

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-09-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-09-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	National Automotive Board
वस्तु श्रेणी /Item Category	Hiring of Consultancy Services - Percentage based - Appointment of Designated Execution Agency (DEA) for Various Civil and MEP for Testing Agency Infrastructure Upgradation Under PM E-Drive Scheme; Appointment of Designated Execution Agency (DEA) for..
अनुबंध अवधि /Contract Period	1 Year(s) 3 Month(s) 2 Day(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	22000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	600000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

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

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. 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.

2. 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.

3. 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.

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

Price Breakup - [1757664371.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detail of the Project to be managed by Service Provider:[1757664131.pdf](#)

Profile of Consultants:[1757664148.pdf](#)

Pre-qualifications Criteria:[1757664155.pdf](#)

Methodology for Measurement of executed Project Value, to be used for Invoicing[1757664162.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Please Refer Attached QCBS Evaluation Paramater	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-09-2025 13:00:00	ICAT, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar - 122051, Gurugram - Haryana, Contact Person: Mr. Sitikantha Padhy - +91 9953091605, Ms. Smita Sharma - +91 8800682288

Hiring Of Consultancy Services - Percentage Based - Appointment Of Designated Execution Agency (DEA) For Various Civil And MEP For Testing Agency Infrastructure Upgradation Under PM E-Drive Scheme; Appointment Of Designated Execution Agency (DEA) For.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Appointment of Designated Execution Agency (DEA) for Various Civil and MEP for Testing Agency Infrastructure Upgradation Under PM E-Drive Scheme
Consultant's Profile	Appointment of Designated Execution Agency (DEA) for Various Civil and MEP for Testing Agency Infrastructure Upgradation Under PM E-Drive Scheme
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resourc e	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परिषेती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	Estimated Value of Project to be Managed : 260000000

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

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.](#)

अस्वीकरण/Disclaimer

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

- 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.
- Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- Creating BoQ bid for single item.
- Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- Floating / creation of work contracts as Custom Bids in Services.
- 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)
- Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- Seeking experience from specific organization / department / institute only or from foreign / export experience.
- Creating bid for items from irrelevant categories.
- Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- Reference of conditions published on any external site or reference to external documents/clauses.
- Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers 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 सामान्य नियम और शर्तें/General Terms and Conditions, 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

Chapter - 1**Detailed Technical Condition of Contract****1. NAME OF WORK**

Appointment of Designated Execution Agency (DEA) for various Civil and MEP For Testing Agency Infrastructure Upgradation under PM E-Drive Scheme.

Bids are invited from competitive, qualified, experienced Civil Construction Consultant/Contractors under QCBS Selection method via open tendering system in two packet bidding for facility creation at ICAT – Manesar, NATRAX – Indore and GARC – Chennai.

2. OBJECTIVE

To engage a competent Designated Executing Agency (DEA) to undertake planning, design coordination, procurement, and execution of civil and MEP works for augmentation of infrastructure at Testing Agencies, viz., ICAT – Manesar, NATRAX – Indore and GARC – Chennai under PM E-Drive scheme, adhering to applicable Government and industry standards. The DEA shall be responsible for delivering complete, compliance, and commissioned facilities in line with approved designs, specifications, and regulatory requirements with close coordination with Designated Procurement Agency (DPA) which will be facilitating procurement of test equipment Test Agencies, Vendors/contractors etc.

3. SCOPE OF WORK**3.1. Pre-Construction Phase****3.1.1. Appointment of Architect/Design Consultant**

3.1.1.1. DEA shall carry out preliminary site survey and required soil testing.

3.1.1.2. The DEA shall appoint an Architect / Design Consultant at its own cost and scope. No separate payment shall be admissible to the Architect/Design Consultant under this project.

3.1.1.3. The Design Consultant shall prepare all required architectural, structural, and MEP (HVAC, electrical, plumbing, firefighting, IT) drawings in consultation with Testing Agencies (TAs) and equipment suppliers .

3.1.2. Design Deliverables and Compliance

3.1.2.1. DEA shall prepare comprehensive design basis reports and tender drawing, working drawings etc., detailed cost estimates, NIT documents for appointments of contractors, etc. The detailed cost estimates would contain detailed specifications and quantities of various items on the basis of equipment specification and schedule of rates maintained by CPWD.

3.1.2.2. DEA shall prepare and finalize the schedule for the entire project giving all specific activities and time frames for completion of the project in the shortest period. Inputs from respective TAs may be sought.

- 3.1.2.3. DEA shall ensure that all drawing/ designs are prepared in accordance with the relevant bye-laws of local Authority, Indian Electricity Rules and Indian Standard specification as amended up to date or as per sound engineering practice and shall be responsible to ensure the structural stability and efficiency/adequacy of various other services and utilizes to be designed by Designated Executing Agency.
- 3.1.2.4. Issuance of Good For construction drawings for execution purpose to Civil and MEP contractors will be responsibility of DEA.
- 3.1.2.5. Prepare and submit:
- Architectural, Structural, and MEP designs (HVAC, electrical, plumbing, firefighting, IT cabling) after taking requirements from equipment suppliers and TAs .
 - Detailed Project Reports (DPRs) with itemized BoQs.
 - Cost estimates based on CPWD DSR 2023. In case DSR is silent, use relevant SORs.
 - Land survey, Contour Plans, Master plan, Geotechnical investigation, wherever required
 - Various required layouts, Good for Construction (GFC) Drawings
- 3.1.2.6. Ensure compliance with all relevant codes: NBC, CPWD, fire safety, electrical, and environmental. IS, Factory Inspector, PESO, Pollution Control Board, wherever required
- 3.1.2.7. Obtain statutory approvals from local authorities.
- 3.1.2.8. Submit As-Built Drawings after completion.
- 3.1.3. Interface Coordination**
- 3.1.3.1. The DEA, or its designated Design Consultant, shall be responsible for coordinating on continuous basis with the respective TAs for establishment of the required facilities. The responsibilities shall include, but not be limited to item-wise quantities, cost estimates, project schedule, preparation of designs and drawings for Civil and MEP (Mechanical, Electrical, and Plumbing) works based on inputs received from respective TA and equipment suppliers, and development of a bar chart together with a comprehensive schedule covering construction, installation, and commissioning activities.
- 3.1.3.2. DEA will also be responsible to coordinate with Designated procurement agency (DPA) and arrange progress review meeting to keep track of equipment supply, installation and commissioning.
- 3.1.3.3. DEA should conduct periodic site meetings and coordination meetings with all stake holders for timely completion of project.
- 3.1.3.4. All documentation and minutes of meeting must be maintained by DEA.

3.2. Tendering for Appointment of Contractor for civil works and Construction Phase

3.2.1. Tender Publication & Bid Management

3.2.1.1. Post approval of DPR(s) from the TAs, DEA shall prepare tender documents for appointment of contractor(s). The tender documents shall be prepared in accordance with the provisions of CPWD works manual, CPWD Schedule of Rates, CPWD Specification and up to date Contract & Manual circulars issued by CPWD and GFR 2017 norms.

3.2.1.2. DEA shall publish tender(s) for each location following CPWD GCC, CPWD manuals. DEA shall ensure strict compliance of GFR 2017 and CVC guidelines, as amended from time to time. The bid shall be of Two Parts

Part -I shall be of Techno commercial bid.

Part-II shall be financial bid.

3.2.1.3. The Bid shall be floated on CPP Portal and DEA's website. DEA shall be responsible for finalization of the tender documents. Inputs on the tender documents may be sought from TAs.

3.2.2. Bid Evaluation in consultation with respective TA

3.2.2.1. DEA shall evaluate technical and financial bids and establish rate reasonability.

3.2.2.2. In case the discovered price is less than the DPR estimates, DEA shall proceed with awarding the contract. In case the discovered price is more than the DPR estimates, DEA will share the comparative statement (Price Part) with TAs. Based on the recommendation from the TAs, DEA will decide the way forward, including but not limited to, price negotiation, retendering or award of contract.

3.2.3. Work Order Finalization

3.2.3.1. After approval from Competent Authority, issue LOI to the qualified bidder.

3.2.3.2. Formal Work Order shall be issued by DEA only after receipt and verification of valid Performance Bank Guarantee (PBG).

3.2.4. Construction & Execution

3.2.4.1. DEA will deploy a dedicated Project manager for each location and DEA will be project Engineer In-charge.

3.2.4.2. DEA will deploy suitable manpower at respective TA and ensure the following:

- a. Mobilization
- b. Co-ordination & Documentation
- c. Communication
- d. Scheduling (PERT chart showing resource planning along with CPM to be submitted for each project and to be monitored at micro level)
- e. Scope control & Change management
- f. Cost control & Billing
- g. Contract Management

- h. Material, Safety & Quality Management
- i. Progress of Work as per Milestones
- j. Project completion as per tender & de-mobilize

- 3.2.4.3. DEA to coordinate with TA/DPA for Equipment delivery and to coordinate with Equipment vendor(s)/Civil contractor(s)/MEP contractor(s) for Installation of equipment's during civil construction/MEP phases, wherever applicable.
- 3.2.4.4. DEA team shall coordinate with respective TA teams on continuous basis to gather any inputs required for equipment specific civil works.
- 3.2.4.5. In case of deviation in items of work including quantity variation, price variation, new items, etc. during execution, DEA shall prepare and submit a deviation statement comprising of market rate analysis, deviation justification, etc. to the respective TA for their approval.
- 3.2.4.6. DEA shall submit physical and financial progress reports to TAs on monthly basis.
- 3.2.4.7. Till the validity of DEA's contract with respective TAs, DEA will provide necessary recommendations to the TAs in terms of handling issues such as disputes, delays, penalties, extensions of time, cancellation of awards, debarment, forfeiture or return of Performance Bank Guarantees (PBGs), EMDs, etc.

3.3. Post-Construction & Closeout

3.3.1. Completion and Handover

- 3.3.1.1. DEA must commission and hand over completed works in usable, compliant conditions for installation of equipment. DEA shall be responsible for resolving any civil works related issues during the commissioning of the equipment.
- 3.3.1.2. Submit final As-Built Drawings prepared by the design consultant to respective TAs.
- 3.3.1.3. DEA shall keep accounts and records for inspection and audit for entire codal life of document after the completion of project. Codal life of documents will be as adopted in CPWD guidelines.
- 3.3.1.4. Monitoring/managing all financial Instruments till closure of project.

3.3.2. Final Billing

- 3.3.2.1. Verify and recommend contractor and design consultant's final bills.
- 3.3.2.2. PBGs shall be retained through the Defect Liability Period.
- 3.3.2.3. DEA will process bills as per terms of engagement of the contractor
- 3.3.2.4. All payments will be made after approval of the Competent Authority

3.3.3. Legal and Contractual Oversight

- 3.3.3.1. DEA shall handle legal issues and contractual matters arising till Defect Liability Period up to issuance of Project utilization certificate , including arbitration if necessary.

4. FINANCIAL TERMS

- 4.1. DEA has to quote as % of actual cost of Civil and Utility works (excluding GST). The initial estimate of the proposed work for all three TA's is INR 26 crore plus applicable taxes.
- 4.2. **Breakup of cost estimates (excl GST) at all three TA s**
- ICAT – Manesar- Rs 5.03 Cr
 - NATRAX – Indore Rs 15.18 Cr
 - GARC- Chennai Rs 5.60 Cr
- 4.3. Payment to Civil and MEP contractors shall be linked to milestones – based on whichever is lower: physical or financial progress.
- 4.4. Payment to the DEA shall be made separately by respective Test Agency.

4.5. PAYMENT SCHEDULE:

- 4.5.1. **30% of contract value to be released after preparation/submission of DPR for all TA's.**
- 4.5.2. **20% of contract value to be released after placing all Civil MEP orders for respective TA's.**
- 4.5.3. **30% of contract value after completion of all Civil & MEP works for respective TA's.**
- 4.5.4. Balance amount to be released upon final handover of all works to the respective Test Agency. The balance payment shall be calculated on the basis of the financial bid of the bidder and the total value of work under this tender.
- 4.6. The DEA shall submit a milestone-based payment schedule for Civil and MEP contractors. This schedule will be subject to approval by the Competent Authority. Payments shall be released based on the lesser of the physical progress or financial progress achieved, as assessed against the approved milestones.
- 4.7. All payments will be made after the due approval of the Competent Authority.

5. STATUTORY, GOVERNMENT & INDUSTRY COMPLIANCE REQUIREMENTS

5.1. The DEA must ensure compliance to the following:

- General Financial Rules (GFR) 2017
- CPWD Works Manual & General Conditions of Contract (GCC)
- Central Public Procurement Portal Guidelines & eProcurement protocols
- CPWD DSR 2023 and respective State SORs (where applicable)
- National Building Code (NBC)
- Fire and Electrical Safety Codes (BIS/NFPA/State Guidelines)

- Environment & Local Building Approvals
- Building and Other Construction Workers Act (BOCW)
- PF, ESI, GST Registration & Compliance
- Factory Inspector, PESO, Defense related (wherever required)

5.2. Audit Requirements:

- DEA to handle, replies to Internal Audits, Statutory Audits, CAG Audits, CVC queries including MHI Audits and therefore to be custodian of all project related documents / records.
- Submit detailed monthly and quarterly MIS reports.
- DEA must facilitate inspections by MHI, PMA, and C&AG.

5.3. Engagement Terms

- DEA shall not sub-contract core responsibilities.
- All procurement activities must follow transparent, auditable practices.
- Confidentiality of data, drawings, and specifications must be preserved.
- Disputes will be resolved per Government arbitration norms.

6. ELIGIBILITY & EVALUATION PARAMETERS

6.1. Legal Valid Entity:

- 6.1.1. The **Bidder** shall be a **legally** valid entity, competent to enter into contracts under the applicable laws of India.
- 6.1.2. The **Bidder** shall submit a copy of **any one** of the following documents as proof of legal status:
 - Certificate of Incorporation / Registration issued by the Registrar of Companies or Registrar of Firms; or
 - Valid Permanent Account Number (PAN) card issued by the Income Tax Department; or
 - Goods and Services Tax (GST) Registration Certificate.
- 6.1.3. The **Bidder** shall also submit an **Eligibility Declaration** in the format prescribed at **Annexure-D**.

6.2. Evaluation parameters

- 6.2.1. The evaluation of the bids will be a two-stage process based on Quality-cum-Cost Based Selection ("QCBS") method.

6.2.2. Technical bids will be evaluated for various parameters as specified hereinafter and the bidders securing a **Minimum 70 marks (T.S.)** in technical evaluation will be considered for the next stage i.e., opening of Financial Bids.

6.2.3. The Financial Bids will be evaluated by assigning a score of 100 to the lowest quoted price ("LQP") and the scores for Quoted Prices ("QP") of the other qualified bids will be normalized as under:

6.2.4. Normalized Financial Score of a Bidder

$$(F.S.) = 100 * LQP / QP$$

6.2.5. The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score (T.S.): 70%.

Financial Score (F.S.): 30%.

$$(\text{Combined Score} = T.S.*0.70 + F.S.*0.30)$$

6.2.6. The combined scores (Technical + Financial) arrived at as above will be ranked in descending order (H1, H2, H3...) and the bidder with H1 score will be recommended by the Evaluation Committee for selection to the Competent Authority.

6.2.7. **Technical Score (T.S.):**

Sr. No.	Parameter	Marking	Supporting document
1.	Financial Capability: Bidder should have at least 10 Cr. annual average Turn Over (TO) during last 3 completed FYs [2022-23, 2023-24, 2024-25 (unaudited)]; For 'TO' 10 Cr. to 25 Cr. - 10 marks For 'TO' 25 to 50 Cr. - 15 marks For 'TO' more than 50 Cr. - 20 marks	Minimum Marks: 10 Max. Marks: 20	Copy of Audited Balance sheet /CA certificate indicating Turnover (TO) of relevant period. UDIN Number is mandatory.

Sr. No.	Parameter	Marking	Supporting document				
2.	Technical Capability: The bidder shall be required to demonstrate satisfactory completion of works of <i>*Similar nature works</i> within the last five (5) financial years, with a project cost not less than the following value criteria: Category I - At least three (3) completed works of value not less than INR 10.52 Crore each; Or Category II - At least two (2) completed works of value not less than INR 13.15 Crore each; Or Category III - At least one (1) completed works of value not less than INR 21.04 Crore. <i>*Similar Nature Works: Successfully completed Project Management services / handled projects for Govt/PSU/CPSE containing scope of planning, design coordination, and execution of civil and MEP works for setting up infrastructure.</i> Marking Scheme <table><tr><th>No. of Successfully completed works</th></tr><tr><td> Category I: Three completed works carry 6 marks and thereon 2 marks for each completed works up to Max 15 works. <i>Note: 3 Works for 6 Minimum Marks & Rest 12 Works for Remaining 24 Marks)</i> </td></tr><tr><td> Category II: Two completed works carry 6 marks and thereon 3 Marks for each completed works up to Max 10 Works. <i>Note: 2 Works for 6 Minimum Marks & Rest 8 Works for Remaining 24 Marks.</i> </td></tr><tr><td> Category III: One completed works carry 6 marks and thereon 6 marks for each completed works up to Max 5 works. <i>Note: 1 Work for 6 Minimum Marks & Rest 4 Works for Remaining 24 Marks)</i> </td></tr></table>	No. of Successfully completed works	Category I: Three completed works carry 6 marks and thereon 2 marks for each completed works up to Max 15 works. <i>Note: 3 Works for 6 Minimum Marks & Rest 12 Works for Remaining 24 Marks)</i>	Category II: Two completed works carry 6 marks and thereon 3 Marks for each completed works up to Max 10 Works. <i>Note: 2 Works for 6 Minimum Marks & Rest 8 Works for Remaining 24 Marks.</i>	Category III: One completed works carry 6 marks and thereon 6 marks for each completed works up to Max 5 works. <i>Note: 1 Work for 6 Minimum Marks & Rest 4 Works for Remaining 24 Marks)</i>	Minimum Marks: 6 Maximum Marks: 30	Copy of orders with completion certificate for completed works.
No. of Successfully completed works							
Category I: Three completed works carry 6 marks and thereon 2 marks for each completed works up to Max 15 works. <i>Note: 3 Works for 6 Minimum Marks & Rest 12 Works for Remaining 24 Marks)</i>							
Category II: Two completed works carry 6 marks and thereon 3 Marks for each completed works up to Max 10 Works. <i>Note: 2 Works for 6 Minimum Marks & Rest 8 Works for Remaining 24 Marks.</i>							
Category III: One completed works carry 6 marks and thereon 6 marks for each completed works up to Max 5 works. <i>Note: 1 Work for 6 Minimum Marks & Rest 4 Works for Remaining 24 Marks)</i>							
3.	Technical Capability: Bidder should have at least 10 years of experience in handling Construction/Execution of Govt projects	Minimum Marks: 15	Copy of orders with completion certificate for completed works.				

Sr. No.	Parameter	Marking	Supporting document						
	pertaining to construction of buildings for Govt/PSU/CPSE: Marking Scheme Exp. 10 to 15 years- 15 Marks Exp. 15 to 20 years- 18 Marks Exp. More than 20 years- 20 Marks	Maximum Marks: 20							
4.	Personnel Capability: <table><tr><th>Technical Strength of Bidder Company</th><th>Marking scheme</th></tr><tr><td> Category I: (Minimum 25 to 34 professionals) Civil Engineer with 15 years' experience (Minimum 15-22 Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 10 to 14 Professionals) </td><td>10</td></tr><tr><td> Category II: (Above 35 professionals) Civil Engineer with 15 years' experience (Minimum 23 & above Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 15 & above Professionals) </td><td>15</td></tr></table>	Technical Strength of Bidder Company	Marking scheme	Category I: (Minimum 25 to 34 professionals) Civil Engineer with 15 years' experience (Minimum 15-22 Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 10 to 14 Professionals)	10	Category II: (Above 35 professionals) Civil Engineer with 15 years' experience (Minimum 23 & above Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 15 & above Professionals)	15	Minimum Marks: 10 Maximum Marks: 15	Copy of the resumes for respective personals to be submitted <i>*List of people to be deployed for the project.</i>
Technical Strength of Bidder Company	Marking scheme								
Category I: (Minimum 25 to 34 professionals) Civil Engineer with 15 years' experience (Minimum 15-22 Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 10 to 14 Professionals)	10								
Category II: (Above 35 professionals) Civil Engineer with 15 years' experience (Minimum 23 & above Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 15 & above Professionals)	15								
5.	Bidder having experience in construction/rendered PMC services for buildings/setting of Labs buildings having min Rs 5 Cr each in past 10 years for any Automotive test agency (notified under CVMR 126). Marking Scheme Minimum One Completed Works: 10 Marks More than One Completed Works: 15 Marks	Minimum Marks: 10 Maximum Marks: 15							
	Total marks (Maximum 100)	100							

Note: To qualify technically, bidder must score Minimum Marks mentioned for each parameter in above table and, score at least 70 Marks in Aggregate.

6.2.8. Submission of \ documents along with Tender

Interested applicants shall submit along with submission:

- Letter of Interest
- Legal Registration Certificates
- Documentary evidence pertaining to the Evaluation parameters for assessment

- Organization Profile
 - Credentials of Relevant Past Work
 - Last 3 Years Audited Financials (Unaudited for fy 2024-25 shall be acceptable)
 - Nature of Deployment for Key Personnel and Allied Documents.
 - Resume of people with relevant experience proposed for deployment
- (Formats for all above required data to be provided)

7. COMPLETION PERIOD:

15 Months from the LoI

Period of Contract: The contract period will initially be for **15 Months**. The contract may be extended at the sole discretion of Competent Authority for a further period as per the requirement. In case the performance of the Consultant is found to be unsatisfactory as per scope of work set out in the contract or is not in conformity with the terms & conditions of the Tender, then the contract may be terminated by Competent Authority even before the scheduled time by giving advance notice of one 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.

8. PERFORMANCE BANK GUARANTEE (PBG)

- 8.1. **Requirement:** The successful bidder shall furnish a **PBG of ₹15 Lacs value within 15 days from the date of issuance of the letter of acceptance** as per format prescribed at "*Annexure - C*".
- 8.2. **Validity:** The PBG shall remain valid for **(2) Two years** from the date of issuance.
- 8.3. **Invocation:** ICAT may invoke the PBG in case of default or non-compliance by the Consultant. The Performance Bank Guarantee of the successful Bidder will also be invoked and forfeited if he fails to comply with any of the conditions of contract.
- 8.4. **Release:** The PBG will be released upon successful completion of the contract and fulfilment of all obligations.

9. Liquidity Damages (LD Clause):

- 9.1. **Completion Period:** The DEA shall be required to complete the complete scope to the satisfaction of CoD and TA representative within the stipulated maximum time frame of **15 Months** from the date of receipt of the Purchase Order whichever is earlier.
- 9.2. **Delay in Submission:** If the DEA fails to complete the scope of work to the satisfaction of TA within the stipulated time frame of **15 Months**, the DEA shall be

liable to pay liquidated damages for each day of delay beyond the completion period.

- 9.3. **Liquidated Damages Rate:** Liquidated damages shall be imposed at the rate of unconditional penalty of ½% (Half Percent) total order value per week (7 days) delay in the submission of complete scope of tender, beyond the contractual completion period.
- 9.4. **Maximum Liquidated Damages:** The total amount of liquidated damage shall not exceed 10% of the total contract value. Once this limit is reached, TAs reserves the right to terminate the contract and forfeit any applicable performance security or guarantee.
- 9.5. **No Waiver of Obligations:** The imposition of liquidated damages does not relieve the DEA of any of its other obligations under the contract, including but not limited to the completion of work, compliance with all applicable regulations.
- 9.6. **Extension of Time:** In the event of delays caused by circumstances beyond the DEA control (force majeure), the DEA may apply for an extension of time. Any such request must be made in writing and supported by relevant documentation.
- 9.7. **Payment of Liquidated Damages:** Liquidated damages, if applicable, shall be deducted from any payments due to the DEA or from the DEA's security deposits or performance bank guarantee, at the sole discretion of the Owner.
- 9.8. **Final Determination:** The determination of the delay in the submission as well as the calculation and imposition of liquidated damages, shall be made by the TAs in its sole discretion, based on the contract terms and progress of work.

Chapter - 2

Instructions to Bidders

1. Submission of Bids:

- a) Bidders are required to submit their bids in two separate parts as detailed below:
 - **Part I - Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical specifications and eligibility criteria as outlined in the *tender document*. No pricing information should be included in this part.
 - **Part II - Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.

Both parts must be submitted in separate as specified in the e-tendering or GeM platform. Each copy shall contain, dully filled and signed by an authorized person from the Bidder's company.

- b) This is an **E-tender**, interested tenderers/Bidders may download the tender enquiry document (TED) and submit their bids online at GeM, <https://gem.gov.in/>. Bidders are required to enroll on <https://gem.gov.in/> portal.
 - c) Bidders should strictly follow the date & time schedule mentioned in the Tender enquiry on <https://gem.gov.in/> portal
 - d) Bids received on e-tendering portal i.e. <https://gem.gov.in/> will only be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
 - e) ICAT will not be responsible for any delay in enrolment/registration as bidder or submitting/uploading the offer on tender portal. Hence, bidders are advised to register on e-tendering website <https://gem.gov.in/> well in advance.
 - f) Request for extension to "**Bid submission end date**" should be avoided; in case extension is inescapable, ICAT can take decision suitably.
 - g) Any change/corrigendum/extension of opening date in respect of this tender will be issued through websites/portal only and no separate notification will be issued in this regard. Bidders are therefore requested to regularly visit portal for updates.
 - h) For tender content related doubts, bidder should contact ICAT contact person, contact details are given on first page.
 - i) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
 - j) All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
 - k) If so indicated in NIT, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein / online. Participation in such a Pre-bid Conference is not mandatory.
2. ICAT/Committee of Directors (COD) reserves the right to accept the offer in full or in parts or reject Summarily or partly.
 3. ICAT/Committee of Directors (COD) reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.

4. **Pre-Bid Meeting:** Pre-Bid meeting is arranged on **17th September' 2025 @ 15:00 Hrs** at ICAT Centre - 1, Plot No. 26, Sector - 3, Manesar (Haryana). The firm may submit their queries/suggestion if any regarding Tender to the Engineer-In charge-ICAT in writing on or before **16th September' 2025 @ 17:00 Hrs** before Pre-Bid meeting. Alternatively they may submit their queries/suggestions through e-mail before Pre-Bid Meeting to following **E-Mails: smita@icat.in, sitikantha.padhy@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in**
5. Bidders should QUOTE strictly in accordance with the requirements.
6. Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
7. Based on the list of experience provided by the bidder, ICAT/Committee of Directors (COD) will have its option to obtain details of performance etc. for evaluation of the tender, directly from the concerned PSUs/ Labs. / Scientists etc.
8. **Bid Security (EMD) applicable if mentioned specifically in portal:**
 - a) **EMD/Bid Security** - Bidder should submit a **EMD of INR 6,00 Lakh (Rupees Six Lakh Only)** in either form of **DD/FDR/BG** the EMD should be valid for a minimum period of **6 Months**. In case bidder is seeking exemption for submission of EMD the appropriate application/certificate/undertaking should be submitted with technical bid.
 - b) The rights for acceptance of such application/certificate/undertaking are with tender inviting authority whether the same is accepted or not.
 - c) In case of non-acceptance of exemption application bidder must submit required **EMD** within **7 Days** from the date of intimation by tender inviting authority.
 - d) The units registered with **Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department shall be exempted from the payment of Bid Security (Earnest Money Deposit) as defined under Rule 170 of General Financial Rules (GFR), 2017**. In such case, copy of the certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format. The Indian Agents of foreign firms registered with DGS&D are not eligible for exemption from submission of Bid Security.
 - e) In case the unit is not covered as above, it shall submit the offer along with the Bid Security (EMD) for the amount mentioned against each equipment/Instrument.
 - f) Bidder should deposit the amount of EMD in below mentioned ICATs account via RTGS /NEFT & upload the RTGS / NEFT slip with UTR details in Cover 1 in EMD section.
 - g) ICAT's bank A/C no., IFSC Code, Bank Name, Branch Name

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

- h) The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.
 - i) The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items
 - j) If the EMD is not insisted in a tender, ICAT may require Bidders to sign a Bid securing declaration 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 a period of 1 year to submit Bids for contracts with ICAT.
 - k) Submission of EMD may not be applicable for Government Organization /PSUs /Autonomous Bodies
9. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, ICAT, Manesar may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document. Bidder should refer the related corrigendum before submitting their bid.
10. Bids for procurement of goods / availing services shall be valid for a period of **90 days** from the date of opening the technical bid. ICAT may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.
11. Bidders should refer the entire corrigendum made till end of bid submission date and update their bids accordingly.
12. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
13. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
14. All the documents being submitted by the bidders would be encrypted using encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket encryption technology. Data storage encryption of sensitive fields is done.
15. Upon the successful and timely submission of bids, the portal will give a successful bid submission acknowledgement & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. Bidder should save this acknowledgement & submit it to ICAT, in case of any dispute/grievance, failing which, such complaints will not be entertained.
16. Bidder can modify its bid (if required) before the last date/time of bid submission; after that Portal will not allow any modification.

17. Two Bid System:

In this system the bidder must submit his offer online in two covers on or before bid submission date.

A. "Cover No.1 – Technical Bid" and

B. "Cover No.2- Commercial Bid" respectively.

A) Cover No.1: "Technical Bid" Shall contain

- 1) The technical bid should not contain any price information. If found so, ICAT/COD reserves the right to disqualify the bidder.
- 2) The technical bid should contain dully filled detail compliance sheet to Technical specifications (as per the chapter I) & supporting documents asked under Eligibility criteria, if it is not submitted by the bidder, ICAT/COD may reject such bid.
- 3) The technical bid should contain signed and sealed Tender Acceptance Letter in prescribed format given in chapter IV & deviation letter if any.
- 4) The technical bid should also contain all mandatory prescribed documents / forms as mentioned in Tender.
- 5) The technical offer should be complete to indicate that all products and services asked-for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. Unsigned bids may be rejected.
- 6) Users List: The bidder shall provide a list of users along with name and contact address of person responsible where similar system/ service has been supplied.
- 7) The technical bid should contain commercial terms with reference to the tender.
- 8) Bidder who is participating as an Individual /Private Limited Company/ Limited Liability Partnership/ Partnership/ Sole Proprietorship cannot participate as another bidder (through a joint venture/consortium) in same tender.
- 9) In case of limited tender enquiry, the tender enquiry will be nontransferable, if the listed potential bidder wants to participate through its sister concern firm, they have to take prior permission from ICAT, where ICAT will verify the credentials of sister concern firm & take appropriate decision.
- 10) If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid
- 11) SC/ST/ Women Entrepreneurs/MSME should attach relevant Registration certificate along with their bid.
- 12) GST registration no. details should be submitted in technical bid.
- 13) List of deliverables / Bill of materials and services

- 14) The technical bid should contain the Proofs/Documents related to the eligibility criteria.
- 15) Contact details of Authorized signatory (e-mail ID, Mobile No. and also general e-mail ID) for easy and faster communication.
- 16) If bidder is ISO certified, copy of certificates shall be submitted.
- 17) Bidder shall submit all declarations (mentioned in tender) dully filled and signed in technical bid.

B) Cover No. 2: "Commercial Bid" Shall contain

Bidders shall strictly follow price bid format shared

- 1) Commercial Bid should be submitted online in mentioned Price bid format of tender. Any field of price bid format should not be kept blank. Use NA (not applicable) in case any field is not relevant.
- 2) Price schedule complete in all respects
- 3) Rates should be quoted giving the basic price, applicable GST % & item wise HSN /SAC codes (as per ICAT price format given in tender document).

Note: ICAT/COD reserves the right to disqualify the bidder for any deviation in technical and commercial bid.

18. **Conflict of Interest:** Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest will be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in technical bid itself.

A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the ICAT regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or

vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the ICAT throughout the Tender process and execution of the Contract.

19. Cartel Formation/ Pool Rates

Bidders shall not enter into cartel formation / pool rates. If ICAT found that, it is a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, then it reserves its rights to

- 1) order any quantity on any one or more bidders without assigning any reason thereof (if the procurement is urgent)
And/ or
- 2) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the ICAT also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to *Chapter V* of the "*The Competition Act 2002*", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the ICAT under the contract and Law.

20. Opening the Technical Bids:

Cover no.1 i.e. Technical bid will be opened online as per the prescribed schedule. (Physical attendance of bidders at ICAT is not required).

The technical bids will be evaluated to shortlist the eligible bidders. The commercial bids of only the short-listed eligible bidders shall be considered for further processing.

In the event of specified date for the opening of technical bids being declared as a holiday for ICAT, Manesar, or in case of any technical issue in website/portal, the same will stand extended to the next working day. No communication is required in such cases.

21. Technical Evaluation:

Technical bids shall be evaluated in accordance with the eligibility criteria and evaluation parameters set forth in Paragraph 6 of Chapter 1.

In two bid system, after opening of technical bid, if any clarification is required for parameter / conditions from bidder, ICAT will intimate it through email & sufficient timeline, as considered appropriate, will be given to answer /reply. Bidder has to clarify it in writing within that timeline only, failing which their offer may be ignored for further evaluation.

The result of technical bid evaluation may be published on online portal (GeM).

Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing within two (2) days of the declaration of evaluation results.

22. Opening the Commercial Bids:

Bidders who are complying to all technical requirements, Eligibility criteria and terms & conditions will be treated as "qualified eligible bidder" & commercial bids of only such bidders will be opened online.

23. Commercial Evaluation:

As per Clause 6.2 Evaluation Parameters of Chapter 1.

24. Award of Contract

ICAT/COD shall award the contract to the eligible bidder whose bid has been determined as the highest evaluated combined score.

In case of Open / advertised tenders, the successful bidder shall sign integrity pact agreement as per latest guidelines of CVC and procurement manual 2024 while entering into a contract.

"Even after award of contract ICAT reserves the right to increase/decrease the ordered quantity by up to [25] per cent at any time, till the final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)."

25. Reasonableness of Rates Received

ICAT/COD shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to reject any or all Bids or abandon/ cancel the Tender process and issue another tender for the identical or similar services

Chapter - 3

General Conditions of Contract (GCC)

1. **Right to Modify the Scope and Scrap the Process:** ICAT/COD reserves the right to amend, alter, modify, and amplify the specifications or quantum of procurement at any time before orders are finally placed on the selected bidder. COD/ICAT also reserves the right to scrap the entire process of procurement at any stage before the orders are placed on the bidder(s) without assigning any reason.
2. **Conditional Offers, alternative offers, multiple bids by a bidder will not be considered.**
3. **Rejection of bid based on past performance & feedback**
 - 3.1. Firms which have already awarded with contract by ICAT for supply & installation of any type of product / equipment / utility system but they have not supplied it even after the prescribed delivery date i.e. delivery is pending for long time Or attempted partial delivery OR already supplied a product / equipment / utility system to ICAT but not completed its installation / commissioning / training / not submitted mandatory documents like calibration certificate, software license key Or liasoning work is pending then such firm's bid will not be considered for evaluation.
 - 3.2. Firms which have supplied & installed any type of product / equipment / utility system to ICAT but their after sales service is poor, warranty replacements are pending or the supplied system has frequent break-downs because of which ICAT faced business losses then, such firm's bid will not be considered for evaluation. (This will be applied after sufficient scrutiny of evidences & facts and approval of ICAT Bid evaluation committee)
 - 3.3. Firms which have already awarded with contract by ICAT for providing any type of services but they have not provided services even after the prescribed delivery date i.e. delivery is pending for long time OR already provided services to ICAT either partial or full but their after-sales service support is poor or the results of service is not as per the tender requirement OR liasoning work is pending then such firm's bid will not be considered for evaluation.
 - 3.4. Bidders should submit supporting documents (as mentioned in tender) along with application/bid. This will be verified before evaluating technical specifications. In case bidder does not meet the criteria or we get negative feedback (written/verbal) from their customers or bidder is found blacklisted at any organization or bidder has open /unresolved grievance on GeM or found suspended at GeM portal or any other government portal then the bid may be treated as disqualified.
4. **The price quoted shall be considered firm and no price escalation will be permitted.**
5. **Delivery Period / Timeliness:** The bidder shall specify the delivery schedule in technical bid. The Bidder shall specify the expected period for completion of the work mentioned in service order
6. **Amalgamation / Acquisition etc.:** In the event the Manufacturer / Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer / Successor of the Principle Company are liable for execution of the contract and also fulfilment of contractual obligations & government levies pending (if any) etc.
7. **In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender**

Document, Committee of Directors' (COD) interpretation of the clauses shall be final and binding on all parties.

8. ICAT will not provide any accommodation / transportation for the engineers / representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Supplier to make their arrangements. The representative should have proper identity card or authorization letter provided by the supplier for entering ICAT.
9. The Supplier / successful bidder must ensure use of Proper Personal protective equipment (PPE) by their engineers / representatives carrying out installation, commissioning and demonstration work.
10. **Indemnity:** The Supplier / successful bidder should indemnify, protect and save ICAT, Manesar against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied / services provided by them.

The supplier should indemnify/ agree for recovery made by us of any tax amount from him on account of any refusal of Input Tax Credit to us for any deeds which deprives us from availing the eligible credit.

11. GOODS & SERVICE TAX REMARKS

- (i) GST Tax Invoice shall either be physically signed copy or digitally signed/e-invoice as required under the Sec 31 to 34 of the CGST Act 2017 read with CGST Rules relating to Tax Invoice. GST Tax Invoice or Debit or Credit note for supply of Goods or service or both shall contain all the requirements as mandated under Section 31 to 34 of the CGST Act. Vendor shall provide all necessary inputs, relating to Tax Invoice, Credit and Debit Note, as per CGST / SGST / IGST / UTGST Act and amendments from time to time. For GST payment, matching the invoices uploaded by the vendor on GST Portal is necessary.
- (ii) Vendor shall agree to ensure correct, accurate and matched invoices and Returns uploading on GST Portal within due dates, as per specified GST Act.
- (iii) Basic Price shall not include any taxes such as CGST, SGST, IGST and UTGST
- (iv) In view of Anti Profiteering Provisions, the reduction in the price has to be passed to us.
- (v) E-way Bill provisions as notified are to be complied with.
- (vi) **INDEMNIFICATION:** The Vendor agrees for recovery made by us of any tax amount from him on account of any refusal of Input Tax Credit to us for any deeds which deprives us from availing the eligible credit.

INVOICE:

- (i) Vendor shall submit invoice / bill in duplicate mentioning our Purchase Order Number / Date / Challan No. / L.R. No. / R.R. No. etc. within 7 days from invoice date. Vendor shall check description, UoM, Qty, HSN / SAC, Tax% of Invoice with respect to PO and Invoice shall contain ICAT GSTN, Vendor GSTN, PAN, Bank details. The invoice / bill shall be duly stamped and signed / digitally signed. Vendor shall submit copy of e-Invoice (with legible / scannable QR code), wherever applicable, as per Govt. Notification.

12. 12.a: Methodology for Measurement of executed Project Value, to be used for Invoicing: The

estimated project cost mentioned in tender is indicative. Invoice has to be raised as per below formula:

Basic amount of Purchase order (exclusive of GST) released by respective test agencies x consultancy percentage charges quoted in bid

12.b: Payment terms: Milestone based as mentioned in technical scope. In case of service, Bidders must submit copy of PAN other related documents along with Order Acceptance/invoice. Applicable TDS will be deducted while releasing the payment.

13. Freight & Insurance: (NOT APPLICABLE IN THIS CASE): Indigenous: The equipment to be supplied will be insured by the vendor against all risks of loss of damage from the date of shipment till such time it is delivered at ICAT, Manesar site in case of Rupee transaction.

14. 14.1) Delays in Delivery / completion of services - Suppliers shall be required to adhere to the delivery schedule (including any instalment thereof or incidental Work/ Services, specified in the purchase order (or as extended) and, if there is a delay in supplies, it amounts to breach of contract, since 'Time is the Essence of the Contract'

ICAT may, without prejudice to his other rights:

- a) Recover from the contractor liquidated damages Or
- b) Treat the delay as a breach of contract and avail all the remedies therein, although it is in the ICAT' interest to resort to this provision.

14.2) Extension of Delivery: If, at any time during the contract, the supplier encounters conditions hampering the timely delivery of goods/Services, he shall promptly inform the concerned officer in writing. He should mention its likely duration and request an extension of the delivery schedule accordingly. On receiving the supplier's communication, ICAT will examine the proposal and, on approval from the Competent Authority, may agree to extend the delivery schedule, with or without LD and with or without the denial clause.

14.3) Performance Notice: A situation may arise where the supply/services have not been completed within the stipulated period due to negligence/fault of the supplier; however, the supplier has not made any request for an extension of the delivery period, but ICAT still requires the contracted goods/services, and the ICAT does not want to terminate the contract at that stage. In such a case, a performance notice (also known as notice-cum-extension letter) may be issued to the supplier by suitably extending the delivery date and by imposing LD with denial clauses.

14.4) Delivery attempted after Expiry of the Delivery Period

14.4.1) If the local contractor/supplier makes supplies /services after the expiry of the delivery period, the supplies /services may be provisionally retained under a franking clause reserving right, and the contractor may be asked to obtain an extension of the delivery period from an authorized purchase officer of ICAT with or without any LD/denial clause. Here contractor/supplier shall make a note that materials have been supplied after the expiry of the contracted delivery date, and its provisional retention does not accept or condone the late delivery. It does not intend or amount to an extension of the delivery period or keeping the contract alive. You may apply for an extension of delivery date from the procuring entity. The goods are being retained without prejudice to the rights of the Government of India under the terms and conditions of the contract."

14.4.2) As regards supplies coming from outside Delhi-NCR contractors, if the

contractor/supplier dispatches the stores after the expiry of the delivery period, the consignee should, after the receipt of the railway receipt, lorry receipt or goods consignment note or airway bill, send an intimation to the contractor stating that the action taken by him in dispatching the goods after expiry of the delivery date is at his own risk and responsibility and that the consignee is not liable for any demurrage, wharfage and deterioration of goods at the destination station and, in his interest, the contractor should get an extension of the delivery period from ICAT .

Note: In case of 14.4.1 & 14.4.2, contractor/supplier shall not ask payment without having formal approval for extension of delivery period.

14.5) Denial Clause: The denial clause, wherever delay in delivery is due to a default by the seller, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller, while ICAT reserves his right to get any benefit of a downward revisions in statutory duties, PVC, and foreign exchange rate during such period.

- 15. Penalty/Liquidated Damages for delayed delivery/ services:** Compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as Liquidated Damages (LD).

Penalty: Every week of delay in scheduled delivery period shall attract a penalty of 0.5% of Purchase Order value with a maximum ceiling of 10%. The term "Delivery" for the application of this clause defined as follows.

Definition of Delivery: Floating of tender within 10 days from receipt of final requirement from test agencies along with all supporting documents.

Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays may be treated as a breach of contract and shall be noted as deficient performance and held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a deficient performance.

There may be delays for which both buyer and supplier may be responsible to a different extent. In such cases, the levy of LD and Denial clause may be decided mutually on merits

- 16. ICAT, Manesar reserves the right to cancel the order in case of excessive delay.**
- 17. Force Majeure:** ICAT, Manesar may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

- 18. Arbitration:** All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (ICAT, Manesar or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be ICAT, Manesar, India. The jurisdiction of the courts shall be Gurgaon, Haryana, India.

19. **Jurisdiction:** Disputes concerning procurements of ICAT shall be subject to the jurisdiction of competent courts in Gurgaon, Haryana, Manesar.
20. **Bidders Compliance to all conditions mentioned above (Yes/No):** All the conditions spelt out above will form the standard terms and conditions of the purchase order. In case of Deviation to any of the above conditions, bidder must submit a deviation sheet in technical cover, i.e. in cover 1
21. The provisions of Public Procurement (Preference to Make in India) will be applicable as per guidelines of GOVT.OF INDIA. Related orders may be accessed at DPIIT's website <https://dpiit.gov.in/public-procurements>
22. Bidder may have to sign NON-DISCLOSURE AGREEMENT with ICAT (wherever applicable).
23. Provisions under rule 144 (xi) of GFR will be applicable for this tender.
24. Bidder shall submit the declaration about country of origin (wherever applicable) for the Quoted equipment in technical bid as per **Chapter - 5**
25. Latest notifications of Govt. of India will be referred as & when required.
26. Bidder shall strictly follow and comply Plastic Waste Management (Amendment) Rules, 2022 issued by MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE (CPCB). <https://cpcb.nic.in/rules-4/>
27. Bidder shall read & submit declaration of "Code of Integrity & conflict of interest" as per annexure-B.
28. Supplier shall ensure compliance to all rules / regulation related to labour law and Occupational Safety, Health and Working Conditions Code, 2019 while executing the contract.
29. While executing the contract supplier shall ensure compliance to THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013
30. All supplied equipment must meet the Environmental, Health and safety aspects. If hazardous material is used, then please provide MSDS (Material Safety Data Sheet) and procedure for disposal.
31. Preference to MSE will be applicable as per MSE act / rule.

Note – Terms conditions mentioned above are of generic nature applicable to majority of cases, however bidder shall also refer General conditions of contract (GCC) mentioned in **Chapter - 3** of tender.

Chapter - 4

Tender Acceptance Letter (To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement, and I/we shall abide hereby by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety, except the deviations mentioned separately in technical bid.
4. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
6. I/We understand that ICAT reserves the right to amend, alter, modify, and amplify the specifications or quantum of procurement at any time before orders are finally placed on the selected bidder. ICAT also reserves the right to scrap the entire process of procurement at any stage before the orders are placed on the bidder(s) without assigning any reason.
7. Deviation to any term/ condition is attached herewith as a separate annexure /sheet.
8. I/We hereby declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security (if called for) before the deadline defined in the tender document, then we will be suspended for a period of 1 year to submit Bids for contracts with ICAT.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Chapter - V
Declaration

(Declaration must be on Company letterhead)

Tender Enquiry: -

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. The **country of origin** of the offered product is _____

Note: - If, the bidder is having registration with the Competent Authority, evidence of the same shall be attached.

Signature: -

Name of competent Authority:

Designation: -

Date: -

(to be printed in letter head)

Annexure - A
Self-Certification under preference to Make in India order
Certificate / Local Content

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

Tender Ref No-Description-

Dear Sir,

We M/s_____ have read, understood and accepts the Additional Terms and Conditions (Preference to Make in India) of Appendix- A and here by confirm that the offer meets the following

- a) Minimum local content: %
- b) Category of Supplier (**Class I/Class II Local/Non Local**) :
- c) Details of the location (s) at which the local value addition is made is as under:

Manufacturing Location: _____

% Local Content Value addition as follows:

Sl. No.	Item name	Country of Origin	% of Total Cost
1.		Local /India	
2.		Imported (mention name of countries)	

Authorized Signatory

Annexure - B

**Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)**

Ref. No: Date

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

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para of your Tender document and have no conflict of interest as mentioned under Para of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring organisation are as under:

- (a)
- (b)
- (c)

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,
Yours sincerely,

Signature
(Name of the Authorized Signatory) Company Seal

Code of Integrity

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
2. **Code of integrity for Public Procurement:** ICAT as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - a. **“corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - b. **“Fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - c. **“anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the ICAT, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - d. **“coercive practice”:** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - e. **“conflict of interest”:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of ICAT who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the ICAT with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - f. **“Obstructive practice”:** materially impede the ICAT’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the ICAT’s Entity’s rights of audit or access to information;
3. **Obligations for Proactive disclosures**
 - A. The ICAT as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of

interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

- B. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- C. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the ICAT.

4. Punitive Provisions Without prejudice to and in addition to the rights of the ICAT to other penal provisions as per the bid documents or contract, if the ICAT comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the ICAT may take appropriate measures including one or more of the following:

- A. If his bids are under consideration in any procurement:
 - i. Forfeiture or encashment of bid security;
 - ii. Calling off of any pre-contract negotiations; and
 - iii. Rejection and exclusion of the bidder from the procurement process.
- B. If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the respective test agency;
 - ii. Forfeiture or encashment of any other security or bond relating to the procurement.
 - iii. Recovery of payments including advance payments, if any, made by the respective test agency along with interest thereon at the prevailing rate.
- C. Provisions in addition to above
 - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the test agency for a period not less than one year.
 - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India.
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Annexure - C
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 – 122051 (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 **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).
- (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.

PME-DEA

Annexure - D
Eligibility Declaration
(To be executed on a ₹500/- non-Judicial stamp paper)

We _____ [BIDDER NAME] hereby confirm that we comply with all the stipulations of Detailed Condition of contract (Chapter-1) and Clause 6.1 of the tender document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as and when it may be requested:

1) Legal Entity of Consultant:

We are:

- a) _____ relevant documents enclosed)
- b) We are a Consultancy Services provider with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, or equivalent registration certificate as applicable to the subject Services.

2) Eligibility:

We solemnly declare that we (including our affiliates or subsidiaries, or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in this Tender document in this regard.
 - iii. We have neither changed our name nor created a new "Allied Entity", consequent to the above disqualifications.
- c) Do not have any association (as consultant/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in this Tender document.
- d) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other consultant to submit or not to submit an EOI to restrict competition.

- e) We certify that we fulfil other additional eligibility conditions if prescribed in the REOI document.
- 3) We certify that we are not an entity from a country identified to restrict Consultants from India from participation in their Government Procurements.
- 4) Restrictions on procurement from consultants from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a consultant of a country which shares a land border with India and on sub-contracting to contractors from such countries and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) we shall not subcontract any assignment to a contractor from such countries unless such a contractor is registered with the Competent Authority.*

5) Startup Status:

We confirm that we are (Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT) enclosed herewith)/ are not a Startup entity as per the Department of Promotion of Industrial and Internal Trade – DPIIT.

6) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.

Chapter - 1**Detailed Technical Condition of Contract****1. NAME OF WORK**

Appointment of Designated Execution Agency (DEA) for various Civil and MEP For Testing Agency Infrastructure Upgradation under PM E-Drive Scheme.

Bids are invited from competitive, qualified, experienced Civil Construction Consultant/Contractors under QCBS Selection method via open tendering system in two packet bidding for facility creation at ICAT – Manesar, NATRAX – Indore and GARC – Chennai.

2. OBJECTIVE

To engage a competent Designated Executing Agency (DEA) to undertake planning, design coordination, procurement, and execution of civil and MEP works for augmentation of infrastructure at Testing Agencies, viz., ICAT – Manesar, NATRAX – Indore and GARC – Chennai under PM E-Drive scheme, adhering to applicable Government and industry standards. The DEA shall be responsible for delivering complete, compliance, and commissioned facilities in line with approved designs, specifications, and regulatory requirements with close coordination with Designated Procurement Agency (DPA) which will be facilitating procurement of test equipment Test Agencies, Vendors/contractors etc.

3. SCOPE OF WORK**3.1. Pre-Construction Phase****3.1.1. Appointment of Architect/Design Consultant**

3.1.1.1. DEA shall carry out premilitary site survey and required soil testing.

3.1.1.2. The DEA shall appoint an Architect / Design Consultant at its own cost and scope. No separate payment shall be admissible to the Architect/Design Consultant under this project.

3.1.1.3. The Design Consultant shall prepare all required architectural, structural, and MEP (HVAC, electrical, plumbing, firefighting, IT) drawings in consultation with Testing Agencies (TAs) and equipment suppliers .

3.1.2. Design Deliverables and Compliance

3.1.2.1. DEA shall prepare comprehensive design basis reports and tender drawing, working drawings etc., detailed cost estimates, NIT documents for appointments of contractors, etc. The detailed cost estimates would contain detailed specifications and quantities of various items on the basis of equipment specification and schedule of rates maintained by CPWD.

3.1.2.2. DEA shall prepare and finalize the schedule for the entire project giving all specific activities and time frames for completion of the project in the shortest period. Inputs from respective TAs may be sought.

- 3.1.2.3. DEA shall ensure that all drawing/ designs are prepared in accordance with the relevant bye-laws of local Authority, Indian Electricity Rules and Indian Standard specification as amended up to date or as per sound engineering practice and shall be responsible to ensure the structural stability and efficiency/adequacy of various other services and utilizes to be designed by Designated Executing Agency.
- 3.1.2.4. Issuance of Good For construction drawings for execution purpose to Civil and MEP contractors will be responsibility of DEA.
- 3.1.2.5. Prepare and submit:
- Architectural, Structural, and MEP designs (HVAC, electrical, plumbing, firefighting, IT cabling) after taking requirements from equipment suppliers and TAs .
 - Detailed Project Reports (DPRs) with itemized BoQs.
 - Cost estimates based on CPWD DSR 2023. In case DSR is silent, use relevant SORs.
 - Land survey, Contour Plans, Master plan, Geotechnical investigation, wherever required
 - Various required layouts, Good for Construction (GFC) Drawings
- 3.1.2.6. Ensure compliance with all relevant codes: NBC, CPWD, fire safety, electrical, and environmental. IS, Factory Inspector, PESO, Pollution Control Board, wherever required
- 3.1.2.7. Obtain statutory approvals from local authorities.
- 3.1.2.8. Submit As-Built Drawings after completion.
- 3.1.3. Interface Coordination**
- 3.1.3.1. The DEA, or its designated Design Consultant, shall be responsible for coordinating on continuous basis with the respective TAs for establishment of the required facilities. The responsibilities shall include, but not be limited to item-wise quantities, cost estimates, project schedule, preparation of designs and drawings for Civil and MEP (Mechanical, Electrical, and Plumbing) works based on inputs received from respective TA and equipment suppliers, and development of a bar chart together with a comprehensive schedule covering construction, installation, and commissioning activities.
- 3.1.3.2. DEA will also be responsible to coordinate with Designated procurement agency (DPA) and arrange progress review meeting to keep track of equipment supply, installation and commissioning.
- 3.1.3.3. DEA should conduct periodic site meetings and coordination meetings with all stake holders for timely completion of project.
- 3.1.3.4. All documentation and minutes of meeting must be maintained by DEA.

3.2. Tendering for Appointment of Contractor for civil works and Construction Phase

3.2.1. Tender Publication & Bid Management

3.2.1.1. Post approval of DPR(s) from the TAs, DEA shall prepare tender documents for appointment of contractor(s). The tender documents shall be prepared in accordance with the provisions of CPWD works manual, CPWD Schedule of Rates, CPWD Specification and up to date Contract & Manual circulars issued by CPWD and GFR 2017 norms.

3.2.1.2. DEA shall publish tender(s) for each location following CPWD GCC, CPWD manuals. DEA shall ensure strict compliance of GFR 2017 and CVC guidelines, as amended from time to time. The bid shall be of Two Parts

Part -I shall be of Techno commercial bid.

Part-II shall be financial bid.

3.2.1.3. The Bid shall be floated on CPP Portal and DEA's website. DEA shall be responsible for finalization of the tender documents. Inputs on the tender documents may be sought from TAs.

3.2.2. Bid Evaluation in consultation with respective TA

3.2.2.1. DEA shall evaluate technical and financial bids and establish rate reasonability.

3.2.2.2. In case the discovered price is less than the DPR estimates, DEA shall proceed with awarding the contract. In case the discovered price is more than the DPR estimates, DEA will share the comparative statement (Price Part) with TAs. Based on the recommendation from the TAs, DEA will decide the way forward, including but not limited to, price negotiation, retendering or award of contract.

3.2.3. Work Order Finalization

3.2.3.1. After approval from Competent Authority, issue LOI to the qualified bidder.

3.2.3.2. Formal Work Order shall be issued by DEA only after receipt and verification of valid Performance Bank Guarantee (PBG).

3.2.4. Construction & Execution

3.2.4.1. DEA will deploy a dedicated Project manager for each location and DEA will be project Engineer In-charge.

3.2.4.2. DEA will deploy suitable manpower at respective TA and ensure the following:

- a. Mobilization
- b. Co-ordination & Documentation
- c. Communication
- d. Scheduling (PERT chart showing resource planning along with CPM to be submitted for each project and to be monitored at micro level)
- e. Scope control & Change management
- f. Cost control & Billing
- g. Contract Management

- h. Material, Safety & Quality Management
- i. Progress of Work as per Milestones
- j. Project completion as per tender & de-mobilize

- 3.2.4.3. DEA to coordinate with TA/DPA for Equipment delivery and to coordinate with Equipment vendor(s)/Civil contractor(s)/MEP contractor(s) for Installation of equipment's during civil construction/MEP phases, wherever applicable.
- 3.2.4.4. DEA team shall coordinate with respective TA teams on continuous basis to gather any inputs required for equipment specific civil works.
- 3.2.4.5. In case of deviation in items of work including quantity variation, price variation, new items, etc. during execution, DEA shall prepare and submit a deviation statement comprising of market rate analysis, deviation justification, etc. to the respective TA for their approval.
- 3.2.4.6. DEA shall submit physical and financial progress reports to TAs on monthly basis.
- 3.2.4.7. Till the validity of DEA's contract with respective TAs, DEA will provide necessary recommendations to the TAs in terms of handling issues such as disputes, delays, penalties, extensions of time, cancellation of awards, debarment, forfeiture or return of Performance Bank Guarantees (PBGs), EMDs, etc.

3.3. Post-Construction & Closeout

3.3.1. Completion and Handover

- 3.3.1.1. DEA must commission and hand over completed works in usable, compliant conditions for installation of equipment. DEA shall be responsible for resolving any civil works related issues during the commissioning of the equipment.
- 3.3.1.2. Submit final As-Built Drawings prepared by the design consultant to respective TAs.
- 3.3.1.3. DEA shall keep accounts and records for inspection and audit for entire codal life of document after the completion of project. Codal life of documents will be as adopted in CPWD guidelines.
- 3.3.1.4. Monitoring/managing all financial Instruments till closure of project.

3.3.2. Final Billing

- 3.3.2.1. Verify and recommend contractor and design consultant's final bills.
- 3.3.2.2. PBGs shall be retained through the Defect Liability Period.
- 3.3.2.3. DEA will process bills as per terms of engagement of the contractor
- 3.3.2.4. All payments will be made after approval of the Competent Authority

3.3.3. Legal and Contractual Oversight

- 3.3.3.1. DEA shall handle legal issues and contractual matters arising till Defect Liability Period up to issuance of Project utilization certificate , including arbitration if necessary.

4. FINANCIAL TERMS

- 4.1. DEA has to quote as % of actual cost of Civil and Utility works (excluding GST). The initial estimate of the proposed work for all three TA's is INR 26 crore plus applicable taxes.
- 4.2. **Breakup of cost estimates (excl GST) at all three TA s**
- ICAT – Manesar- Rs 5.03 Cr
 - NATRAX – Indore Rs 15.18 Cr
 - GARC- Chennai Rs 5.60 Cr
- 4.3. Payment to Civil and MEP contractors shall be linked to milestones – based on whichever is lower: physical or financial progress.
- 4.4. Payment to the DEA shall be made separately by respective Test Agency.

4.5. PAYMENT SCHEDULE:

- 4.5.1. **30% of contract value to be released after preparation/submission of DPR for all TA's.**
- 4.5.2. **20% of contract value to be released after placing all Civil MEP orders for respective TA's.**
- 4.5.3. **30% of contract value after completion of all Civil & MEP works for respective TA's.**
- 4.5.4. Balance amount to be released upon final handover of all works to the respective Test Agency. The balance payment shall be calculated on the basis of the financial bid of the bidder and the total value of work under this tender.
- 4.6. The DEA shall submit a milestone-based payment schedule for Civil and MEP contractors. This schedule will be subject to approval by the Competent Authority. Payments shall be released based on the lesser of the physical progress or financial progress achieved, as assessed against the approved milestones.
- 4.7. All payments will be made after the due approval of the Competent Authority.

5. STATUTORY, GOVERNMENT & INDUSTRY COMPLIANCE REQUIREMENTS

5.1. The DEA must ensure compliance to the following:

- General Financial Rules (GFR) 2017
- CPWD Works Manual & General Conditions of Contract (GCC)
- Central Public Procurement Portal Guidelines & eProcurement protocols
- CPWD DSR 2023 and respective State SORs (where applicable)
- National Building Code (NBC)
- Fire and Electrical Safety Codes (BIS/NFPA/State Guidelines)

- Environment & Local Building Approvals
- Building and Other Construction Workers Act (BOCW)
- PF, ESI, GST Registration & Compliance
- Factory Inspector, PESO, Defense related (wherever required)

5.2. Audit Requirements:

- DEA to handle, replies to Internal Audits, Statutory Audits, CAG Audits, CVC queries including MHI Audits and therefore to be custodian of all project related documents /records.
- Submit detailed monthly and quarterly MIS reports.
- DEA must facilitate inspections by MHI, PMA, and C&AG.

5.3. Engagement Terms

- DEA shall not sub-contract core responsibilities.
- All procurement activities must follow transparent, auditable practices.
- Confidentiality of data, drawings, and specifications must be preserved.
- Disputes will be resolved per Government arbitration norms.

6. ELIGIBILITY & EVALUATION PARAMETERS

6.1. Legal Valid Entity:

- 6.1.1. The **Bidder** shall be a **legally** valid entity, competent to enter into contracts under the applicable laws of India.
- 6.1.2. The **Bidder** shall submit a copy of **any one** of the following documents as proof of legal status:
- Certificate of Incorporation / Registration issued by the Registrar of Companies or Registrar of Firms; or
 - Valid Permanent Account Number (PAN) card issued by the Income Tax Department; or
 - Goods and Services Tax (GST) Registration Certificate.
- 6.1.3. The **Bidder** shall also submit an **Eligibility Declaration** in the format prescribed at **Annexure-D**.

6.2. Evaluation parameters

- 6.2.1. The evaluation of the bids will be a two-stage process based on Quality-cum-Cost Based Selection ("QCBS") method.

6.2.2. Technical bids will be evaluated for various parameters as specified hereinafter and the bidders securing a **Minimum 70 marks (T.S.)** in technical evaluation will be considered for the next stage i.e., opening of Financial Bids.

6.2.3. The Financial Bids will be evaluated by assigning a score of 100 to the lowest quoted price ("LQP") and the scores for Quoted Prices ("QP") of the other qualified bids will be normalized as under:

6.2.4. Normalized Financial Score of a Bidder

$$(F.S.) = 100 * LQP / QP$$

6.2.5. The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score (T.S.): 70%.

Financial Score (F.S.): 30%.

$$(\text{Combined Score} = T.S.*0.70 + F.S.*0.30)$$

6.2.6. The combined scores (Technical + Financial) arrived at as above will be ranked in descending order (H1, H2, H3...) and the bidder with H1 score will be recommended by the Evaluation Committee for selection to the Competent Authority.

6.2.7. **Technical Score (T.S.):**

Sr. No.	Parameter	Marking	Supporting document
1.	Financial Capability: Bidder should have at least 10 Cr. annual average Turn Over (TO) during last 3 completed FYs [2022-23, 2023-24, 2024-25 (unaudited)]: For 'TO' 10 Cr. to 25 Cr. - 10 marks For 'TO' 25 to 50 Cr. - 15 marks For 'TO' more than 50 Cr. - 20 marks	Minimum Marks: 10 Max. Marks: 20	Copy of Audited Balance sheet /CA certificate indicating Turnover (TO) of relevant period. UDIN Number is mandatory.

Sr. No.	Parameter	Marking	Supporting document				
2.	Technical Capability: The bidder shall be required to demonstrate satisfactory completion of works of <i>*Similar nature works</i> within the last five (5) financial years, with a project cost not less than the following value criteria: Category I - At least three (3) completed works of value not less than INR 10.52 Crore each; Or Category II - At least two (2) completed works of value not less than INR 13.15 Crore each; Or Category III - At least one (1) completed works of value not less than INR 21.04 Crore. <i>*Similar Nature Works: Successfully completed Project Management services / handled projects for Govt/PSU/CPSE containing scope of planning, design coordination, and execution of civil and MEP works for setting up infrastructure.</i> Marking Scheme <table><tr><th>No. of Successfully completed works</th></tr><tr><td>Category I: Three completed works carry 6 marks and thereon 2 marks for each completed works up to Max 15 works. <i>Note: 3 Works for 6 Minimum Marks & Rest 12 Works for Remaining 24 Marks)</i></td></tr><tr><td>Category II: Two completed works carry 6 marks and thereon 3 Marks for each completed works up to Max 10 Works. <i>Note: 2 Works for 6 Minimum Marks & Rest 8 Works for Remaining 24 Marks.</i></td></tr><tr><td>Category III: One completed works carry 6 marks and thereon 6 marks for each completed works up to Max 5 works. <i>Note: 1 Work for 6 Minimum Marks & Rest 4 Works for Remaining 24 Marks)</i></td></tr></table>	No. of Successfully completed works	Category I: Three completed works carry 6 marks and thereon 2 marks for each completed works up to Max 15 works. <i>Note: 3 Works for 6 Minimum Marks & Rest 12 Works for Remaining 24 Marks)</i>	Category II: Two completed works carry 6 marks and thereon 3 Marks for each completed works up to Max 10 Works. <i>Note: 2 Works for 6 Minimum Marks & Rest 8 Works for Remaining 24 Marks.</i>	Category III: One completed works carry 6 marks and thereon 6 marks for each completed works up to Max 5 works. <i>Note: 1 Work for 6 Minimum Marks & Rest 4 Works for Remaining 24 Marks)</i>	Minimum Marks: 6 Maximum Marks: 30	Copy of orders with completion certificate for completed works.
No. of Successfully completed works							
Category I: Three completed works carry 6 marks and thereon 2 marks for each completed works up to Max 15 works. <i>Note: 3 Works for 6 Minimum Marks & Rest 12 Works for Remaining 24 Marks)</i>							
Category II: Two completed works carry 6 marks and thereon 3 Marks for each completed works up to Max 10 Works. <i>Note: 2 Works for 6 Minimum Marks & Rest 8 Works for Remaining 24 Marks.</i>							
Category III: One completed works carry 6 marks and thereon 6 marks for each completed works up to Max 5 works. <i>Note: 1 Work for 6 Minimum Marks & Rest 4 Works for Remaining 24 Marks)</i>							
3.	Technical Capability: Bidder should have at least 10 years of experience in handling Construction/Execution of Govt projects	Minimum Marks: 15	Copy of orders with completion certificate for completed works.				

Sr. No.	Parameter	Marking	Supporting document								
	pertaining to construction of buildings for Govt/PSU/CPSE: Marking Scheme Exp. 10 to 15 years- 15 Marks Exp. 15 to 20 years- 18 Marks Exp. More than 20 years- 20 Marks	Maximum Marks: 20									
4.	<table><tr><td colspan="2">Personnel Capability:</td></tr><tr><td>Technical Strength of Bidder Company</td><td>Marking scheme</td></tr><tr><td>Category I: (Minimum 25 to 34 professionals) Civil Engineer with 15 years' experience (Minimum 15-22 Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 10 to 14 Professionals)</td><td>10</td></tr><tr><td>Category II: (Above 35 professionals) Civil Engineer with 15 years' experience (Minimum 23 & above Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 15 & above Professionals)</td><td>15</td></tr></table>	Personnel Capability:		Technical Strength of Bidder Company	Marking scheme	Category I: (Minimum 25 to 34 professionals) Civil Engineer with 15 years' experience (Minimum 15-22 Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 10 to 14 Professionals)	10	Category II: (Above 35 professionals) Civil Engineer with 15 years' experience (Minimum 23 & above Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 15 & above Professionals)	15	Minimum Marks: 10 Maximum Marks: 15	Copy of the resumes for respective personals to be submitted <i>*List of people to be deployed for the project.</i>
Personnel Capability:											
Technical Strength of Bidder Company	Marking scheme										
Category I: (Minimum 25 to 34 professionals) Civil Engineer with 15 years' experience (Minimum 15-22 Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 10 to 14 Professionals)	10										
Category II: (Above 35 professionals) Civil Engineer with 15 years' experience (Minimum 23 & above Professionals) Mechanical/electrical Engineering with 10 years' experience (Minimum 15 & above Professionals)	15										
5.	Bidder having experience in construction/rendered PMC services for buildings/setting of Labs buildings having min Rs 5 Cr each in past 10 years for any Automotive test agency (notified under CVMR 126). Marking Scheme Minimum One Completed Works: 10 Marks More than One Completed Works: 15 Marks	Minimum Marks: 10 Maximum Marks: 15									
	Total marks (Maximum 100)	100									

Note: To qualify technically, bidder must score Minimum Marks mentioned for each parameter in above table and, score at least 70 Marks in Aggregate.

6.2.8. Submission of \ documents along with Tender

Interested applicants shall submit along with submission:

- Letter of Interest
- Legal Registration Certificates
- Documentary evidence pertaining to the Evaluation parameters for assessment

- Organization Profile
 - Credentials of Relevant Past Work
 - Last 3 Years Audited Financials (Unaudited for fy 2024-25 shall be acceptable)
 - Nature of Deployment for Key Personnel and Allied Documents.
 - Resume of people with relevant experience proposed for deployment
- (Formats for all above required data to be provided)

7. COMPLETION PERIOD:

15 Months from the LoI

Period of Contract: The contract period will initially be for **15 Months**. The contract may be extended at the sole discretion of Competent Authority for a further period as per the requirement. In case the performance of the Consultant is found to be unsatisfactory as per scope of work set out in the contract or is not in conformity with the terms & conditions of the Tender, then the contract may be terminated by Competent Authority even before the scheduled time by giving advance notice of one 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.

8. PERFORMANCE BANK GUARANTEE (PBG)

- 8.1. **Requirement:** The successful bidder shall furnish a **PBG of ₹15 Lacs (Rupees Fifteen Lakh Only) value within 15 days from the date of issuance of the letter of acceptance** as per format prescribed at "*Annexure - C*".
- 8.2. **Validity:** The PBG shall remain valid for **(2) Two years** from the date of issuance.
- 8.3. **Invocation:** ICAT may invoke the PBG in case of default or non-compliance by the Consultant. The Performance Bank Guarantee of the successful Bidder will also be invoked and forfeited if he fails to comply with any of the conditions of contract.
- 8.4. **Release:** The PBG will be released upon successful completion of the contract and fulfilment of all obligations.

9. Liquidity Damages (LD Clause):

- 9.1. **Completion Period:** The DEA shall be required to complete the complete scope to the satisfaction of CoD and TA representative within the stipulated maximum time frame of **15 Months** from the date of receipt of the Purchase Order whichever is earlier.
- 9.2. **Delay in Submission:** If the DEA fails to complete the scope of work to the satisfaction of TA within the stipulated time frame of **15 Months**, the DEA shall be

liable to pay liquidated damages for each day of delay beyond the completion period.

- 9.3. **Liquidated Damages Rate:** Liquidated damages shall be imposed at the rate of unconditional penalty of ½% (Half Percent) total order value per week (7 days) delay in the submission of complete scope of tender, beyond the contractual completion period.
- 9.4. **Maximum Liquidated Damages:** The total amount of liquidated damage shall not exceed 10% of the total contract value. Once this limit is reached, TAs reserves the right to terminate the contract and forfeit any applicable performance security or guarantee.
- 9.5. **No Waiver of Obligations:** The imposition of liquidated damages does not relieve the DEA of any of its other obligations under the contract, including but not limited to the completion of work, compliance with all applicable regulations.
- 9.6. **Extension of Time:** In the event of delays caused by circumstances beyond the DEA control (force majeure), the DEA may apply for an extension of time. Any such request must be made in writing and supported by relevant documentation.
- 9.7. **Payment of Liquidated Damages:** Liquidated damages, if applicable, shall be deducted from any payments due to the DEA or from the DEA's security deposits or performance bank guarantee, at the sole discretion of the Owner.
- 9.8. **Final Determination:** The determination of the delay in the submission as well as the calculation and imposition of liquidated damages, shall be made by the TAs in its sole discretion, based on the contract terms and progress of work.

Chapter – 2

Instructions to Bidders

1. Submission of Bids:

- a) Bidders are required to submit their bids in two separate parts as detailed below:
 - **Part I – Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical specifications and eligibility criteria as outlined in the **tender document**. No pricing information should be included in this part.
 - **Part II – Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.

Both parts must be submitted in separate as specified in the e-tendering or GeM platform. Each copy shall contain, dully filled and signed by an authorized person from the Bidder's company.

- b) This is an **E-tender**, interested tenderers/Bidders may download the tender enquiry document (TED) and submit their bids online at GeM, <https://gem.gov.in/>. Bidders are required to enroll on <https://gem.gov.in/> portal.
 - c) Bidders should strictly follow the date & time schedule mentioned in the Tender enquiry on <https://gem.gov.in/> portal
 - d) Bids received on e-tendering portal i.e. <https://gem.gov.in/> will only be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
 - e) ICAT will not be responsible for any delay in enrolment/registration as bidder or submitting/uploading the offer on tender portal. Hence, bidders are advised to register on e-tendering website <https://gem.gov.in/> well in advance.
 - f) Request for extension to **"Bid submission end date"** should be avoided; in case extension is inescapable, ICAT can take decision suitably.
 - g) Any change/corrigendum/extension of opening date in respect of this tender will be issued through websites/portal only and no separate notification will be issued in this regard. Bidders are therefore requested to regularly visit portal for updates.
 - h) For tender content related doubts, bidder should contact ICAT contact person, contact details are given on first page.
 - i) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
 - j) All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
 - k) If so indicated in NIT, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein / online. Participation in such a Pre-bid Conference is not mandatory.
2. ICAT/Committee of Directors (COD) reserves the right to accept the offer in full or in parts or reject Summarily or partly.
 3. ICAT/Committee of Directors (COD) reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.

4. **Pre-Bid Meeting:** Pre-Bid meeting is arranged on **17th September' 2025 @ 15:00 Hrs** at ICAT Centre - 1, Plot No. 26, Sector - 3, Manesar (Haryana). The firm may submit their queries/suggestion if any regarding Tender to the Engineer-In charge-ICAT in writing on or before **16th September' 2025 @ 17:00 Hrs** before Pre-Bid meeting. Alternatively they may submit their queries/suggestions through e-mail before Pre-Bid Meeting to following **E-Mails:** smita@icat.in, sitikantha.padhy@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in
5. Bidders should QUOTE strictly in accordance with the requirements.
6. Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
7. Based on the list of experience provided by the bidder, ICAT/Committee of Directors (COD) will have its option to obtain details of performance etc. for evaluation of the tender, directly from the concerned PSUs/ Labs. / Scientists etc.
8. **Bid Security (EMD) applicable if mentioned specifically in portal:**
- EMD/Bid Security** - Bidder should submit a **EMD of INR 6,00 Lakh (Rupees Six Lakh Only)** in either form of **DD/FDR/BG** the EMD should be valid for a minimum period of **6 Months**. In case bidder is seeking exemption for submission of EMD the appropriate application/certificate/undertaking should be submitted with technical bid.
 - The rights for acceptance of such application/certificate/undertaking are with tender inviting authority whether the same is accepted or not.
 - In case of non-acceptance of exemption application bidder must submit required **EMD** within **7 Days** from the date of intimation by tender inviting authority.
 - The units registered with **Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department shall be exempted from the payment of Bid Security (Earnest Money Deposit) as defined under Rule 170 of General Financial Rules (GFR), 2017**. In such case, copy of the certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format. The Indian Agents of foreign firms registered with DGS&D are not eligible for exemption from submission of Bid Security.
 - In case the unit is not covered as above, it shall submit the offer along with the Bid Security (EMD) for the amount mentioned against each equipment/Instrument.
 - Bidder should deposit the amount of EMD in below mentioned ICATs account via RTGS /NEFT & upload the RTGS / NEFT slip with UTR details in Cover 1 in EMD section.
 - ICAT's bank A/C no., IFSC Code, Bank Name, Branch Name

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

- h) The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.
 - i) The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items
 - j) If the EMD is not insisted in a tender, ICAT may require Bidders to sign a Bid securing declaration 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 a period of 1 year to submit Bids for contracts with ICAT.
 - k) Submission of EMD may not be applicable for Government Organization /PSUs /Autonomous Bodies
9. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, ICAT, Manesar may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document. Bidder should refer the related corrigendum before submitting their bid.
10. Bids for procurement of goods / availing services shall be valid for a period of **90 days** from the date of opening the technical bid. ICAT may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.
11. Bidders should refer the entire corrigendum made till end of bid submission date and update their bids accordingly.
12. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "**My Space**" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
13. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
14. All the documents being submitted by the bidders would be encrypted using encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket encryption technology. Data storage encryption of sensitive fields is done.
15. Upon the successful and timely submission of bids, the portal will give a successful bid submission acknowledgement & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. Bidder should save this acknowledgement & submit it to ICAT, in case of any dispute/grievance, failing which, such complaints will not be entertained.
16. Bidder can modify its bid (if required) before the last date/time of bid submission; after that Portal will not allow any modification.

17. Two Bid System:

In this system the bidder must submit his offer online in two covers on or before bid submission date.

A. "Cover No.1 – Technical Bid" and

B. "Cover No.2- Commercial Bid" respectively.

A) Cover No.1: "Technical Bid" Shall contain

- 1) The technical bid should not contain any price information. If found so, ICAT/COD reserves the right to disqualify the bidder.
- 2) The technical bid should contain dully filled detail compliance sheet to Technical specifications (as per the chapter I) & supporting documents asked under Eligibility criteria, if it is not submitted by the bidder, ICAT/COD may reject such bid.
- 3) The technical bid should contain signed and sealed Tender Acceptance Letter in prescribed format given in chapter IV & deviation letter if any.
- 4) The technical bid should also contain all mandatory prescribed documents / forms as mentioned in Tender.
- 5) The technical offer should be complete to indicate that all products and services asked-for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. Unsigned bids may be rejected.
- 6) Users List: The bidder shall provide a list of users along with name and contact address of person responsible where similar system/ service has been supplied.
- 7) The technical bid should contain commercial terms with reference to the tender.
- 8) Bidder who is participating as an Individual /Private Limited Company/ Limited Liability Partnership/ Partnership/ Sole Proprietorship cannot participate as another bidder (through a joint venture/consortium) in same tender.
- 9) In case of limited tender enquiry, the tender enquiry will be nontransferable, if the listed potential bidder wants to participate through its sister concern firm, they have to take prior permission from ICAT, where ICAT will verify the credentials of sister concern firm & take appropriate decision.
- 10) If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid
- 11) SC/ST/ Women Entrepreneurs/MSME should attach relevant Registration certificate along with their bid.
- 12) GST registration no. details should be submitted in technical bid.
- 13) List of deliverables / Bill of materials and services

- 14) The technical bid should contain the Proofs/Documents related to the eligibility criteria.
- 15) Contact details of Authorized signatory (e-mail ID, Mobile No. and also general e-mail ID) for easy and faster communication.
- 16) If bidder is ISO certified, copy of certificates shall be submitted.
- 17) Bidder shall submit all declarations (mentioned in tender) dully filled and signed in technical bid.

B) Cover No. 2: "Commercial Bid" Shall contain

Bidders shall strictly follow price bid format shared

- 1) Commercial Bid should be submitted online in mentioned Price bid format of tender. Any field of price bid format should not be kept blank. Use NA (not applicable) in case any field is not relevant.
- 2) Price schedule complete in all respects
- 3) Rates should be quoted giving the basic price, applicable GST % & item wise HSN /SAC codes (as per ICAT price format given in tender document).

Note: ICAT/COD reserves the right to disqualify the bidder for any deviation in technical and commercial bid.

18. **Conflict of Interest:** Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest will be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in technical bid itself.

A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the ICAT regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or

vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the ICAT throughout the Tender process and execution of the Contract.

19. Cartel Formation/ Pool Rates

Bidders shall not enter into cartel formation / pool rates. If ICAT found that, it is a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, then it reserves its rights to

- 1) order any quantity on any one or more bidders without assigning any reason thereof (if the procurement is urgent)
And/ or
- 2) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the ICAT also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to *Chapter V* of the "*The Competition Act 2002*", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the ICAT under the contract and Law.

20. Opening the Technical Bids:

Cover no.1 i.e. Technical bid will be opened online as per the prescribed schedule. (Physical attendance of bidders at ICAT is not required).

The technical bids will be evaluated to shortlist the eligible bidders. The commercial bids of only the short-listed eligible bidders shall be considered for further processing.

In the event of specified date for the opening of technical bids being declared as a holiday for ICAT, Manesar, or in case of any technical issue in website/portal, the same will stand extended to the next working day. No communication is required in such cases.

21. Technical Evaluation:

Technical bids shall be evaluated in accordance with the eligibility criteria and evaluation parameters set forth in Paragraph 6 of Chapter 1.

In two bid system, after opening of technical bid, if any clarification is required for parameter / conditions from bidder, ICAT will intimate it through email & sufficient timeline, as considered appropriate, will be given to answer /reply. Bidder has to clarify it in writing within that timeline only, failing which their offer may be ignored for further evaluation.

The result of technical bid evaluation may be published on online portal (GeM).

Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing within two (2) days of the declaration of evaluation results.

22. Opening the Commercial Bids:

Bidders who are complying to all technical requirements, Eligibility criteria and terms & conditions will be treated as “qualified eligible bidder” & commercial bids of only such bidders will be opened online.

23. Commercial Evaluation:

As per Clause 6.2 Evaluation Parameters of Chapter 1.

24. Award of Contract

ICAT/COD shall award the contract to the eligible bidder whose bid has been determined as the highest evaluated combined score.

In case of Open / advertised tenders, the successful bidder shall sign integrity pact agreement as per latest guidelines of CVC and procurement manual 2024 while entering into a contract.

“Even after award of contract ICAT reserves the right to increase/decrease the ordered quantity by up to [25] per cent at any time, till the final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).”

25. Reasonableness of Rates Received

ICAT/COD shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to reject any or all Bids or abandon/ cancel the Tender process and issue another tender for the identical or similar services

Chapter - 3

General Conditions of Contract (GCC)

1. Right to Modify the Scope and Scrap the Process: ICAT/COD reserves the right to amend, alter, modify, and amplify the specifications or quantum of procurement at any time before orders are finally placed on the selected bidder. COD/ICAT also reserves the right to scrap the entire process of procurement at any stage before the orders are placed on the bidder(s) without assigning any reason.
2. Conditional Offers, alternative offers, multiple bids by a bidder will not be considered.
3. Rejection of bid based on past performance & feedback
 - 3.1. Firms which have already awarded with contract by ICAT for supply & installation of any type of product / equipment / utility system but they have not supplied it even after the prescribed delivery date i.e. delivery is pending for long time Or attempted partial delivery OR already supplied a product / equipment / utility system to ICAT but not completed its installation / commissioning / training / not submitted mandatory documents like calibration certificate, software license key Or liasoning work is pending then such firm's bid will not be considered for evaluation.
 - 3.2. Firms which have supplied & installed any type of product / equipment / utility system to ICAT but their after sales service is poor, warranty replacements are pending or the supplied system has frequent break-downs because of which ICAT faced business losses then, such firm's bid will not be considered for evaluation. (This will be applied after sufficient scrutiny of evidences & facts and approval of ICAT Bid evaluation committee)
 - 3.3. Firms which have already awarded with contract by ICAT for providing any type of services but they have not provided services even after the prescribed delivery date i.e. delivery is pending for long time OR already provided services to ICAT either partial or full but their after-sales service support is poor or the results of service is not as per the tender requirement OR liasoning work is pending then such firm's bid will not be considered for evaluation.
 - 3.4. Bidders should submit supporting documents (as mentioned in tender) along with application/bid. This will be verified before evaluating technical specifications. In case bidder does not meet the criteria or we get negative feedback (written/verbal) from their customers or bidder is found blacklisted at any organization or bidder has open /unresolved grievance on GeM or found suspended at GeM portal or any other government portal then the bid may be treated as disqualified.
4. The price quoted shall be considered firm and no price escalation will be permitted.
5. **Delivery Period / Timeliness:** The bidder shall specify the delivery schedule in technical bid. The Bidder shall specify the expected period for completion of the work mentioned in service order
6. **Amalgamation / Acquisition etc.:** In the event the Manufacturer / Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer / Successor of the Principle Company are liable for execution of the contract and also fulfilment of contractual obligations & government levies pending (if any) etc.
7. In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Committee of Directors' (COD) interpretation of the clauses shall be final and

binding on all parties.

8. ICAT will not provide any accommodation / transportation for the engineers / representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Supplier to make their arrangements. The representative should have proper identity card or authorization letter provided by the supplier for entering ICAT.
9. The Supplier / successful bidder must ensure use of Proper Personal protective equipment (PPE) by their engineers / representatives carrying out installation, commissioning and demonstration work.
10. **Indemnity:** The Supplier / successful bidder should indemnify, protect and save ICAT, Manesar against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied / services provided by them.

The supplier should indemnify/ agree for recovery made by us of any tax amount from him on account of any refusal of Input Tax Credit to us for any deeds which deprives us from availing the eligible credit.

11. GOODS & SERVICE TAX REMARKS

- (i) GST Tax Invoice shall either be physically signed copy or digitally signed/e-invoice as required under the Sec 31 to 34 of the CGST Act 2017 read with CGST Rules relating to Tax Invoice. GST Tax Invoice or Debit or Credit note for supply of Goods or service or both shall contain all the requirements as mandated under Section 31 to 34 of the CGST Act. Vendor shall provide all necessary inputs, relating to Tax Invoice, Credit and Debit Note, as per CGST / SGST / IGST / UTGST Act and amendments from time to time. For GST payment, matching the invoices uploaded by the vendor on GST Portal is necessary.
- (ii) Vendor shall agree to ensure correct, accurate and matched invoices and Returns uploading on GST Portal within due dates, as per specified GST Act.
- (iii) Basic Price shall not include any taxes such as CGST, SGST, IGST and UTGST
- (iv) In view of Anti Profiteering Provisions, the reduction in the price has to be passed to us.
- (v) E-way Bill provisions as notified are to be complied with.
- (vi) **INDEMNIFICATION:** The Vendor agrees for recovery made by us of any tax amount from him on account of any refusal of Input Tax Credit to us for any deeds which deprives us from availing the eligible credit.

INVOICE:

- (i) Vendor shall submit invoice / bill in duplicate mentioning our Purchase Order Number / Date / Challan No. / L.R. No. / R.R. No. etc. within 7 days from invoice date. Vendor shall check description, UoM, Qty, HSN / SAC, Tax% of Invoice with respect to PO and Invoice shall contain ICAT GSTN, Vendor GSTN, PAN, Bank details. The invoice / bill shall be duly stamped and signed / digitally signed. Vendor shall submit copy of e-Invoice (with legible / scannable QR code), wherever applicable, as per Govt. Notification.

12. **12.a: Methodology for Measurement of executed Project Value, to be used for Invoicing:** The estimated project cost mentioned in tender is indicative. Invoice has to be raised as per below

formula:

Basic amount of Purchase order (exclusive of GST) released by respective test agencies x consultancy percentage charges quoted in bid

12.b: Payment terms: Milestone based as mentioned in technical scope. In case of service, Bidders must submit copy of PAN other related documents along with Order Acceptance/invoice. Applicable TDS will be deducted while releasing the payment.

13. Freight & Insurance: (NOT APPLICABLE IN THIS CASE): Indigenous: The equipment to be supplied will be insured by the vendor against all risks of loss of damage from the date of shipment till such time it is delivered at ICAT, Manesar site in case of Rupee transaction.

14. 14.1) Delays in Delivery / completion of services - Suppliers shall be required to adhere to the delivery schedule (including any instalment thereof or incidental Work/ Services, specified in the purchase order (or as extended) and, if there is a delay in supplies, it amounts to breach of contract, since 'Time is the Essence of the Contract'

ICAT may, without prejudice to his other rights:

- a) Recover from the contractor liquidated damages Or
- b) Treat the delay as a breach of contract and avail all the remedies therein, although it is in the ICAT' interest to resort to this provision.

14.2) Extension of Delivery: If, at any time during the contract, the supplier encounters conditions hampering the timely delivery of goods/Services, he shall promptly inform the concerned officer in writing. He should mention its likely duration and request an extension of the delivery schedule accordingly. On receiving the supplier's communication, ICAT will examine the proposal and, on approval from the Competent Authority, may agree to extend the delivery schedule, with or without LD and with or without the denial clause.

14.3) Performance Notice: A situation may arise where the supply/services have not been completed within the stipulated period due to negligence/fault of the supplier; however, the supplier has not made any request for an extension of the delivery period, but ICAT still requires the contracted goods/services, and the ICAT does not want to terminate the contract at that stage. In such a case, a performance notice (also known as notice-cum-extension letter) may be issued to the supplier by suitably extending the delivery date and by imposing LD with denial clauses.

14.4) Delivery attempted after Expiry of the Delivery Period

14.4.1) If the local contractor/supplier makes supplies /services after the expiry of the delivery period, the supplies /services may be provisionally retained under a franking clause reserving right, and the contractor may be asked to obtain an extension of the delivery period from an authorized purchase officer of ICAT with or without any LD/denial clause. Here contractor/supplier shall make a note that materials have been supplied after the expiry of the contracted delivery date, and its provisional retention does not accept or condone the late delivery. It does not intend or amount to an extension of the delivery period or keeping the contract alive. You may apply for an extension of delivery date from the procuring entity. The goods are being retained without prejudice to the rights of the Government of India under the terms and conditions of the contract."

14.4.2) As regards supplies coming from outside Delhi-NCR contractors, if the contractor/supplier dispatches the stores after the expiry of the delivery period, the

consignee should, after the receipt of the railway receipt, lorry receipt or goods consignment note or airway bill, send an intimation to the contractor stating that the action taken by him in dispatching the goods after expiry of the delivery date is at his own risk and responsibility and that the consignee is not liable for any demurrage, wharfage and deterioration of goods at the destination station and, in his interest, the contractor should get an extension of the delivery period from ICAT .

Note: In case of 14.4.1 & 14.4.2, contractor/supplier shall not ask payment without having formal approval for extension of delivery period.

14.5) Denial Clause: The denial clause, wherever delay in delivery is due to a default by the seller, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller, while ICAT reserves his right to get any benefit of a downward revisions in statutory duties, PVC, and foreign exchange rate during such period.

- 15. Penalty/ Liquidated Damages for delayed delivery/ services:** Compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as Liquidated Damages (LD).

Penalty: Every week of delay in scheduled delivery period shall attract a penalty of 0.5% of Purchase Order value with a maximum ceiling of 10%. The term "Delivery" for the application of this clause defined as follows.

Definition of Delivery: Floating of tender within 10 days from receipt of final requirement from test agencies along with all supporting documents.

Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays may be treated as a breach of contract and shall be noted as deficient performance and held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a deficient performance.

There may be delays for which both buyer and supplier may be responsible to a different extent. In such cases, the levy of LD and Denial clause may be decided mutually on merits

- 16. ICAT, Manesar reserves the right to cancel the order in case of excessive delay.**

- 17. Force Majeure:** ICAT, Manesar may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

- 18. Arbitration:** All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (ICAT, Manesar or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be ICAT, Manesar, India. The jurisdiction of the courts shall be Gurgaon, Haryana, India.

19. **Jurisdiction:** Disputes concerning procurements of ICAT shall be subject to the jurisdiction of competent courts in Gurgaon, Haryana, Manesar.
20. **Bidders Compliance to all conditions mentioned above (Yes/No):** All the conditions spelt out above will form the standard terms and conditions of the purchase order. In case of Deviation to any of the above conditions, bidder must submit a deviation sheet in technical cover, i.e. in cover 1
21. The provisions of Public Procurement (Preference to Make in India) will be applicable as per guidelines of GOVT.OF INDIA. Related orders may be accessed at DPIIT's website <https://dpiit.gov.in/public-procurements>
22. Bidder may have to sign NON-DISCLOSURE AGREEMENT with ICAT (wherever applicable).
23. Provisions under rule 144 (xi) of GFR will be applicable for this tender.
24. Bidder shall submit the declaration about country of origin (wherever applicable) for the Quoted equipment in technical bid as per *Chapter - 5*
25. Latest notifications of Govt. of India will be referred as & when required.
26. Bidder shall strictly follow and comply Plastic Waste Management (Amendment) Rules, 2022 issued by MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE (CPCB). <https://cpcb.nic.in/rules-4/>
27. Bidder shall read & submit declaration of "Code of Integrity & conflict of interest" as per annexure-B.
28. Supplier shall ensure compliance to all rules / regulation related to labour law and Occupational Safety, Health and Working Conditions Code, 2019 while executing the contract.
29. While executing the contract supplier shall ensure compliance to THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013
30. All supplied equipment must meet the Environmental, Health and safety aspects. If hazardous material is used, then please provide MSDS (Material Safety Data Sheet) and procedure for disposal.
31. Preference to MSE will be applicable as per MSE act / rule.

Note – Terms conditions mentioned above are of generic nature applicable to majority of cases, however bidder shall also refer General conditions of contract (GCC) mentioned in *Chapter - 3* of tender.

Chapter - 4

**Tender Acceptance Letter
(To be given on Company Letter Head)**

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement, and I/we shall abide hereby by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety, except the deviations mentioned separately in technical bid.
4. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
6. I/We understand that ICAT reserves the right to amend, alter, modify, and amplify the specifications or quantum of procurement at any time before orders are finally placed on the selected bidder. ICAT also reserves the right to scrap the entire process of procurement at any stage before the orders are placed on the bidder(s) without assigning any reason.
7. Deviation to any term/ condition is attached herewith as a separate annexure /sheet.
8. I/We hereby declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security (if called for) before the deadline defined in the tender document, then we will be suspended for a period of 1 year to submit Bids for contracts with ICAT.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Chapter – V

Declaration

(Declaration must be on Company letterhead)

Tender Enquiry: -

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. The **country of origin** of the offered product is _____

Note: - If, the bidder is having registration with the Competent Authority, evidence of the same shall be attached.

Signature: -

Name of competent Authority:

Designation: -

Date: -

(to be printed in letter head)

Annexure - A**Self-Certification under preference to Make in India order
Certificate / Local Content**

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

Tender Ref No-Description-

Dear Sir,

We M/s_____ have read, understood and accepts the Additional Terms and Conditions (Preference to Make in India) of Appendix- A and here by confirm that the offer meets the following

- a) Minimum local content: %
- b) Category of Supplier (**Class I/Class II Local/Non Local**) :
- c) Details of the location (s) at which the local value addition is made is as under:

Manufacturing Location: _____

% Local Content Value addition as follows:

Sl. No.	Item name	Country of Origin	% of Total Cost
1.		Local /India	
2.		Imported (mention name of countries)	

Authorized Signatory

Annexure - B

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

Ref. No: Date

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

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para of your Tender document and have no conflict of interest as mentioned under Para of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring organisation are as under:

- (a)
- (b)
- (c)

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,
Yours sincerely,

Signature
(Name of the Authorized Signatory) Company Seal

Code of Integrity

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
2. **Code of integrity for Public Procurement:** ICAT as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - a. **“corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - b. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - c. **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the ICAT, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - d. **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - e. **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of ICAT who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the ICAT with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - f. **“Obstructive practice”**: materially impede the ICAT’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the ICAT’s Entity’s rights of audit or access to information;
3. **Obligations for Proactive disclosures**
 - A. The ICAT as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of

interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

- B. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- C. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the ICAT.

4. **Punitive Provisions** Without prejudice to and in addition to the rights of the ICAT to other penal provisions as per the bid documents or contract, if the ICAT comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the ICAT may take appropriate measures including one or more of the following:

- A. If his bids are under consideration in any procurement:
 - i. Forfeiture or encashment of bid security;
 - ii. Calling off of any pre-contract negotiations; and
 - iii. Rejection and exclusion of the bidder from the procurement process.
- B. If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the respective test agency.
 - ii. Forfeiture or encashment of any other security or bond relating to the procurement.
 - iii. Recovery of payments including advance payments, if any, made by the respective test agency along with interest thereon at the prevailing rate.
- C. Provisions in addition to above
 - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the test agency for a period not less than one year.
 - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India.
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Annexure - C**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 - 122051 (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 **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).
- (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.

PME-DEA

Annexure - D

Eligibility Declaration

(To be executed on a ₹500/- non-Judicial stamp paper)

We _____ [BIDDER NAME] _____ hereby confirm that we comply with all the stipulations of Detailed Condition of contract (Chapter-1) and Clause 6.1 of the tender document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as and when it may be requested:

1) Legal Entity of Consultant:

We are:

- a) _____ relevant documents enclosed)
- b) We are a Consultancy Services provider with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, or equivalent registration certificate as applicable to the subject Services.

2) Eligibility:

We solemnly declare that we (including our affiliates or subsidiaries, or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in this Tender document in this regard.
 - iii. We have neither changed our name nor created a new "Allied Entity", consequent to the above disqualifications.
- c) Do not have any association (as consultant/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in this Tender document.
- d) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other consultant to submit or not to submit an EOI to restrict competition.

- e) We certify that we fulfil other additional eligibility conditions if prescribed in the REOI document.
- 3) We certify that we are not an entity from a country identified to restrict Consultants from India from participation in their Government Procurements.
- 4) Restrictions on procurement from consultants from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a consultant of a country which shares a land border with India and on sub-contracting to contractors from such countries and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) we shall not subcontract any assignment to a contractor from such countries unless such a contractor is registered with the Competent Authority.*

5) Startup Status:

We confirm that we are (Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT) enclosed herewith)/ are not a Startup entity as per the Department of Promotion of Industrial and Internal Trade – DPIIT.

6) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.