

Tender Document

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Annexure - A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Modification of Hazardous Waste and E-Waste Materials Store and Modification of Scrap Yard at ICAT Centre - 2, Manesar (Haryana) under Tender No. ICAT/T/CIVIL/2024-25/119.”**

Detailed Scope of Work (Scope of Work/BOQ):

Sr. No.	Item Description	Unit	Quantity
1	Earth works in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	Cum	40.00
2	Excavating, supplying, stacking and filling of local earth (including royalty) by mechanical transport up to a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in foundation trenches, plinth, sides of foundation etc. complete for all lift	Cum	35.00
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 cement: 3 coarse sand (zone-iii) derived from natural sources: 6 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	10.00
4	Centering and shuttering include strutting, propping etc. and removal of form for:		
(i)	Foundations, footings, bases for columns	Sqm	18.00
(ii)	Lintels, beams, plinth beams, girders, bressummers and cantilevers	Sqm	16.00
(iii)	Columns, piers, abutments, pillars, posts and struts	Sqm	17.00
5	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level: 1:1.5:3 (1 cement : 1.5 coarse sand (zone-iii) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources) Make of cement: Ultratech or equivalent approved by engineer-in-charge.	Cum	17.00

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6	Steel reinforcement for RCC work includes straightening, cutting, bending, placing in position and binding all complete up to plinth level. Thermo-mechanically treated bars of grade fe-500D or more. Make: Jindal, Sail or equivalent	KG	1,100.00
7	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand (zone- iii) derived from natural sources: 6 graded stone aggregate 20 mm nominal size derived from natural sources) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	Sqm	20.00
8	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. Make: Jindal, Apollo or equivalent approved by engineer-in-charge.	KG	1,500.00
9	Providing and fixing precoated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-Charge) of total coated thickness 0.50mm (base metal of minimum 0.45mm thickness with total coating thickness of 0.05mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mPa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. The sheet should have a protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied to a single length up to 12 meters or as desired by Engineer-in-charge. The sheet shall be fixed using self-drilling /self-tapping screws of size (5.5x 55 mm) with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. Make: Jindal JSW or equivalent approved by engineer-in-charge.	Sqm	55.00
9 (a)	Gutter (600 mm over all girth)	RMtr	6.60
10	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5. Cement mortar 1:6 (1 cement: 6 coarse sand)	Cum	20.00
11	Half brick masonry with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement :4 coarse sand)	Sqm	30.00
12	12 mm cement plaster of mix. 1:6 (1 cement: 6 fine sand)	Sqm	385.00

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13	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied 1.67 liter/10 sqm over and including priming coat of exterior primer applied @0.90 liter/10 sqm). Make: Asian paints or equivalent approved by engineer-in-charge.	Sqm	385.00
14	Providing and applying white cement-based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. Make: Birla White or equivalent approved by engineer-in-charge.	Sqm	385.00
15	Providing and laying of 150 mm thick soling of 40-60mm bolder stones including gap filling with fine sand and compaction complete.	Sqm	82.00

Approved Makes

SI. No.	Material	Approved Make
1	Cement	Ultratech / Lafarge / ACC or equivalent
2	TMT Reinforcement steel (Fe 500 or Fe 550)	Sail /Tata / Jindal or equivalent
3	Structural Steel	Sail / Tata / Jindal / Apollo or equivalent
4	PPGI Sheet / GI Sheets	Jindal / JSW / Everest or equivalent
5	Hardware for Door and Sliding arrangement	Godrej / Dorset / Ozone or equivalent
6	Gypsum Board and Studs for gypsum partitions	Gyproc / USG Boral / Armstrong or equivalent
7	Flush Doors / Ply Board / MDF Board / HDMMR Board	Century / Green ply / Action Tesa or equivalent
8	Aluminum Partitions / Aluminum Sections	Jindal / Hindalco or equivalent
9	Vitrified / Ceramic Tiles	Kajaria / Jhonson / Somany or equivalent
10	Glass	Saint Gobain / Modi or equivalent
11	PVC/CPVC Pipe	Prince / Finolex / Prakash / Astral or equivalent
12	ACP sheet	Alstone / Urobond or equivalent
13	Paint	Asian Paints / Berger / Nerolac or equivalent
14	Water proofing compound	Dr.fixit / Fosroc / Sikka / BASF or equivalent
15	Floor Hardener	Fosroc or Equivalent
16	Wall Putty	Birla / JK / Sakarni or equivalent

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17	Gypsum Plaster / POP	Gyproc / Sakarni / Birla / Asian or equivalent
18	Expansion joint treatment / Sealant / Poly-sulphide	Fosroc / Sikka / BASF / Dr Fixit / Pidilite or equivalent
19	Silicon sealant	Dowsil 789 / Dow corning / wacker or equivalent

Special Note:

- The Bidder shall ensure that all materials supplied for the work are new, free from defects and faults, and conform to the specified requirements. Prior approval from the ICAT Representative shall be obtained before the supply or use of any materials.
- The bidder shall ensure that all materials required for the work to be supplied shall be new and free from all defects and faults, Prior approval will be taken from ICAT Representative before supply or use the material.

For site visit or any technical queries related to this tender, please contact the undersigned.

Contact Person: Mr. Vishnu Chakrvarti & Ms. Smit Sharma

Contact No. +91 8875543234/+91 8800682288

Mail ID: vishnu.chakrvarti@icat.in & smita@icat.in

Other Terms and Conditions:

1. The brand quoted should not be "end-of-life" or "end-of-sale" products at the time of bid submission. Should the quoted brand become unavailable at the time of delivery, the bidder will kindly replace or substitute the quoted brand with a superior alternative at no additional cost.
2. The bidder is requested to quote the products exactly as per the tender specifications. It is important to submit complete technical details, including the brand, specifications, and any technical literature that clearly highlights the specifications, along with the technical bid. A Statement of Compliance should be provided for each item in the prescribed format outlined in the Technical Specification. The compliance statements should be supported by genuine documents. Kindly ensure that each page of the bid, along with any cuts or corrections, is duly signed and stamped by the authorized signatory. Failure to comply with these requirements may lead to the rejection of the bid.
3. The product specifications and brand mentioned above are the only criteria considered acceptable for evaluation. Bids that include alternative brands will be considered non-compliant and disqualified for not meeting the product requirements. Please ensure that the signed and stamped compliance sheet of the technical specifications, along with printed technical literature, is enclosed with the bid.

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4. **Site Visit:** Bidders are strongly recommended to visit the project site before submitting their bids. This will provide an opportunity to assess the existing conditions, understand the scope of work, and familiarize themselves with any site-specific requirements. The bidder shall schedule a site visit with the designated project coordinator/representative at least **7 days prior to the bid submission timeline**. The bidder is responsible for arranging their visit and ensuring that they gather all necessary information regarding the site conditions, which may affect the execution of the work. Failure to conduct a site visit or to consider the site conditions in the bid may result in an incomplete understanding of the project, and as such, any claims for additional costs arising from unvisited site conditions will not be entertained.

5. **Warranty/Guarantee Condition:** The bidder shall provide a comprehensive warranty for the entire activity as defined in the bid document, covering both materials and workmanship. The warranty period shall commence from the date of successful completion and handover of the sheds and shall remain valid for a minimum of **2 Years (24 Months)**.
 - **Warranty Period:** The successful Bidder shall provide a warranty for the **entire activity as defined in the bid document**, which shall be effective for a period of **2 Years (24 Months)** from the date of final acceptance or handover by ICAT, whichever is later.
 - **Scope of Warranty:** The warranty shall cover all materials, workmanship, and performance of the entire activity as defined in the bid document, including any defects or failures due to faulty materials or workmanship during the warranty period. The Bidder shall repair, replace, or rectify, at their own cost, any defects or failures that arise within the warranty period.
 - **Exclusions:** The warranty shall not cover damages resulting from misuse, accidents, natural disasters, unauthorized modifications, or improper maintenance by the ICAT or third parties.
 - **Guarantee of Materials:** The Bidder guarantees that all materials used in the entire activity as defined in the bid document are new, free from defects, and of the highest quality. In case any material proves to be defective or unsuitable, the Bidder shall replace it at no additional cost to ICAT.
 - **Response Time for Repairs:** In the event of a defect, the Bidder shall respond promptly and carry out the necessary repairs or replacements within 15 days from the date of notification by ICAT.
 - **Performance Guarantee:** The Bidder guarantees that the entire activity will perform as specified in the Tender Document and any deviations or failures in performance shall be rectified during the warranty period at no cost to ICAT.

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- **Liability:** The Bidder shall be liable for any costs or damages arising from defects or failures during the warranty period, including but not limited to direct, indirect, and consequential damages.
- **Extension of Warranty:** In case repairs or replacements are made under warranty, the warranty period for the repaired or replaced parts shall be extended for an additional 6 Months from the date of completion of repairs.
- **Final Acceptance:** Final acceptance of the entire activity as defined in the bid document will only occur after successful completion of all works and repairs, as well as confirmation that the facility meets all agreed-upon specifications and performance standards.

6. Modification of Hazardous Waste, E-Waste Materials Store and Scrap Yard Completion Period:

- **Completion Period:** The successful Bidder shall complete the entire activity as defined in the bid document within a period of **60 days** from the date of the issuance of NTP (Notice to Proceed) or as specified in the Tender Document.
- **Time is of the essence:** The completion of the work within the stipulated time frame is critical. Any delay in completion, without prior written approval from ICAT, may result in penalties, termination of the contract, or other actions as deemed appropriate by ICAT.
- **Extension of Time:** If the Bidder anticipates delays in completing the work within the specified period, they must notify ICAT in writing at least **15 days** before the scheduled completion date, providing valid reasons for the delay. Extension of time may be granted at ICAT's sole discretion, subject to the Bidder's justification for the delay and any mitigating actions taken.
- **Penalties for Delay:** If the work is not completed within the prescribed completion period or any granted extension, the Bidder shall be liable to pay a penalty of **0.5%** of the total contract value for each week of delay, subject to a maximum of **10%** of the total contract value. The penalty will be deducted from the final payment.
- **Milestones and Progress Monitoring:** The Bidder is required to submit a detailed project timeline, including key milestones and deliverables, at the time of contract award. Progress of work will be monitored against these milestones, and failure to meet any milestone without valid justification may result in penalties or contract termination.
- **Completion and Handover:** The Bidder must notify ICAT in writing upon completion of the entire activity as defined in the bid document. A joint inspection will be conducted by ICAT and the Bidder to verify that the work has been completed in accordance with the contract specifications. The final completion date will be recorded after this inspection.
- **Interim Completion:** In cases where the entire activity as defined in the bid document can be completed in phases or stages, interim completion may be accepted

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for portions of the work. However, the Bidder must notify ICAT and obtain approval for each phase or stage completion. The overall completion timeline will still be governed by the full scope of the work.

- **Force Majeure:** In the event of delays caused by unforeseen circumstances beyond the control of the Bidder, such as natural disasters, strikes, or government-imposed restrictions, the Bidder must immediately notify ICAT of the event and request an extension of time. ICAT will evaluate the situation and may grant an extension based on the circumstances.
- **Completion Certificate:** Upon successful completion of the entire activity as defined in the bid document and final inspection by ICAT, the Bidder will be issued a Completion Certificate. The date of issuance of this certificate will be considered the official completion date for all contractual purposes, including the commencement of warranty periods.
- **Liabilities After Completion:** Any defects or issues that arise within the warranty period shall be addressed by the Bidder at no additional cost to ICAT, even if such issues arise after the formal completion of the work. The Bidder remains liable for rectifying any defects during the warranty period as per the terms outlined in the Tender Document.
- **Final Payment:** The final payment to the Bidder will be made upon successful completion of all work, subject to the inspection and approval of ICAT. The payment will only be processed after the issuance of the Completion Certificate and the rectification of any defects identified during the final inspection.
- **Contract Termination for Delays:** If the Bidder fails to complete the work within the stipulated time frame, including any granted extensions, ICAT reserves the right to terminate the contract, and the Bidder shall be liable for any costs incurred by ICAT to complete the work.

7. Liquidity Damages (LD) Clause:

- The bidder shall complete the “**Modification of Hazardous Waste, E-Waste Materials Store and Scrap Yard**” within the agreed-upon completion period of **60 days** from the date of the issuance of the NTP (Notice to Proceed) from Site In-Charge, unless otherwise mutually agreed in writing. In the event that the bidder fails to complete the work within the specified timeframe, the bidder shall be liable to pay liquidated damages (LD) to the client for the delay.
- The liquidated damages shall be calculated at a rate of **0.5%** of the total contract value for every week’s delay, up to a maximum of **10%** of the total contract value. The liquidated damages shall be deducted from the final payment to the bidder.
- The imposition of liquidated damages shall not preclude ICAT from pursuing any other remedies or seeking compensation for any losses or damages incurred because of the delay, nor shall it limit or affect ICAT's right to terminate the contract for cause, if deemed necessary.

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- In the event of delay caused by factors beyond the control of the bidder, such as force majeure events (e.g., natural disasters, strikes, etc.), the bidder must notify the client in writing within **7 days** of the occurrence, and an extension of time may be granted without penalty, subject to the client's approval.

8. PBG (Performance Bank Guarantee Clause):

- The successful bidder shall, provide a Performance Bank Guarantee (PBG) in favor of ICAT, to ensure the proper performance and fulfillment of the contract terms, including the satisfactory completion of the work as per the specifications outlined in the tender document.
- The PBG shall be issued by a reputable bank and shall be valid for a period of **24** months from the date of completion of the work, with a claim period of **3** months thereafter. The value of the PBG shall be **5%** of the total contract value and shall be submitted in the prescribed format.
- In the event that the bidder fails to fulfill the contract terms, or if the work is not completed to the satisfaction of ICAT, the Performance Bank Guarantee may be forfeited, in whole or in part, as liquidated damages to cover any losses, penalties, or costs incurred by ICAT.
- The PBG shall be returned to the bidder upon successful completion of the work and after the expiration of the warranty period, subject to the fulfillment of all contractual obligations and after the issuance of a no-objection certificate by ICAT.

9. **Project Site:** International Centre For Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122050 (Haryana).

10. **Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122050 (Haryana), **GST No. 06AABAN9435G2ZI**

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Annexure B

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 34,000/- (Rupees Thirty-Four Thousand Only) can be submitted in form of **DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology"**, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or **Online through RTGS/NEFT/Internet Banking** in Beneficiary Name **"International Centre for Automotive Technology"**.

Or

In lieu of a Bid Security/EMD, Bidders may submit a Bid Securing Declaration in the format provided in "Form V," in which they acknowledge and agree that, should they withdraw or modify their Bids during the validity period, fail to sign the contract upon being awarded the contract, fail to fulfill any contractual obligations, or fail to submit the required performance security by the deadline specified in the Tender Document, they shall be suspended for a period of twelve (12) months from the date of bid opening from being eligible to submit Bids for any future contracts issued by ICAT.

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 34,000/- through NEFT/RTGS)

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

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

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

Key Note's

- *The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.*
- *Cheque/Money Order/Cash shall not be accepted as EMD.*
- *A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.*
- *A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "Form V" will be construed as non-compliant bid and should be rejected.*
- *The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.*

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

- *The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity or on submission of false documents/undertaking.*
- *Without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions thereto.*
- *After opening of the financial bid, alters the quoted rates/conditions in the Bid.*
- *Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.*
- *Does not reply to any queries that may be raised after opening of technical/financial bids.*

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- *If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".*

Annexure C

Eligibility & Technical Evaluation Criteria

Eligibility Criteria: The following mentions the pre-qualification criteria. A bidder participating in the procurement process shall possess the following pre-qualification/minimum eligibility criteria: Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for technical evaluation.

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

- 1. Legal Valid Entity:** The bidder shall necessarily be a legal valid entity in the form of a proprietary firm, partnership firm, private limited company, or agency (enclose a copy of the registration or incorporation certificate with the technical bid).
- 2. Financial Capability:** The bidders should have an average annual turnover of **INR 21 Lakhs** in the last three consecutive financial years (**FY 2021-22, 2022-23, and 2023-24**). The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
- 3. Technical Capability:** The bidder must be a company that has a minimum of 3 Years of experience in supplying and executing projects of a similar nature.

The bidder must have successfully completed construction work of similar nature in the **last 5 financial years** of the costing not less than the below

Completion of at least 3 works, each valued at no less than ₹4.55 Lakhs.

Or

Completion of at least 2 works, each valued at no less than ₹5.70 Lakhs.

Or

Completion of at least 1 work, valued at no less than ₹9.10 Lakhs.

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4. The bidder must have a presence in Delhi/NCR with a dedicated technical support team. The bidder must have qualified technical personnel with experience to provide services in the Delhi/NCR region.
5. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any disputed private organization or institution in India. A declaration must be submitted to this effect with the tender document.

Bidders to Comply with:

6. 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>).
7. 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>).

Bid Rejection Criteria:

- Bids without EMD or Non-Submission of Bid Security Declaration Form “Form V” would be rejected.
- Not having minimum qualification criteria mentioned in “Pre-qualification/Minimum Eligibility Criteria.”

Bid Evaluation:

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

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Technical Bid Evaluation Parameters

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

Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Specifications as Specified in the "Annexure A" of the Bid Document	35
Bidder's Experience	Past Experience of Similar Nature of Work Executed 3 Order (Minimum) – 20 Marks > 3 up to 5 Orders – 22 Marks More than 5 Orders – 25 Marks	25
	Experience (No. of years) 3 Years (Min.) – 10 Marks > 3 up to 5 Years– 12 Marks More than 5 Years- 15 Marks	15
	Positive Feedback 2 Positive Feedback (Min) – 5 Marks > 2 Up to 4 Positive Feedback – 7 Marks More than 4 Positive Feedback – 10 Marks	10
Financial Capability	Financial Capability (Avg. of last 3 years – FY 2021-22, 22-23 & 23-24) 21 Lakhs (Minimum) - 10 Marks >21 Lakhs up to 30 Lakhs - 12 Marks >30 Lakhs - 15 Marks	15
Grand Total		100
Qualified (Yes/No)		

"Similar Nature" is defined as: Construction of sheds or building or any civil construction work including Brick and RCC work for any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization in India.

For site visit or any technical queries related to this tender, please contact the undersigned.

Contact Person: Mr. Vishnu Chakrvarti & Ms. Smit Sharma

Contact No. +91 8875543234/ +91 8800682288

Mail ID: vishnu.chakrvarti@icat.in & smita@icat.in

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Annexure – D

Specific Conditions of Contract

1. Site Visit

- 1.1 Bidders are strongly recommended to visit the project site before submitting their bids. This will provide an opportunity to assess the existing conditions, understand the scope of work, and familiarize themselves with any site-specific requirements. The bidder shall schedule a site visit with the designated project coordinator/representative at least **7 days prior to the bid submission timeline**. The bidder is responsible for arranging their visit and ensuring that they gather all necessary information regarding the site conditions, which may affect the execution of the work. Failure to conduct a site visit or to consider the site conditions in the bid may result in an incomplete understanding of the project, and as such, any claims for additional costs arising from unvisited site conditions will not be entertained.
- 1.2 **Address of the Project Site:** Near NVH Lab at ICAT Centre – 2, Manesar, Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram (Manesar).

2. Time Schedule for Completion of Work

- 2.1 **Completion Period:** The successful Bidder shall complete the entire activity as defined in the bid document within a period of **60 days** from the date of the issuance of NTP (Notice to Proceed) or as specified in the Tender Document.
- 2.2 **Time is of the essence:** The completion of the work within the stipulated time frame is critical. Any delay in completion, without prior written approval from ICAT, may result in penalties, termination of the contract, or other actions as deemed appropriate by ICAT.
- 2.3 **Extension of Time:** If the Bidder anticipates delays in completing the work within the specified period, they must notify ICAT in writing at least **15 days** before the scheduled completion date, providing valid reasons for the delay. Extension of time may be granted at ICAT's sole discretion, subject to the Bidder's justification for the delay and any mitigating actions taken.
- 2.4 **Penalties for Delay (LD):** If the work is not completed within the prescribed completion period or any granted extension, the Bidder shall be liable to pay a penalty of **0.5%** of the total contract value for each week of delay, subject to a maximum of **10%** of the total contract value. The penalty will be deducted from the final payment.
- 2.5 **Milestones and Progress Monitoring:** The Bidder is required to submit a detailed project timeline, including key milestones and deliverables, at the time of contract award. Progress of work will be monitored against these milestones, and failure to meet any milestone without valid justification may result in penalties or contract termination.
- 2.6 **Completion and Handover:** The Bidder must notify ICAT in writing upon completion of the entire activity as defined in the bid document. A joint inspection will be conducted by

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ICAT and the Bidder to verify that the work has been completed in accordance with the contract specifications. The final completion date will be recorded after this inspection.

- 2.7 **Interim Completion:** In cases where the entire activity as defined in the bid document can be completed in phases or stages, interim completion may be accepted for portions of the work. However, the Bidder must notify ICAT and obtain approval for each phase or stage completion. The overall completion timeline will still be governed by the full scope of the work.
- 2.8 **Force Majeure:** In the event of delays caused by unforeseen circumstances beyond the control of the Bidder, such as natural disasters, strikes, or government-imposed restrictions, the Bidder must immediately notify ICAT of the event and request an extension of time. ICAT will evaluate the situation and may grant an extension based on the circumstances.
- 2.9 **Completion Certificate:** Upon successful completion of the entire activity as defined in the bid document and final inspection by ICAT, the Bidder will be issued a Completion Certificate. The date of issuance of this certificate will be considered the official completion date for all contractual purposes, including the commencement of warranty periods.
- 2.10 **Liabilities After Completion:** Any defects or issues that arise within the warranty period shall be addressed by the Bidder at no additional cost to ICAT, even if such issues arise after the formal completion of the work. The Bidder remains liable for rectifying any defects during the warranty period as per the terms outlined in the Tender Document.
- 2.11 **Final Payment:** The final payment to the Bidder will be made upon successful completion of all work, subject to the inspection and approval of ICAT. The payment will only be processed after the issuance of the Completion Certificate and the rectification of any defects identified during the final inspection.
- 2.12 **Contract Termination for Delays:** If the Bidder fails to complete the work within the stipulated time frame, including any granted extensions, ICAT reserves the right to terminate the contract, and the Bidder shall be liable for any costs incurred by ICAT to complete the work.

3. Amendment to the Tender Document

- 3.1 Addenda / Corrigenda to the Tender Document may be issued by ICAT prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document.
- 3.2 In order to afford prospective Bidders reasonable time for preparing their tenders after considering such amendments, ICAT may, at its discretion, extend the deadline for submission of tenders.
- 3.3 In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

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4. Validity of Bids

- 4.1 Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by ICAT as being nonresponsive. However, ICAT may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and ICAT reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- 4.2 If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified, and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 4.3 In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer. ICAT reserves right to finalise the technical scores by conducting such negotiations/seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical scores.

5. Liquidity Damages:

- 5.1 The bidder shall complete the “**Modification of Hazardous Waste, E-Waste Materials Store and Scrap Yard**” within the agreed-upon completion period of **60 days** from the date of the issuance of the NTP (Notice to Proceed) from Site In-Charge, unless otherwise mutually agreed in writing. In the event that the bidder fails to complete the work within the specified timeframe, the bidder shall be liable to pay liquidated damages (LD) to the client for the delay.
- 5.2 The liquidated damages shall be calculated at a rate of **0.5%** of the total contract value for every week’s delay, up to a maximum of **10%** of the total contract value. The liquidated damages shall be deducted from the final payment to the bidder.
- 5.3 The imposition of liquidated damages shall not preclude ICAT from pursuing any other remedies or seeking compensation for any losses or damages incurred because of the delay, nor shall it limit or affect ICAT's right to terminate the contract for cause, if deemed necessary.
- 5.4 In the event of delay caused by factors beyond the control of the bidder, such as force majeure events (e.g., natural disasters, strikes, etc.), the bidder must notify the client in writing within **7 days** of the occurrence, and an extension of time may be granted without penalty, subject to the client's approval.

6. Notification of Award By Issuance of “Letter of Acceptance/Purchase Order”

- 6.1 Prior to the expiry of the period of Bid validity prescribed, ICAT will issue to the Successful Bidder, the "Letter of Acceptance/Purchase Order" in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance to ICAT duly

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acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.

- 6.2 The Letter of Acceptance shall constitute a part of the Contract.
- 6.3 After the confirmation to the successful bidder, ICAT will promptly notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit.
- 6.4 No correspondence will be entertained by ICAT from the unsuccessful Bidders.

7. Issuance of "Notice To Proceed"

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

8. Performance Bank Guarantee

- 8.1 The successful bidder shall, provide a Performance Bank Guarantee (PBG) in favor of ICAT, to ensure the proper performance and fulfillment of the contract terms, including the satisfactory completion of the work as per the specifications outlined in the tender document.
- 8.2 The PBG shall be issued by a reputable bank and shall be valid for a period of **24** months from the date of completion of the work, with a claim period of **3** months thereafter. The value of the PBG shall be **5%** of the total contract value and shall be submitted in the prescribed format.
- 8.3 In the event that the bidder fails to fulfill the contract terms, or if the work is not completed to the satisfaction of ICAT, the Performance Bank Guarantee may be forfeited, in whole or in part, as liquidated damages to cover any losses, penalties, or costs incurred by ICAT.
- 8.4 The PBG shall be returned to the bidder upon successful completion of the work and after the expiration of the warranty period, subject to the fulfillment of all contractual obligations and after the issuance of a no-objection certificate by ICAT.
- 8.5 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of Contract.
- 8.6 The above Bank Guarantee should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG.

9. Quality Control of material and works

- 9.1 The supplier shall ensure that all materials required for the work to be supplied shall be new and free from all defects and faults, Prior approval will be taken from ICAT Representative before supply or use the material.
- 9.2 Repair and rectification work under the warranty clause shall be made by the contractor free of all charges at site including freight, insurance, and other charges.
- 9.3 **Providing & Fixing:** All materials required for the work including supply,

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transportation, unloading, shifting and fixing complete will be in scope of bidder.

10. Process to be Confidential

- 10.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract should not be disclosed to Bidders or other persons not officially concerned with such process.
- 10.2 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.
- 10.3 As part of his Technical Bid, the Bidder should be required to furnish an undertaking for confidentiality.

11. Payment Terms:

- 11.1 **RA Bills** – Payments shall be made in installments based on the progress of the work, as per the agreed milestone schedule. The contractor shall submit periodic invoices after the completion of each milestone, which will be subject to verification and approval by the ICAT. A retention amount of 10% of each progress payment will be withheld until the final completion of the work and successful handover. The retention amount will be paid upon issuance of the Final Completion Certificate, subject to the satisfactory completion of all work, including addressing any deficiencies identified during inspection.
- 11.2 The final payment to the Bidder will be made upon successful completion of all work, subject to the inspection and approval of ICAT. The payment will only be processed after the issuance of the Completion Certificate and the rectification of any defects identified during the final inspection.
- 11.3 All payments will be subject to applicable tax deductions at source (TDS), as per the prevailing tax laws. The contractor is responsible for ensuring compliance with all tax-related requirements. TDS certificates will be issued to the contractor as per the applicable laws and regulations.
- 11.4 In the event of non-submission of the Performance Bank Guarantee (PBG), ICAT reserves the right to retain 5% of the total contract value from the final invoice as performance security (retention) for a period of 24 months. The retention will remain enforceable until the successful completion of the warranty period.
- 11.5 No escalation in the contract price will be permitted, even if the project period is extended.

12. Contractor Warranty/Guarantee Period:

- 12.1 **Warranty Period:** The successful Bidder shall provide a warranty for the entire activity as defined in the bid document, which shall be effective for a period of 2 Years (24 Months) from the date of final acceptance or handover by ICAT, whichever is later.
- 12.2 **Scope of Warranty:** The warranty shall cover all materials, workmanship, and performance of the entire activity as defined in the bid document, including any defects or failures due to faulty materials or workmanship during the warranty period. The

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Bidder shall repair, replace, or rectify, at their own cost, any defects or failures that arise within the warranty period.

- 12.3 **Exclusions:** The warranty shall not cover damages resulting from misuse, accidents, natural disasters, unauthorized modifications, or improper maintenance by the ICAT or third parties.
- 12.4 **Guarantee of Materials:** The Bidder guarantees that all materials used in the entire activity as defined in the bid document are new, free from defects, and of the highest quality. In case any material proves to be defective or unsuitable, the Bidder shall replace it at no additional cost to ICAT.
- 12.5 **Response Time for Repairs:** In the event of a defect, the Bidder shall respond promptly and carry out the necessary repairs or replacements within **15 days** from the date of notification by ICAT.
- 12.6 **Performance Guarantee:** The Bidder guarantees that the entire activity as defined in the bid document will perform as specified in the Tender Document and any deviations or failures in performance shall be rectified during the warranty period at no cost to ICAT.
- 12.7 **Liability:** The Bidder shall be liable for any costs or damages arising from defects or failures during the warranty period, including but not limited to direct, indirect, and consequential damages.
- 12.8 **Extension of Warranty:** In case repairs or replacements are made under warranty, the warranty period for the repaired or replaced parts shall be extended for an additional 6 Months from the date of completion of repairs.
- 12.9 **Final Acceptance:** Final acceptance of the entire activity will only occur after successful completion of all works and repairs, as well as confirmation that the facility meets all agreed-upon specifications and performance standards.

13. Billing Instruction:

- All Bills and accompanying documents should be raised and submitted in original; as per the Payment Terms and should be accompanied by original copies of duly receipted/ certified Delivery Challan/ Work Progress or Completion Certificate, as applicable. No payment should be released against any duplicate bills, work progress report or Completion Certificate or delivery challan. All applicable taxes should be mentioned separately in the invoice.
- Following documents to be submitted along with the Invoice to ICAT:
 - Original Tax Invoice
 - Measurement Book with Abstract
 - Original Challan
 - E-Way Bill (If applicable)
 - Labour Compliances
 - Statutory Compliances

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14. Deviation to Tender Clauses

Bidders are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional Bid are liable to be rejected.

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

- The scope of Work should be as described under “Annexure A - Scope of Work”.
- The successful Bidder should perform, execute and implement the Works strictly in accordance with details and instructions of ICAT as per terms and conditions of the Contract.
- The Work should be carried out strictly in compliance with the requirements of the authorities concerned and deviation on any account will not be permitted.
- Subcontracting of any type is not allowed. Any subcontracting if utmost important and is required by the successful Bidder for performance, execution and implementation of the Works should be with the prior consent of ICAT.
- The successful Bidder should make his own arrangement to obtain all materials required for performing, executing and implementing the Works.

16. Inspection and Completion of Works:

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

17. Acceptance/Rejection of Tender

- ICAT does not bind itself to accept the lowest tender.
- ICAT also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- ICAT also reserves the absolute right to reject any or all the tenders at any time or solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of ICAT regarding the same shall be final and conclusive.

18. Corrections:

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All corrections in the schedule of rate should be initiated.

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19. Abnormal Rates:

The tender is expected to quote the rate for each item after careful analysis of the costs involved for the performance of the complete item considering technical specification and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specification for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless ICAT is convinced about the reasonableness of the unit rate scrutiny of the analysis for such unit rate to be furnished by the tender on demand. Notwithstanding anything there in stated, the rates once accepted by the ICAT shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

20. Firm Rates:

The rates quoted by the bidder shall remain firm till completion of all works even during the extended period, if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

21. Language of Bid:

The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English, supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authorized accurate translation of the relevant pages in English. For the purpose of interpretation of the bid, the translation shall govern.

22. Costing of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those cost, regardless of the conduct or outcome of the bidding process.

23. Fraudulent & Corrupt Practice

- 23.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and included collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.
- 23.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

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24. Lack of Information to Bidder:

The bidder shall be deemed to have carefully examined all contract documents/this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder his responsibility to fulfill his obligation under the Contract. Also Bidder is required to make his own estimates regarding all cost associated with the Project, if required through site visits. The ICAT shall not entertain any disputes in this regard after the bids have been submitted. ICAT retains the right to ask for any missing information during the evaluation process.

25. Clarification on Bidding Documents:

Bidder can seek written clarification before the date of submission of tender, to the email address: smita@icat.in & vikas.sharma@icat.in. The clarification shall be issued via e-mail to all the bidders by ICAT.

26. Amendment of Bidding Documents:

- 26.1 At any time prior to the deadline for submission of bids, Authority for any reason, whether at its own initiative or in response to the clarification requested by prospective Bidders may bid modify the bidding documents by amendment.
- 26.2 All prospective Bidders may be notified of the amendment and such modifications will be binding on them. All the amendment related to this Tender shall be shared you via e-mail.
- 26.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICAT, as its own discretion, may extend the deadline for the submission of bids.

27. Contractor Obligations:

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank Guarantee within the time limit prescribed by the ICAT, ICAT reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this contract.

28. Compliance with Statutes and Statutory Declaration:

- 28.1 If the Supplier/Contractor intends to obtain the services of contract Labour, it shall obtain requisite license under the Contract Labour (Regulation & Abolition) Act, 1970 and get the aforementioned license renewed from time to time as and when due from the appropriate authority and shall keep valid and produce the same when called upon to do so by ICAT.
- 28.2 The Supplier/Contractor shall alone be responsible for payment to the personnel engaged by it, including wages / salary / reimbursements and other statutory payments, including payments on account of employee state insurance, provident fund, gratuity and such other benefits as may be applicable to such personnel from time to time.

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- 28.3 The Supplier/Contractor shall, in respect of all Labour employed by him comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, Workman's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labour (Regulations and Abolition) Act 1970, Employee's Provident Fund Act, and any other Act, Rules or Regulations for the Labour as may be enacted by the Government, or any modification thereof, or any other law relating thereto and rules made there under from time to time, as may be applicable.
- 28.4 ICAT shall, on a report from the competent authority have the power to deduct from the monies due to the Supplier/Contractor any sum notified under the provisions of any of the above-referred relevant Acts/rules.
- 28.5 The Supplier/Contractor shall, without limiting its obligations and responsibilities under the Purchase Order / Works Order, and at its own cost, insure and keep insured its personnel so engaged to do the Works against all liabilities for death or injury whatsoever, on account of any accident in the course of performing its obligations under the Purchase Order / Works Order or otherwise at all times. ICAT shall not be responsible and be held liable for any such death, injury or accident to the personnel engaged by the Supplier/Contractor. In the event ICAT is made liable to pay any damages or compensation in respect of such employees, the Supplier/Contractor hereby agrees to reimburse ICAT such damages or compensation, on demand from ICAT.
- 28.6 The Supplier/Contractor shall indemnify ICAT against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid.
- 28.7 Payment will be done against verified bills subject to availability of the following documents if applicable on awarded Purchase/Work Order:
- Original Tax Invoice
 - Measurement Book with Abstract
 - Original Challan
 - E-Way Bill (If applicable)
 - Labour Compliances: Labour license & BOCW license as per applicability of ACT.
 - Statutory Compliances
 - ESIC registration along with payment challans of bill period.
 - PF registration along with payment challans of bill period.
 - CAR policy
 - WC policy
 - ICAT is not responsible for any delay in payment or nonpayment of bill or any amount deduction due to non-availability of above documents. So, contractor has to ensure to submit above documents along with all bills.

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29. Exemption & Preference:

29.1 MSME Exemption Applicability: If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.

29.2 Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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Annexure - E
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 **“Modification of Hazardous Waste and E-Waste Materials Store and Modification of Scrap Yard at ICAT Centre - 2, Manesar (Haryana)”** (hereinafter collectively referred to as the “Works”).
2. The information contained in this Tender Document is being provided for the limited tendering purposes of enabling the suitable parties (“**Bidders**”) to submit a binding proposal (“**Bid**”) for performing, executing and implementing the Works and for no other purpose. In no circumstances shall ICAT, or its advisers, consultants, contractors, employees and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the selection procedure.
3. The possession of the Tender Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
4. The information provided does not purport to be comprehensive nor has it been independently verified. This Tender Document shall not be construed as legal, financial, or tax advice. ICAT shall not be liable for any costs or expenses incurred by the Bidders in connection with the preparation and submission of their 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.

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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 contractor/party or by or of such Party's Sub-vendors or agents or employees, nor
- Any event which a diligent contractor/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 contractor/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 contractor/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

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occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration.

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

12. Incomplete offer or non-compliance with our requirements and terms will be summarily rejected.

13. Suspension of Works

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

14. Dispute Resolution Procedure

14.1 Amicable Resolution and Mediation

14.1.1 Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of ICAT Representative and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in **Clause 14.1.2** below.

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14.1.2 Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.

14.1.3 In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with **Clause 14.1.2** either Party may refer the Dispute to arbitration in accordance with **Clause 14.2**.

14.2 Arbitration Procedure

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

14.3 Place of Arbitration

The place of arbitration shall be Gurugram.

14.4 English Language

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

14.5 Enforcement of Award

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

14.6 Performance during Arbitration

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

15. Termination

15.1 Termination

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

- (i) if any distress or execution is levied upon any of the assets of the Contractor.
- (ii) at any time during the currency of the Contract there is a change in the effective control of the Contractor as at the date of the Contract.

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- (iii) the Contractor fails to complete the Works/ Project within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from ICAT in this regard.
- (iv) any of the following events occurs:
 - (a) the passing of a resolution by the shareholders of the Contractor for the winding up of the Contractor.
 - (b) the appointment of a liquidator in a proceeding for the winding up of the Contractor or the Contractor entering into a compromise with its creditors; or
 - (c) the making by the court of an order winding up the Contractor,
 - (d) The Contractor either:
 - (i) Appoints a subcontractor without the prior approval of ICAT, or terminates any of the Subcontractor; or
 - (ii) having terminated any of the Subcontracts with the consent of ICAT, appoints a replacement Sub-Contractor without the prior approval of ICAT.
 - (e) the Contractor without the consent of ICAT assigns or transfers all or any of its rights or obligations under the Contract.
 - (f) the Contractor repudiates the Contract or otherwise evidences an intention not to be bound by the Contract; or
 - (g) the expropriation, confiscation, compulsory acquisition of the Project Facility.
 - (h) as a result of Force Majeure, the Contractor is unable to proceed with the Works for a period of [90(ninety)] consecutive days or [180(One Hundred and Eighty)] days in a year (whichever is less);
 - (i) if the Contractor or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of ICAT Representative whose decision (without an obligation to give reasons therefor) in this regard will be final, is prejudicial to the interests or reputation of ICAT.
 - (j) the Contractor offers, gives or promises any payment directly or indirectly to any government, political party, or official thereof, or any candidate for political office, or to ICAT in order to influence any substantive decision of, or induce any party or person to use its influence to offset any substantive decision of any Relevant Authority or Statutory Authority or ICAT in regard to any aspect of the Contract.
 - (k) the Contractor makes any warranty or representation in or in accordance with the Contract which was materially incorrect when made so as to materially affect ICAT's interests; or

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- (l) in the event that the Contractor's liability for Liquidated Damages reaches the cap on such damages as set out in Special Conditions of Contract and the Completion Certificate for the whole of the Works has not been issued; or
- (m) fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Security; or
- (v) the Contractor has, without valid reason and ICAT's consent, failed to commence the Works promptly, or fails to progress the Works regularly and/or diligently or
- (vi) the Contractor has failed to adhere to the Technical Conditions of Contract and in the reasonable estimation of the ICAT Representative, such failure is likely to mean that Completion of the Works is likely to be delayed beyond the relevant Time for Completion; or
- (vi) the Contractor's personnel is/are incompetent, have acted in a manner prejudicial to ICAT's best interest or have failed to comply with ICAT's health, safety, environment or other rules or regulations and procedures; or
- (viii) the Contractor has failed to achieve two Milestones consecutively.

15.2 Termination Procedure

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

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15.3 Upon Termination

- 15.3.1 Upon Termination for any reason whatsoever, the Contractor shall to the extent instructed by the ICAT's Representative:
- (i) cease all further work as instructed by the ICAT's Representative in the Termination Notice and the Contractor shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already Executed and any work required to leave the Project Site and the Works in a clean and safe condition.
 - (ii) remove all the Contractor's Equipment and temporary works.
 - (iii) repatriate the Contractor's and Subcontractor's personnel from any part of the Project Site and the Works.
 - (iv) deliver to ICAT the Works Executed by the Contractor as at the Termination Date.
 - (v) ensure that it and those it is contractually or otherwise responsible for, vacate the Project Site.
 - (vi) promptly and in an orderly manner deliver to ICAT all documents relating to the Works which are for the time being under the control of the Contractor.
- 15.3.2 **Without prejudice to Clause 15.3.1 upon Termination:**
- (i) ICAT may enter the Project Site and the Works thereof and expel the Contractor therefrom and ICAT may complete the Works itself or by employing any third party.
 - (ii) ICAT may, to the exclusion of any right of the Contractor over the same, take over and have free use, without payment to the Contractor, of any Contractor's Equipment and temporary works of which have been delivered to the Project Site for such period as the ICAT's Representative considers necessary for the Execution of the Works, without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same.
 - (iii) ICAT may at any time sell any of the said Contractor's Equipment, temporary works and any unused materials and apply the proceeds of sale in or towards for satisfaction of any sums due or which may become due to it from the Contractor under the Contract; and
 - (iv) ICAT shall have the power and authority to prohibit the Contractor and any person claiming through or under the Contractor from entering the Project Site.

16. Miscellaneous

16.1 Assignment and Charges

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

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in writing of ICAT, which consent shall not be unreasonably withheld.

16.2 Interest

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

16.3 Governing Law and Jurisdiction

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

16.4 Waiver

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

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

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

16.5 Survival

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

16.6 Amendments

The Contract constitutes a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no

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amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

16.7 Severability

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

16.8 No Partnership

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

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

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from all defects and faults, Prior approval will be taken from ICAT Representative before supply or use the material. All the expenses involved in shipping the material supply to ICAT Manesar shall be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder. ICAT will have the right to reject material supplied if they do not comply with the specification at any point of fixing or inspection. If any material or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.

- All tools, equipment, machinery and consumable items will be in scope of bidder.
- All safety measures will be taken by the contractor during work.
- All safety equipment such as: safety helmet, safety shoes, safety belt, safety goggles etc. will be in scope of contractor and must be used during the work.
- It is the responsibility of the bidder to supply the material safely to ICAT with quality and without any damage. In case of material with bad quality or any damage during transit, damaged material will not be accepted.
- It is the responsibility of the bidder to keep the material safe in ICAT.
- It is the responsibility of the bidder to keep the site safe and clean as much as possible.
- After the completion of the project, the site should be neat and cleaned before handover.
- Curing of any Cementous material such as concrete or plaster will be in scope of contractor for period of as per Indian Standard Codes.
- The contractor must follow the procedure for material approval and work permission.

24. **Insurance of Manpower's:** Bidder have to submitted Workman Compensation and Contractor All Risk Policies before starting the work at site.

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Form "I"

Performa for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

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

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

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

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

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Form "II"

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

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

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10	Annual Turnover for the Last Three Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	
11	Submission of evidence demonstrating successful completion of similar work for State/Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, or reputed Private Institutions. This shall include copies of Purchase Orders or Work Orders issued by Central/State Government Departments, Ministries of the Government of India, PSUs, Autonomous Bodies, or reputed Private Institutions within the last five years.	
12	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
13	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	
14	Any other information document: Please specify	

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Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

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Form "IV"

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

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

* 1. Declaration regarding Make in India

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

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

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

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

Authorised Signatory

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

Tender Document
Annexure "V"
Format of Declaration In Lieu of EMD/Bid Security
(To be submitted on the Bidder's Letter Head)

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

Reference: Tender Document No. ICAT/T/CIVIL/2024-25/119 Tender Title: **Modification of Hazardous Waste and E-Waste Materials Store and Modification of Scrap Yard at ICAT Centre - 2, Manesar (Haryana).**

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

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Form “VI” Earnest Money Deposit

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

Date: _____

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

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Tender Document
Form "VII"
Declaration In Respect of Conflict of Interest

Tender No. ICAT/T/CIVIL/2024-25/119

Tender Detail: Modification of Hazardous Waste and E-Waste Materials Store and Modification of Scrap Yard at ICAT Centre – 2, Manesar (Haryana).

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

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

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

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

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

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

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

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

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

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2. Indian/ foreign agent on behalf of only one principal.

- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

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Form - VIII Project Time Schedule

The Bidder is required to complete the time schedule and milestones specified below. As time is of the essence for this project, the successful Bidder shall ensure the timely completion of the work in accordance with the pre-determined milestones.

ICAT have full rights to terminate the contract if any two consecutive milestones have been skipped by them.

- D + 15 Days
- D + 30 Days
- D + 45 Days
- D + 60 Days

Sr. No.	Activity	Please Mention Activities Planned to Complete as Per Following Schedule.				
		PO Date (D)	Days + 15 Days	Days + 30 Days	Days + 45 Days	Days + 60 Days
1	Modification of Hazardous Waste and E-Waste Materials Store and Modification of Scrap Yard at ICAT Centre - 2, Manesar (Haryana) under Tender No. ICAT/T/CIVIL/2024-25/119.					

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Form IX Deviations Suggested

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

[The Bidder shall use the following template in order to explain the deviations, and fill and include in the current document as many templates as deviations appear in his offer with regards to Requirements expressed in this tender. The Bidder shall be required to furnish a separate sheet as per the following template for each deviation suggested.]

Requirement ID	
Subject	Requirement appearing on the Tender Document
Proposed Specification	
<i>[Explain in detail what alternative solution are you proposing]</i>	
Reasons for the proposed solution to be superior than initial requirement	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i>	

Tender Document

Form X

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 Document No. ICAT/T/CIVIL/2024-25/119 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)