



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5792206
Dated/दिनांक : 07-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-01-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-01-2025 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	National Automotive Board
क्रेता ईमेल/Buyer Email	buyer1.dhi.hr@gembuyer.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Subject Matter Experts, Consultant For Fire NOC; Consultant For Fire NOC; No; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	1 Year(s) 6 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1852000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	37100

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	6

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

दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Director ICAT

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

MII Compliance/एमआईआई अनुपालन

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

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

over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

Price Breakup for ICAT Centre 1 and 2 NOC - [1736253702.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Last 3 years average business revenue from consulting:As Per ATC Document

Number of Consultants on payroll of firms:As Per ATC Document

Number of projects completed in India having similar scope & size of proposed project under hiring:As Per ATC Document

Profile of Consultants:[1736253799.pdf](#)

Pre-qualifications Criteria:[1736253797.pdf](#)

Payment Terms:[1736253861.pdf](#)

Price Break Up Format:[1736253874.pdf](#)

Scope Of work:[1736253917.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Subject Matter Experts, Consultant For Fire NOC; Consultant For Fire NOC; No; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Subject Matter Experts , Consultant For Fire NOC
Consultant's Profile	Consultant For Fire NOC
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---Thank You/धन्यवाद---

Additional Terms & Conditions (ATC)

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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 **“Hiring Consultant for Obtaining Fire NOC for ICAT Centre - 1 & 2 and Assessment of Existing Fire Fighting System Installed at ICAT Centre - 1 & 2, Manesar, Gurugram (Haryana)”**.

The Scope of Work for the Said Activity for the Said Activity Shall be as follows:

1. Site Description:

ICAT Site's	Address and Description of Buildings
ICAT Centre - 1, Manesar	<p>Address: Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana)</p> <p>Area: Approx 8 Acre</p> <p>Site Includes: Main Building, ESS Block, B1 Building, B1 Utility Building, B4 Building, B6 Building, B2 Building, B2 Utility Building, B9 Building etc.</p>
ICAT Centre - 2, Manesar	<p>Address: Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051 (Haryana)</p> <p>Area: Approx 47 Acre</p> <p>Site Includes: Admin Building, General Storage, Customer Workshop, NVH Lab, EMC Lab, PSL Lab, Test Tracks, Control Tower, South Expo, North Expo, etc.</p>

2. Scope of Work:

ICAT Site I Scope of Work (ICAT Centre - 1):

Sl. No.	Location	Activity	Quantity
1.	ICATCentre-1	Fire & Electrical Safety Audit shall be carried out as per the Factories act1948, NBC part IV and the guidelines of Indian Standard (IS):14489-1998 on "Code of Practice on Occupational Safety and Health Audit".	1 Job

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2		<ol style="list-style-type: none"> 1. Study of approved fire plan and accordingly proceed. 2. Obtained the certified copy of documents from the concern Govt. department if needed. 3. Study of existing Fire Water Network as per approved Fire Fighting Scheme, and prepare new fire scheme as per NBC part IV and the guidelines for high rise building and get it approved. 4. Study the existing Fire Protection System for industrial building as per NBC and Haryana Government Guidelines and suggest measures required to obtain Fire NOC. 5. Preparation of documents needed to complete application on website of Gurugram fire & Emergency Services (Including support of Architect, Structural Engineer, Fire Engineer) for obtaining Fire NOC & Fire Scheme. 6. Assessment of fire detection, alarm systems and fire protection systems. 7. Identify gaps in the actual site Fire protection system vis-à-vis fire scheme and give recommendation is any to fill the gaps. 8. On-site emergency plan & any other recommendation for betterment of the firefighting system. 	1 Job
3		Application & obtaining Fire NOC for ICAT Centre-1which involve Documentation and coordinating with state fire services to provide NOC.	1 Job
Site II Scope of Work (ICAT Centre - 2):			
1	ICAT Centre - 2	Fire & Electrical Safety Audit shall be carried out as per the Factories act1948, NBC part IV and the guidelines of Indian Standard (IS):14489-1998 on "Code of Practice on Occupational Safety and Health Audit".	1 Job
2		1. Study of approved fire plan and	1 Job

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		<p>accordingly proceed.</p> <ol style="list-style-type: none"> 2. Obtained the certified copy of documents from the concern Govt. department if needed. 3. Study of existing Fire Water Network as per approved Fire Fighting Scheme and prepare new fire scheme as per NBC part IV and the guidelines for high rise building and get it approved. 4. Study the existing Fire Protection System for industrial building as per NBC and Haryana Government Guidelines and suggest measures required to obtain Fire NOC. 5. Preparation of documents needed to complete application on website of Gurugram fire & Emergency Services (Including support of Architect, Structural Engineer, Fire Engineer) for obtaining Fire NOC & Fire Scheme. 6. Assessment of fire detection, alarm systems and fire protection systems. 7. Identify gaps in the actual site Fire protection system vis-à-vis fire scheme and give recommendation is any to fill the gaps. 8. On-site emergency plan & any other recommendation for betterment of the firefighting system. 	
3	ICAT Centre - 2	Application & obtaining Fire NOC for ICAT Centre-2 which involve Documentation and coordinating with state fire services to provide NOC.	1 Job

Other Technical Conditions:

1. Mandatory Site Visit:

- Bidders are hereby required to visit the site(s) prior to the submission of their tender for the “Hiring Consultant for Obtaining Fire NOC for ICAT Centre - 1 & 2 and Assessment of Existing Fire Fighting System Installed at ICAT Centre - 1 & 2, Manesar, Gurugram (Haryana)”. The purpose of this visit is to allow bidders to fully familiarize themselves with the physical conditions, scope, and nature of the work required, including any specific site-related constraints, risks, and

Additional Terms & Conditions (ATC)

requirements associated with obtaining the Fire No Objection Certificate (Fire NOC).

- **Objective of the Site Visit:** The site visit aims to ensure that bidders have a clear understanding of the project environment, any site-specific challenges, and the fire safety requirements needed for the successful processing of the Fire NOC. This will aid in formulating an accurate and comprehensive bid proposal.

Details of the Site Visit:

Date of Site Visit: 13th January' 2025 to 16th January' 2025

Time of Visit: 10:00 Hrs. to 16:00 Hrs.

- **Post-Visit Clarifications:** Following the site visit, should the bidder have any additional questions or require clarification on matters related to the Fire NOC or site conditions, written queries can be submitted to the amritansh.tiwari@icat.in & sachin.bhardwaj@icat.in no later than **20th January' 2025**. Responses to these queries will be provided in writing to all bidders.
 - **Acknowledgment of Site Visit:** By submitting a bid, the bidder acknowledges that they have visited the site, understood the site conditions, and are fully aware of all relevant requirements concerning the Fire NOC. The bidder also confirms that they have factored the site conditions into their tender price and work schedule.
2. **Completion Period:** The consultant shall complete all activities outlined in the bid document, in their entirety and in full compliance with all requirements, including obtaining the Fire No Objection Certificate (Fire NOC) for both Centers - 1 & 2, within a period of **180 calendar days** from the date of receipt of the Purchase Order.
 3. **Period of Contract:** The contract period will initially be for **180 days**. The contract may be extended at the sole discretion of ICAT for a further period as per the requirement. In case the performance of the Consultant is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the Tender, then the contract may be terminated by ICAT even before the scheduled time by giving advance notice of 1 Week of this effect. In the event of premature contract termination for the reasons mentioned above, this EMD/Security Deposit/Performance Bank Guarantee shall be absolutely forfeited.
 4. **Sub-Contracting:** The Consultant shall not directly or indirectly assign, sub-contract, or sublet the whole or any part of the contract if in any manner except with the specific approval of ICAT.
 5. **Bid Validity:** The quoted rates must be valid for a period of 180 (One Hundred Eighty) days from the date of bid submission closing date. The overall offer for the assignment and bidders quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same would be treated as unresponsive, and it may be rejected.
 6. In case the tenderer withdraws, modifies, or changes his offer during the validity period, the bid is liable to be rejected, and the Earnest Money Deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the

Additional Terms & Conditions (ATC)

validity, if required, without changing any terms, conditions, etc., of their original tender.

7. **Payment Terms:**

- Payment shall be made in full (100%) upon the successful submission of the "Fire NOC Certificate From GFES" accompanied by the corresponding invoice.
- No advance payment shall be made for the specified activity.
- Notwithstanding any provisions to the contrary, payment shall be processed only upon the receipt of the Fire No Objection Certificate (Fire NOC) for each respective center (ICAT Centre - 1 & 2) and shall be contingent upon the submission of duly raised invoice along with the Fire NOC for the respective center. Such payment shall be subject to the verification and approval of the completed work by the relevant authorities.

8. **Liquidity Damages (LD Clause):**

- **Completion Period for Fire NOC Submission:** The Consultant shall be required to submit the Fire No Objection Certificate (Fire NOC) for both ICAT Centre - 1 and ICAT Centre - 2 within the stipulated time frame of **180 days** from the date of receipt of the Purchase Order. The timely submission of the Fire NOC is a critical condition of the contract.
- **Delay in Submission of Fire NOC:** If the Consultant fails to submit the Fire NOC for any of the centres within the agreed-upon period of 180 days, the Contractor shall be liable to pay liquidated damages for each day of delay beyond the completion period.
- **Liquidated Damages Rate:** Liquidated damages shall be imposed at the rate of unconditional penalty of $\frac{1}{2}\%$ (Half Percent) total order value per week delay in the submission of the Fire NOC for ICAT Centre - 1 & 2, beyond the contractual completion period.
- **Maximum Liquidated Damages:** The total amount of liquidated damage shall not exceed **10%** of the total contract value. Once this limit is reached, ICAT reserves the right to terminate the contract and forfeit any applicable performance security or guarantee.
- **No Waiver of Obligations:** The imposition of liquidated damages does not relieve the Consultant of any of its other obligations under the contract, including but not limited to the completion of work, compliance with all applicable regulations, and obtaining the required Fire NOC.
- **Extension of Time:** In the event of delays caused by circumstances beyond the Consultant control (force majeure), the Consultant may apply for an extension of time. Any such request must be made in writing and supported by relevant documentation.
- **Payment of Liquidated Damages:** Liquidated damages, if applicable, shall be deducted from any payments due to the Consultant or from the Consultant's

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security deposits or performance bank guarantee, at the sole discretion of the Owner.

- **Final Determination:** The determination of the delay in the submission of the Fire NOC, as well as the calculation and imposition of liquidated damages, shall be made by the ICAT in its sole discretion, based on the contract terms and progress of work.

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Annexure B

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR. 37,100/- (Rupees Thirty-Seven Thousand One Hundred Only) can be submitted in form of DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name "International Centre for Automotive Technology".

Or

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

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

Or

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

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ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 37,100/- 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-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079

Proof of payment shall be submitted online on GeM 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, Gurgaon, 122051 (Haryana).**

Key Note's

- *EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).*
- *The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.*
- *Cheque/Money Order/Cash shall not be accepted as EMD.*
- *A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.*

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

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Annexure C

Eligibility & Technical Evaluation Criteria

Eligibility Criteria: 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 Status:** The bidder must be a legally valid entity, constituted as a proprietary firm, partnership firm, private limited company, or an agency. A copy of the registration or incorporation certificate must be submitted along with the technical bid to validate the legal status.
- 2. Compliance with Technical Requirement:** The bidder is required to submit a duly completed and signed technical compliance statement, affirming that the services offered in response to this tender is in full alignment with the technical specifications outlined in "Annexure A". The proposed solution must meet or exceed the specified performance standards. The bidder shall provide comprehensive documentation to substantiate that the proposed services comply with these requirements. Failure to meet the technical requirement will result in the bid being deemed non-compliant, leading to disqualification from further consideration in the tender process.
- 3. Registration Requirement:** The bidder must be a registered firm under Indian law.
- 4. Experience Requirement:** The bidder must have a minimum of three (3) years of experience in Estate Compliance services, including Fire NOC, Occupancy Certificate (OC), Building Approval, and similar services.
- 5. Financial Criteria:** The bidder must demonstrate an average annual turnover of at least INR 30 Lakhs over the past three (3) consecutive financial years (FY 2021-22, 2022-23, and 2023-24). The bidder must provide relevant certificates, which may include an attested certificate from the concerned department/client, or an audited balance sheet duly certified by a Chartered Accountant (CA). A certificate from the CA, supported by

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the audited balance sheet, should also be submitted. The contact details of the CA/Statutory Auditor, along with the UDIN (Unique Document Identification Number), must be included in the copy of the certified balance sheet or certificate.

6. **Non-blacklisting Declaration:** The bidder must not have been blacklisted by any department or ministry of the Government of India, any state government, Public Sector Undertaking (PSU), or any reputable private firm or institution in India. A signed declaration to this effect must be submitted with the tender documents.

Bidders to Comply with:

1. 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](https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf)).
2. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012.
- It is clarified that the relaxation of prior **turnover and prior experience** with respect to micro and small enterprises is subject to meeting the quality and technical specifications given in the bid document.

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Bid Rejection Criteria:

- **Bids without EMD or Non-Submission of Bid Security Declaration Form “Form V” or Non-Submission of valid MSE’s/Startup certificate** would be rejected. However, firms that are registered with NSIC or MSE for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.
- Bidders not having an average turnover of **INR 30 lakhs** in the last three consecutive financial years. Bidders are required to submit a CA-audited balance sheet, or any other relevant certificate certified by CA indicating the turnover for the last 3 consecutive financial years (FY 2021-22, 2022-23, and 2023-24).
- Not submitting a copy of the GST and PAN registration certificates.
- Any deviation requested on tender conditions.
- 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.

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 Requirement as Specified in the “Annexure A” of the Bid Document	30
Bidder’s Experience	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

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	Experience (No. of years) 3 Years (Min.) - 15 Marks > 3 up to 5 Years- 17 Marks More than 5 Years- 20 Marks	20
Financial Capability	Financial Capability (Avg. of last 3 years - FY 2021-22, 22-23 & 23-24) 30 Lakhs (Minimum) - 15 marks >40 Lakhs up to 75 Lakhs - 17 marks >50 Lakhs - 25 marks	25
Grand Total		100
Qualified (Yes/No)		

'Similar Nature' is defined as: - For the purpose of this tender, the term "Similar Nature of Work" refers to services and activities that are directly related to the obtaining, processing, and compliance of Fire No Objection Certificates (Fire NOC), including but not limited to the following:

- **Fire Safety Compliance:** Providing consultancy, application processing, documentation, and assistance in obtaining Fire NOCs for various types of establishments, including commercial, residential, industrial, and institutional buildings.
- **Fire Safety Approvals and Certifications:** Assisting in obtaining necessary fire safety approvals, conducting fire audits, and providing expert advice on fire safety measures, systems, and regulations as per local authorities and statutory requirements.
- **Estate Compliance Services:** Providing services related to the procurement of regulatory approvals, clearances, and certifications, including Fire NOC, Occupancy Certificates (OC), and building approvals in compliance with local municipal and fire safety regulations.
- **Fire Safety Plans and Risk Assessment:** Development of fire safety plans, conducting fire risk assessments, and ensuring compliance with fire safety regulations, as well as submitting the required documentation for obtaining Fire NOC from relevant authorities.

In Case of any technical query, you are feeling free to contact:

Contact Person: Mr. Amritansh Tiwari - DM Compliances & Liaison Dept
 Contact No.: +91-8800837038 (Mobile)
 Email ID: amritansh.tiwai@icat.in

Mr. Sachin Bhardwaj - Compliances & Liaison Dept
 Contact No.: +91 8586883984
 Email ID: Sachin.bhardwaj@icat.in

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Annexure - D

General Terms & Conditions

1. **Scope of Work:** "Hiring Consultant for Obtaining Fire NOC for ICAT Centre - 1 & 2 and Assessment of Existing Fire Fighting System Installed at ICAT Centre - 1 & 2, Manesar, Gurugram (Haryana), As per Scope of Work Defined in Annexure - A".
2. **Completion Period:** The consultant shall complete all activities outlined in the bid document, in their entirety and in full compliance with all requirements, including obtaining the Fire No Objection Certificate (Fire NOC) for both Centers - 1 & 2, within a period of 180 calendar days from the date of receipt of the Purchase Order.
3. **Period of Contract:** The contract period will initially for 180 days. The contract may be extended at the sole discretion of ICAT for a further period as per the requirement. In case the performance of the Consultant is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the Tender, then the contract may be terminated by ICAT even before the scheduled time by giving advance notice of 1 Week of this effect. In the event of premature contract termination for the reasons mentioned above, this EMD/Security Deposit/Performance Bank Guarantee shall be absolutely forfeited.
4. **Payment Terms:**
 - Payment shall be made in full (100%) upon the successful submission of the "Fire NOC Certificate From GFES" accompanied by the corresponding invoice.
 - No advance payment shall be made for the specified activity.
 - Notwithstanding any provisions to the contrary, payment shall be processed only upon the receipt of the Fire No Objection Certificate (Fire NOC) for each respective center (ICAT Centre - 1 & 2) and shall be contingent upon the submission of duly raised invoice along with the Fire NOC for the respective center. Such payment shall be subject to the verification and approval of the completed work by the relevant authorities.

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5. **Liquidity Damages (LD Clause):**

- **Completion Period for Fire NOC Submission:** The Consultant shall be required to submit the Fire No Objection Certificate (Fire NOC) for both ICAT Centre – 1 and ICAT Centre – 2 within the stipulated time frame of **180 days** from the date of receipt of the Purchase Order. The timely submission of the Fire NOC is a critical condition of the contract.
- **Delay in Submission of Fire NOC:** If the Consultant fails to submit the Fire NOC for any of the centers within the agreed-upon period of 180 days, the Contractor shall be liable to pay liquidated damages for each day of delay beyond the completion period.
- **Liquidated Damages Rate:** Liquidated damages shall be imposed at the rate of unconditional penalty of $\frac{1}{2}\%$ (Half Percent) total order value per week delay in the submission of the Fire NOC for ICAT Centre – 1 & 2, beyond the contractual completion period.
- **Maximum Liquidated Damages:** The total amount of liquidated damage shall not exceed 10% of the total contract value. Once this limit is reached, ICAT reserves the right to terminate the contract and forfeit any applicable performance security or guarantee.
- **No Waiver of Obligations:** The imposition of liquidated damages does not relieve the Consultant of any of its other obligations under the contract, including but not limited to the completion of work, compliance with all applicable regulations, and obtaining the required Fire NOC.
- **Extension of Time:** In the event of delays caused by circumstances beyond the Consultant control (force majeure), the Consultant may apply for an extension of time. Any such request must be made in writing and supported by relevant documentation.
- **Payment of Liquidated Damages:** Liquidated damages, if applicable, shall be deducted from any payments due to the Consultant or from the Consultant's

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security deposits or performance bank guarantee, at the sole discretion of the Owner.

- **Final Determination:** The determination of the delay in the submission of the Fire NOC, as well as the calculation and imposition of liquidated damages, shall be made by the ICAT in its sole discretion, based on the contract terms and progress of work.

6. Mandatory Site Visit:

- Bidders are hereby required to visit the site(s) prior to the submission of their tender for the "Hiring Consultant for Obtaining Fire NOC for ICAT Centre - 1 & 2 and Assessment of Existing Fire Fighting System Installed at ICAT Centre - 1 & 2, Manesar, Gurugram (Haryana)". The purpose of this visit is to allow bidders to fully familiarize themselves with the physical conditions, scope, and nature of the work required, including any specific site-related constraints, risks, and requirements associated with obtaining the Fire No Objection Certificate (Fire NOC).
- **Objective of the Site Visit:** The site visit aims to ensure that bidders have a clear understanding of the project environment, any site-specific challenges, and the fire safety requirements needed for the successful processing of the Fire NOC. This will aid in formulating an accurate and comprehensive bid proposal.
- **Details of the Site Visit:**
 - Date of Site Visit:** 13th January' 2025 to 16th January' 2025
 - Time of Visit:** 10:00 Hrs. to 16:00 Hrs.
- **Post-Visit Clarifications:** Following the site visit, should the bidder have any additional questions or require clarification on matters related to the Fire NOC or site conditions, written queries can be submitted to amritansh.tiwari@icat.in and sachin.bhardwaj@icat.in no later than 20th January' 2025. Responses to these queries will be provided in writing to all bidders.
- **Acknowledgment of Site Visit:** By submitting a bid, the bidder acknowledges that they have visited the site, understood the site conditions, and are fully aware of all

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relevant requirements concerning Fire NOC. The bidder also confirms that they have factored the site conditions into their tender price and work schedule.

7. **Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
8. **Sub-contract:** The supplier shall not assign in whole or in part the obligations to perform under the contract, except with ICAT prior written consent. The supplier shall obtain the consent of ICAT in writing of all subcontracts (if any) to be awarded under the contract which is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
9. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
10. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
11. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

12. Performance Bank Guarantee (PBG)

- **Performance Bank Guarantee Requirement:** The successful bidder shall furnish a Performance Bank Guarantee (PBG) in the form of a bank guarantee issued by a nationalized or scheduled commercial bank in India, in favor of “**International**

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Centre For Automotive Technology". The PBG shall be provided within 15 days from the date of issuance of the letter of acceptance or award of contract.

- **PBG Amount:** The amount of PBG shall be 5% of the total contract value or the value specified in the tender documents. The exact amount will be confirmed after the final award of the contract.
 - **Validity Period:** The PBG shall remain valid for the entire contract period i.e., 180 days (6 Months).
 - **Claim under PBG:** In the event of any failure or default by the consultant in meeting the terms and conditions of the contract, including but not limited to non-performance, breach of contract, or non-compliance with Fire NOC and related fire safety regulations, the tendering authority shall have the right to invoke the PBG to recover any losses or damages suffered.
 - **Release of PBG:** The PBG will be released by the tendering authority after the successful completion of the contract, including any post-completion warranty obligations, and upon certification by the concerned authorities that all contractual obligations, including Fire NOC approvals and related services, have been fully met.
 - **Bank Guarantee Format:** The PBG must be provided in the standard format as prescribed by the tendering authority, and the bank issuing the guarantee must be located in **Delhi/NCR**.
13. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
14. **Termination for Unsatisfactory Performance:**
- **Initial Warning:** In the event the performance of the Consultant is deemed unsatisfactory, particularly with regard to the timely completion of the specified activities, ICAT shall issue a written warning letter to the Consultant outlining the specific deficiencies or delays in performance.
 - **Second Warning:** Should the Consultant fail to address the concerns raised in the initial warning letter and continue to fail in delivering the required items or meet

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the expected quality standards within a period of fourteen (14) calendar days from the date of the first warning, ICAT shall issue a second written warning letter.

- **Termination of Agreement:** If, after the issuance of the second warning letter, the Consultant's performance still fails to meet ICAT's expectations and requirements, ICAT reserves the right to terminate the work order by providing one (1) month's written notice to the Consultant, without the need to assign any further reasons for such termination.
 - **Post-Termination Consequences:** Upon termination, the contract shall become null and void, and any amounts deemed payable to the Consultant, if applicable, shall automatically lapse, with no further payments being made. No claims from the Consultant, including any for compensation or damages, shall be entertained by ICAT after the termination of the contract.
 - **Final Decision on Performance:** The decision of the competent authority of ICAT regarding the determination of the Consultant's performance shall be final, binding, and conclusive. No appeal or further claims regarding performance evaluation shall be entertained.
15. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
16. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be refereed for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arises under and out of, or in connection with the work, if concluded, shall be referred to the **High Court of Haryana or any other court in the District of Gurugram (Haryana).**
17. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage.

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ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender.

18. Law of the Republic of India are applicable to this tender.
19. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
20. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
21. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee, or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:
Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.
22. **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.

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23. **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.
24. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.

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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 122050 , 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 **10% (ten 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.

Additional Terms & Conditions (ATC)

Form "II"

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

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

Additional Terms & Conditions (ATC)

	Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	
11	Proof of experience successfully completed similar nature of work to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed).	
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	

Additional Terms & Conditions (ATC)

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, Gurgaon 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:

Additional Terms & Conditions (ATC)

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/Eququiry 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 Reference No. ICAT/GeM/C&L/FIRE-NOC/2024-25/146

Dated: 7th January' 2025

Additional Terms & Conditions (ATC)

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
Gurgaon - 122050

Reference: Tender Document No. ICAT/GeM/C&L/FIRE-NOC/2024-25/146, Tender Title: Hiring Consultant for Obtaining Fire NOC for ICAT Centre - 1 & 2 and Assessment of Existing Fire Fighting System Installed at ICAT Centre - 1 & 2, Manesar, Gurugram (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.....

Additional Terms & Conditions (ATC)

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,
Gurgaon – 122 050.

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 the 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

Additional Terms & Conditions (ATC)

Form "VII"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/C&L/FIRE-NOC/2024-25/146

Tender Detail: Hiring Consultant for Obtaining Fire NOC for ICAT Centre - 1 & 2 and Assessment of Existing Fire Fighting System Installed at ICAT Centre - 1 & 2, Manesar, Gurugram (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

Additional Terms & Conditions (ATC)

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:

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

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

Additional Terms & Conditions (ATC)

Form "VIII"

Undertaking

This is to certify that we have carefully gone through the product requirements, terms and conditions given in the ATC/Tender document & have clearly understood the terms and conditions of the ATC/Tender and have accordingly quoted our best rates after going through all the details. We hereby given an undertaking that we shall the material & services in accordance with your "Tender/ATC Document No. ICAT/GeM/C&L/FIRE-NOC/2024-25/146" as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

