

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-11-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-11-2025 17:30:00
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 Consultants - Milestone/Deliverable Based - Hiring Consultant for Obtaining NOC from AAI for High Rise Building; Hiring Consultant for Obtaining NOC from AAI for High Rise Building; Yes; Hybrid(As specified in scope of work)
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
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	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
8. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
9. 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.
10. 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.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Price Breakup - [1759816954.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Last 3 years average business revenue from consulting:Please refer attached ATC document

Number of Consultants on payroll of firms:Please refer attached ATC document

Number of projects completed in India having similar scope & size of proposed project under hiring:Please refer attached ATC document

Scope Of work:[1759816981.pdf](#)

Profile of Consultants:[1759816996.pdf](#)

Pre-qualifications Criteria:[1759817003.pdf](#)

Payment Terms:[1759817021.pdf](#)

Price Break Up Format:[1759817036.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
29-10-2025 14:00:00	International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051

Hiring Of Consultants - Milestone/Deliverable Based - Hiring Consultant For Obtaining NOC From AAI For High Rise Building; Hiring Consultant For Obtaining NOC From AAI For High Rise Building; Yes; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Hiring Consultant for Obtaining NOC from AAI for High Rise Building
Consultant's Profile	Hiring Consultant for Obtaining NOC from AAI for High Rise Building
Proof of Concept (POC) Required	No

विवरण/ Specification	मूल्य/ Values
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

क्रता 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:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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---

Additional Terms & Conditions (ATC)

ATC Index		
SI No.	Content	Page No.
1.	NIT Document (Notice for Inviting Tender)	2
2.	Chapter - 1 (Detailed Technical Requirement and Scope of Work	3-8
3.	Chapter - 2 (Instructions to Bidders)	9-12
4.	Chapter - 3 (Eligibility & Technical Evaluation Criteria)	13-15
5.	Chapter - 4 (Bid Rejection Criteria)	16-18
6.	Chapter - 5 (Tender Specific Conditions - TSC)	19-24
7.	Form - I (Checklist)	25-26
8.	Form - II (Undertaking Regarding Blacklisting/Non-Debarment)	27
9.	Form - III (Declaration Regarding Make In India & Compliance of Rule 144(xi) of GFR 2017)	28
10.	Form - IV (Format for Bid Security Declaration)	29
11.	Form - V (Declaration In Respect of Conflict of Interest)	30-32
12.	Form - VI (Undertaking Declaration by the Bidder)	33
13.	Form - VII (No Deviation Declaration)	34
14.	Form - VIII (Deviation or Modification Suggested)	35
15.	Form - IX (Undertaking for Non-Subcontracting)	36
16.	Form - X (Details of Contract)	37
17.	Form - XI (Declaration by the Bidder for Code of Integrity)	38
18.	Form - XII (Format for Annual Turnover)	39
19.	Form - XIII (Site Visit Declaration)	40

Additional Terms & Conditions (ATC)

NIT (Notice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT), having GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under Two-Bid System (Technical Bid and Financial Bid) for **“Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre - 2, Manesar, Gurugram (Haryana)”**.

Tender Activity Schedule

Description of work	Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre - 2, Manesar, Gurugram (Haryana).
Scope of Work	High-Rise Building NOC from AAI (For Detailed Scope of Work Please Refer Chapter - 1 of the ATC Document).
Site Location	ICAT Centre - 2
Eligibility Criteria	Please Refer “Chapter - 3” of the ATC Document
Site Visit	All prospective bidders are mandatorily required to undertake a site visit prior to the submission of their proposal for the tender titled: “Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for Construction of 50-Metre-High Building and Communication Mast at ICAT Centre-II, Manesar, Gurugram (Haryana).” The purpose of the site visit is to enable bidders to obtain a comprehensive understanding of the site conditions, physical environment, operational constraints, and all relevant parameters associated with the scope of work for securing the NOC from AAI. This is essential for formulating a technically sound and commercially viable proposal. Site Visit Schedule: The site visit shall be conducted strictly within the period from 9th October' 2025 to 3rd November' 2025 Between Office Hours 10:00 to 16:00 Hrs. Bidders are required to submit a written request to the Purchaser at least two (2) working days prior to their intended visit date to facilitate necessary access and coordination. All logistical arrangements and expenses related to the site visit shall be borne solely by the Bidder.
The Last Date of Receipt of Queries if any,	Submission of Pre-Bid Queries Bidders are required to submit their queries, if any, in writing to E-mail ID by 17th October' 2025 up to 1700 Hrs. (Mail ID's: sachin.bharadwaj@icat.in, amritansh.tiwari@icat.in, sudhir.chaudhary@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in)
Date for Clarification Meeting	Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process. ➤ Date: 29th October' 2025 ➤ Time: 14:00 Hrs. ➤ Venue: Pascal Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051, Haryana ➤ Mode: Physical Meeting All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.

➤ ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.

Additional Terms & Conditions (ATC)

Chapter - 1

Detailed Technical Requirement and Scope of Work

The Director, **International Centre for Automotive Technology (ICAT)**, a division of the **National Automotive Board (NAB)** under the **Ministry of Heavy Industries, Government of India**, hereby invites proposals under the **Two-Bid System** (Technical and Financial) through the **Open Tendering Process on the Government e-Marketplace (GeM) Portal** for **"Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre - 2, Manesar, Gurugram (Haryana)."**

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

1. **Site Description:**

ICAT Site's	Address and Description of Buildings
ICAT Centre - 2, Manesar	Address: Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051 (Haryana) Area: Approx 47 Acre Site Includes: Admin Building, General Storage, Customer Workshop, NVH Lab, EMC Lab, PSL Lab, Test Tracks, Control Tower, South Expo, North Expo, etc.

2. **Scope of Work:**

ICAT Centre - 2 (Scope of Work):

Sl. No.	Activity	Quantity
1.	Site Survey and Visit Charges for Consultancy Services Related to obtaining AAI Clearance for Constructed Building Height and Communication Mast Installation. The charges include travel, logistics, data collection, documentation, coordination with AAI authorities, and follow-up support as needed to complete the clearance process.	1 Job
2	Application Charges for Clearance of Building Height - Payment Instructions The application charges for obtaining clearance of the building height from the <i>Airports Authority of India (AAI)</i> is to be paid in the form of a Demand Draft drawn in favour of: <i>"Airports Authority of India", Payable at: New Delhi</i>	1 Job
3	Survey of Site for Determining Site Elevation and WGS 84 (World Geodetic System 1984) Coordinates by a Geologist/Qualified Professional This service involves a detailed on-site survey conducted by a qualified Geologist or Certified Surveying Professional, with the objective of obtaining accurate geospatial data required for regulatory submissions, including clearance from the Airports Authority of India (AAI) and other relevant agencies.	1 Job
4	Application Charges for Clearance of Communication Mast - As part of the regulatory process for obtaining clearance from the Airports Authority of India	1 Job

Additional Terms & Conditions (ATC)

	(AAI) for the installation of a communication mast, an application fee – referred to as the Appeal Fee – must be paid in full. Mode of Payment: To be paid through a Demand Draft drawn in favour of: <i>“Airports Authority of India” Payable at: New Delhi</i>	
5	Charges for Obtaining Zoning Map from the Airports Authority of India (AAI) and Other Architectural Services for the Site This item includes professional fees and associated charges for facilitating the acquisition of the Zoning Map from the Airports Authority of India (AAI), along with additional architectural services required for site planning and regulatory compliance.	1 Job

Responsibility for Documentation and Coordination

- End-to-End Responsibility:** The successful bidder (hereinafter referred to as the “Consultant”) shall be solely responsible for carrying out all activities related to the preparation, submission, follow-up, and coordination required for obtaining the No Objection Certificate (NOC) from the Airports Authority of India (AAI) for the proposed high-rise building at ICAT Centre – 2, Manesar, Gurugram (Haryana).
- Scope of Documentation Work:** The Consultant shall be responsible for preparing all necessary documentation, drawings, forms, and related submissions required for:
 - Application to AAI via the NOCAS portal or any other designated channel,
 - Technical and regulatory compliance,
 - Responding to AAI queries, clarifications, or objections,
 - Any other supporting documentation required during the NOC process.
- Support from ICAT - ICAT shall provide the Consultant with only those documents or data that are:**
 - Legally required for the NOC application process, and
 - Already available and in possession of ICAT at the time of request.
- Document Preparation by Consultant:** If any required document, information, or drawing is not readily available with ICAT, the Consultant shall be responsible for preparing or generating such documents on behalf of ICAT, including but not limited to:
 - Site layout plans,
 - Elevation drawings,
 - Location coordinates and GIS data,
 - Technical specifications, declarations, or any other relevant material.

Such documents shall be submitted to ICAT for review and approval prior to submission to AAI.
- No Additional Cost:** The Consultant shall include all such documentation efforts, including preparation of missing documents, as part of their scope of work. No additional charges shall be claimed on account of document creation or coordination.
- Accuracy and Compliance:** The Consultant shall ensure that all documents submitted are complete, accurate, and in compliance with AAI’s norms, guidelines, and regulatory framework. ICAT shall not be held responsible for delays or rejections due to submission of incorrect or incomplete documents by the Consultant.

Other Technical Conditions:

- Mandatory Site Visit (Pre-Condition for Bid Eligibility)**

Additional Terms & Conditions (ATC)

- 1.1 Mandatory Site Visit Requirement:** All prospective bidders are mandatorily required to undertake a site visit prior to the submission of their proposal for the tender titled: "Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for Construction of 50-Metre High Building and Communication Mast at ICAT Centre-II, Manesar, Gurugram (Haryana)." The purpose of the site visit is to enable bidders to obtain a comprehensive understanding of the site conditions, physical environment, operational constraints, and all relevant parameters associated with the scope of work for securing the NOC from AAI. This is essential for formulating a technically sound and commercially viable proposal.
- 1.2 Objective of the Site Visit:** The site visit will assist bidders in Understanding the physical and geographical conditions of the project site. Identifying potential site-specific risks, constraints, or regulatory considerations. Assessing the technical and procedural requirements necessary for obtaining the AAI NOC. Ensuring accurate estimation of effort, cost, and time for successful execution of the consultancy services.
- Date(s):** *From 9th October' 2025 to 3rd November' 2025*
- Time:** *10:00 Hrs to 16:00 Hrs*
- Location:** ICAT Centre - 2, Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051 (Haryana - India)
- Bidders shall coordinate their visit with the designated ICAT personnel by prior appointment.
- 1.3 Submission of Queries Post Visit:** Any queries or clarifications arising after the site visit must be submitted in writing to the following email addresses no later than *17th October' 2025*.
amritansh.tiwari@icat.in, sachin.bhardwaj@icat.in, sudhir.chaudhary@icat.in,
vikas.sharma@icat.in & javed.rahi@icat.in
- Responses to all such queries will be compiled and shared with all participating bidders in due course.
- 1.4 Acknowledgment & Certification of Site Visit (Mandatory):** Submission of a bid shall be deemed as an irrevocable acknowledgment by the bidder that
- The bidder has personally visited and inspected the site.
 - Fully understood the site conditions, constraints, and scope of work.
 - Has taken due consideration of all relevant factors in preparing the bid.
- Bidder must submit a duly signed and stamped Site Visit Certificate, as prescribed in the tender documents, as part of the Technical Bid.
- 1.5 Disqualification Due to Non-Compliance:** Proposals submitted without undertaking the mandatory site visit shall be summarily rejected and shall not be considered for evaluation under any circumstances. No claims or representations in this regard shall be entertained at any stage of the tendering process.
- 2. Completion Period:** The selected Consultant shall be obligated to complete the entire scope of services as specified in the Tender/Bid Documents. This includes, but is not limited to, the conduct of all requisite technical assessments, preparation and submission of necessary documentation, coordination with all relevant statutory authorities, and securing the No Objection Certificate (NOC) from the Airports Authority of India (AAI) for the proposed **50-Meter High Rise Building and Communication Tower at ICAT Centre - 2, Manesar, Gurugram, Haryana**. The total duration for the completion of all contractual obligations shall not exceed **180 (One Hundred Eighty) calendar days**, calculated from the date of issuance of the Purchase Order (PO) by ICAT. Timely performance shall be considered an essential and material term of the contract. Any delay in completion beyond the stipulated period shall render the

Additional Terms & Conditions (ATC)

Consultant liable for penalties and/or other consequences as prescribed under the applicable provisions of this Tender Document.

3. Liquidated Damages (LD Clause)

- 3.1 Completion Period for Deliverables:** The Consultant shall be required to obtain and submit the No Objection Certificate (NOC) from the Airports Authority of India (AAI) for the proposed 50-metre High-Rise Building and Communication Mast at ICAT Centre-II, Manesar, Gurugram, within a total period of 180 (One Hundred Eighty) calendar days from the date of issuance of the Purchase Order (PO). Timely completion of this activity is deemed a material obligation under the contract, and any deviation shall be subject to penalties as specified herein.
- 3.2 Delay in Submission:** Failure on the part of the Consultant to submit the required NOC within the prescribed 180-day completion period shall constitute a breach of contractual terms. In such an event, the Consultant shall be liable to pay **Liquidated Damages** to ICAT, without prejudice to any other rights or remedies available under the contract or applicable law.
- 3.3 Rate of Liquidated Damages:** Liquidated Damages shall be imposed at a rate of **0.5% (Half Percent)** of the Total Contract Value per week of delay, or part thereof, beyond the stipulated completion period of **180 Calendar Days**.
- 3.4 Maximum Liquidated Damages:** The aggregate liability of the Consultant on account of Liquidated Damages shall be **limited to a maximum of 10% (Ten Percent) of the Total Contract Value**. Upon reaching this cap, ICAT shall reserve the right, at its sole discretion, to:
- Terminate the contract for default,
 - Forfeit the Performance Security, and/or
 - Engage alternative resources or consultants at the risk and cost of the defaulting Consultant.
- 3.5 No Waiver of Other Obligations:** The imposition or recovery of Liquidated Damages shall not absolve the Consultant from fulfilling the remaining contractual obligations. This includes, but is not limited to, the completion of all deliverables in accordance with the scope of work, compliance with statutory and regulatory requirements, and overall contractual performance.
- 3.6 Exclusion of Delays Attributable to ICAT:** For calculating delay and imposing Liquidated Damages, any delays directly attributable to ICAT – such as failure to provide necessary supporting documents, drawings, site access, or approvals required for processing the NOC shall be excluded from the computation of the delay period. The Consultant must formally notify ICAT, in writing, of any such delay along with evidence, within a reasonable time frame. ICAT shall review and confirm the exclusion, where applicable.
- 3.7 Extension of Time – Force Majeure:** If the delay is caused due to circumstances constituting Force Majeure (as defined under the contract), the Consultant may submit a written request for extension of time. Such a request must be duly supported with relevant documentation and justifications. ICAT may, at its sole discretion, grant such an extension without imposition of Liquidated Damages, provided the force majeure conditions are satisfactorily established.

Additional Terms & Conditions (ATC)

3.8 Mode of Recovery: Liquidated Damages, if applicable, shall be recoverable from

- Any payments due or becoming due to the Consultant under this contract, and/or
- The Consultant's Performance Bank Guarantee or Security Deposit, without requiring any additional notice or consent.

3.9 Final Determination and Binding Authority: The final assessment of delay, justification for extension (if any), and calculation and imposition of Liquidated Damages shall rest solely with ICAT. The decision of ICAT in this regard shall be **final, binding, and conclusive** upon the Consultant, and shall not be subject to further dispute or challenge.

4. Payment Terms

4.1 Payments for Activities 2 and 3 shall be made on actuals, subject to submission of the following:

- A copy of the NOC application duly submitted to the Airports Authority of India (AAI).
- A copy of the application fee payment receipt issued by AAI.
- A corresponding tax invoice raised by the Consultant in accordance with applicable tax laws.

4.2 Payments for Activities 1, 4, and 5 shall be released *only upon receipt of the final "No Objection Certificate (NOC) from AAI"*. The claim for payment shall be supported by:

- A copy of the NOC issued by AAI.
- A corresponding tax invoice raised by the Consultant in accordance with applicable tax laws.

4.3 No advance payment shall be made for any of the specified activities under this contract. All payments shall be subject to satisfactory compliance with the contractual terms, verification of deliverables by ICAT, and applicable deductions, if any.

5. Sub-Contracting: The Consultant shall not directly or indirectly assign, sub-contract, or sublet the whole or any part of the contract if in any manner except with the specific approval of ICAT.

6. Bid Validity: The quoted rates must be valid for a period of 180 (One Hundred Eighty) days from the date of bid submission closing date. The overall offer for the assignment and bidders quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same would be treated as unresponsive, and it may be rejected.

7. Confidentiality: The consultant shall maintain strict confidentiality regarding all information, data, and documents obtained during the course of the assignment.

8. Termination: ICAT reserves the right to terminate the engagement at any stage if the services of the consultant are found unsatisfactory or if there is a breach of contract terms.

9. Dispute Resolution: Any disputes arising out of this tender shall be subject to the jurisdiction of courts in Gurugram, Haryana.

10. ICAT's Rights:

10.1 This tender does not constitute an offer and does not guarantee the award of work to any bidder.

10.2 ICAT reserves the right to accept or reject any or all bids, wholly or in part, without assigning any reason.

Additional Terms & Conditions (ATC)

- 10.3 ICAT also reserves the right to revoke or cancel this tender process at any stage without incurring any liability or obligation to any bidder.
- 10.4 ICAT is not responsible for any costs incurred by bidders in preparation or submission of their proposals.

ICAT - C&L (AAINOC)

Additional Terms & Conditions (ATC)

Chapter - 2

Instructions To Bidders

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a comprehensive quotation strictly in accordance with the detailed Scope of Work and Services outlined in ***“Chapter 2”*** of the ***Additional Terms and Conditions (ATC) document***. The quotation must include both the technical and financial components as prescribed in the tender.
2. **Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
3. **Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein.
Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided.
The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser.
It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
4. **Site Visit – Mandatory Requirement**
 - 4.1 **Mandatory Compliance:** It is **mandatory** for all prospective Bidders to conduct a site visit to the Purchaser’s premises in order to obtain a clear and comprehensive understanding of the actual requirements, site conditions, and existing infrastructure relevant to the organization and execution of the activity ***“Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre – 2, Manesar, Gurugram (Haryana).”***.
 - 4.2 **Site Visit Schedule:** The site visit shall be conducted strictly within the period from ***9th October’ 2025*** to ***3rd November’ 2025 Between Office Hours 10:00 to 16:00 Hrs.*** Bidders are required to submit a written request to the Purchaser at least ***two (2) working days*** prior to their intended visit date to facilitate necessary access and coordination. All logistical arrangements and expenses related to the site visit shall be borne solely by the Bidder.
 - 4.3 **Site Visit Request and Contact Details:** All requests for site visits shall be made by contacting the undersigned representative of the ICAT
Contact Person: Mr. Sachin Bharadwaj & Amritansh Tiwari
Email ID: sachin.bharadwaj@icat.in & amritansh.tiwari@icat.in

Additional Terms & Conditions (ATC)

Contact No. (M) +91 8368737432/+91 8800837038

- 4.4 Declaration Submission – Form XIII:** Post completion of the site visit, Bidders **must submit a duly signed declaration** in the prescribed format **“Form XIII”**, certifying that the site visit has been conducted and that the Bidder has fully understood the requirements and scope of work. The declaration must also confirm that all aspects arising from the site visit have been duly considered in both the **Technical** and **Financial** Proposals.
- 4.5 Condition of Rejection:** Non-compliance with the site visit requirement and/or failure to submit the duly signed **“Form XIII”** shall result in summary rejection of the Bidder’s proposal. No representation, claim, or request for deviation, modification, or additional cost shall be entertained by the Purchaser at any stage on account of the Bidder's failure to visit the site.
- 4.6 Purchaser’s Disclaimer:** The Purchaser shall not be held liable for any assumptions, omissions, or errors made by the Bidder due to lack of site inspection. The responsibility to assess the actual scope of work, technical compatibility, and logistical feasibility lies solely with the Bidder.
- 5. Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser.
- Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the **Pre-Bid Meeting**. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser.
- All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the Pre-Bid Meeting (MoM) on the Purchaser’s official website (www.icat.in) and on the **GeM Portal**. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.
- 6. Pre-Bid Meeting Conditions**
- 6.1 Pre-Bid Meeting** shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.
- **Date:** **29th October’ 2025**
 - **Time:** **14:00 Hrs.**
 - **Venue:** **Pascal Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051, Haryana**
 - **Mode:** **Physical Meeting or Virtual**
- All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.
- 6.2 Submission of Pre-Bid Queries**

Additional Terms & Conditions (ATC)

- Bidders are required to submit their queries, if any, in writing to sachin.bharadwaj@icat.in, amritansh.tiwari@icat.in, vikas.sharma@icat.in, javed.rahi@icat.in & sudhir.chaudhary@icat.in by **17th October' 2025 up to 1700 Hrs.**
- Queries should be submitted in the following format (**Format VIII**):

Sl. No.	Clause No.	Existing Provision	Query/Suggestion
---------	------------	--------------------	------------------

6.3 Clarifications and Amendments

- Clarifications and responses to the pre-bid queries shall be issued in the form of a Corrigendum/Addendum and uploaded on the **GeM Portal & ICAT Website**.
- The corrigendum shall form an integral part of the tender document and must be duly considered while submitting the final bid.

6.4 No Individual Communication

- No individual responses will be provided to bidders. All clarifications shall be shared only through official corrigenda.

6.5 Binding Clarifications Only Through Corrigendum

- Only clarifications provided through officially issued corrigenda shall be considered binding. Any verbal discussions or informal exchanges during the pre-bid meeting shall not be treated as official unless formally incorporated.

6.6 No Suggestions or Deviations Post Submission Deadline

- No suggestions, deviations, modifications, or requests for clarification shall be entertained after the bid submission deadline. Bidders are therefore advised to seek all necessary clarifications and raise concerns during the pre-bid period.

7. Submission of Bids

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 requirements 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.

8. Evaluation Process

- **Stage 1 - Technical Evaluation:** The Technical Bids shall be opened and evaluated first. Only those bidders who meet all mandatory requirements and obtain the minimum qualifying marks, including full marks in technical capability (as applicable), shall be deemed technically qualified.

Additional Terms & Conditions (ATC)

- **Stage 2 - Financial Evaluation:** The Financial Bids of only the technically qualified bidders will be opened and considered for further evaluation. Financial Bids of bidders who fail to qualify in the technical stage shall be returned unopened or disqualified from further consideration.

9. **Availability of Tender Documents and Corrigendum:** Prospective Bidders are advised to regularly visit the official website of the International Centre for Automotive Technology (ICAT) at www.icat.in and/or the Government e-Marketplace (GeM) portal for downloading the complete Tender Document, including all instructions, terms, specifications, and any corrigendum, amendment, clarification, or notification issued in connection with this Tender.

It shall be the sole responsibility of the Bidder to ensure that they have the latest version of the Tender Document and are fully aware of all updates, revisions, or corrigenda issued prior to the bid submission deadline. ICAT shall bear no responsibility or liability for any oversight or failure on the part of the Bidder to obtain such information from the aforementioned platforms.

Additional Terms & Conditions (ATC)

Chapter - 3

Eligibility & Technical Evaluation Criteria

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

1. **Legal Status:** The bidder must be a legally valid entity, constituted as a proprietary firm, partnership firm, private limited company, or an agency. A copy of the registration or incorporation certificate must be submitted along with the technical bid to validate the legal status.
2. **Compliance with Technical Requirement:** The bidder is required to submit a duly completed and signed technical compliance statement, affirming that the services offered in response to this tender is in full alignment with the technical specifications outlined in "**Annexure A**". The proposed solution must meet or exceed the specified performance standards. The bidder shall provide comprehensive documentation to substantiate that the proposed services comply with these requirements. Failure to meet the technical requirement will result in the bid being deemed non-compliant, leading to disqualification from further consideration in the tender process.
3. **Registration Requirement:** The bidder must be a registered firm under Indian law.
4. **Experience Requirement:** The Bidder must meet the following minimum experience criteria to be eligible for participation in this tender
 - 4.1 **General Experience:** The Bidder shall have been actively engaged in providing consultancy services for a minimum period of **three (3) years** preceding the date of this tender.
 - 4.2 **Relevant Experience:** The Bidder must have successfully completed at least three (3) consultancy assignments in the field of Environmental, Health and Safety (EHS) or related regulatory compliance services. The assignments should preferably include experience in dealing with statutory authorities such as the Airports Authority of India (AAI), Ministry of Environment, Forest and Climate Change (MoEF&CC), State Pollution Control Boards, or other relevant bodies.
 - 4.3 **Documentary Evidence:** The Bidder shall furnish the following documents in support of the above
 - Copies of work orders or contracts clearly indicating the scope, client name, and duration of services.
 - Completion certificates or client references for the respective assignments.
 - Company registration certificate to verify operational tenure.

Note:

- Ongoing projects may also be considered, provided substantial progress can be demonstrated through interim reports or client acknowledgments.
- Experience claimed must pertain to the Bidder entity submitting the bid. Experience of parent, subsidiary, or affiliate entities will not be considered unless the bidding entity is legally authorized to represent such experience and provides sufficient documentary proof.

Additional Terms & Conditions (ATC)

5. **Financial Criteria:** The bidder must demonstrate an average annual turnover of at least **INR 100 Lakhs** over the **past three (3) consecutive financial years (FY 2022–23, 2023–24, and 2024–25)**. The bidder must provide relevant certificates, which may include an attested certificate from the concerned department/client, or an audited balance sheet duly certified by a Chartered Accountant (CA). A certificate from the CA, supported by the audited balance sheet, should also be submitted. The contact details of the CA/Statutory Auditor, along with the UDIN (Unique Document Identification Number), must be included in the copy of the certified balance sheet or certificate.
6. **Certification:** The bidder must be a ISO Certified ([ISO 9001:2015](#), [ISO 45001:2018](#)) entity, constituted as a proprietary firm, partnership firm, private limited company, or an agency.
7. **Non-blacklisting Declaration:** The bidder must not have been blacklisted by any department or ministry of the Government of India, any state government, Public Sector Undertaking (PSU), or any reputable private firm or institution in India. A signed declaration to this effect must be submitted with the tender documents.

Bidders to Comply with:

8. Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>).
9. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)

Note:

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

Additional Terms & Conditions (ATC)

Bid Evaluation:

- The bidder shall comply with the Pre-qualification/Minimum Eligibility Criteria mentioned in "**Chapter - 3**"
- Only bidders who qualified in the Pre-qualification/Minimum eligibility criteria are eligible for technical bid evaluation.

Technical Bid Evaluation Parameters

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

Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Requirement as Specified in the " Annexure A " of the Bid Document	20
Bidder's Past Experience	Experience of Work Executed 3 Order (Minimum) – 20 Marks > 3 up to 5 Orders – 22 Marks More than 5 Orders – 25 Marks	25
	Experience (No. of years) 3 Years (Min.) – 10 Marks > 3 up to 5 Years – 12 Marks More than 5 Years – 15 Marks	10
Bidder's Past Experience	Experienced Manpower (No. of Manpower) 15 (Min.) – 10 Marks >15 up to 30 – 12 Marks More than 30 – 15 Marks	10
Financial Capability	Financial Capability (Avg. of last 3 Years – FY 2022-23, 2023-24, and 2024-25) 100 Lakhs (Minimum) - 15 Marks > 100 Lakhs up to 150 Lakhs - 20 Marks Above 150 Lakhs - 25 Marks	25
Grand Total		100
Qualified (Yes/No)		

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

Contact Person: Mr. Amritansh Tiwari - DM Compliances & Liaison Dept

Contact No.: +91-8800837038 (Mobile)

Email ID: amritansh.tiwari@icat.in

Mr. Sachin Bhardwaj - Compliances & Liaison Dept

Contact No.: +91 8586883984

Email ID: Sachin.bhardwaj@icat.in

Additional Terms & Conditions (ATC)

Chapter – 4
Bid Rejection Criteria

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

1. **Non-Compliance with Bid Security Requirements: Non-submission of the Bid Security Declaration Form (Form IV)**
2. **Financial Turnover Below Threshold:** Bidders must have an average annual turnover of not less than **INR 100 Lakhs** during the three most recent financial years (**FY 2022–23, 2023–24, and 2024–25**). Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.
3. **Site Visit and Declaration:** Any Bidder who fails to undertake the mandatory site visit to the designated event venue within the stipulated timeframe, and/or does not submit the Declaration **Letter (as per the prescribed format enclosed in the Bid Document – Form XIII)**, confirming that the site visit has been conducted and the event requirements are understood, will be deemed non-compliant. Such Bidders will be summarily disqualified from the tender process, and their bids will not be considered for further evaluation under any circumstances. No claims, representations, or justifications for non-compliance with the site visit requirement will be entertained at any stage of the evaluation or contract award process.
4. **Non-Submission of Statutory Registrations:** Bidders failing to submit valid copies of **their GST registration certificate and Permanent Account Number (PAN)** shall be deemed non-compliant.
5. **Unsatisfactory Client References:** In the event that even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from **NAB or its associated centres** may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.
6. **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
7. **Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
8. **Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:** Failure to satisfy any single condition under the “**Pre-qualification / Minimum Eligibility Criteria**” section shall result in the immediate disqualification of the bid from the tender process.
9. **IP Address Duplication on GeM Portal:** The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.

Additional Terms & Conditions (ATC)

- 10. Integrity Violation:** A Bidder shall be disqualified, and its bid shall be summarily rejected at any stage of the tender process or contract execution if it is found to have:
- Submitted false or misleading information, documents, or declarations in the bid or during any stage of evaluation.
 - Engaged in fraudulent, coercive, collusive, or corrupt practices, whether in connection with this tender or any previous contract with ICAT or any other government or public sector entity.
 - Been blacklisted, debarred, or under suspension by any Government, Public Sector Undertaking, or statutory body in India.
- 11. Conflict of Interest:** A Bidder shall not have a conflict of interest that affects the fairness and integrity of the procurement process. A conflict of interest shall be deemed to exist if:
- The Bidder or any of its affiliated entities has a relationship (financial, business, or otherwise) with any official or employee of ICAT involved in the tender process that could improperly influence the outcome.
 - The Bidder submits more than one bid, either independently or in collaboration with other firms (including affiliates, group companies, or partners).
 - The Bidder is involved in any other assignment with ICAT that may directly or indirectly conflict with the scope of work under this tender.
 - The Bidder, or any of its key personnel proposed for this assignment, has participated in any manner in the preparation or design of the tender documents.
- 12. Declaration Requirement:** All Bidders must submit a duly signed Integrity & No-Conflict Declaration as part of their bid, affirming compliance with the above conditions. Failure to submit this declaration or any evidence of non-compliance may result in disqualification.
- 13. Submission Compliance:** The Bidder shall ensure that all pages of the tender documents, including the Additional Terms and Conditions (ATC) and all prescribed forms, annexures, and declarations, are:
- Duly filled in as per the formats provided in the tender.
 - Signed and stamped on each page by the authorized signatory of the bidding entity.
 - Submitted as part of the technical bid as a token of unconditional acceptance of all the terms and conditions of the tender.
 - Non-compliance with the above requirement, including incomplete documentation or unsigned pages, shall render the bid liable for rejection and the bidder shall be disqualified from further participation in the tender process.
- 14. Qualification Criteria:** Only those Bidders whose bids meet all the technical specifications, eligibility criteria, and evaluation parameters as defined under the "Evaluation Criteria" section of this tender shall be considered for further processing.
- Bids found **technically non-compliant or deficient** shall be rejected and will **not be considered for financial evaluation** under any circumstances.
 - The technical evaluation shall be conducted in accordance with the procedures and benchmarks specified in the tender document.
- 15. Award of Contract:** The contract shall be awarded in accordance with the procurement procedures of the **Government e-Marketplace (GeM)**, subject to the following
- Among the bidders who meet the qualification criteria, the bidder quoting the lowest price (L1) in the financial evaluation shall be considered for award of the contract.

Additional Terms & Conditions (ATC)

- *In case of a tie between two or more technically qualified bidders quoting the same L1 price, the selection shall be made as per the tie-breaking rules prescribed under GeM guidelines or as decided by the Tender Evaluation Committee.*
- *ICAT reserves the right to reject any or all bids, cancel the tender process, or award the contract in part or in full, without assigning any reason and without incurring any liability to the affected bidder(s).*

16. ICAT's Rights:

- *This tender does not constitute an offer and does not guarantee the award of work to any bidder.*
- *ICAT reserves the right to accept or reject any or all bids, wholly or in part, without assigning any reason.*
- *ICAT also reserves the right to revoke or cancel this tender process at any stage without incurring any liability or obligation to any bidder.*
- *ICAT is not responsible for any costs incurred by bidders in preparation or submission of their proposals.*

Additional Terms & Conditions (ATC)

Chapter – 5

Tender Specific Conditions – TSC

1. **Scope of Work:** “Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre – 2, Manesar, Gurugram (Haryana), *As per detailed scope of work given in Chapter - 1”*.
2. **Completion Period:** The selected Consultant shall be obligated to complete the entire scope of services as specified in the Tender/Bid Documents. This includes, but is not limited to, the conduct of all requisite technical assessments, preparation and submission of necessary documentation, coordination with all relevant statutory authorities, and securing the No Objection Certificate (NOC) from the Airports Authority of India (AAI) for the proposed 50-Meter High Rise Building and Communication Tower at ICAT Centre - 2, Manesar, Gurugram, Haryana. The total duration for the completion of all contractual obligations *shall not exceed 180 (One Hundred Eighty) calendar days*, calculated from the date of issuance of the Purchase Order (PO) by ICAT. Timely performance shall be considered an essential and material term of the contract. Any delay in completion beyond the stipulated period shall render the Consultant liable for penalties and/or other consequences as prescribed under the applicable provisions of this Tender Document.
3. **Liquidated Damages (LD Clause)**
 - 3.1 **Completion Period for Deliverables:** The Consultant shall be required to obtain and submit the No Objection Certificate (NOC) from the Airports Authority of India (AAI) for the proposed 50-metre High-Rise Building and Communication Mast at ICAT Centre-II, Manesar, Gurugram, within a total period of 180 (One Hundred Eighty) calendar days from the date of issuance of the Purchase Order (PO). Timely completion of this activity is deemed a material obligation under the contract, and any deviation shall be subject to penalties as specified herein.
 - 3.2 **Delay in Submission:** Failure on the part of the Consultant to submit the required NOC within the prescribed 180-day completion period shall constitute a breach of contractual terms. In such an event, the Consultant shall be liable to pay **Liquidated Damages** to ICAT, without prejudice to any other rights or remedies available under the contract or applicable law.
 - 3.3 **Rate of Liquidated Damages:** Liquidated Damages shall be imposed at a rate of **0.5% (Half Percent)** of the Total Contract Value per week of delay, or part thereof, beyond the stipulated completion period of **180 Calendar Days**.
 - 3.4 **Maximum Liquidated Damages:** The aggregate liability of the Consultant on account of Liquidated Damages shall be **limited to a maximum of 10% (Ten Percent) of the Total Contract Value**. Upon reaching this cap, ICAT shall reserve the right, at its sole discretion, to:
 - Terminate the contract for default,
 - Forfeit the Performance Security, and/or
 - Engage alternative resources or consultants at the risk and cost of the defaulting Consultant.
 - 3.5 **No Waiver of Other Obligations:** The imposition or recovery of Liquidated Damages shall not absolve the Consultant from fulfilling the remaining contractual obligations. This includes, but is not limited

Additional Terms & Conditions (ATC)

to, the completion of all deliverables in accordance with the scope of work, compliance with statutory and regulatory requirements, and overall contractual performance.

- 3.6 Exclusion of Delays Attributable to ICAT:** For calculating delay and imposing Liquidated Damages, any delays directly attributable to ICAT – such as failure to provide necessary supporting documents, drawings, site access, or approvals required for processing the NOC shall be excluded from the computation of the delay period. The Consultant must formally notify ICAT, in writing, of any such delay along with evidence, within a reasonable time frame. ICAT shall review and confirm the exclusion, where applicable.
- 3.7 Extension of Time – Force Majeure:** If the delay is caused due to circumstances constituting Force Majeure (as defined under the contract), the Consultant may submit a written request for extension of time. Such a request must be duly supported with relevant documentation and justifications. ICAT may, at its sole discretion, grant such an extension without imposition of Liquidated Damages, provided the force majeure conditions are satisfactorily established.
- 3.8 Mode of Recovery:** Liquidated Damages, if applicable, shall be recoverable from
- Any payments due or becoming due to the Consultant under this contract, and/or
 - The Consultant's Performance Bank Guarantee or Security Deposit, without requiring any additional notice or consent.
- 3.9 Final Determination and Binding Authority:** The final assessment of delay, justification for extension (if any), and calculation and imposition of Liquidated Damages shall rest solely with ICAT. The decision of ICAT in this regard shall be **final, binding, and conclusive** upon the Consultant, and shall not be subject to further dispute or challenge.

4. Payment Terms

- 4.1 Payments for Activities 2 and 3 shall be made on actuals, subject to submission of the following:**
- A copy of the NOC application duly submitted to the Airports Authority of India (AAI).
 - A copy of the application fee payment receipt issued by AAI.
 - A corresponding tax invoice raised by the Consultant in accordance with applicable tax laws.
- 4.2 Payments for Activities 1, 4, and 5 shall be released only upon receipt of the final "No Objection Certificate (NOC) from AAI". The claim for payment shall be supported by:**
- A copy of the NOC issued by AAI.
 - A corresponding tax invoice raised by the Consultant in accordance with applicable tax laws.
- 4.3 No advance payment** shall be made for any of the specified activities under this contract. All payments shall be subject to satisfactory compliance with the contractual terms, verification of deliverables by ICAT, and applicable deductions, if any.
- 5. Sub-Contracting:** The Consultant shall not directly or indirectly assign, sub-contract, or sublet the whole or any part of the contract if in any manner except with the specific approval of ICAT.
- 6. Bid Validity:** The quoted rates must be valid for a period of 180 (One Hundred Eighty) days from the date of bid submission closing date. The overall offer for the assignment and bidders quoted price shall remain

Additional Terms & Conditions (ATC)

unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same would be treated as unresponsive, and it may be rejected.

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

8. Termination for Unsatisfactory Performance:

- 8.1 **Initial Warning:** In the event the performance of the Consultant is deemed unsatisfactory, particularly with regard to the timely completion of the specified activities, ICAT shall issue a written warning letter to the Consultant outlining the specific deficiencies or delays in performance.
- 8.2 **Second Warning:** Should the Consultant fail to address the concerns raised in the initial warning letter and continue to fail in delivering the required items or meet the expected quality standards within a period of fourteen (14) calendar days from the date of the first warning, ICAT shall issue a second written warning letter.
- 8.3 **Termination of Agreement:** If, after the issuance of the second warning letter, the Consultant's performance still fails to meet ICAT's expectations and requirements, ICAT reserves the right to terminate the work order by providing one (1) month's written notice to the Consultant, without the need to assign any further reasons for such termination.
- 8.4 **Post-Termination Consequences:** Upon termination, the contract shall become null and void, and any amounts deemed payable to the Consultant, if applicable, shall automatically lapse, with no further payments being made. No claims from the Consultant, including any for compensation or damages, shall be entertained by ICAT after the termination of the contract.
- 8.5 **Final Decision on Performance:** The decision of the competent authority of ICAT regarding the determination of the Consultant's performance shall be final, binding, and conclusive. No appeal or further claims regarding performance evaluation shall be entertained.

9. Dispute Resolution and Jurisdiction

- 9.1 **Amicable Resolution:** The Parties shall make every effort to resolve amicably, by mutual consultation, any dispute, difference, or claim arising out of or in connection with this tender or the eventual contract, including its interpretation, execution, performance, or termination.
- 9.2 **Arbitration:** If the Parties are unable to resolve the dispute through mutual consultation within a reasonable period, the matter shall be referred to arbitration. The arbitration shall be conducted as follows:
- The sole arbitrator shall be nominated and appointed by the Director, ICAT, from among ICAT officials or any competent individual as deemed appropriate by the Director.
 - The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof.
 - The venue of arbitration shall be Gurugram, Haryana, and the language of the arbitration shall be English.
 - The decision of the arbitrator shall be final, binding, and conclusive on both Parties.
- 9.3 **Jurisdiction:** Subject to the arbitration clause above, it is expressly agreed that any dispute or difference arising under, out of, or in connection with this tender or the work, including post-arbitration matters, shall be subject to the exclusive jurisdiction of the competent courts at Gurugram, Haryana, including the High Court of Punjab and Haryana at Chandigarh.

Additional Terms & Conditions (ATC)

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

11. ICAT's Rights:

- 11.1 This tender does not constitute an offer and does not guarantee the award of work to any bidder.
- 11.2 ICAT reserves the right to accept or reject any or all bids, wholly or in part, without assigning any reason.
- 11.3 ICAT also reserves the right to revoke or cancel this tender process at any stage without incurring any liability or obligation to any bidder.
- 11.4 ICAT is not responsible for any costs incurred by bidders in preparation or submission of their proposals.

12. Force Majeure

- 12.1 **Definition:** For the purposes of this tender and any subsequent contract, "Force Majeure" shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of the affected party, which could not have been foreseen or prevented by the exercise of reasonable diligence, and which materially and adversely affects the performance of obligations under this contract.

Such events shall include, but are not limited to:

- Natural disasters: floods, cyclones, earthquakes, tsunamis, lightning, landslides, epidemics, or pandemics.
- Acts of Government or statutory authorities: war (declared or undeclared), invasion, armed conflict, embargo, blockades, expropriation, quarantine restrictions, sanctions, or changes in law.
- Civil unrest: riots, public disorder, terrorism, sabotage, or civil commotion affecting the work area.
- Restrictions or disruptions: imposition of restrictions on movement of goods/personnel, freight embargoes, or unavailability of materials or services due to such force majeure events.

- 12.2 **Notice Requirement:** The party affected by a Force Majeure event shall notify the other party in writing within ten (10) calendar days of the occurrence of such event.

The notice shall contain:

- A detailed description of the Force Majeure event.
- Its actual or anticipated impact on the performance of contractual obligations.
- Steps taken or proposed to be taken to mitigate its effects.

Failure to provide timely notice may result in the loss of the right to claim relief under this clause.

12.3 Consequences of Force Majeure

- Neither party shall be in breach of contract nor held liable for any delay, non-performance, or failure to fulfil any obligation under this tender or contract to the extent such performance is prevented or delayed by a Force Majeure event.
- The time for performance of the affected obligations shall be extended by a period equal to the duration of the Force Majeure event, subject to mutual agreement.

12.4 Mitigation and Resumption - The affected party shall:

- Use reasonable efforts to mitigate the impact of the Force Majeure event; and

Additional Terms & Conditions (ATC)

- Resume full performance of its contractual obligations as soon as reasonably possible after the cessation of the Force Majeure event.

12.5 **Termination Due to Extended Force Majeure:** If the Force Majeure event continues for a period exceeding sixty (60) consecutive days, either party may, upon written notice, terminate the contract without any further liability, except for payment of services rendered prior to the effective date of termination.

13. Confidentiality

13.1 **Obligation of Confidentiality:** The Consultant shall, at all times during the term of the contract and thereafter, maintain strict confidentiality and shall not, without the prior written consent of ICAT, disclose, divulge, publish, or in any way make available to any third party, any information, document, data, report, drawing, communication, or knowledge (in any form, whether written, oral, electronic, or otherwise) that is:

- Obtained from or on behalf of ICAT.
- Generated, accessed, or created in connection with the performance of the assignment.
- Designated as confidential or which ought reasonably to be understood as confidential by its nature or context.

13.2 **Use Restriction:** The Consultant shall use such confidential information solely for the purpose of carrying out the services under this contract and shall not use or permit the use of such information for any other purpose, commercial or otherwise.

13.3 **Disclosure to Personnel:** Disclosure of confidential information to the Consultant's employees, subcontractors, or professional advisors shall be permitted only on a strict need-to-know basis, and provided that such personnel are bound by written confidentiality obligations no less stringent than those set forth herein. The Consultant shall remain liable for any breach of this obligation by its personnel or affiliates.

13.4 **Return or Destruction of Confidential Information:** Upon completion or termination of the contract, the Consultant shall, upon request by ICAT, return or destroy all documents, materials, and electronic records containing confidential information, including all copies thereof, and shall certify such return or destruction in writing, unless retention is required by law.

13.5 **Exclusions** The confidentiality obligations under this Clause shall not apply to information that

- Is or becomes publicly available without breach of this agreement.
- Was lawfully in the Consultant's possession prior to disclosure by ICAT.
- Is lawfully disclosed to the Consultant by a third party without any restriction.
- Is required to be disclosed by law, regulation, or a valid order of a court or regulatory authority, provided that prior written notice is given to ICAT to enable ICAT to seek a protective order or other appropriate remedy.

13.6 **Survival:** The obligations under this Clause shall survive the termination or expiration of the contract for a period of five (5) years, or for such longer period as may be required by applicable law or regulatory authorities.

13.7 **Breach and Remedies:** Any unauthorized disclosure or use of confidential information by the Consultant shall constitute a material breach of contract and shall entitle ICAT to seek legal remedies including but not limited to termination, damages, injunctive relief, and indemnification.

Additional Terms & Conditions (ATC)

14. **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
15. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.

Additional Terms & Conditions (ATC)

Form "I"

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

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

Additional Terms & Conditions (ATC)

	for the last three financial years should be attached)	
11	Proof of experience successfully completed similar nature of work to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed).	
12	Declaration regarding blacklisting or otherwise by the government departments as given in "Form II"	
13	The ATC (Additional Terms and Conditions document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed	
14	Any other information document: Please specify	

Additional Terms & Conditions (ATC)

Form "II"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

Additional Terms & Conditions (ATC)

Form "III"

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

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

*** 1. Declaration regarding Make in India**

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

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

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

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

Authorised Signatory

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

Additional Terms & Conditions (ATC)

Annexure "IV"

Format of Bid Security Declaration

(To be submitted on the Bidder's Letter Head)

To,
The Director
International Centre For Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar
Gurgaon - 122050

Tender Reference: ICAT/GEM/C&L/CONST-NOC/2025-26/231, **Tender Title:** *Hiring Consultancy for Obtaining NOC from Airport Authority of India (AAI) for High-rise Building at ICAT Center - 2, Manesar, Gurugram (Haryana).*

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

Additional Terms & Conditions (ATC)

Form "V"

Declaration In Respect of Conflict of Interest

Tender Reference No. ICAT/GEM/C&L/CONST-NOC/2025-26/231

Tender Detail: Hiring Consultancy for Obtaining NOC from Airport Authority of India (AAI) for High Rise Building and communication mast at ICAT Center - 2, Manesar, Gurugram (Haryana).

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

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

Full Name of Legal Representative/Agent	
Whether employee of Bidder – Firm or not? (Yes/No)	

Additional Terms & Conditions (ATC)

Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

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

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

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

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

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

Additional Terms & Conditions (ATC)

dealer. There can be only one bid from the following:

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

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

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

For (Firm Name)

Signature of Director/ Partner/ Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VI"
Undertaking Declaration by the Bidder

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

Subject: Undertaking for Acceptance of Terms and Commitment to Perform - Tender No. ICAT/GeM/C&L/CONST-NOC/2025-26/231

We, the undersigned, hereby declare and undertake as follows:

1. **We have fully read, understood, and accept** all the terms, conditions, specifications, obligations, and requirements mentioned in the Tender Document/ Additional Terms and Conditions (ATC), including any amendments or clarifications issued in relation to Tender No. ICAT/GeM/C&L/CONST-NOC/2025-26/231, for *"Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre - 2, Manesar, Gurugram (Haryana)"*.
2. We confirm that we have carefully examined the scope of work, evaluation criteria, qualification requirements, and all other relevant provisions contained in the tender and have **quoted our commercial offer after thorough due diligence and assessment**.
3. We hereby **unconditionally agree and undertake** to provide the required consultancy services **strictly in accordance with the tender terms**, and as per the directions and timelines stipulated by ICAT, for the entire duration of the contract, if awarded to us.
4. **We further confirm that:**
 - Our bid is in compliance with all applicable laws, rules, and regulations.
 - We have not engaged in any fraudulent, corrupt, or unethical practices.
 - All information and documents submitted by us in response to the tender are true, complete, and correct to the best of our knowledge and belief.
5. This undertaking is executed with the full understanding that any deviation, misrepresentation, or failure to comply with the tender requirements may lead to rejection of our bid or termination of contract, without prejudice to any other rights or remedies available to ICAT under law.

Authorized Signatory: (Signature with date)

Name:

Designation:

Company Name:

Official Seal:

Contact Details:

Place:

Date:

Additional Terms & Conditions (ATC)

Form "VII"

No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

We, **M/s** _____, having submitted our bid for "**Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI) for a High-Rise Building at ICAT Centre - 2, Manesar, Gurugram (Haryana)**", do hereby certify and declare the following:

1. That we have conducted a **site visit** at **ICAT Centre - 2, Manesar** and are fully aware of the site conditions, local environment, logistical aspects, and other factors relevant to the execution of the proposed consultancy assignment.
2. That the **services, deliverables, and methodology** proposed in our bid are fully aligned with the **technical scope, specifications, and requirements** detailed in the tender document, and we hereby confirm that there is **no deviation whatsoever** from any of the conditions, technical requirements, or deliverables prescribed therein.
3. That we have carefully reviewed and understood **all commercial terms and conditions** as set out in the tender document, including those in the Additional Terms and Conditions (ATC), and hereby convey our **unconditional acceptance** of the same.
4. That we understand and acknowledge that **any deviation or misrepresentation** from the requirements of the tender document may lead to rejection of our bid or termination of the contract, if awarded.

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "VIII"

Deviations or Modification Suggested

(To be submitted Original on Bidder Letter Head)

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

Sl. No.	Clause No.	Existing Provision	Query/Suggestion

Note: Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Bid Document**

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal

Name Designation

Email

Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"

Undertaking For Non-Subcontracting
(To be submitted Original on Bidder Letter Head)

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

Sub: Declaration Regarding Non-Subcontracting – Tender No. ICAT/GeM/C&L/CONST-NOC/2025-26/231

Dear Sir/Ma'am,

I/We, the undersigned, on behalf of M/s _____, hereby declare and undertake as follows:

1. That we have submitted our bid for the above-referenced tender for **Hiring of Consultant for Obtaining No Objection Certificate (NOC) from AAI**.
2. We hereby undertake and confirm that **no part of the services, obligations, or responsibilities** under this contract shall be **subcontracted or assigned** to any third party, individual, or firm, either in full or in part, **without the prior written consent** of the Buyer (ICAT).
3. We understand that **subcontracting without prior written approval** from ICAT shall constitute a **material breach of contract** and may result in:
 - **Disqualification** from the current bidding process.
 - **Termination of contract**, if already awarded.
 - **Legal or administrative action**, as deemed appropriate by ICAT.
4. We further confirm that in the event subcontracting is permitted by ICAT under exceptional circumstances, the **full responsibility and accountability** for the performance, quality, timelines, and compliance with contractual obligations shall remain with us as the **primary contractor**.

This declaration is made in accordance with the terms and conditions of the tender and with full understanding of its implications.

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "X"

Details of Contracts

(To be submitted Original on Bidder Letter Head)

Details of contracts with Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India managed by the Bidder during the last three (3) Years in the following format (attested copies of the PO's and completion certificates may be closed).

SI No.	Details of client along with address, contact details (telephone, email, website, fax etc.)	Contract Value (INR)	Duration of contract	
			Order Received Date	Project Completion Date
1.				
2.				
3.				
4.				
5.				

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

Additional Terms & Conditions (ATC)

Form "XI"

Declaration by the Bidder for Code of Integrity
(On the Letter Head of the Bidder)

Date _____

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

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 Entity 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

Additional Terms & Conditions (ATC)

Form "XII"

Format for Annual Turnover

(To be submitted on letterhead of Chartered Accountant along with their UDIN)

Tender Ref: ICAT/GeM/C&L/CONST-NOC/2025-26/231

Annual Turnover Declaration

The Annual Turnover to be provided in the following format for the 3 (Three) Financial Years.

Financial Information (in INR)			
Financial Year	2022-23	2023-24	2024-25
Annual Turnover (In Lakhs)			
Average Annual Turnover:			
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.			

Certificate from the Chartered Accountant/Statutory Auditor

This is to certify that _____ (Name of the Bidder) had a turnover as shown above against the respective financial years.

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

1. The details submitted by the Bidder in **"Form I"** must be corrected and submitted by the bidder with UDIN. **"Form XII"** submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last **three years (i.e. 2023-23, 2023-24 & 2024-25)** shall be min. **INR 100 Lakh**.
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**

Additional Terms & Conditions (ATC)

Form "XIII"

Site Visit Declaration
(On Bidder Letterhead)

Date:

To
The Director,
International Centre for Automotive Technology (ICAT)
ICAT Centre - 26, Sector - 3, Near HSIIDC Office
IMT Manesar, Gurugram - 122051 (Haryana - India)

Subject: *Site Visit Declaration - Tender No. ICAT/GeM/C&L/CONST-NOC/2025-26/231*

Dear Sir/Madam,

I/We, the undersigned, hereby declare that:

1. I/We have visited the site located at ICAT Centre - 2, Manesar, Gurugram (Haryana) in connection with the above-mentioned tender for the "*Hiring of Consultant for Obtaining No Objection Certificate (NOC) from Airports Authority of India (AAI)*" for the proposed high-rise building project.
2. I/We have thoroughly inspected and reviewed the site and have obtained all necessary information regarding:
 - Site location and its surroundings.
 - Topographical and geographical conditions.
 - Site access, logistics, and constraints (if any).
 - Any relevant physical or environmental factors likely to affect the preparation and submission of our bid.
3. I/We have taken into consideration all relevant aspects observed during the site visit in the preparation of our technical and financial proposal.
4. I/We understand that no additional claim or request for compensation shall be entertained by ICAT on account of lack of knowledge or misunderstanding of the site conditions.
5. This declaration is made in accordance with the tender conditions, and I/we confirm that the site visit was conducted by our authorized representative(s) on the date and time as scheduled/coordinated with ICAT officials.

This declaration is submitted in accordance with the tender terms and as a prerequisite for the evaluation of our bid.

**Thanking you,
Yours faithfully,**

For and on behalf of Bidder:

Authorized Signatory: _____

Designation:

Signature & Seal