT.

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General Requirements: The following documentation and equipment-specific deliverables shall be submitted as part of the bid and supply

- a. **Vendor and Equipment Identification:** Complete contact details of the authorized representative, including company address, email ID, and telephone number, for each item of equipment supplied.
- b. **Technical Documentation:**
 - A comprehensive **Service Manual** detailing the operation and maintenance procedures for all critical parts of the equipment.
 - One complete set of **Operation Manuals**, including:
 - Illustrated instructions for operation.
 - Detailed parts list with part numbers/codes.
 - Circuit diagrams and specifications of all electrical and mechanical components.
 - List of operational guidelines (do's and don'ts) for both main equipment and subsystems.

These manuals must be supplied both in **hard copy (printed format)** and in **electronic format** (USB flash drive, CD/DVD, etc.), and all documentation shall be in **English language**.

- c. **Protective Devices:** All necessary protection and isolation devices required for safe and optimal operation shall be included within the scope of supply.

Safety Requirements: All parts and accessories must be provided with at least the following safety measures:

- Secure and protective **packaging box** that includes adequate **acoustic insulation material** to prevent damage during transport and storage.

Service and Support Requirements

- a. **Local Service Infrastructure:** The Bidder must have an established **after-sales service setup in India**, preferably in proximity to ICAT (Manesar), equipped with sufficiently trained technical personnel.
- b. **Response Time Commitment:** The Bidder shall commit to a **maximum service response time of 24 hours** from the time of notification by ICAT. The response shall include diagnosis of the issue, implementation of temporary corrective measures if needed, and submission of a detailed action plan to resolve the problem.
- c. **Onsite Repair Obligation:** The successful Bidder shall provide **onsite repair services** for any kind of fault arising in the supplied equipment during the warranty period. This includes provision of all necessary tools, spares, consumables, and manpower at no additional cost to ICAT.
- d. **Direct Service Contact:** The Bidder shall provide **dedicated contact information** (email and phone) for direct access to technical and service support teams for the lifetime of the equipment.

Training and After-Sales Support

- a. **Installation and Commissioning Training:** The shortlisted supplier shall conduct **on-site training** at the time of delivery and installation, to be provided to ICAT personnel (irrespective of number). The training must cover:
 - **Operational training** on the functionality and working principles of Modal Shaker.
 - **Maintenance training** for routine and preventive maintenance tasks.

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- **Minimum duration of training:** One (1) full working day.

b. Technical Support:

- The supplier shall provide technical assistance in the event of any fault, malfunction, or performance degradation of any supplied component.

For any technical queries please feel free to contact the undersigned:

Contact Person: Mr. Ikshit Shrivastava - NVH Department

Contact No.: +91-9911725801 (Mobile)

Email ID: ikshit.shrivastava@icat.in

Contact Person: Mr. Bhupendra Kumar Yadav - NVH Department

Contact No. +91-7877772358 (Mobile)

Mail ID: bhupendra.yadav@icat.in

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Annexure B
Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 50,000/- (Rupees Fifty thousand Only) can be submitted in form of **DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

Firms who are registered with Start-ups/ Micro and Small Enterprises (MSEs) for the tendered item as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 50,000/- through NEFT/RTGS)

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

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

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

Key Note's

- *EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSE/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).*
- *The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.*
- *Cheque/Money Order/Cash shall not be accepted as EMD.*
- *A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.*
- *A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form **"Form V"** will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

EMD should be forfeited in favour of ICAT in case the Bidder: -

- The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity or on submission of false documents/undertaking.
- Without the written consent of ICAT, it has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- After opening of the financial bid, alters the quoted rates/conditions in the Bid.

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- Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
- Does not reply to any queries that may be raised after opening of technical/financial bids.
- If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".

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Annexure C
Eligibility & Technical Evaluation Criteria

Eligibility Criteria: Bidders participating in this procurement process must meet all the eligibility criteria specified herein. **Failure to fulfill any of the stated criteria shall result in outright rejection of the bid**, and such bids will **not be considered for financial evaluation** under any circumstances.

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. **Technical Compliance Submission:** Bidders are required to submit a duly filled, signed, and stamped technical compliance sheet in accordance with the technical specifications provided in the tender document.
3. **India-Based Operations:** The bidder must have its base of operations in India. Only India-based bidders are eligible to participate in this tender.
4. **OEM or Authorized Dealer/Distributor -** The Bidder must be either:
 - The **Original Equipment Manufacturer (OEM)** of the Modal Shaker or
 - An **Authorized Dealer/Distributor**, duly appointed and certified by the OEM, with relevant and demonstrable experience in the supply, installation, and commissioning of such equipment.

The execution of the supply and installation shall be carried out **either directly by the OEM or through their authorized representative**, in full compliance with the technical and commercial requirements stipulated in this tender document.

As part of the Technical Bid, the following documentation is mandatory:

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- a. **If the Bidder is an Authorized Dealer/Distributor:**
 - A valid **Authorization Certificate** issued by the OEM must be submitted.
 - The certificate must conform to the prescribed format enclosed as **Form XIV** in the tender document and shall be duly **signed and stamped by the OEM**.
- b. **If the Bidder is the OEM:** A formal Self-Declaration or Certificate of OEM Status must be provided, confirming the bidder's capacity as the original manufacturer of the Modal Shaker.

Failure to submit the appropriate documentation confirming OEM or authorized representative status shall render the bid non-compliant and liable for rejection.

5. **Experience Requirement:** The Bidder must demonstrate a minimum of one (1) year of experience.
6. **Financial Capability:** The bidders should have an average annual turnover of **INR 15 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
- Turnover certificate from a Chartered Accountant supported by audited balance sheets.

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.

7. **Project Completion Requirement:** The Bidder must have successfully supplied & installed at least two (2) similar projects involving the supply, installation, and commissioning of modal Shaker specifically for NVH (Noise, Vibration, and Harshness) testing applications within the preceding three (3) financial years, reckoned from the date of bid submission.

For the purposes of this tender, a "similar project" shall be defined as any contract executed for a recognized testing facility, automotive R&D institution, OEM, or government-accredited lab involving **"Supply and Installation of Modal Shaker (minimum 50 N) for Vibration Testing**.

The following documentary evidence must be submitted along with the Technical Bid:

- **Work Order / Purchase Order** clearly indicating the scope of supply and installation; and
- **Project Completion Certificate** issued by the client/end-user.
- **A brief project summary** including project title, client name, completion year, and system configuration.

Failure to submit satisfactory evidence of such project completion shall render the bid technically non-responsive and subject to disqualification from further evaluation.

8. **Non-Blacklisting Declaration:** The bidder must not have been blacklisted or debarred by any department or ministry of the Government of India, any State Government, any

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Public Sector Undertaking (PSU), or any reputable private organization in India during the last 3 Years.

A self-declaration to this effect must be submitted along with the bid.

Bidders to Comply with:

9. Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>).
10. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSE, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.

Bid Rejection Criteria:

Bids submitted in response to this tender shall be subject to rejection at any stage of evaluation under any of the following conditions:

1. **Non-Submission of OEM Authorization:** Failure to submit a valid **Authorization Certificate** from the Original Equipment Manufacturer (OEM) in the prescribed format (Form XIV), in cases where the bidder is not the OEM.
2. **Earnest Money Deposit (EMD) and Bid Security Declaration**
 - Non-submission of the **EMD** or **Bid Security Declaration (Form V)**, as applicable.
 - Firms claiming exemption under **MSE/Startup India schemes** must submit a **valid and relevant registration certificate** for the tendered item along with the Technical Bid. Failure to do so will lead to rejection of the bid.
3. **Financial Turnover Criteria**
 - Bidders not meeting the minimum average annual turnover of INR 15 Lakhs over the last three consecutive financial years (FY 2022-23, 2023-24 and 2024-25) shall be disqualified.
 - Bidders must submit audited financial statements or a Certificate from a Chartered Accountant (CA) clearly indicating annual turnover for the specified financial years.

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4. **Statutory Registration Documents:** Failure to submit copies of valid GST registration and Permanent Account Number (PAN) certificates.
5. **Client References:**
 - Bids shall be disqualified if any single client reference submitted by the bidder is found to be unsatisfactory.
 - Internal assessments or feedback from NAB or its affiliated centres may also be considered for reference evaluation, regardless of whether such references were submitted by the bidder.
6. **Deviation from Tender Terms:** Any unjustified deviation, exception, or condition proposed by the bidder that is inconsistent with the terms and conditions of the tender shall render the bid non-responsive and liable for outright rejection.
7. **Incomplete Proposal Submission**
 - Bidders must submit a comprehensive proposal covering all items listed in the tender document.
 - Partial or incomplete bids—including failure to quote for any mandatory item or omission of any required documentation—shall be treated as non-compliant and will be summarily rejected without further consideration.
8. **Non-Conformity to Technical Specifications**
 - ICAT reserves the right to reject any bid that fails to meet essential technical parameters as specified in the tender.
 - Bidders unable to demonstrate equivalence or superiority of their proposed solution compared to the specified technical requirements may be disqualified.
9. **Failure to Meet Minimum Eligibility/Pre-Qualification Criteria:** Bidders not satisfying the Pre-Qualification or Minimum Eligibility Criteria set forth in the tender shall be disqualified.
10. **IP Address Conflicts and Bid Validity**
 - GeM captures and displays IP addresses of both Buyers and Bidders during bid submission.
 - Any bid submitted using the same or shared IP address as another bidder will be treated as invalid and automatically disqualified due to concerns of collusive bidding or conflict of interest.

Bid Evaluation:

- The bidder shall comply with the Pre-qualification/Minimum Eligibility Criteria mentioned in "**Annexure C.**"
- Only bidders who qualified in the Pre-qualification/Minimum eligibility criteria are eligible for technical bid evaluation.

Technical Bid Evaluation Parameters

- 1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **80 Points (80%)** out of **100 Points** however the bidder must score full marks i.e. 50 points out of 50 points. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.
- 1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

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Evaluation parameter	Marks
Technical Specifications/Requirements offered against the requirements spelt out in this tender	50
Bidder's Capability in terms of financial terms to undertake the assignment (minimum average annual turnover 15 Lakhs in the past 3 FY's i.e. 2022-23, 2023-24 & 2024-25) Less than 15 Lakhs- 0 Marks 15 Lakhs To less than 30 Lakhs. - 15 Marks Greater than 30 Lakhs - 20 Marks	20
Bidder's experience (minimum 1 Year experience) Less than One years - 0 Marks One to less than Three years - 5 Marks Greater than Three years- 10 Marks	10
Past projects executed by bidder (minimum 2 Nos) Less than Two - 0 Marks Two to less than Five years - 5 Marks Greater than Five years- 10 Marks	10
Previous Orders executed (minimum 2 orders of similar nature) Less than Two - 0 Marks Two orders to less than Five orders - 5 Marks Greater than Five - 10 Marks	10
Total	100

Note:

1. ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time

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Annexure - D
General Terms & Conditions

1. **Scope of Supply/Work:** Supply and installation of Modal Shaker (100N & 20N) for Vibration Testing with Amplifier (As Per Specification Given in Annexure - A) in NVH Lab at ICAT - 2, Manesar (Haryana).
2. **Site Visit and Familiarization:** Bidders are strongly encouraged to conduct a site visit to the project location to assess the existing conditions, constraints, and scope of work.
 - It shall be the responsibility of the bidder to coordinate and schedule this visit with the designated ICAT representative at least seven (7) calendar days prior to the bid submission deadline.
 - Submission of a bid will be deemed conclusive evidence that the bidder has acquainted themselves with the site conditions and requirements. No claims for additional cost or time extensions on account of site conditions will be entertained post-submission.
3. **Transportation, Packaging, and Handling:** The successful bidder shall bear full responsibility for the safe and secure packing, loading, transportation, unloading, and on-site handling of all equipment and components.
 - All items must be adequately protected using bubble wrap or other suitable materials to avoid damage during transit.
 - Any damage, loss, or deterioration of items during transportation or unloading shall be the sole liability of the bidder, and all such items shall be replaced or rectified by the bidder at no additional cost to ICAT.
4. **Quality of Materials and Prior Approval**
 - All parts of modal Shaker and associated components must be brand new, free from defects, and conform to the highest quality standards applicable to NVH testing equipment.
 - Prior written approval from ICAT's authorized representative is mandatory before delivery of any material to the project site.
5. **Product Integrity and Acceptance**
 - All supplied Modal Shaker (100N & 20N) and accessories shall be delivered in pristine, defect-free condition.
 - Manufacturing defects, material faults, or deviations from specifications will not be accepted.
 - On-site repair of Parts of Modal Shaker is not permitted under any circumstances. Faulty products must be replaced.
6. **Product Availability and Product Restrictions**
 - Products quoted must not be classified as "end-of-life" (EOL) or "end-of-sale" (EOS) at the time of bid submission.
 - Should the quoted products become unavailable before delivery, the bidder shall provide an equal or superior substitute, subject to ICAT's prior approval, at no additional cost.

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7. Compliance with Specifications

- Bidders must submit products strictly in accordance with the specifications outlined in the tender.
- The technical bid must include:
 - Detailed product datasheets.
 - Brand and model details.
 - A Statement of Compliance against each specification point, signed and stamped by the authorized signatory.
- Any deviation without explicit approval will result in rejection of the bid.

8. Evaluation and Technical Compliance

- Only those products and specifications listed in the tender will be considered for evaluation.
- Alternative products will not be accepted, and such bids shall be treated as non-compliant.
- Each page of the technical submission, including amendments or corrections, must be signed and sealed by the authorized signatory.

9. Warranty and Guarantee

- Minimum warranty period of **24 months** from the date of successful handover shall be provided, covering all components and workmanship.
- During this period, the bidder shall be responsible for the repair or replacement of any defective or malfunctioning equipment at no cost to ICAT.
- Warranty Certificate must be issued, clearly stating the coverage, terms, and duration.
- The bidder must address any warranty claim response within 24 hrs and resolve issue in 15 days of notification by ICAT.
- Failure to meet warranty obligations may lead to penalties, termination of contract, and/or legal action.

10. Delivery Timeline

- The entire scope of supply must be completed within **154 calendar days** from the date of issuance of the GeM Contract.
- Delays beyond the stipulated period, unless approved in writing by ICAT, shall attract penalties as detailed under the Liquidated Damages Clause.

11. Liquidated Damages

- In case of delay in completion of delivery and installation, Liquidated Damages (LD) will be levied at the rate of 0.5% of the total contract value per week, subject to a maximum of 10% of the total contract value.
- These damages will be deducted from the final payment due to the bidder.
- ICAT reserves the right to seek additional legal remedies for delay-related damages, including contract termination.
- Delays due to force majeure events (natural disasters, strikes, etc.) must be notified in writing within 7 days for consideration of time extension without penalty.

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12. Performance Bank Guarantee (PBG)

- Within 15 days from the date of award of contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to 5% of the total contract value, in the prescribed format.
- The PBG must be issued by any branch at Delhi/NCR of Indian scheduled bank, valid for a period of 24 Months from final acceptance, with an additional **3-Month** claim period.
- ICAT reserves the right to invoke or forfeit the PBG in case of breach of contract terms or unsatisfactory performance.
- The PBG will be released post 2 months after completion of warranty period and issuance of a No Objection Certificate by ICAT.

13. Delivery Terms

- **Timeframe:** Delivery and installation must be completed within **154 days** from the issuance of the GeM Contract.
- **Delivery Location:** International Centre for Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051, Haryana, India.
- **Packaging:** Equipment must be adequately protected with suitable materials (e.g., bubble wrap) to prevent transit damage.
- **Cost Responsibility:** The bidder shall bear all costs related to transportation, delivery, unloading, insurance, and statutory requirements.
- **Inspection:** ICAT reserves the right to inspect delivered items for quality and specification compliance. Any discrepancies shall be rectified by the bidder at no additional cost.
- **Force Majeure:** Delays due to uncontrollable events must be reported immediately. Extensions, if any, shall be granted solely at ICAT's discretion.

14. Billing and Taxation

- **Billing Address:** International Centre for Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051, Haryana (India), GST Number: 06AABAN9435G2ZI
- All invoices must be GST-compliant and aligned with the delivery and acceptance conditions set out in this tender.

15. Payment Terms:

- **Eighty percent (80%)** of the total contract value shall be released to the supplier upon successful delivery of the Modal Shaker (100N & 20N) for NVH Testing, in accordance with the specifications outlined in the Purchase/Work Order, subject to:
 - Submission of a valid **Tax Invoice**,
 - A compliant **E-Way Bill**, and
 - Any other documents as may be required under applicable law or by ICAT for verification purposes.
- **The remaining twenty percent (20%)** shall be released only upon completion of the following milestones to the satisfaction of ICAT:
 - Successful installation, commissioning and final acceptance of the equipment at ICAT Manesar Centre-2.
- **Statutory Deductions:** All applicable statutory deductions, including but not limited to Goods and Services Tax (GST) and Tax Deducted at Source (TDS), shall be deducted at source in accordance with prevailing laws.

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- **Firm Price Clause:** The quoted prices shall remain firm and fixed for the entire duration of the contract. No escalation in price shall be permitted, under any circumstances, including extensions in the project timeline, unless specifically agreed to in writing by ICAT.
 - **Freight and Handling Charges:** All costs related to transportation, loading, unloading, packing, and forwarding shall be borne entirely by the supplier.
 - **Delivery Location and Price Inclusion:** The quoted price shall be deemed to be on a door-delivery basis to ICAT Centre - 2, IMT Manesar, Gurugram - 122051, Haryana, and inclusive of all applicable taxes (including GST), duties, insurance, freight, handling, and incidental charges.
16. **Subcontracting:** The supplier shall not assign or subcontract any part of the contract without the prior written consent of ICAT. Any subcontracting arrangements must be communicated in writing, and such notifications will not relieve the supplier of their responsibilities under the contract.
17. **Offer Validity:** Bids should remain valid for at least 180 days from the date of opening the Technical Bid. Bids with a shorter validity period will be rejected. ICAT reserves the right to request an extension of the validity period, if required.
18. **Pricing and Discrepancies:** Prices must be quoted in INR and in figures only. In case of a discrepancy between the unit price and the total price calculated by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected.
19. **Product Specifications & Compliance:** The bidder must quote products strictly according to the technical specifications outlined in the tender. A detailed technical compliance statement, including brand names, specifications, and supporting documents, must be submitted with the technical bid. Each page of the bid must be signed and stamped by the authorized signatory. Failure to comply with this may result in bid rejection.
20. **Insurance of Materials:** The bidder shall ensure that all materials related to Modal shaker and accessories, are packaged and insured against damage until delivery to ICAT, Manesar. The bidder is fully responsible for safe delivery. Any damaged or defective equipment during transit must be replaced by the bidder at no additional cost to ICAT.
21. **Unsatisfactory Performance:** ICAT reserves the right to assess the performance of the bidder's work and may reject any system or component that does not meet the required standards. If the performance is unsatisfactory, ICAT may reject the system, either partially or fully, and the bidder will be bound by ICAT's decision.
22. **Contract Termination:** If the vendor's performance is unsatisfactory regarding timely delivery or product quality, ICAT will issue a warning letter. If the issues persist after a second warning, ICAT reserves the right to terminate the contract with 30 days' written notice without further explanation. Any amounts due to the vendor will be paid or forfeited as per the contract terms, and the vendor must withdraw their materials from ICAT premises within a month.

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23. **Confidential Information:** Both ICAT and the selected bidder shall maintain the confidentiality of all documents, data, and information related to the contract. This information shall not be disclosed to any third party without prior written consent.
24. Any Dispute/Difference arising out of or relating to this tender: In case any dispute arises between ICAT and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, Director, ICAT with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at Gurugram and shall be in English Language. The court of Gurugram shall have the jurisdiction.

As per the Guidelines of Arbitration & Mediation in Contracts of Domestic Public Procurement issued by The Department of Expenditure Procurement Policy Division under Ministry of Finance, Govt. of India through OM No. F.1/2/2024-PPD dated 03.06.2024, the arbitration shall be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). In all other cases where value of dispute is above 10 crore, arbitration will not be a method of dispute resolution in the contract.

25. **Amendment or Withdrawal of Tender:** ICAT reserves the right to amend or withdraw the tender at any stage without any obligation to notify the bidders. ICAT also reserves the right to disqualify any bidder at any stage, and to reject any or all bids without assigning reasons.
26. **Force Majeure:** Force Majeure refers to any event beyond the control of either ICAT or the bidder that prevents the fulfilment of contractual obligations. Such events include natural disasters, government actions, wars, strikes, or epidemics. In case of Force Majeure, the affected party shall notify the other party within 10 days and will not be held liable for delays resulting from such causes.
27. **Submission of Modifications or Improvements to Conditions of Contract:** Bidders are permitted to propose and justify any modifications or improvements to the Conditions of Contract that, in their opinion, would serve the best interest of the International Centre for Automotive Technology (ICAT). Such proposals must be clear, concise, and directly relevant to the tender scope.
- If bidder does not propose any modifications or improvements to the Conditions of Contract, the bidder shall explicitly declare this by stating “**No Deviation Suggested**” in the prescribed “**Deviations or Modifications Suggested Form - X(B)**”. Failure to submit this declaration may be construed as non-compliance with the tender submission requirements.
- All proposed modifications or improvements must be submitted no later than seventy-two (72) hours prior to the official bid submission deadline. Any submissions received after this period shall be summarily disregarded.
- ICAT reserves the exclusive and unconditional right to accept or reject, wholly or partially, any such proposed modifications or improvements at its sole discretion. If any proposals are accepted, ICAT will issue a corrigendum detailing the approved changes.

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Consequently, the bid submission deadline may be extended to allow all prospective bidders sufficient time to consider the issued corrigendum and revise their submissions accordingly.

Failure to submit any proposed changes within the stipulated timeframe shall be deemed unconditional acceptance of all terms and conditions stated in the original tender document.

No modifications, deviations, or conditional submissions will be accepted after the bid submission deadline. Any such conditional or non-compliant bids shall be rejected outright without further correspondence or clarification.

28. Training Requirements: The successful bidder shall be responsible for conducting comprehensive on-site training for ICAT personnel at the time of delivery, installation, and commissioning of the Modal Shaker (100N & 20N). The training shall be conducted at ICAT Centre - 2, IMT Manesar, Gurugram, or at such other location as designated by ICAT.

- **Training Scope:** The training program must be practical, structured, and delivered by qualified technical personnel from the bidder's organization or OEM. It shall include, but not be limited to, the following:
 - **Operational Training:** Detailed instruction on the functionality, usage, and working principles of the supplied Modal Shaker (100N & 20N), including integration and compatibility with Siemens LMS hardware and software systems.
 - **Maintenance Training:** Guidance on routine inspections, preventive maintenance, and troubleshooting procedures to ensure optimal performance and longevity of the Modal Shaker .
- **Training Duration and Coverage:** The total duration of the training shall be a minimum of one (1) full working day. Training shall be provided to all ICAT personnel nominated for the session, without limitation on the number of participants.
- **Documentation and Acknowledgement:** The bidder shall provide training materials, user manuals, and relevant technical literature as part of the training package. Upon completion, a Training Completion Certificate signed by ICAT and the bidder's representative shall be issued to confirm satisfactory delivery of training.

29. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.

30. Law of the Republic of India are applicable to this tender.

31. Qualification Criteria: The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).

32. System of Award of Contract: The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.

33. 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

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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.**

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

35. Relaxation in Prior Turnover and Experience (refer Minimum Eligibility Criteria) : ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise’s demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT’s decision in this regard shall be final and binding.

36. 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

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

37. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.

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Annexure - E
Special Conditions of Contract

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

Item	Data
Scope of Work/Supply	Supply and installation of Modal Shaker (100N & 20N) for Vibration Testing (As Per Specification Given in Annexure - A) in NVH Lab at ICAT - 2, Manesar (Haryana)
Terms of Payment	Clause 15 of General Conditions of Contract (Annexure - D)
Delivery/Completion Period	Clause 10 & 13 of General Conditions of Contract (Annexure - D)
Liquidity Damages (LD Clause)	Clause 11 of General Conditions of Contract (Annexure - D)
Warranty/Guarantee Period	Clause 9 of General Conditions of Contract (Annexure - D)
Performance Bank Guarantee (PBG) Clause	Clause 12 of General Conditions of Contract (Annexure - D)
Training Requirements	Clause 28 of General Conditions of Contract (Annexure - D)
Submission of Modifications or Improvements to Conditions of Contract	Clause 27 of General Conditions of Contract (Annexure - D)
Sub-Contracting Clause	Clause 16 of General Conditions of Contract (Annexure - D)
Fraud And Corruption Clause	Clause 33 of General Conditions of Contract (Annexure - D)
Collusive Bidding or Bid Rigging or Cartelization Clause	Clause 34 of General Conditions of Contract (Annexure - D)
Method of Bid Evaluation	Segregated

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Form "I"

Performa for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at 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].....

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- only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
 - (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
 - (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is 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"

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

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

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	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 "XIV").	
12	Proof of experience in supplying to 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).	
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 here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 3 Years.

For.....

Authorized Signatory

Date:

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Form "IV"

Declaration Regarding Make In India & Compliance of Rule 144 (xi) of GFR 2017

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

* 1. Declaration regarding Make in India

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

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

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

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

Authorized Signatory

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

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Form "V"

Declaration In Lieu of EMD/Bid Security
(To be submitted on the Bidder's Letter Head)

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

Reference: "ICAT/GeM/NVH/Modal Shaker/2025-26/275 Supply and installation of Modal Shaker (100N & 20N) for Vibration Testing with Amplifier (As per specification given in Annexure - A)" in NVH Lab at ICAT Centre - 2, Manesar (Haryana)."

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

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Form "VI"

Earnest Money Deposit

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

Date: _____

International Centre for Automotive Technology
Plot - 26, Sector - 3, IMT, Manesar,
Gurugram - 122051.

Re: Tender No. _____

We hereby enclose NEFT/RTGS UTR No. _____, dated _____, for Indian Rupees _____ Only (to be filled in figures and words both), drawn on _____, in favour of "International Centre for Automotive Technology", payable at Manesar, India.

OR

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

**Name of Bidder
Representative**

Signature of Authorized

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Earnest Money Deposit (EMD)

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

To,

The International Centre for Automotive Technology
Plot No. 26, Sector – 3,
IMT, Manesar,
Gurgaon,

Dear Sirs,

WHEREAS

_____ (hereinafter called the “Bidder”) has submitted their offer dated _____ for _____ (hereinafter called the “Bid”) against the buyer’s request for Tender No. _____ KNOW ALL MEN by these presents that we _____ having our registered office at _____ are bound onto International Centre for Automotive Technology having its office at Plot No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the “Buyer”) for the sum of Rs. _____ (_____) for which payment will and truly to be made to the said buyer, the bank binds itself, its successors and assigns by these presents.

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 bidder merely on a demand from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the bank by the Owner shall be conclusive as regards the amount due and payable by the bank under this bank guarantee and the bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

The Guarantee will remain in force upto _____ after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs. _____ (_____). This bank guarantee shall be valid upto _____ and we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

All claims under this guarantee will be payable at _____ . This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

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AND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs. _____/- (Rupees _____ only) to the bidder.

Now, We _____
(hereinafter referred to as 'Bank') having its registered office at _____ and branch office at _____ hereby irrevocably agree and undertake as follows:

1. That the said bidder shall submit the bank guarantee of Rs. _____/- (Rupees _____ only) towards EMD.
2. That the said 'bidder' shall duly and faithfully carry out to your satisfaction its obligation under the said Tender failing which we hereby unconditionally and irrevocably guarantee to pay to you without reference to the said 'bidder' and without any demur, merely on demand from you stating that the amount claimed is due, all or any sums of monies up to a maximum of Rs. _____/- (Rupees _____ only). Any such demand made on us by you shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. We, the Bank, further agree that we shall accept the correctness of any claim that may be made by you without raising any objection of whatsoever nature irrespective of any dispute or difference between the 'bidder' and you and the statement so submitted by you shall be binding and conclusive on us. We hereby further unconditionally and irrevocably guarantee that the amount hereby guaranteed shall become due and payable on your serving us with a notice requiring of the said amount and the said notice shall be deemed to have been serviced on us if delivered by personal delivery or any other mode (i.e. Courier/Post/Fax/E-mail etc.) and the payment under this guarantee shall be made by us within three days from the date of receipt of such notice, without reference to 'bidder'.
4. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken against EMD or till you certify that the terms and conditions of the said Tender have been fully and properly carried out by the bidder and accordingly discharge the guarantee, whichever is earlier. Unless the demand or claim under this guarantee is made on us in writing on or before _____ shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank, hereby agree that the decision of ICAT as to whether the bidder has failed to or neglected to perform or discharge his duties and obligations under the said tender shall be final and binding on the Bank.
6. We, the Bank, further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall

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remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.

8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute arises in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only). This guarantee shall remain valid till _____ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

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 "VII"
Declaration In Respect of Conflict of Interest

Tender/ATC Document No ICAT/GeM/NVH/Modal Shaker/2025-26/275 Tender Detail Supply and installation of Modal Shaker (100N & 20N) for Vibration Testing with Amplifier

(As per specification given in Annexure - A) in NVH Lab at ICAT Centre - 2, Manesar (Haryana).

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

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

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

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

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

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

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

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

- a) *they have proprietor/partner(s)/Director(s) in common; or*
- b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) *they have the same legal representative/ agent for purposes of this bid; or*
- d) *they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) *bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
- f) *in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*
 1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/ foreign agent on behalf of only one principal.*
- g) *a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical*

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specifications of the contract that is the subject of the Bid;

- h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VIII"

Product Support Declaration

(To be submitted on Bidder Letter Head)

Letter No. _____

Date: _____

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

Sub: OEM Declaration

Dear Sir,

Ref: ATC Document No. ICAT/GeM/NVH/Modal Shaker/2025-26/275

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for ICAT/GeM/NVH/Modal Shaker/2025-26/275, Supply and installation of Modal Shaker (100N & 20N) for Vibration Testing (As Per Specification Given Annexure - A) in NVH Lab at ICAT Centre - 2, Manesar (Haryana)."

We affirm that all products included in our bid are **not** classified as end-of-life (EOL) or obsolete as of the date of this submission. These products will remain available and supported for a minimum period of **10 years** from the date of acceptance, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

Should you require any additional documentation, clarifications, or further information pertaining to the support and lifespan of the quoted products, we are prepared to provide such details upon request.

We appreciate your consideration of our submission and look forward to the possibility of further collaboration on this project.

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"

Declaration and Undertaking from Bidder or OEM
(To be submitted Original on the OEM Letter Head)

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against *Tender No. ICAT/GeM/NVH/Modal Shaker/2025-26/275 for Supply and installation of Modal Shaker (100N & 20N) for Vibration Testing (As Per Specification Given in Annexure - A) In NVH Lab at ICAT Centre - 2, Manesar (Haryana).*"

Dear Sir/Madam,
I/We, M/s _____ (Name of the OEM/Bidder), having our registered office at _____ (address of the manufacturer), by virtue of being the original equipment manufacturer/supplier for the _____ (Name of the product(s),

Hereby provide the following confirmation:

1. The Product supplied by us are certified and fully compatible with the offered solution.
2. The Product's supplied and available are not classified as End-of-Life (EOL) or End-of-Sale (EOS) for a period of 10 years from the date of acceptance. If any part is found to be End-of-Life after installation, we undertake full responsibility to replace the part(s) with newer, fully compatible components and to implement the replacement at no additional cost to the International Centre for Automotive Technology (ICAT) during the warranty period of two (2) years (24 Months).

The undersigned is duly authorized to issue this undertaking on behalf of M/s _____ (Name of the OEM/Bidder).

For M/s _____ (Name of the OEM/Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

Additional Terms & Conditions (ATC)

**Form "X(A)"
No Deviation Declaration**
(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form X(B)

Modification or Improvement Suggested

(To be submitted Original on Bidder Letter Head)

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

Subject	Proposed Modification or Improvement to the Conditions of Contract
<p><i>[Explain in detail what alternative solution are you proposing]</i></p>	
<p>Reasons for the proposed solution to be superior than initial requirement</p>	
<p><i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i></p>	

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

Additional Terms & Conditions (ATC)

Form "XI"
Undertaking For Product 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 Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XII"

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/NVH/Modal Shaker/2025-26/275*" as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

Additional Terms & Conditions (ATC)

Form "XIII"
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 installation, without obtaining prior written consent from the buyer. We understand that failure to seek approval for subcontracting may result in disqualification from the bidding process.

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XIV"

Manufacturer's Authorization Form (MAF)
(To be submitted Original on OEM Letter Head)

MAF No.

Dated:

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

Sub: Manufacture's Authorization Form (MAF)

Dear Sir/Ma'am,

Tender Reference No. ICAT/GeM/NVH/Modal Shaker/2025-26/275

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our _____ model.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangements for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of M/s _____ (Name of Manufacturer's)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer

Additional Terms & Conditions (ATC)

Form "XV"

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 handled by the Bidder during the last three (3) 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.)	Amount of contracts (INR)	Duration of contract	
			Order Received Date	Date of Installation with contract period
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: