

The Director, International Centre for Automotive Technology (ICAT) a division of NATRIP Implementation Society (NATIS), Govt. Of India, hereby invites **sealed techno-commercial bid** from experienced, reputed civil contractors for “Treating RCC Floor With Concrete Densification With Sodium Silicate at ICAT centre-2”, Manesar (Haryana)” In segregated two bid system (Technical & Financial) as per following details:

Name of Work	“Treating RCC Floor With Concrete Densification With Sodium Silicate at ICAT centre-2”, Manesar (Haryana)”
Project Location	“ICAT Centre - 2, Plot No 1, Sector -11, HSIIDC, IMT Manesar, Gurgaon- 122050 ” , Interested bidders may visit the aforesaid location to study the terrain & site conditions on their own.
Project Details	“Treating RCC Floor With Concrete Densification With Sodium Silicate at ICAT centre-2”, Manesar (Haryana)”
Completion Period	60 Days, from the date of issue of NTP.
Earnest Money Deposit (EMD)	<p>INR 12,500/- (Rupees Twelve Thousand Five Hundred Only) in form of DD/Bank Guarantee/ Banker’s Cheque in favour of “International Centre for Automotive Technology”, payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch of Delhi/NCR and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).</p> <p style="text-align: center;">OR</p> <p>Firms who are registered with NSIC for the tendered item are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid.</p>
Payment Terms:	Payment against RA Bills.

Address for Communication	The Director, International Centre for Automotive Technology (ICAT), Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon- 122050, Phone: +91-124-4586-111, FAX: +91-124- 2290005, Website www.icat.in.
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Tender Schedule

Last date of receiving of queries on Tender Document	07th December, 2022 by 1700 Hrs. at ICAT Office (via e-mail or hard copy)
Pre Bid Meeting	1400 Hrs. on 09th December, 2022 through online / web meeting
Last Date of submission of Sealed Bid	Up to 1600 Hrs. 26th December , 2022 at ICAT Manesar, Gurugram, India.

Tender Terms and Conditions

Bidders are required to submit their ***techno-commercial proposal*** in sealed envelope before the closure of bid submission date/time.

1.1. Part1: Technical Proposal for “Ref No. ICAT/OT/Maint/Treating of RCC Floor/2022-23/152” (Complete Stamped and Signed Copy of Tender Document along with Supporting Documents of Minimum Eligibility Criteria).

1.2. Part2: Financial Proposal for “Ref No. ICAT/OT/Maint/Treating of RCC Floor/2022-23/152” (Complete Stamped and Signed Copy of Tender Document along with Supporting” (**Financial Bid Submission Form and Annexure-C Financial Proposal**)

Each copy shall contain, dully filled and signed by an authorized person from the Bidder’s company.

Bid to be submitted in a sealed envelope latest by **26th December, 2022 by 1600 Hrs.** to

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

1. Project Site: International Centre For Automotive Technology, Centre - 2, Plot No1, Sector –11, HSIIDC, IMT Manesar, Gurgaon- 122050

2. Sealed bids should be sent to address **Purchase Department, International Centre for Automotive Technology, Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurugram - 122050**. Envelope should be marked with “**Treating RCC Floor With Concrete Densification With Sodium Silicate at ICAT centre-2”, Manesar (Haryana)**”.

3 Minimum Eligibility Criteria

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

- 1 **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company. A proof for supporting the legal validity of the Bidder shall be submitted.
- 2 **Financial Capacity:** Should have the average annual turnover of at least **Rs. 10 Lacs** in last three financial years (2019-20, 2020-21, 2021-22). Relevant proof for supporting the above shall be submitted.
- 3 **Technical Capability:** Should have completed construction work of similar nature, in the last seven financial years and the costing not less than the below mentioned value

(i) Satisfactory completion of minimum 3 works of Rs 2.45 lac each.

OR

(ii) Satisfactory completion of minimum 2 works of Rs 3.07 lac each.

OR

(iii) Satisfactory completion of minimum 1 work of Rs 4.91 lacs.

- **Similar Nature Works Means :** RCC floor densification, RCC floor polishing, Granite floor polishing work, epoxy work and any floor treating or polishing work
 - i. Self-attested copies of TDS certificates issued by the private firm against the payment released on account of the works mentioned in the completion certificate.
 - ii. A Certificate issued by the Chartered Accountant, in support of the payment received from the private firm on account of the works mentioned in the completion certificate.

3.1 Documents supporting the Minimum Eligibility Criteria

- (i)** In proof of having fully adhered to the minimum eligibility criteria at **3(1)**, attested copy of certificates issued by the respective registrar of firms/companies and in case of proprietary firms, valid documents such as PAN, TAN, and S.T.C etc. shall be acceptable to ICAT.
- (ii)** In proof having fully adhered to the minimum eligibility criteria at **3(2)**, attested copies of the audited balance sheets OR any such valid documents, prepared and duly signed by a chartered accountant, clearly indicating the construction turnover of the bidder shall be acceptable to ICAT.

- (iii) In proof of having fully adhered to the minimum eligibility criteria at **3(3)**, ICAT shall accept the attested completion certificates issued by Govt. Depts. /Autonomous bodies/PSUs/reputed private firms (at the discretion of ICAT) only.
- (iv) In case of submission of certificates from the private firms, the TDS certificate in support of the certificate issued by the private firms shall also be submitted additionally. **OR** a certificate issued by the Chartered Accountant, in support of the payment received from the private firm on account of the works mentioned in the completion certificate.

4. Site Visit

- 4.1 The Bidders are advised to visit and examine the Site of Works and its surroundings, with prior notice to ICAT, at his/their cost and obtain for himself / themselves on his/their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. The Bidder shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.
- 4.2 **Address of the Site: ICAT Centre - 2, Plot No 1, Sector -11,HSIIDC, IMT Manesar, Gurgaon 122050 (Haryana - India).**

5 Specific Instruction on Works

- 5.1 The detailed scope of works are described under Annexure - A (Scope of Work), along with the detailed specifications, etc.
- 5.2 The successful bidder has to start the works simultaneously so as to complete the works within the specified completion period. The bidder shall refer to the **'Proposed Project Schedule'** given in the **Annexure - A**.
- 5.4 The work shall be carried out strictly in accordance with the specifications given in the tender and also in compliance of the requirements of the Authorities concerned and deviation on any account will not be permitted.
- 5.5 The Bidder shall carry out all the works strictly in accordance with Drawings, details, specifications, standard engineering practices and instructions of ICAT or ICAT's authorized representative. In case the changes that have been made in the design by ICAT during execution, the Bidder shall have to carry out the same within the provisions of contract and mutually agreed terms and conditions.
- 5.6 The successful Bidder must co-operate with the other contractors/suppliers and PMS Consultants appointed by ICAT to ensure that the work proceeds smoothly without any delay and to the satisfaction of ICAT.
- 5.7 The successful Bidder is bound to carry out the works, that consists of any minor/sub items, necessary for the completion of the works as covered in this tender to achieve end results and conventionally included in works, even though such minor/sub items are not included in the Bill of quantities and drawings, are deemed to be priced in the other items/works. No separate claim on this account shall be entertained, unless it is explicitly brought to the notice of ICAT in writing before the start of such item works and accepted by ICAT.
- 5.8 The works under this tender will be governed by item rate contract.
- 5.9 In case the work is awarded in parts by splitting the contract among the bidders and the other works such as services/ utilities which may be done simultaneously

by ICAT's other specialized agencies, then the works to be carried out in co-ordination with such agencies for integration of works by overlapping various activities.

6 Time Schedule for Completion of Works

- 6.1 Time is the essence of the contract. The work is to be completed within the stipulated time i. e. **60 Days** from the date of issue of "**NTP**" to the successful Bidder.
- 6.2 Time allowed for carrying out the works as mentioned in the tender documents shall be strictly observed by Bidder and it shall be reckoned from the date of issue of "**NTP**".

7 Earnest Money Deposit (Bid Security Amount):

INR 12,500.00 (Rupees Twelve Thousand Five Hundred Only) in form of DD/NEFT/Bank Guarantee (format as per Form C of tender document)/Banker's Cheque in favour of "International Centre for Automotive Technology", payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch at Delhi/NCR of Indian Scheduled bank and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).

OR

Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) 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*).

- 7.1 A Bid which is not accompanied by such Earnest Money Deposit will be construed as non compliant bid and shall be rejected.
- 7.2 The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest as follows:
- 7.2.1 EMD of technically unsuccessful bidders will be returned upon finalization of technical evaluation report.
- 7.2.2 EMD of all technically qualified bidders except for the successful bidder will be returned after notification of the award of the contract.
- 7.2.3 EMD of the successful bidder will be returned after submission of the PBG (refer para no. 16 of main tender document).
- 7.3 The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.
- 7.4 EMD shall be forfeited in favour of ICAT in case the Bidder : -
- 7.4.1 without any written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions thereto,
- 7.4.2 after opening of the financial bid, alters the quoted rates/conditions in the Bid,

- 7.4.3 fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the in the Letter of Intent,
- 7.4.4 Does not reply to any queries that may be raised after opening of technical/financial bids.
- 7.4.5 In case of the extension of the Bid validity period in the manner stated in Clause 8, the validity of the Earnest Money Deposit shall be extended for a further period of 60 (sixty) days.

8 Amendment to the Tender Document

- 8.1 Any amendment to the tender document may be issued to the bidders through addendum/ corrigendum, prior to date of opening of the tenders, to intimate the bidders regarding revisions/changes/modifications to tender documents, changes in the key tendering dates, clarifications on queries raised by the bidders etc. All such communications to the bidder would be in the form of soft copy and may sent to the bidder's E-mail ID as mentioned in the 'contact details form', submitted by the bidder within 3 days after the purchase of tender documents.
- 8.2 In order to afford prospective bidders, reasonable time for preparing their tenders after taking into account such amendments, ICAT may, at its discretion, extend the deadline for submission of tenders.
- 8.3 Addendum/corrigendum shall be an integral part of the tender and required to be complied as per tender requirement.

9 Validity of Bids

- 9.1 Bids shall remain valid and open for acceptance for a period of **150 days** from the last date of submission of Bids.
- 9.2 If a bidder withdraws or revokes his offer or revises the quoted rate or condition for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited.
- 9.3 In case ICAT calls the bidder for negotiations then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 9.4 Any Bid having validity lower than that specified above shall be rejected by ICAT as being non responsive. However, ICAT may request the Bidders in writing to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and without giving any reason thereof on exceptional cases. Conditional extension of bid validity shall not be accepted and ICAT reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.

10. Liquidity Damages:

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

amount of such damages from any monies due or to become due to the Supplier/Contractor (**Refer SI No. 5 of SCC**).

11. Determination of the Successful Bidder

- 11.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder.
- 11.2 In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual construction turnover of the last **3 F.Ys**' (2019-20, 2020-21, 2021-22). would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.

12. Contract Negotiations

- 12.1 If the bid is seriously unbalanced, front loaded or substantially below updated cost estimates in the opinion of the Employer, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and the works schedule proposed.
- 12.2 In such cases, Contract Negotiations shall be carried out with the successful bidder before the issue of Letter of Acceptance. In case the bid is front loaded as mentioned above, ICAT shall negotiate the price and may accept if the bidder offers a discount as 'lump sum price' on total bid price/subtotal or discount on specific item rates. No hike on the already quoted item rate shall be accepted during negotiation. In case the contract negotiation is failed in the opinion of the ICAT, ICAT shall intimate the same to the bidder in writing and shall invite the second lowest bidder to negotiate the Contract. If this fails, ICAT shall negotiate with the remaining responsive bidders in order of their relative ranking, subject to the right of the Employer to reject all the bids.
- 12.3 ICAT does not undertake to accept the lowest or indeed any bid.

13. Notification Of Award By Issuance Of "Letter of Acceptance"

- 13.1 Prior to the expiry of the period of Bid validity prescribed, ICAT shall issue to the successful Bidder the "Letter of Acceptance" (LoA) in duplicate, who will return one copy to ICAT duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract. Upon the issuance of the LoA, ICAT shall encash/redeem/request to extend the EMD amount/validity, as per the conditions of contract.
- 13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power/equipments at site.

14. Performance Bank Guarantee

Deleted

15. Issuance of "Notice To Proceed"

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

16. Returning of Earnest Money Deposit (Bid Security Amount):

- 16.1. The Earnest Money Deposit of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned along with their up-opened financial bids within 15 days after opening of the eligible financial Bids.
- 16.2. The Earnest money Deposit of the unsuccessful bidders in the **financial bid evaluation stage** shall be returned within 15 days, on the opening of financial bid.
- 16.3. The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 16.4. EMD of successful bidder will be returned on release of work order/ purchase order.

17. ICAT's Right to Accept/Reject Any or All Bidders and Divide the Contracts

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

18. Process to be Confidential

- 18.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 18.2 Any effort by a Bidder to influence ICAT or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.
- 18.3 Any effort by a Bidder to influence ICAT or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of Bid.

19. Payment Terms (Refer SI No. 14 of SCC):

Payment will be made against running account bills subject to deduction of retention amount (**Refer SI No. 14 & 15 of SCC**) and Statuary taxes, certified by the Owner's Engineer-in-charge/site-in-charge within 15 working days from the date of receipt of the certified bill by the disbursement section of the owner.

20. Billing Instruction:

All Bills and accompanying documents should be raised and submitted in original; as per

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

Documents with each bill:

Payment will be done against verified RA bills subject to availability of following documents:

1. Labour license & BOCW license as per applicability of ACT.
2. ESIC registration along with payment challans of bill period.
3. PF registration along with payment challans of bill period.
4. CAR policy
5. WC policy

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

21. Deviation In Terms of Payment

The Bidders offer must be as per the Terms of Payment given above. Any deviation from the above Terms of Payment shall not be entertained. Any offer with deviation from the above Terms of Payment shall be liable to disqualification by ICAT.

22. Scope of Work: As per Technical Requirement (As Per Annexure A)

23. Inspection and Completion of Works:

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

Technical and Financial Bid Evaluation Procedure

1. The technical bid envelop shall be then opened and the EMD shall be verified for specified value and validity. This will not give any right to the bidder to claim that he is successful in the bidding process. **The Financial bid envelops** shall be required to sign by **all the authorized** representatives and the same will be kept under the custody of ICAT. The technical Bids will be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Instruction to the bidders.
2. Refusal to sign on any of the bid envelopes by any of the bidder or his duly authorized representative may disqualify him from the process at the discretion of members of the tender opening committee present at the time of opening of the Bids.
3. The bids shall be declared to be 'Valid' or 'Invalid' at the conclusion of preliminary scrutiny process, at the discretion of the members of the tender opening committee present on the spot. The decision on declaring the bid is also subject to the submission of valid EMD of requisite amount and prima facie appearance of the bidding documents on totality.
4. Bids declared invalid shall be returned on the spot to the respective bidders. In case, the Bidder or it representative whose Bid has been declared invalid is not present at the time of opening of the Bids, the Bid shall be returned to the Bidder duly intimating him to collect the same from ICAT.
5. The conditional acceptance of any bid that does not meet the above preliminary acceptance criteria shall solely rest with ICAT, in case of submission of substantially responsive bid in the opinion of ICAT, supported with adequate documental evidence/certification of bidder in writing.
6. Refusal to any of the decision of ICAT by any of the bidder or his duly authorized representative may disqualify him from the bidding process at the discretion of members of the tender opening committee present at the time of opening of the Bids.
7. Decision of ICAT shall be final and No correspondence or claim whatsoever from such/any Bidders shall be entertained or responded by ICAT.

Clarification on Technical Bid Evaluation

1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Employer may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.
2. No change in the substance of the bid shall be sought, offered, or permitted and No additional/fresh information shall be sought by ICAT, if considered/rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
3. If a bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

Technical Bid Evaluation

1.1 Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify bidders. No other methods, criteria and factors shall be used. The Evaluation will be based on the criteria regarding the bidder's eligibility, financial position, experiences, as demonstrated by the bidder in the Bidding Document. The bidder shall provide all the information requested in the said Forms without any material alterations to the text. The Employer, however, reserves the right to waive minor deviations, if they do not materially affect the capability of a bidder to perform the Contract.

Financial Bid Opening Procedure

1. The Financial Bids of all the qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
2. All the qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bid.
3. Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
4. Financial Bids of the qualified Bidders shall be opened in the presence of bidders or their authorized representatives.
5. Absence of bidders or their authorized representatives shall not legally impair the process.
6. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
7. Each qualified Bidder or their authorized representative shall be required to sign on the Bid price declaration sheet, against their respective price declared and also on the financial bid submission forms of all the bids. Any Bidder objecting to the same shall be disqualified.
8. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

Financial Bid Evaluation

1. The responsiveness of the bid shall be assessed based on the submission, on the latest financial format in case revised by addenda. For the evaluation of the Financial Bids, the eventual Bid prices shall be ascertained after considering all the terms and conditions associated with the Bid price specified in the Financial Bid document (such as unit, quantity, rate and total) and after detailed scrutiny of the financial bid.
2. For evaluation of bid prices, ICAT shall consider the item rate up to the fraction of 2 decimals.

Procedure for Arithmetical correction

3. ICAT reserves the right to include or exclude any component of the financial bid or the price quoted by the Bidder, and/or, loads the bid price as per its discretion to bring the bids at a common platform and to ensure level playing of bids to work out the Bid Price for evaluation and comparison of bid prices.
4. if there is a discrepancy between the sub total/s and the total price that is obtained by multiplying the unit price and quantity/adding the sub total/s, the sub total/s shall prevail and the total price shall be corrected, unless in the opinion of the Employer that there is an obvious misplacement of the decimal point in the sub total price, in which case the total price as quoted shall govern and the sub total/s shall be corrected;
5. If there is an error in a total, corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
6. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (4) and (5) above.
7. The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
8. If a discount is offered in a financial proposal, such discount will be applied on prorata basis against each item of the financial form except the price part/s not considered for the "Total price for the package".
9. In case an additional component is loaded by the bidder on its bid price, after totaling the prices of schedules, such sum shall be applied on prorata basis on all the items to work out the item rates.

General Terms & Conditions

1. This Tender Document (“Tender Document”) is being issued by International Centre for Automotive Technology, Manesar for the selection of a successful bidder for **“Treating RCC Floor with Concrete Densification with Sodium Silicate at ICAT centre-2, Manesar (Haryana)”** (herein after collectively referred to as the “Works”).
2. The information contained in this Tender Document is being provided for the limited tendering purposes of enabling the suitable parties (**“Bidders”**) to submit a binding proposal (**“Bid”**) for performing, executing and implementing the Works and for no other purpose. In no circumstances shall ICAT, or its advisers, consultants, contractors, employees and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the selection procedure.
3. The possession of the Tender Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this Tender Document shall be construed as legal, financial or tax advice. ICAT will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.
5. Laws of the Republic of India are applicable to this Tender Document. The courts at Gurgaon shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
6. Each Bidder’s acceptance of delivery of this Tender Document constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this Tender Document, the recipient agrees that this Tender Document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
7. **Amendment To Tender Document**
Addenda / Corrigenda to the Tender Document may be issued by ICAT prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document and ICAT at its discretion may or may not extend the deadline for submission of tenders
In case after issuance of addenda / corrigenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify it’s Bid on the basis of the addenda / corrigenda and the addenda / corrigenda have been taken into account.
8. **Bid Evaluation:**
Bid evaluation system bidders who qualify technical evaluation will be qualified for next part of evaluation i.e. financial part. The Lowest financial bid of the technically qualified bids shall be deemed as the successful bidder (“Successful Bidder”). However ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases.
9. **ICAT ’s Right To Accept or Reject Any or All Bidders**
ICAT reserves the right to accept or reject any bid, and to annul the tender

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

10. Force Majeure

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

Force Majeure shall not include:

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

Measures to be taken:

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration.

11 In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer.

12. Incomplete offer or noncompliance to our requirements and terms will be summarily rejected.

Special Conditions of Contract

Sl. No.	Conditions	Statements
1	Amount of Advance Payment as Mobilization advance	Up to Ten (10) % of the Accepted Contract Price against submission of Advance Bank Guarantee of 110 % of advance value, with a simple interest rate of 10% per annum on the balance outstanding against
2	The Default Interest Rate	10% Per Annum
3	The Defects Rectification Period, counted from the date of issue of Completion certificate.	2 Years from the date of Issuance of Completion Certificate.
4	Contractor Guarantee Period (Including subcontractor's warranty)	2 Years from the date of Issuance of Completion Certificate.
5	Liquidated Damages	0.5% of the final Contract Price Per Week beyond the completion date up to a maximum of 10% of final contract price.
6	Milestone Event	To be given by contractor as per Annexure B.
7	ICAT Representative for works	As appointed by ICAT.
8	Project Site	International Centre For Automotive Technology, ICAT Centre - 2, Plot No 1, Sector -11, HSIIDC Manesar, Gurgaon 122050 (Haryana – India).
9	Time for Completion	60 Days from the date of issue of Notice to proceed.
10	Address for Communication	The Director, International Centre for Automotive Technology (ICAT), PlotNo#26, Sector-3, HSIIDC, IMT Manesar, Gurgaon- 122050, Phone:+91-124-4586-111, FAX:+91-124-2290005. Email: purchase@icat.in .
11	Amount of Performance Guarantee	NIL
12	Period of Performance Bank Guarantee	Deleted
13	Date of return of the Performance Guarantee	Deleted
14	Percentage to be retained as Retention Amount	Ten (10) % of each Interim Payment Certificate (gross) Limiting to Five (5) % of the Accepted Contract Amount.

15	Date of release of the Retention Amount	(i) 50% after completion certificate from ICAT (ii) Balance after final settlement of all issues.
16	Contractors responsibility	Works shall be as directed by the Engineer In- charge ICAT. Any damage caused to the installations on ground/UG shall be repaired at contractor's cost.
16	Property in excavated material	Decision regarding any valuable property found while excavation will be taken by ICAT management.
17	Applicable Clearances that are ICAT Responsibility	<i>Only the statutory approvals in respect of ICAT.</i>
18	Sub Contractor's Warranty	<i>The vendor selected by the contractor and further approved by ICAT shall essentially be a subcontractor and bound to execute the warranty as per Sr. No. 4 of SCC. The period of warranty shall be 2 Years (24 Months) from the date of completion of defect rectification period.</i>
19	Key Personnel to be deputed by Contractor	Site Engineer (Civil Engineering Diploma/Degree Holder having experience of minimum 2 years) and Supervisor.
20	Claims	No claims, including price variation etc. are permitted during the execution of works within the fixed completion period as mentioned in the Purchase Order and also in the extended period in case the extension is granted on account of contractor's delay.
21	Maximum Liquidated Damages	Maximum 10% of the final Contract Price @ 0.5% per week.
22	Variation of quantities	ICAT reserves right to vary the quantities of items in Excess of or less than the quantities mentioned in the contract agreement.
23	Contractor's Changes	NIL

24	Valuation of Changes	<ul style="list-style-type: none"> ➤ New Rate or Price shall be derived from any relevant rates or prices in the Contract. ➤ New Rate or Price shall be derived from reasonable Cost of executing the work, together with reasonable profit, taking into account any other relevant matters as per CPWD's norms. ➤ Rates or prices shall be those in the Contract of that particular omitted item of work.
25	Payment against materials stored at site	<p><i>Can be considered only against the actual cost of materials and payment up to 60% of the actual material cost may be considered.</i></p> <p><i>The payment shall be done separately OR may be clubbed with the monthly payment certificate, as per the discretion of the ICAT Representative.</i></p>
26	Mode of Payment	<p><i>Payment will be made through account Payee Cheque, payable at par against running account bills certified by the Engineer-in-charge/site-in-charge within 15 working days from the date of receipt of certified bill by the disbursement section of the owner.</i></p>
27	Currency of Payment	<p>Indian Rupees Only.</p>
28	Repayment of Advance amount	<p>Repayment of Advance amount towards mobilization shall be made in 3 equal installments, by way of A/c. Payee cheque/DD, payable at Manesar, in favor of 'International Centre for Automotive Technology', within 2 months from the date of issue of such advance payment. The payment shall be accepted on first week of every alternate month, counted from the date of release of advance payment.</p>
29	Electricity Charges	<p>To be borne by contractor.</p>

Documents with each bill:

Payment will be done against verified RA bills subject to availability of following documents:

1. Labour license & BOCW license as per applicability of ACT.
2. ESIC registration along with payment challans of bill period.
3. PF registration along with payment challans of bill period.
4. CAR policy
5. WC policy

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

In case of any technical query or site visit your feel free to contact:

Contact Person: Mr. Anurag Jain, Ms. Smita Sharma & Mr. Vishnu Chakrvariti

Contact No. : +91 9560597755,+91 8800682288 & +91-8875543234

Email ID: anurag.jain@icat.in, smita@icat.in & vishnu.chakrvariti@icat.in



Annexure A

Technical Specification and Scope of Work

Scope of Work for “Treating RCC Floor with Concrete Densification with Sodium Silicate ICAT centre-2”, Manesar (Haryana)”
<p>Charges for Treating RCC floor with concrete densification with sodium silicate as per below details: Concrete floor buffing & polishing the cured concrete surface using trowel, grinding and polishing system, initial grinding with diamond polishing pads & grits, cleaning to remove loose particles, dust etc. lightly opening up the pores providing & applying construction chemical sodium based liquid densifier to clean concrete surface polishing with polishing tools in series.</p>

LIST OF ITEM MAKE

The list of item is given below for reference purpose only and the bidder may choose any other make as appropriate. In all the cases, the successful bidder shall have to take prior approval from Engineer In-Charge of Project (ICAT) for such items listed below.

Sl.	Description of Items	Approved Makes
1.	Liquid Densifier Sodium Silicate	Pidilite, BASF, MYK or equivalent

The bidder shall get approve the makes of specified work from ICAT in case make of that item is not mentioned but shall be required to complete as per scope of work and drawings. The ICAT shall reserve the right to approve stringent makes whatsoever it may be. The bidder shall be bound to accept stringent provisions without any extra costs as per provision of tender conditions.

Annexure-B
Project Time Schedule

“Treating RCC Floor with Concrete Densification with Sodium Silicate at ICAT Centre-II”

SI No.	Activity	Work Order day "D"	D+15 Days	D+30 Days	D+45 Days	D+60 Days
1	—					
2						
3						
4						
5						

Annexure C - Financial Bid

“Treating RCC Floor with Concrete Densification with Sodium Silicate at ICAT centre-2”, Manesar (Haryana)”

Scope of Work					
S. No.	Description	Unit	Qty.	Unit Rate (INR)	Total Value (INR)
1	<p>Charges for Treating RCC floor with concrete densification with sodium silicate as per below details:</p> <p>Concrete floor buffing & polishing the cured concrete surface using trowel, grinding and polishing system, initial grinding with diamond polishing pads & grits, cleaning to remove loose particles, dust etc. lightly opening up the pores providing & applying construction chemical sodium based liquid densifier to clean concrete surface polishing with polishing tools in series.</p>	Sqm	2100		
Total Value (INR)					
GST%					
Grand Total Inclusive of GST (INR)					

Annexure-D

{Format for *each* of the Declarations to be typed on bidder's letter head separately and to be submitted in the tender document}

DECLARATION -1

(Declaration regarding Make in India)

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

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

(Signature of the bidder with seal/ rubber stamp)

DECLARATION-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.