बिड संख्या/Bid Number: GEM/2026/B/8172982
दिनांक /Dated: 16-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-11-2026 18:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :chitra.hans@nabindia.in Buyer Email id: shambhu.thakur@icat.in
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	Heavy-Duty Shock Absorbers
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Heavy-Duty Shock Absorbers
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Heavy Duty Storage Racks, Styling Chair / Salon Chair / Swiveling Barber Chair, Heavy Duty Curtains - Panchakarma, Heavy Duty Battery Charger, industrial vacuum cleaner, Heavy duty longspan storage System, Bamboo Slicer Machine (Heavy Duty), Corrugated Fibreboard Boxes - Heavy Duty, Municipal solid waste Twin shaft shredder, Heavy Duty Creeper Seat (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Heavy Duty Curtains - Panchakarma
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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
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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

2. 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 Breakup - 1792150853.xlsx

Heavy-Duty Shock Absorbers (2 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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 TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	90

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 (Increased quantity ÷ Original quantity) × 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. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel

the bid forthwith, without issuance of any prior notice or intimation :-

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

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

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

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

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

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

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-

compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

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

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

---धन्यवाद/Thank You---

अंतरराष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र (आईसीएटी)

International Centre for Automotive Technology (ICAT)

अतिरिक्त नियम एवं शर्तें (ATC)

Additional Terms and Conditions (ATC)

Scope of Work/Services - Supply of Heavy-Duty Shock Absorbers for the Crash Test Area of the PSL Lab at ICAT Centre-II, Manesar (Haryana).

ATC Reference No.: ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165

International Centre for Automotive Technology
Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India
Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: purchase@icat.in, Website www.icat.in

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निविदा सूचना / **TENDER NOTICE**

Sir/Madam,

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

1.	**Scope of Work and Services**	Supply of Heavy-Duty Shock Absorbers for (Make-ACE / Enertrols) in PSL Dept at ICAT Centre- II, Manesar, Haryana on PAC Basis from OEM or OES or his authorized
2.	**Delivery Period**	Within **90 Days** from the date of PO/GeM Contract

Bidders must comply with the provision of:

a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 2 under Form I)** (https://doe.gov.in/files/procurement-policy division/Amendment_to_Rule_144_xi_of_the_GFRs_2017.pdf)

b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time (**enclose declaration to this effect with the technical bid as per format given in Declaration 1 under Form I)** (https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf)

Chapter – 1

काम का दायरा और विस्तृत तकनीकी विनिर्देश / **Scope of Supply & Detailed Technical Specification**

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 of Heavy-Duty Shock Absorbers for the Crash Test Area of the PSL Lab at ICAT Centre-II, Manesar (Haryana)".

Scope of Supply: Supply of Heavy-Duty Shock Absorber for the Crash test as per following.

Sr. No.	Description	Make	Model No.	Total Qty	Unit
1.	**Heavy-Duty Shock Absorber**	**ACE/ENERTROLS**	**A 2X10 R**	**02**	**Nos**

Technical Data:

Sr. no	Description	Type
1	**Return Method and Accumulator Style**	**Spring Return, Internal Accumulator**
2	**Bore Size**	**2"**
3	**2" Bore Stroke Length**	**254 (mm)**
4	**Mounting Style**	**Rear Flange**
5	**Energy per Cycle in lbs (Nm)**	**210,000 lbs (23,727) (Nm)**
6	**Internal Accumulator (Self-Contained)**	**19,200,000 lbs/hour (2,169,310) (Nm/hour)**
7	**Material**	**Outer body: Steel corrosion-resis tant coating; Piston rod: Hard chrome plated steel; Rod end button: Hardened steel and corrosion-resistant coating; Return Spring: Zinc plated stee**
8	**Operating temperature range**	**-12 °C to +66 °C.**
9	**Damping medium**	**Automatic Transmission Fluid (ATF)**
10	**Return Force min. (N)**	**160**
11	**Return Force max. (N)**	**460**
12	**Return Time (s)**	**0.8**
13	**Weight (kg)**	**26.3**

Chapter – 2

सामान्य नियम और शर्तें / Gener Terms & Conditions

1. **Clarification on Bid Document:** Prospective Bidders requiring any clarification on the tender documents, technical specifications, scope of work, or contractual conditions may submit their queries in writing to the Purchaser within the time period specified in the tender schedule. All requests for clarification shall clearly reference the relevant clause, section, or requirement for which the clarification is sought. Clarifications submitted after the prescribed deadline may not be considered. The Purchaser shall issue clarifications, amendments, or corrigenda, as deemed necessary, and the same shall be uploaded on the designated GeM portal/official communication channel only. No verbal clarification or information provided by any official shall be binding on the Purchaser. Bidders shall be deemed to have taken into account all clarifications and corrigenda issued prior to the submission of their bids, and failure to do so shall not constitute a valid basis for any claim, deviation, or request for extension or additional cost at any stage of the procurement or contract execution.

   In case of any query related to technical aspect, please feel free to contact the undersigned:

   Contact Person: Chandan Kumar
   Contact No.: +91-7011151652
   Email Address: chandan.kumar@icat.in

2. **Site Visit:** The Bidder is advised, in its own interest, to visit and examine the site and its surroundings at the PSL lab crash test area, ICAT Centre-2, Manesar (Haryana), and to obtain all information that may be necessary for preparing a responsive and well-informed bid for the ***"Supply, Installation, Testing and Commissioning of Shock absorbers*** as specified in the Scope of Work and ATC Document. The Bidder shall be deemed to have fully satisfied itself regarding the site conditions, existing infrastructure, access constraints, working environment, and any other factors that may affect the execution of the works. Failure by the Bidder to undertake a site visit or to obtain relevant information shall not relieve the Bidder from any responsibility to perform the contractual obligations in accordance with the terms of the tender and shall not form a basis for any claim for additional cost or time. The site visit, if undertaken, shall be carried out at the Bidder's own expense and risk, and any coordination for access shall be made with the designated ICAT authorities prior to the visit.

3. **Deviations, and Conditional Bids:** Bids submitted with any condition, deviation, assumption, qualification, or reservation that is inconsistent with or alters the terms, specifications, or requirements of this tender, the Scope of Work, the ATC Document, or the standard GeM Contract Terms and Conditions shall be treated as conditional bids and shall be liable for rejection. The Purchaser shall not accept any bid that seeks to modify the contractual obligations, delivery timelines, technical specifications, payment terms, warranty requirements, or any other mandatory provisions stipulated in the tender documents. No conditional rebate, linkage to external factors, or request for future negotiation shall be entertained. The Bidder shall be deemed to have fully understood and unconditionally accepted all tender terms and requirements by submitting its bid. Any conditional bid, whether explicit or implied, shall be

rejected without further reference to the Bidder, and the decision of the Purchaser in this regard shall be final and binding.

4. **Product Lifecycle Assurance and Post-Supply Support Commitment:** The Bidder shall ensure comprehensive service and technical support for all equipment supplied under this tender for a minimum period of ***five (5) years*** from the date of final acceptance. All products offered shall be current, supported models and shall not be classified as ***"end-of-life"*** or ***"end-of-sale"*** as of the date of final acceptance. In the event that the manufacturer discontinues, withdraws, or otherwise ceases support for any quoted product prior to delivery, the Supplier shall, at no additional cost to the Purchaser, provide a replacement product of equal or superior quality, specifications, and functionality. Any such replacement shall be subject to the Purchaser's prior approval and shall ensure seamless continuity of operations without disruption to the project requirements.
5. **Delivery, Installation, and Commissioning Timeline:** The Supplier/Contractor shall complete the entire scope of work under this tender for the "Supply of Heavy-Duty Shock Absorbers for the Crash Test Area of the PSL Lab at ICAT Centre-II, Manesar (Haryana)," within Ninety days (90 days) from the date of award of the GeM Contract. This period shall include all activities related to supply, documentation, and obtaining necessary approvals. Any delay beyond the stipulated completion period shall attract the applicable actions, penalties, and remedies as per the GeM Contract Terms and Conditions and the ATC Document.
6. **Warranty Condition:** The Supplier shall provide a warranty for all goods, equipment, and systems supplied, installed, and commissioned under this Contract for a period of ***12 months from the date of final acceptance by ICAT***. During the warranty period, the Supplier shall, at its own cost, promptly repair, replace, or rectify any defects, malfunctions, or failures arising out of design, material, workmanship, or installation, ensuring that the equipment and systems perform in accordance with the specifications and intended purpose. All warranty services, including replacement of parts and rectification of defects, shall be carried out in a timely manner without causing disruption to ICAT's operations. The warranty obligations shall be in addition to, and not in lieu of, any other remedies or guarantees provided under the contract or applicable law. The Supplier shall be fully responsible for all costs associated with transportation, labour, and materials required for warranty maintenance.
7. **Payment Terms**: ICAT shall release ***100% of the contract value within 30 (thirty) days from the date of receipt defect-free material along with final invoice and upon satisfactory verification and formal written acceptance by ICAT***. The Supplier shall be responsible for ensuring that all contractual obligations, including documentation, rectification of defects, and compliance with specifications, are fulfilled prior to submission of the final invoice. Any liquidated damages, penalties, or recoveries due under the Contract may be deducted from the payment. The Contract price is firm and fixed, and no escalation shall be payable except as expressly provided in the Contract.

8. **Liquidated Damages (LD) Condition:** In the event of any delay in the delivery, installation, testing, commissioning, or integration of the systems beyond the stipulated completion timelines, and where such delay is not attributable to ICAT, the Supplier shall be liable to pay Liquidated Damages (LD) to ICAT. ***The LD shall be levied at the rate of 0.5% (half percent) of the total contract value per week or part thereof of delay, subject to a maximum ceiling of 10% (ten percent) of the total contract value***. The levy of Liquidated Damages shall be without prejudice to ICAT's right to terminate the contract or pursue any other remedies available under the contract or applicable law. The Supplier acknowledges and agrees that the LD is a genuine pre-estimate of the loss likely to be suffered by ICAT due to delay and is not intended as a penalty.

9. **Delivery and Insurance Condition:** The Supplier shall be solely responsible for the safe, secure, and timely delivery of all goods, equipment, and materials under this Contract to the designated delivery location specified by ICAT. Delivery shall be made strictly in accordance with the delivery schedule and milestones stipulated in the Contract. All items shall be properly and securely packed, handled, and transported in a manner that ensures full protection against damage, corrosion, pilferage, or deterioration during transit and storage. The Supplier shall be fully liable for any loss, damage, or deterioration occurring prior to the formal receipt and acceptance of the goods by ICAT.

   The Supplier shall, at its own cost, arrange comprehensive transit insurance covering the full value of the goods against all risks from the point of dispatch to the point of final delivery at ICAT's site. Such insurance shall be obtained from a reputable insurer and shall remain valid until the goods are successfully delivered, inspected, and formally accepted in writing by ICAT. The offloading and unloading of all materials at the project site shall be the sole responsibility of the Supplier and shall be performed in a safe, careful, and timely manner, using suitable equipment and manpower. ICAT shall not be responsible for providing assistance or bearing any costs related to the offloading or handling of materials at the site.

   Any shortage, damage, loss, or deterioration observed at the time of delivery shall be promptly rectified or replaced by the Supplier at no additional cost to ICAT, without affecting the delivery schedule. The risk and responsibility for the goods shall remain with the Supplier until the materials are delivered, offloaded, inspected, and formally accepted in writing by ICAT.

10. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder equipment(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) / equipment(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post-test period should the same be unsatisfactory and not to the acceptance of ICAT. The Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

11. **Assignment and Sub-Contracting**

- The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
- Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

12. ICAT's Rights

- **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the ***equipment*** and all related components at any stage during manufacturing, pre-delivery, installation, commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual terms, and applicable standards.
- **Right to Reject:** ICAT shall have the right to reject any equipment, parts, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual obligations without prejudice to its rights under the contract. Rejected goods or services shall be replaced or rectified by the Successful Bidder at no additional cost to ICAT within the stipulated time frame.
- **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment or services at any point during the contract period to ensure alignment with its operational requirements and safety standards.
- **Right to Audit and Access Records**: ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, and certifications related to the ***equipment*** supplied under this contract.
- **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.

- **Right to Final Acceptance:** The final acceptance shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements as determined by ICAT's authorized representatives.
- **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason thereof and without incurring any liability whatsoever to any bidder or party.

13. **Project Site:** International Centre for Automotive Technology (Centre – 2), Plot No. 1, Sector–11, Near MSIL Gate 4, IMT Manesar, Gurgaon- 122051 (Haryana).

14. **Billing Address:** International Centre For Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051 (GST No. 06AABAN9435G2ZI)

15. **Offer Validity:** Offers should be valid for a minimum of ***One Hundred Eighty (180) Days*** from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.

16. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

17. **Unsatisfactory Performance:** The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability, quality, and performance of any component(s), subsystem(s), or complete system(s) supplied under this contract, whether during the pre-dispatch, inspection, testing, installation, commissioning, or post-commissioning phases.
    In the event that any component, equipment, or system—whether in part or in full—is found to be deficient, substandard, non-compliant with specifications, or otherwise unsatisfactory in the opinion of ICAT, ICAT reserves the unequivocal right to reject such component(s) or system(s) without incurring any liability, financial or otherwise, and without any obligation to provide justification or explanation for such rejection.
    The bidder expressly undertakes to abide by and accept ICAT's decision in this regard as final and binding, and waives all rights to contest, dispute, or seek redressal in respect of such decision. No claim for costs, compensation, or consequential damages shall be entertained by ICAT under such circumstances.

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

19. **Termination of Contract:** If the performance of the successful bidder (hereinafter referred to as the "Vendor") is found to be unsatisfactory — whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations — ICAT shall issue a written notice to the Vendor, treating the same as a formal warning.

    If, notwithstanding the first warning, the Vendor fails to rectify the deficiencies or does not take corrective measures within ***fifteen (15) days*** from the date of the first notice, a **second and final warning** shall be issued.

Should the Vendor continue to remain non-compliant or fail to meet the required performance standards even after issuance of the second warning, **ICAT reserves the right to terminate the contract/work order**, in whole or in part, **by giving one (1) month's written notice**, without assigning any further reason and without any liability whatsoever on the part of ICAT.

Upon termination:

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

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

20. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.

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

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

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

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

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

22. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.

23. **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).

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

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

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

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

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

Obligations during Force Majeure: The party affected by a Force Majeure event shall, within ***ten (10) calendar days*** of the occurrence of such event, **notify the other party in writing,** providing sufficient details and evidence of the Force Majeure circumstances and its anticipated impact on the performance of contractual obligations.

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

- The obligations affected are directly related to the Force Majeure event.
- The affected party takes all reasonable steps to mitigate the effect of the Force Majeure on the performance of the contract.

- The performance is resumed as soon as reasonably practicable after the Force Majeure event ceases.

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

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

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

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

29. Integrity Clause

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

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

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

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

31. 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.

32. 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.

Chapter – 3

पूर्व-योग्यता आवश्यकता (पीक्यूआर)/ **Pre-qualification/Minimum Eligibility Criteria for the Bidders**

Eligibility Criteria (Pre-Qualification Requirements): Only Bidders who satisfy the following **pre-qualification criteria** shall be deemed eligible to participate in this procurement process. Bidders are required to furnish **satisfactory documentary evidence** demonstrating compliance with each of the stipulated requirements. Any bid that fails to comply with, or cannot demonstrate conformance to, the prescribed eligibility conditions shall be considered **non-responsive** and shall be summarily rejected without further evaluation, including exclusion from the technical assessment stage.

ICAT reserves the right to **verify the authenticity** of all documents submitted and may seek additional clarifications or supporting information at its discretion. Submission of **false, misleading, or unverifiable information** shall result in **immediate disqualification** of the Bidder from the tender process and may also attract further actions in accordance with applicable laws, regulations, and tender conditions.

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

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

   To establish legal status and eligibility, the Bidder shall mandatorily submit documentary evidence of their legal constitution along with the Technical Bid, as specified below:
   - **Proprietorship Firm:** A copy of the valid registration certificate, trade license, or any equivalent document issued by a competent authority clearly indicating the establishment and legal existence of the firm.
   - **Partnership Firm:** A copy of the duly executed Partnership Deed along with the firm's registration certificate issued by the Registrar of Firms (if applicable under the Partnership Act, 1932).
   - **Private Limited Company:** A copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC), along with the Memorandum of Association (MoA) and Articles of Association (AoA), duly certified by an authorized signatory.
   - **Agency:** A copy of the registration certificate or any valid statutory license or document evidencing the agency's legal status under the relevant law (e.g., registration under the Shops and Establishments Act or equivalent legislation).

   Failure to submit any of the above documents as applicable to the nature of the bidding entity may render the bid liable for rejection at the sole discretion of the Purchaser. All documents shall be self-attested and submitted as part of the Technical Bid.
2. **Bidder must have PAN & GST (enclose a copy of PAN & GST with technical bid).**
3. **Local Presence:** The Bidder must be an entity based and registered in India, possessing a valid legal status under applicable Indian laws and regulations.

4. **The bidder should be either an OEM/OES or his authorized channel partner of (Make-ACE / Enertrols)**

   The bidder must be either:

   - **the Original Equipment Manufacturer (OEM),**
   - **the Original Equipment Supplier (OES),**
   - **an authorized dealer/channel partner duly appointed by the OEM.**

   In cases where the bidder is not the OEM, the bidder shall be required to submit a valid authorization letter or certificate from the respective OEM, clearly authorizing the bidder to participate in this tender and to carry out the specified scope of work. Failure to submit the required authorization or submission of invalid/expired documentation shall render the bid non-responsive and liable for disqualification.

5. **Blacklisting Declaration:** The ***Bidder shall not be currently blacklisted, debarred, or suspended by any Ministry or Department of the Government of India, any State Government, Public Sector Undertaking (PSU), or any reputed private organization or institution within India***. A self-declaration to this effect, duly signed by the authorized signatory on the Bidder's official letterhead, must be submitted along with the tender documents. Any concealment or misrepresentation of such information shall result in disqualification and potential legal action as per applicable laws.
6. **Submission of Signed and Stamped ATC:** Bidders are required to submit a duly signed and stamped copy of the complete ATC (Additional Terms & Conditions) as part of their bid, thereby signifying their unconditional acceptance of all technical specifications, requirements, and compliance obligations specified therein. Failure to submit the signed and stamped ATC shall render the bid non-responsive and may result in its rejection at the discretion of ICAT. Submission of the ATC shall be considered a formal declaration by the Bidder that they fully understand, accept, and undertake to comply with all terms, conditions, and specifications outlined in the ATC document.

Bidders to Comply with:

7. 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).
8. 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).

Chapter – 4
बोली अस्वीकार करने के मानदंड / Bid Rejection Criteria

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

1. ***Non-Submission of Statutory Registrations****: Bidders failing to submit valid copies of their* ***GST registration certificate and Permanent Account Number (PAN)*** *shall be deemed non-compliant.*
2. ***Conditional or Deviated Bids:*** *Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.*
3. ***Incomplete Bid Submission:*** *It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.*
4. ***Segregated Bidding Process and Rejection of Non-Compliant Submissions:*** *Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.*
5. ***Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:*** *Failure to satisfy any single condition under the "Pre-qualification / Minimum Eligibility Criteria" section shall result in the immediate disqualification of the bid from the tender process.*
6. ***IP Address Duplication on GeM Portal:*** *The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.*
7. ***Bid Rigging and Conflict of Interest:*** *The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:*
   - ***Bid Rigging:*** *The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.*

- ***Conflict of Interest: A Conflict of Interest exists or is reasonably deemed to exist if***
  - *The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.*
  - *The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.*
  - *The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.*

8. ***Declaration of Integrity:*** *All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.*

9. ***Purchaser's Rights:*** *The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.*

Form "I"

बोली लगाने वाले की जानकारी की चेकलिस्ट / **Bidder Information Checklist (Information/Documents to be submitted along with the Bid)**

1	**Name of the Bidder**	
2	**Address of the Bidder**	
3	**Contact Details of the Bidder**	
	Telephone No. With STD Code	
	Fax No.	
	Mobile No.	
	E-mail ID	
	Website, if any	
4	**Name of Proprietor/Partners/Directors of Firm/Agency**	
5	**Bidder Bank Details:**	
	Name of Account Holder	
	Complete A/c No. (Current/Savings)	
	Name of Bank	
	Name of the Branch with Complete Address	
	IFS Code of the Branch	
	9 Digit MICR Code of the Branch	
6	**Registration and Incorporation Particulars of the bidder indicating legal status such as Company, partnership/proprietorship concern, etc (Please attached copies of the relevant documents/certificates)**	
7	**GST Registration Details**	
8	**Copies of Permanent Income Tax Number (PAN)/Income Tax Circle**	
9	**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 there years should be enclosed).	
10	**Declaration regarding blacklisting or otherwise by the government departments as given in *"Form II"***	
11	**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**	
12	**Any other information document: Please specify**	

Form "II"

ब्लैकलिस्टिंग/अयोग्य न ठहराए जाने के संबंध में वचन-पत्र / **Undertaking Regarding Blacklisting/Non-Debarment**

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

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

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

For…….

Authorised Signatory

Date:

Form "III"

हितों के टकराव का सम्मान / Declaration In Respect of Conflict of Interest

Tender No. ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165

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

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

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

Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

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

(1) they are members of a Hindu Undivided Family.

(2) they are spouses; or

(3) A person shall be deemed to be the relative of another, if they are related to another in the following manner, namely: -

a. Father including stepfather,

b. Mother including stepmother,

c. Son including stepson,

d. Son's wife,

e. Daughter,

f. Daughter's husband,

g. Brother including stepbrother,

h. *Sister including stepsister.*

WE FURTHER DECLARE THAT we have carefully read and understood the clause relating to 'Conflict of Interest' of Tender No. ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165.The detailed Clause is as under:

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

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationships with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion

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

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
2. *Indian/ foreign agent on behalf of only one principal.*

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

h) In case of a holding company that has more than one independent manufacturing unit or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/Authorized Signatory
Authorized Signatory Name:
Place:
Date:
Stamp / Seal of Firm

Form "IV"

उत्पाद के लिए वचन-पत्र / **Undertaking For Product/Service Compliance**

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Form "V"

उपक्रम / Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. **ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165** as per the requirement during the period of contract.

Dated:
Place:

(Signature of the bidder with seal/rubber stamp)

Form "VI"

कोई विचलन न होने का घोषणा-पत्र / 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.

Form "VII"

सब-कॉन्ट्रैक्टिंग न करने का वचन-पत्र / Undertaking For Non-Subcontracting

(To be submitted Original on Bidder Letter Head)

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

Sub: Undertaking for Non-Subcontracting

Dear Sir/Ma'am,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Form "VIII"

बोली लगाने वाले द्वारा ईमानदारी के नियम के लिए घोषणा /**Declaration by the Bidder for Code of Integrity**

(On the Letter Head of the Bidder)

Date _____

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

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

Form "IX"

भारत के साथ ज़मीनी सीमा साझा करने वाले देश के बोलीदाता से खरीद पर प्रतिबंध" के संबंध में घोषणा / **Declaration regarding "Restrictions on Procurement from Bidder of a Country Which Shares a Land Border with India".**

(To be submitted on Applicant's Letter Head)

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

Dear Sir,

With reference to our bid proposal for participation in ICAT tender ***ATC Document No. ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165***, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from abidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date:_____ Place: _____

Seal of Organization & Signatureof Authorized Applicant

Form "X"

स्थानीय सामग्री की घोषणा के संबंध में प्रमाण-पत्र /**Certificate Regarding Declaration of Local Content**

(On the Bidder Letter Head)

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

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

Ref: ATC Document No**:** ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165

Dear Sir/Madam,

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

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

Thanking You,

Yours Faithfully,

Authorised Signatory

Date……..

Place……..

Form "XI"

कीमत की उचितता का घोषणा पत्र / **Price Reasonability Declaration Letter**

(On Bidder Letter Head)

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

Subject: Supply of Heavy-Duty Shock Absorbers for the Crash Test Area of the PSL Lab at ICAT Centre-II, Manesar (Haryana).

Reference: ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165

Dear Sir/Madam,

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

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

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

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

Form "XII"
मूल उपकरण निर्माता – ओईएम प्राधिकरण प्रमाणपत्र / OEM Authorization Certificate

Date:

Reference: ICAT/ GeM/ PE-C2 /Supply of Heavy-Duty Shock Absorber/2026-27/165

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

Subject: OEM Authorization Certificate for Participation in Tender Supply of Heavy-Duty Shock Absorbers for the Crash Test Area of the PSL Lab at ICAT Centre-II, Manesar (Haryana).

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

This authorization is granted for the specific purpose of enabling M/s [Bidder's Company Name] to:
- Offer and supply genuine products and spares manufactured by us.
- Carry out installation, testing, commissioning, maintenance, and/or reconditioning services related to our equipment.
- Provide after-sales support, including warranty, repair, and service obligations as applicable under the scope of the tender.

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

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

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

Yours sincerely,

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

Authorized Signatory: _____
Name: [Full Name]
Designation: [Official Title]
Seal & Signature:
Date: [Insert Date]
Place: [Insert Place]