

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	17-04-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	17-04-2026 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	National Automotive Board
कार्यालय का नाम / Office Name	National Automotive Board Manesar
वस्तु श्रेणी / Item Category	Hiring of Consultancy Services - Percentage based - Appointment of Designated Executing Agency (DEA) for Civil and MEP Works at ICAT Centre - 2, Manesar; DPR,RFP Preparation & Bid Process Management, Project Management; Yes; Hybrid(As specified in sc..
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)	1500 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)

बिड विवरण/Bid Details

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
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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य / Estimated Bid Value	380000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	7600000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
-----------------------------	-----------

ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	12

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

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

लाभार्थी / Beneficiary :

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

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

एमआईआई अनुपालन/MII Compliance

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

1. 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.
2. 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.
3. 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.
4. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Profile of Consultants: [1774261792.pdf](#)

Pre-qualifications Criteria: [1774261798.pdf](#)

Methodology for Measurement of executed Project Value, to be used for Invoicing: [1774261808.pdf](#)

Detail of the Project to be managed by Service Provider: [1774262207.pdf](#)

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

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

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-04-2026 14:00:00	Civil Meeting Room C/o International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram - 122051

Hiring Of Consultancy Services - Percentage Based - Appointment Of Designated Executing Agency (DEA) For Civil And MEP Works At ICAT Centre - 2, Manesar; DPR,RFP Preparation & Bid Process Management, Project Management; Yes; Hybrid(As Specified In Sc.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Appointment of Designated Executing Agency (DEA) for Civil and MEP Works at ICAT Centre - 2, Manesar
Consultant's Profile	DPR,RFP Preparation & Bid Process Management , Project Management
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

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 / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	1	<ul style="list-style-type: none">Estimated Value of Project to be Managed : 380000000

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

1. Generic

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

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

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

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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 कार्रवाई 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 and Conditions (ATC)

ATC Index		
SI No.	Content	Page No.
1.	NIT - Notice for Inviting Tender	2-3
2.	Chapter - 1 (Detailed Technical Specification and Scope of Work)	4-11
3.	Chapter - 2 (Instructions to Bidders)	12-15
4.	Chapter - 3 (Earnest Money Deposit - EMD Clause)	16
5.	Chapter - 4 (Evaluation Under QCBS Methodology)	17-20
6.	Chapter - 5 (Bid Rejection Criteria)	21-22
7.	Chapter - 6 (General Conditions of Contract - GCC)	23-35
8.	Chapter - 7 (Special Conditions of Contract - SCC)	36
9.	Form - I (Format for Performance Bank Guarantee - PBG)	37-38
10.	Form - II (Bidder Information Checklist)	39-40
11.	Form - III (Undertaking Regarding Blacklisting/Non-Debarment)	41
12.	Form - IV (Format of Declaration in Lieu of EMD/Bid Security)	42
13.	Form - V (Earnest Money Deposit Form - EMD)	43
14.	Form - VI (Declaration in Respect of Conflict of Interest)	44-46
15.	Form - VII (Product/Service Support Declaration)	47
16.	Form - VIII (No Deviation Declaration)	48
17.	Form - IX (Deviation or Modification Suggested)	49
18.	Form - X (Details of Contract)	50
19.	Form - XI (Declaration by the Bidder for Code of Integrity)	51
20.	Form - XII (Format for Annual Turnover)	52
21.	Form - XIII (Declaration Regarding Restrictions on Procurement from a Bidder of a Country Which Shares Land Border with India)	53
22.	Form - XIV (Certificate Regarding Declaration of Local Content)	54

Additional Terms and Conditions (ATC)

NIT (Notice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT), GST No. 06AABAN9435G2ZI, a division of the National Automotive Board (NAB) under the Government of India, hereby invites proposals under a **Restricted Bidding Process** and **Two-Bid System (Technical Bid and Financial Bid)** from eligible **Public Sector Undertakings (PSUs) / Central Public Sector Enterprises (CPSEs)** for **“Appointment of Designated Executing Agency (DEA) for Civil and MEP Works at ICAT Centre-2, Manesar, Haryana.”**

Tender Activity Schedule

Project Detail	Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar, (Haryana)
Detailed Scope of Work	Please Refer <i>“Chapter - 1”</i>
Project Site	International Centre For Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051 (Haryana)
Earnest Money Deposit (EMD) Or Bid Security Declaration	<p>Earnest Money Deposit (EMD): <i>INR 76,00,000/- (Rupees Seventy-Six Lakh Only)</i> shall be submitted in form of DD/Bank Guarantee/Banker’s Cheque & FDR drawn in favour of “International Centre for Automotive Technology”, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name “International Centre for Automotive Technology”.</p> <p style="text-align: center;">Or</p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per “Form - IV” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.</p>
Bidding Procedure	Bids are invited through a restrictive bidding process from competitive, qualified, and experienced PSUs/CPSEs specializing in civil construction consultancy and contracting services.
Selection Criteria	<p>The selection of the successful bidder for the tender titled “Appointment of Designated Execution Agency (DEA) for Civil and MEP Works” at the International Centre for Automotive Technology (ICAT) shall be carried out through the Quality and Cost Based Selection (QCBS) methodology (Please Refer “Chapter - 4” of the ATC Document).</p> <ul style="list-style-type: none"> ➤ Evaluation Methodology: Under the QCBS method, both technical competence and financial competitiveness of the bidders shall be evaluated. The overall selection shall be based on a combined score derived from the Technical Proposal (weightage: 70%) and the Financial Proposal (weightage: 30%). ➤ The bidder securing the highest Final Score (S) shall be selected for award of the contract, subject to verification of documents and approval by the competent authority. ➤ Tie-Breaking Clause: In the event of a tie in the final score, the bidder with the higher technical score shall be selected. If a tie still exists, ICAT reserves the right to make the final decision based on additional technical assessment or reference checks.

Additional Terms and Conditions (ATC)

<p>The Last Date of Receipt of Queries if any,</p>	<p>Submission of Pre-Bid Queries Bidders are required to submit their queries, if any, in writing to smita@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in by 06/04/2026 up to 1700 Hrs.</p>
<p>Date for Clarification Meeting</p>	<p>Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.</p> <ul style="list-style-type: none"> ➤ Date: 08/04/2026 ➤ Time: 14:00 Hrs. ➤ Venue: Civil Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051, Haryana ➤ Mode: Physical or Virtual Meeting <p>All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.</p>

ICAT Bank Details for NEFT/RTGS (In case any bidder deposits the EMD of INR 76,00,000/- through NEFT/RTGS)

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

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

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

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)

Chapter - 1

Detailed Scope of Work/Services

1. **Name of Work:** Appointment of Designated Execution Agency (DEA) for Civil and MEP Works at ICAT Centre – 2, Manesar (Haryana)

Project Details:

Project 1: Construction of a New Building at ICAT Centre – 2, Manesar (Haryana).

Project 2: Infrastructure up-gradation of Client Workshop at ICAT Centre – 2, Manesar (Haryana).

2. **Objective:** The objective of this tender is to engage a competent Designated Executing Agency (DEA) from among eligible PSUs/CPSEs for undertaking end-to-end services, including planning, detailed engineering, design coordination, procurement, and execution of Civil and MEP works for augmentation of infrastructure at ICAT, Manesar. The DEA shall be responsible for delivering fully completed, tested, and commissioned facilities in conformity with approved designs, technical specifications, applicable statutory provisions, Government guidelines, and prevailing industry standards. The scope shall also include ensuring quality assurance, safety compliance, and timely completion of the works. The DEA shall work in close coordination with the ICAT technical team, which shall facilitate and support the procurement and integration of test equipment through designated Test Agencies, vendors, and contractors, as required for the project.

3. Scope of Work

3.1 Pre-Construction Phase

3.1.1 Appointment of Architect/Design Consultant

- 3.1.1.1 The Designated Executing Agency (DEA) shall undertake preliminary site surveys, including topographical surveys and geotechnical investigations (soil testing), as required for the project.
- 3.1.1.2 The DEA shall, at its own cost and within its scope, appoint a qualified Architect/Design Consultant. No separate payment shall be admissible on this account.
- 3.1.1.3 The appointed Architect/Design Consultant shall prepare all requisite architectural, structural, and MEP (including HVAC, electrical, plumbing, firefighting, and IT systems) designs and drawings in consultation with the ICAT Technical Team and equipment suppliers.
- 3.1.1.4 The DEA shall undertake any other responsibilities as may be assigned by ICAT from time to time in relation to the project.

3.1.2 Design Deliverables and Compliance

- 3.1.2.1 The DEA shall prepare comprehensive design documents including, but not limited to, Design Basis Reports, preliminary and detailed drawings, Good for Construction (GFC) drawings, Detailed Project Reports (DPR), cost estimates, and Notice Inviting Tender (NIT) documents for engagement of contractors. Detailed cost estimates shall include item-wise specifications and quantities based on equipment requirements and CPWD Schedule of Rates (DSR), or other applicable Schedule of Rates where DSR is not available.
- 3.1.2.2 The DEA shall prepare and finalize a detailed project schedule, including all activities and milestones, ensuring completion of the project within the stipulated timeframe. Inputs from the ICAT Technical Team shall be duly incorporated.

Additional Terms and Conditions (ATC)

- 3.1.2.3 All designs and drawings shall conform to applicable statutory requirements, including local authority bye-laws, National Building Code (NBC), Indian Electricity Rules, relevant Indian Standards (IS Codes), CPWD specifications, and other applicable regulations. The DEA shall be fully responsible for structural safety, serviceability, and adequacy of all systems designed.
- 3.1.2.4 The DEA shall be responsible for issuance of approved Good for Construction (GFC) drawings to contractors for execution of Civil and MEP works.
- 3.1.2.5 Responsibility Matrix

Sl. No.	Activity	Prepared By	Reviewed/Recommended By
1	Preparation of Master Plan, Preliminary Drawings & its approval.	DEA	ICAT
2	Preparation and approval of DPR, Administrative Approval and Expenditure Sanction	DEA	ICAT
3	Detailed Estimates and Technical Sanction	DEA	DEA
4	Floating and Award of Work	DEA	DEA
5	Contract Execution and Commissions	--	DEA
6	Handling Over Infrastructure	DEA	ICAT

- 3.1.2.6 **Deliverables - The DEA shall prepare and submit the following**
- Architectural, Structural, and MEP designs (HVAC, Electrical, Lighting, Plumbing, Firefighting, IT Cabling) in consultation with ICAT Technical Team and equipment suppliers
 - Detailed Project Reports (DPR) with itemized Bills of Quantities (BOQs)
 - Cost estimates based on CPWD DSR or other applicable SORs
 - Land surveys, contour plans, master plan, and geotechnical investigation reports, as required
 - Layout plans and Good for Construction (GFC) drawings
- 3.1.2.7 Ensure compliance with NBC, CPWD guidelines, IS Codes, fire safety norms, electrical regulations, environmental norms, and requirements of statutory authorities such as Factory Inspectorate, PESO, and Pollution Control Board, as applicable
- 3.1.2.8 Undertake proof checking of structural designs as per latest applicable codes
- 3.1.2.9 Third-party proof checking from reputed institutions such as IITs/NITs/IIITs shall be the responsibility of the DEA. The DEA shall undertake this activity at its own cost and arrange for all necessary coordination and submissions. However, the fees towards such proof checking shall be borne by ICAT on actual basis, subject to submission of supporting documents.
- 3.1.2.10 Obtain all statutory approvals, permissions, and clearances from concerned authorities, including building plan approvals and fire safety NOCs
- 3.1.2.11 Submit As-Built drawings upon completion of works
- 3.1.2.12 Prepare and hand over inventory of assets to the Engineer-in-Charge
- 3.1.2.13 Ensure presence/representation during the Defect Liability Period for rectification of defects

Additional Terms and Conditions (ATC)

- 3.1.2.14 Obtain completion certificates and No Objection Certificates (NOCs) from all statutory authorities prior to occupancy
- 3.1.2.15 Handle and resolve all contractual disputes with contractors/suppliers, including arbitration proceedings, if any
- 3.1.2.16 Ensure that the project is completed within the approved budget without cost overruns
- 3.1.2.17 Maintain all project-related records and accounts for audit and inspection as per CPWD codal provisions
- 3.1.2.18 Any other additional responsibility relating to the project, as may be assigned by ICAT (International Centre for Automotive Technology) to the Executing Agency from time to time, shall also be within the scope of the DEA.

3.1.3 Interface Coordination

- 3.1.3.1 The DEA, either directly or through its Design Consultant, shall coordinate closely with ICAT representatives for planning and execution of the project. This shall include preparation of designs, cost estimates, quantity take-offs, and project schedules based on inputs from ICAT and equipment suppliers. A detailed project implementation plan using PERT/CPM methodology shall be developed.
- 3.1.3.2 The DEA shall coordinate with the ICAT Technical Team regarding procurement, supply, installation, and commissioning of equipment, and shall organize regular progress review meetings.
- 3.1.3.3 The DEA shall conduct periodic site and coordination meetings with all stakeholders to ensure timely execution and resolution of issues.
- 3.1.3.4 The DEA shall maintain proper documentation of all communications, decisions, and Minutes of Meetings (MoMs) for record and audit purposes.

3.2 Tendering for Appointment of Contractor and Construction Phase

3.2.1 Tender Publication and Bid Management

- 3.2.1.1 Upon approval of the Detailed Project Report (DPR) by ICAT, the DEA shall prepare tender documents for engagement of contractors. The tender documents shall be prepared in accordance with the CPWD Works Manual, CPWD Specifications, CPWD Schedule of Rates (DSR), and all applicable circulars/updates issued by CPWD, as well as the General Financial Rules (GFR), 2017, and CVC guidelines, as amended from time to time.
- 3.2.1.2 The DEA shall invite tenders in accordance with applicable CPWD GCC provisions, ensuring strict compliance with GFR 2017 and extant CVC guidelines. The bidding process shall be conducted in two-cover system.
 - **Part I:** Technical Bid (Techno-commercial bid)
 - **Part II:** Financial Bid
- 3.2.1.3 The tenders shall be floated on the Central Public Procurement (CPP) Portal and/or the DEA's designated website, as applicable. The DEA shall be responsible for preparation, publication, and finalization of tender documents. Inputs from ICAT may be incorporated, wherever required.

3.2.2 Bid Evaluation and Award

- 3.2.2.1 The DEA shall evaluate technical and financial bids and determine reasonableness of quoted rates in accordance with applicable procedures.

Additional Terms and Conditions (ATC)

- 3.2.2.2 In case the discovered cost is within the approved DPR estimates, the DEA may proceed with award of work, subject to due approvals. In case the discovered cost exceeds DPR estimates, the DEA shall submit a comparative statement and analysis to ICAT for review. Further course of action, including negotiation, retendering, or award of work, shall be decided based on ICAT's recommendations and applicable approval process.
- 3.2.2.3 Upon approval of the Competent Authority, the DEA shall issue Letter of Intent (LOI) to the successful bidder.
- 3.2.2.4 The formal Work Order shall be issued by the DEA only after receipt, verification, and acceptance of valid Performance Bank Guarantee (PBG) from the contractor.

3.2.3 Construction and Execution

Project Scope

- **Project 1:** Construction of New Building at Test Track Area, ICAT Centre - 2, Manesar
- **Project 2:** Infrastructure upgradation of Client Workshop, ICAT Centre - 2, Manesar

- 3.2.3.1 The DEA shall deploy dedicated Project Managers and separate Project In-charges for Civil and MEP works.
- 3.2.3.2 The DEA shall ensure deployment of qualified site engineers/engineer-in-charge for Civil and MEP works respectively.
- 3.2.3.3 The DEA shall deploy adequate manpower at site and ensure end-to-end management of the project, including but not limited to:
- a. Mobilization.
 - b. Coordination and Documentation
 - c. Communication Management
 - d. Project Scheduling (PERT/CPM with resource planning for each project)
 - e. Scope Control and Change management
 - f. Cost Control, Measurement, and Billing
 - g. Contract Management
 - h. Material, Safety, and Quality management
 - i. Monitoring of progress against milestones
 - j. Completion and Demobilization in accordance with contract requirements
- 3.2.3.4 The DEA shall coordinate with ICAT and equipment suppliers for timely delivery, installation planning, and integration of equipment with civil/MEP works, wherever applicable.
- 3.2.3.5 The DEA shall maintain continuous coordination with the ICAT Technical Team for all inputs related to equipment-specific civil and MEP requirements.
- 3.2.3.6 In case of deviations in scope, quantities, extra items, substituted items, or variations during execution, the DEA shall prepare and submit a detailed deviation statement, including rate analysis and justification, to ICAT for approval prior to execution, as per delegated powers.
- 3.2.3.7 The DEA shall submit monthly physical and financial progress reports to ICAT.
- 3.2.3.8 The DEA shall ensure that the project is executed within the approved financial outlay and that no budget overrun occurs.
- 3.2.3.9 The DEA shall provide necessary recommendations to the ICAT Technical Team on matters relating to contract administration, including but not limited to disputes, delays, imposition of penalties, grant of extension of time, cancellation of awards, debarment,

Additional Terms and Conditions (ATC)

forfeiture or release of Performance Bank Guarantees (PBGs), Earnest Money Deposits (EMDs), and other related contractual actions, up to issuance of the Project Utilization Certificate.

3.2.3.10 The Designated Executing Agency (DEA) shall be responsible for settlement and resolution of all contractual disputes with contractors/suppliers, including initiation and conduct of arbitration proceedings, if any. The DEA shall also attend and represent the project in all meetings, hearings, and proceedings arising out of such disputes, including matters relating to implementation and payment of arbitration awards.

3.2.3.11 The DEA shall maintain complete project accounts, records, and documentation for audit and inspection for the entire codal life of records as per CPWD norms and applicable Government guidelines.

3.2.3.12 **Post-Construction and Closeout:** Upon completion of construction and commissioning of the works, the Designated Executing Agency (DEA) shall carry out all post-construction and closeout activities, including but not limited to final inspection, rectification of defects, preparation and submission of as-built drawings, completion documentation, statutory clearances, and handover of the completed facility to ICAT in fully functional and compliant condition. The DEA shall also ensure closure of all contractual obligations, finalization of accounts, release/retention of securities as per contract provisions, and completion of all activities required for issuance of the Project Completion and Utilization Certificate.

3.2.4 Completion and Handover

3.2.4.1 The DEA shall ensure commissioning and handover of completed works in fully functional, compliant, and ready-for-use condition, suitable for installation of equipment. The DEA shall also be responsible for rectification of any civil/MEP issues arising during equipment installation and commissioning.

3.2.4.2 The Designated Executing Agency (DEA) shall submit final As-Built Drawings, duly prepared and certified by the Design Consultant, to the respective ICAT Technical Team upon completion of the works, reflecting all executed civil and MEP works as actually constructed.

3.2.4.3 The DEA shall maintain all project records for audit and inspection for the entire codal life of documents as per CPWD guidelines.

3.2.4.4 The DEA shall be responsible for monitoring and managing all financial instruments, including PBGs and other securities, till final closure of the project.

3.2.5 Final Billing

3.2.5.1 The DEA shall verify, certify, and recommend contractor's running and final bills in accordance with contractual provisions.

3.2.5.2 Performance Bank Guarantees (PBGs) shall be retained and monitored by the DEA throughout the Defect Liability Period.

3.2.5.3 The DEA shall process contractor bills strictly in accordance with the terms and conditions of the respective contracts.

3.2.5.4 All payments shall be released subject to approval of the Competent Authority.

3.2.6 Legal and Contractual Oversight

3.2.6.1 The DEA shall be responsible for handling all contractual and legal matters arising during execution, including dispute resolution, arbitration proceedings, and related

Additional Terms and Conditions (ATC)

legal actions, up to completion of the Defect Liability Period and issuance of Project Utilization Certificate.

4. Financial Terms

4.1 Remuneration Structure

- 4.1.1 The Designated Executing Agency (DEA) shall quote its remuneration as a percentage of the actual executed cost of Civil, Utility, and IT works, exclusive of GST.
- 4.1.2 The quoted percentage shall be deemed to be all-inclusive and shall cover the entire scope of services under this tender, including but not limited to design, drawings, consultancy, project management, supervision, coordination, and all allied and incidental services required for successful execution and completion of the project.
- 4.1.3 The estimated cost of the proposed Civil and MEP works is approximately **INR 38,00,00,000/- (Rupees Thirty-Eight Crore Only)**, inclusive of applicable taxes. The said estimate is indicative and subject to variation based on actual execution requirements and site conditions.

4.2 Payment to Contractors

- 4.2.1 Payments to Civil and MEP contractors shall be released by the DEA based on milestone-linked progress, limited to the lower of physical progress or financial progress certified at site.
- 4.2.2 The DEA shall ensure timely certification, processing, and release of payments to contractors to facilitate uninterrupted execution of works.

4.3 **DEA Fee Payment:** Payment to the DEA shall be made separately by ICAT based on the approved financial bid and actual value of executed work.

4.4 Payment Schedule (DEA Fees)

- 4.4.1 **30%** of DEA fees shall be released upon submission and acceptance of the *Detailed Project Report (DPR)* for the respective project.
- 4.4.2 **20%** of DEA fees shall be released upon award and placement of all *Civil and MEP* contracts.
- 4.4.3 **30%** of DEA fees shall be released upon substantial completion of *Civil and MEP* works.
- 4.4.4 The balance payment shall be released upon final handover of the completed works to ICAT. The final payment shall be calculated based on the approved financial bid percentage and the actual executed cost of works under the contract.
- 4.4.5 "*DEA Fee*" shall mean the percentage fee quoted by the bidder and accepted by ICAT as per the financial bid.
- 4.4.6 The DEA shall furnish a **Performance Bank Guarantee (PBG) equivalent to 5% i.e., INR 1,90,00,000/- (Rupees One Crore Ninety-Lakh Only)** of the estimated project cost as mentioned in the tender document.

Note: Fifty percent (50%) of the Design and Engineering Agency (DEA) fees, in accordance with the payment schedule specified above, shall be released upon approval of the Detailed Project Report (DPR), calculated on the basis of the approved DPR value and the percentage fee quoted by the DEA. The remaining fifty percent (50%) of the DEA fees shall be released in accordance with the payment schedule specified above and shall be computed by applying the percentage fee quoted by the DEA to the value of Civil and MEP works actually awarded and executed at ICAT by the Designated Execution Agency. The final payment shall be subject to adjustment on account of any difference between the approved DPR value and the actual value of Civil and MEP works executed. Any excess payment made shall be recoverable, and any shortfall shall be payable, in accordance with the terms of the Contract.

Additional Terms and Conditions (ATC)

4.5 Payment for Execution Works (Contractors)

- 4.5.1 The DEA shall submit to ICAT, on monthly basis, Running Account (RA) Bills duly certified for the value of work executed, materials supplied, and/or services rendered at site, in accordance with the terms of the Contract. Upon receipt and verification of such RA Bills for completeness, accuracy, and compliance with contractual provisions, ICAT shall process and release the admissible payment within a period of fifteen (15) working days from the date of acceptance of the verified RA Bill.
- 4.5.2 The DEA shall be responsible for verification, certification, and processing of such bills in accordance with contractual provisions and applicable rules.
- 4.5.3 The DEA shall ensure timely payment to contractors to avoid delay in execution.
- 4.5.4 Upon receipt of funds from ICAT, the DEA shall ensure immediate release of payments to respective contractors without undue delay.
- 4.5.5 The successful bidder/contractor shall furnish a Performance Security in the form of a Performance Bank Guarantee (PBG) equivalent to **5%** of the total awarded contract value, in favour of the Designated Executing Agency (DEA), valid for the entire contract period including Defect Liability Period, in accordance with the provisions of the contract.
- 4.5.6 Retention money shall be deducted from each Running Account (RA) bill at rates prescribed under CPWD Works Manual and shall be maintained by the DEA in accordance with applicable rules. Release, management, and refund of retention money shall be governed strictly as per CPWD Works Manual provisions.
- 4.5.7 The DEA shall ensure enforcement of contractual provisions including levy of Liquidated Damages (LD), penalties, and other contractual remedies in case of delay, non-performance, or breach by contractors, in accordance with tender provisions.
- 4.5.8 Final settlement of accounts shall be undertaken only after completion of all works, submission of as-built documentation, clearance of statutory obligations, and issuance of Completion and Utilization Certificate.
- 4.5.9 All payments, certifications, and financial decisions shall be subject to approval of the Competent Authority of ICAT.
- 4.5.10 All financial transactions shall be governed by applicable provisions of GFR 2017, CPWD Works Manual, and other Government of India financial rules.

5. Statutory, Government & Industry Compliance Requirements

- 5.1 **Statutory Compliance:** The DEA shall ensure compliance with all applicable laws, codes, and regulations, including but not limited to
- General Financial Rules (GFR), 2017
 - CPWD Works Manual and CPWD General Conditions of Contract (GCC)
 - Central Public Procurement (CPP) Portal guidelines and e-Procurement protocols
 - CPWD Schedule of Rates (DSR 2023) and applicable State SORs, where relevant
 - National Building Code (NBC)
 - Fire safety and electrical safety standards (BIS/NBC/NFPA/State regulations)
 - Environmental regulations and local building bye-laws
 - Building and Other Construction Workers (BOCW) Act
 - Statutory compliances including PF, ESI, GST registrations and returns
 - Factory Inspectorate, PESO, and other regulatory authorities, wherever applicable

Additional Terms and Conditions (ATC)

- HSIIDC, Fire NOC, Occupancy Certificate (OC), IGBC/GRIHA or other green building requirements, wherever applicable
 - Targeted IGBC Rating:
 - ❖ Gold for Existing Buildings in Scope of Work
 - ❖ Platinum Rating for New Buildings in Scope of Work And/or
 - Targeted GRIHA Rating:
 - ❖ 4 Star Rating for Existing Buildings in Scope of Work
 - ❖ 5 Star Rating for New Buildings in Scope of Work

The decision choice of rating solely lies with ICAT

Note: Fees or filing charges towards obtaining registration, green building ratings, statutory approvals, permissions, and NOCs shall be borne by ICAT at actuals.

6. Audit and Reporting Requirements

- 6.1 The DEA shall be responsible for handling all audit-related matters, including Internal Audit, Statutory Audit, CAG Audit, CVC references, and Ministry audits, and shall act as custodian of all project-related records and documentation.
- 6.2 The DEA shall submit periodic MIS reports on monthly and quarterly.
- 6.3 The DEA shall facilitate inspections and reviews by ICAT, Ministry of Heavy Industries (MHI), Project Monitoring Agencies (PMA), C&AG, and other statutory authorities.

7. Engagement Conditions

- 7.1 The DEA shall not subcontract core responsibilities of project management, design coordination, procurement, or execution oversight without prior written approval of ICAT.
- 7.2 All procurement activities shall be conducted in a transparent and auditable manner in compliance with applicable Government of India procurement guidelines, including instructions issued by the Department of Expenditure from time to time.
- 7.3 The DEA shall ensure confidentiality of all project data, drawings, designs, and technical specifications and shall not disclose the same to any third party without prior approval of ICAT.
- 7.4 All disputes arising out of or in connection with the contract shall be resolved in accordance with Government of India arbitration and dispute resolution mechanisms under applicable contractual provisions.

For or any technical queries please feel free to contact the undersigned:

Contact Person: Mrs. Smita Sharma - Civil Department

Contact No. +91 8800682288 (Mobile)

Email ID: smita@icat.in

Additional Terms and Conditions (ATC)

Chapter - 2

Instructions To Bidders

- 1. Submission of Bid and Technical Documentation:** The Bidder shall submit a complete, comprehensive, and duly signed bid strictly in accordance with the Scope of Work and Services outlined in "*Chapter - 1*" of the Additional Terms and Conditions (ATC). The bid shall comprise two distinct parts, namely the Technical Bid and the Financial Bid, which shall be prepared, sealed, and submitted in the formats and manner prescribed in the tender documents. The Technical Bid shall include all requisite documents, such as detailed technical specifications, drawings, design calculations (wherever applicable), product catalogues/literature, compliance statements, and any other supporting information necessary to establish conformity with the tender requirements. The Bidder shall ensure that all submitted documents are clear, complete, and duly authenticated. The Financial Bid shall be submitted separately and shall strictly conform to the prescribed format without any conditions or deviations.

Any deviation from the specified submission procedure, or failure to furnish complete technical and/or financial information as required, may render the bid liable for rejection at the discretion of the Purchaser, whose decision in this regard shall be final and binding.
- 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**

 - 4.1 Site Visit Requirement:** Prospective bidders are strongly advised to undertake a site visit prior to submission of their bids. The purpose of the site visit is to enable bidders to familiarize themselves with the existing infrastructure, installation constraints, technical requirements, environmental conditions, and any other relevant aspects that may impact the execution of the contract. This will assist bidders in preparing a complete, accurate, and fully compliant bid.
 - 4.2 Schedule for Site Visit:** The site visit shall be permitted strictly during the period from **26/03/2026 to 10/04/2026, during ICAT's office hours, i.e., 08:30 Hrs to 17:00 Hrs.** Bidders shall submit a written request to ICAT at least **two (2) working days** prior to the intended date of visit to facilitate necessary coordination and access arrangements. No unscheduled or walk-in visits shall be permitted.

Additional Terms and Conditions (ATC)

- 4.3 **Costs and Expenses:** All costs and expenses associated with the site visit, including but not limited to travel, boarding, lodging, and any other incidental charges, shall be borne entirely by the bidder. ICAT shall have no financial obligation in this regard.
- 4.4 **Disclaimer and Acknowledgment:** Failure to undertake the site visit within the specified timeline shall not constitute a valid ground for seeking any clarification, extension of the bid submission deadline, or raising any claim, dispute, or grievance at any stage of the tendering process or during execution of the contract. By submitting a bid, the bidder shall be deemed to have fully acquainted themselves with all site conditions, constraints, and requirements, and to have prepared and submitted their proposal in complete conformity with the specifications, terms, and conditions stipulated in the bid document issued by ICAT.
- 4.5 **Site Visit Request and Contact Details:** All requests for site visits shall be made by contacting the undersigned representative of the ICAT
Contact Person: Mrs. Smita Sharma - Civil Department
Contact No.: +91-8800682288
Email ID: smita@icat.in
Contact Person: Mr. Vishnu Chakraborti - Civil Department
Contact No.: +91-8875543234
Email ID: vishnu.chakraborti@icat.in
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:** 08/04/2026
 - **Time:** 1400 Hrs.
 - **Venue:** Civil Meeting Room, International Centre for Automotive Technology (ICAT Centre -1), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana - India)
 - **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**
- Bidders are required to submit their queries, if any, in writing to smita@icat.in, vishnu.chakraborti@icat.in, vikas.sharma@icat.in & javed.rahi@icat.in by 06/04/2026 up to 1700 Hrs.
 - Queries should be submitted in the following format (**Form - IX**):

Additional Terms and Conditions (ATC)

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. Earnest Money Deposit (EMD)

7.1 EMD Amount: Bidders are required to submit an Earnest Money Deposit (EMD) of **INR 76,00,000/- (Rupees Seventy-Six Lakh Only)** along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

7.2 Bid Rejection in Absence of EMD/Declaration

- Bids submitted without the requisite EMD or valid exemption documents or duly signed Declaration/Undertaking in lieu of EMD in the prescribed format **"Form-IV"** shall be summarily rejected as non-responsive.
- Submission of incorrect, expired, or manipulated exemption certificates may lead to disqualification and blacklisting as per applicable procurement rules.

7.3 Forfeiture of EMD: The EMD shall be liable to forfeiture in the following cases

- If the bidder withdraws or modifies the bid during the bid validity period.
- In case of any false declaration or non-compliance with tender terms.
- If the successful bidder fails to sign the contract or submit the required Performance Security within the stipulated time.

7.4 Refund of EMD: EMD's of unsuccessful bidders shall be refunded without interest after finalization of the contract. For the successful bidder, EMD may be adjusted against the Performance Security, if applicable.

8. 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/ATC document. Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid.
- **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.

Additional Terms and Conditions (ATC)

9. 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.
- **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.

10. **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.

Appointment of DEA for Civil e-Procurements

Additional Terms and Conditions (ATC)

Chapter - 3

Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): *INR 76,00,000/- (Rupees Seventy-Six Lakh Only)* can be submitted in form of NEFT/RTGS/FDR/DD/Bank Guarantee/Banker's Cheque drawn in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name "International Centre for Automotive Technology".

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 76,00,000/- through NEFT/RTGS)

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

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

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

Key Note's

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

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

- The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity or on submission of false documents/undertaking.
- Without the written consent of ICAT, it has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
- Does not reply to any queries that may be raised after opening of technical/financial bids.
- If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".

Additional Terms and Conditions (ATC)

Chapter - 4

Evaluation under Quality-cum-Cost Based Selection (QCBS) Methodology

General: The selection of the Bidder shall be carried out under the Quality-cum-Cost Based Selection (QCBS) methodology, wherein both the technical merit and financial quote of the Bidder shall be considered.

Two-Stage Evaluation Process

A. Technical Evaluation Stage

- The Technical Proposals shall be evaluated based on the criteria specified in Technical Evaluation Criteria.
- Each proposal shall be assigned a Technical Score (T.S.) out of 100 marks.
- Only those Bidders securing a minimum of 70 marks shall be declared technically qualified.
- Financial Bids of only technically qualified Bidders shall be opened.

B. Financial Evaluation Stage

- The Financial Proposals of technically qualified Bidders shall be evaluated.
- The Bidder quoting the Lowest Quoted Price (LQP) shall be assigned a Financial Score (F.S.) of 100 marks.
- The Financial Scores of other Bidders shall be calculated as per the following formula:

$$F.S. = \left(\frac{LQP}{QP} \right) \times 100$$

Where:

- F.S. = Financial Score
- LQP = Lowest Quoted Price
- QP = Quoted Price of the Bidder

C. Weightage and Final Scoring - The scores shall be combined using the following weightages

- **Technical Score (T.S.)** - 70%
- **Financial Score (F.S.)** - 30%

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

D. GeM QCBS Methodology: Notwithstanding anything contained above, the final evaluation and determination of the Highest Ranked Bidder (H1) shall be carried out in accordance with the QCBS formula and evaluation mechanism as prescribed on the Government e-Marketplace (GeM) portal, as amended from time to time.

In case of any variation between the above methodology and the GeM system-generated evaluation, the evaluation results generated through the GeM portal shall prevail and be binding on all bidders.

E. Ranking of Bidders

- Bidders shall be ranked in descending order based on their Combined Score (C.S.), designated as H1, H2, H3, etc.
- The Bidder securing the highest score (H1), as determined through GeM QCBS evaluation, shall be considered for award.
- The award of contract shall be subject to approval of the Competent Authority.

Additional Terms and Conditions (ATC)

F. Technical Evaluation Criteria (Total Marks: 100)

SI No.	Evaluation Parameter	Criteria / Description	Marks	Min. Qualifying Marks	Documents Required
1	Financial Capability	<p>Financial Capability (Maximum 20 Marks) The Bidder shall have an average annual turnover of at least INR 15 Crore during the last three (3) completed financial years (FY 2022-23, 2023-24, 2024-25). ➤ INR 15 Cr - 25 Cr: 10 Marks ➤ > INR 25 Cr - 50 Cr: 15 Marks ➤ > INR 50 Cr: 20 Marks</p>	20	10	Audited Balance Sheets/CA Certificate (with UDIN)
2	Technical Capability - Similar Works	<p>Technical Capability - Similar Works (Maximum 30 Marks) The Bidder shall have successfully completed similar works in the last five (5) financial years meeting any one of the following: ➤ Category I: 3 works ≥ INR 16.72 Cr each; or ➤ Category II: 2 works ≥ INR 20.90 Cr each; or ➤ Category III: 1 work ≥ INR 33.44 Cr Minimum Qualifying Marks: 6 Marks (Meeting Minimum Criteria) Additional marks based on number of completed works: Category I: +2 marks per additional work (up to 15 works) Category II: +3 marks per additional work (up to 10 works) Category III: +5 marks per additional work (up to 6 works) Supporting Documents: Work orders and completion certificates issued by the Clients.</p>	30	10	Work Orders and Completion Certificates issued by Client

Additional Terms and Conditions (ATC)

3	Experience in Government Projects	<p>Experience in Government Projects (Maximum 20 Marks) - The Bidder shall have at least 10 years of experience in execution/construction of Government projects involving building construction and MEP works, including coordination with instrumentation and heavy engineering systems.</p> <p>➤ 10-15 years: 15 Marks ➤ >15-20 years: 18 Marks ➤ >20 years: 20 Marks</p>	20	15	Work Orders and Completion Certificates
4	Personnel Capability	<p>The Bidder shall demonstrate adequate in-house technical manpower:</p> <p>Category I: (25 - 34 Professionals) ➤ 15-20 Civil Engineers (≥15 Years Experience) ➤ 10-14 Mech/Electrical Engineers (≥10 Years Experience) - 10 Marks</p> <p>Category II: (≥ 35 Professionals) ➤ ≥ 21 Civil Engineers ➤ ≥15 Mech/Electrical Engineers - 15 Marks</p>	15	10	<p>Employee list and CVs of proposed key personnel.</p> <p><i>Remarks: List of people to be deployed for the project.</i></p>
5	Specialized Experience Automotive/Lab Infrastructure	<p>Experience in construction/PMC services for laboratory or building infrastructure (≥ INR 5 Crore each) for Automotive Testing Agencies notified under CMVR 126.</p> <p>➤ 1 Project: 10 Marks ➤ >1 Project: 15 Marks</p>	15	10	Work orders and completion certificates issued by the client.
Total Marks			100	**	**

Notes:

1. "Similar Works" shall mean Project Management/Execution of infrastructure projects involving planning, design coordination, and execution of Civil and MEP works for Government/PSU/CPSE.
2. Only completed works supported by valid completion certificates shall be considered for evaluation.
3. Bidders must meet the minimum qualifying marks for each parameter.
4. Bidders must secure at least **70 Marks** overall in Technical Evaluation to qualify for Financial Bid opening.
5. The Employer reserves the right to verify all submitted credentials and seek clarifications, if required.

G. Submission Requirements - The Bidder shall submit the following documents along with the bid

- Letter of Interest

Additional Terms and Conditions (ATC)

- Legal Registration Documents
- Eligibility Declaration
- Organizational Profile
- Documentary evidence for Technical Evaluation parameters
- Details of relevant past experience
- Audited financial statements for last three (3) financial years
- Proposed deployment plan for key personnel
- List of employees along with CVs of proposed project team

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)

Chapter - 5

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**
 - Submission of bid without the required Earnest Money Deposit (EMD), or
 - 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 15 Crore** 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. **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.
4. **Unsatisfactory Client References:** If 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.
5. **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
6. **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.
7. **Segregated Bidding Process and Rejection of Non-Compliant Submissions:** Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.
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.
10. **Bid Rigging and Conflict of Interest:** The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:

Additional Terms and Conditions (ATC)

- **Bid Rigging:** The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.
- **Conflict of Interest: A Conflict of Interest exists or is reasonably deemed to exist if**
 - The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.
 - The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.
 - The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.

11. **Declaration of Integrity:** All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.

12. **Purchaser's Rights:** The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.

13. **Eligibility Restriction under Limited Bidding:** Proposals are invited under a restricted/limited bidding process exclusively from eligible Public Sector Undertakings (PSUs) and Central Public Sector Enterprises (CPSEs) for undertaking end-to-end services, including planning, detailed engineering, design coordination, procurement, and execution of Civil and MEP works for augmentation of infrastructure at International Centre for Automotive Technology (ICAT), Manesar.

Accordingly, participation in this tender is **strictly limited to PSUs/CPSEs only**. Any bid submitted by entities other than eligible PSUs/CPSEs, including private sector firms, joint ventures involving private entities, or any other ineligible organizations, shall be treated as **non-responsive** and shall be **rejected outright** at any stage of the tendering process.

No correspondence, clarification, or justification shall be entertained in this regard, and the decision of ICAT shall be **final and binding** on all such bidders.

Additional Terms and Conditions (ATC)

Chapter - 6

General Conditions of Contract (GCC)

1. **Scope of Supply/Work:** Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar (As per technical specification and scope of work defined in "**Chapter - 1**").
2. **Variation in Scope/Quantity:** Notwithstanding anything contained in this Tender/Contract, International Centre for Automotive Technology (ICAT) reserves the right to increase or decrease the quantity and/or scope of work up to **twenty-five percent (±25%)** of the originally awarded Contract value at any time during the currency of the Contract.
Such variation may be exercised **at any stage up to the original completion period or any extended period thereof**, by issuance of a written notice to the Designated Executing Agency (DEA) and shall be binding on the DEA.
The DEA shall be obligated to execute such varied quantities/scope under the same terms and conditions, including **rates, specifications, and timelines**, as agreed in the Contract, without any claim for additional compensation on account of such variation, except to the extent of the applicable Contract rates.
It is expressly clarified that the above right of ICAT shall be exercisable **even in cases where the originally awarded quantity/scope has already been executed or substantially completed prior to the expiry of the Contract period**.
No variation under this clause shall vitiate or invalidate the Contract, and the DEA shall not be entitled to any compensation or damages on account of such increase or decrease, other than payment for the actual work executed in accordance with the Contract provisions.
3. **Project Completion and Time Schedule**
 - 3.1 **Overall Time for Completion:** The Designated Executing Agency (DEA) shall be responsible for the preparation of Detailed Project Report (DPR), planning, design coordination, execution of Civil and MEP works, testing, commissioning, and final handing over of the Project, complete in all respects, within a total period of **Eight (8) Months**.
 - 3.2 **Submission of Detailed Project Report (DPR):** The DEA shall submit the Detailed Project Report (DPR) within a period of **Thirty (30) days** from the date of award of Contract on GeM or issuance of Work Order by International Centre for Automotive Technology (ICAT), whichever is earlier. Failure to submit the DPR within the stipulated period, without valid justification and prior approval of the Competent Authority, shall constitute a delay attributable to the DEA and may attract appropriate action, including imposition of penalties, as per the provisions of the Contract.
 - 3.3 **Commencement of Completion Period:** The stipulated completion period of Eight (8) Months shall commence from the date of approval of the DPR by ICAT.
 - 3.4 **Time as Essence of Contract:** Time shall be the essence of the Contract, and the DEA shall ensure strict adherence to the timelines specified herein. The DEA shall deploy adequate resources, manpower, and machinery and adopt efficient project management practices to achieve timely completion.
 - 3.5 **Delay and Liquidated Damages:** In the event of failure to complete the work within the stipulated time, Liquidated Damages (LD) shall be levied in accordance with the provisions of the Contract, unless such delay is condoned by the Competent Authority for reasons beyond the control of the DEA.
 - 3.6 **Extension of Time (EoT):** Extension of time shall be granted only under exceptional circumstances, subject to Submission of a detailed and justified request by the DEA within a reasonable time; and Approval by the Competent Authority. Grant of Extension of Time shall be without prejudice to the rights of ICAT to levy Liquidated Damages or take any other action as per the Contract.
 - 3.7 **Milestones and Progress Monitoring:** The DEA shall adhere to such intermediate milestones and deliverables as may be specified in the Contract or as may be prescribed by ICAT during execution.

Additional Terms and Conditions (ATC)

Progress shall be monitored periodically, and the DEA shall furnish progress reports in the format and frequency as required.

4. Liquidated Damages (LD)

- 4.1 **Applicability:** If the Designated Executing Agency (DEA) fails to achieve the stipulated milestones, including submission of the DPR and/or completion of the works within the time specified under this Contract, for reasons attributable to the DEA, the Employer shall, without prejudice to any other rights or remedies available under the Contract, levy Liquidated Damages (LD).
- 4.2 **Rate of Liquidated Damages:** Liquidated Damages shall be levied at the rate of **0.5% (zero-point five percent) of the DEA Fees per week or part thereof of delay, subject to a maximum of 10% (ten percent) of the total Contract Price i.e., DEA Fees.**
- 4.3 **Delay in DPR Submission:** In case of delay in submission of the Detailed Project Report (DPR) beyond the stipulated period of 30 days, LD shall be applicable at the above rate, unless such delay is duly justified by the DEA and approved by the Competent Authority of International Centre for Automotive Technology (ICAT).
- 4.4 **Delay in Project Completion:** If the DEA fails to complete the entire scope of work within the stipulated completion period of Eight (8) Months from the date of DPR approval, LD shall be imposed for the period of delay at the rates specified above.
- 4.5 **Mode of Recovery:** The amount of Liquidated Damages shall be recoverable from any payments due or becoming due to the DEA; or Performance Security or any other security deposit available under the Contract. In the event of insufficient recoveries, the DEA shall be liable to pay the balance amount on demand.
- 4.6 **Non-Penal Nature:** The Parties agree that the Liquidated Damages specified herein represent a genuine pre-estimate of the loss likely to be suffered by the Employer due to delay and shall not be construed as a penalty.
- 4.7 **Exceptions:** Liquidated Damages shall not be levied in cases where delay is attributable to the ICAT; or delay is due to Force Majeure events, duly established in accordance with the Contract; or Extension of Time (EoT) has been granted without levy of LD by the Competent Authority.
- 4.8 **Levy Without Prejudice:** Imposition of Liquidated Damages shall be without prejudice to the Employer's right to Terminate the Contract; or recover any additional damages or losses suffered; or take any other action as deemed appropriate under the Contract provisions.

5. Remuneration Structure

- 5.1 The Designated Executing Agency (DEA) shall quote its remuneration as a percentage of the actual executed cost of Civil, Utility, and IT works, exclusive of GST.
- 5.2 The quoted percentage shall be deemed to be all-inclusive and shall cover the entire scope of services under this tender, including but not limited to design, drawings, consultancy, project management, supervision, coordination, and all allied and incidental services required for successful execution and completion of the project.
- 5.3 Payments to Civil and MEP contractors shall be released by the DEA based on milestone-linked progress, limited to the lower of physical progress or financial progress certified at site.
- 5.4 The DEA shall ensure timely certification, processing, and release of payments to contractors to facilitate uninterrupted execution of works.

6. Payment Terms for DEA and Execution Works (Contractors)

6.1 Payment Schedule (DEA Fees)

- 30% of DEA fees shall be released upon submission and acceptance of the *Detailed Project Report (DPR)* for the respective project.
- 20% of DEA fees shall be released upon award and placement of all *Civil and MEP* contracts.
- 30% of DEA fees shall be released upon substantial completion of *Civil and MEP* works.

Additional Terms and Conditions (ATC)

- The balance payment shall be released upon final handover of the completed works to ICAT. The final payment shall be calculated based on the approved financial bid percentage and the actual executed cost of works under the contract.
- “DEA Fee” shall mean the percentage fee quoted by the bidder and accepted by ICAT as per the financial bid.
- The DEA shall furnish a **Performance Bank Guarantee (PBG) equivalent to 5% i.e., INR 1,90,00,000/- (Rupees One Crore Ninety Lakh Only)** of the estimated project cost as mentioned in the tender document.

Note: Fifty percent (50%) of the Design and Engineering Agency (DEA) fees, in accordance with the payment schedule specified above, shall be released upon approval of the Detailed Project Report (DPR), calculated on the basis of the approved DPR value and the percentage fee quoted by the DEA. The remaining fifty percent (50%) of the DEA fees shall be released in accordance with the payment schedule specified above and shall be computed by applying the percentage fee quoted by the DEA to the value of Civil and MEP works actually awarded and executed at ICAT by the Designated Execution Agency. The final payment shall be subject to adjustment on account of any difference between the approved DPR value and the actual value of Civil and MEP works executed. Any excess payment made shall be recoverable, and any shortfall shall be payable, in accordance with the terms of the Contract.

6.2 Payment for Execution Works (Contractors)

- The DEA shall submit to ICAT, on monthly basis, Running Account (RA) Bills duly certified for the value of work executed, materials supplied, and/or services rendered at site, in accordance with the terms of the Contract. Upon receipt and verification of such RA Bills for completeness, accuracy, and compliance with contractual provisions, ICAT shall process and release the admissible payment within a period of fifteen (15) working days from the date of acceptance of the verified RA Bill
- The DEA shall be responsible for verification, certification, and processing of such bills in accordance with contractual provisions and applicable rules.
- The DEA shall ensure timely payment to contractors to avoid delay in execution.
- Upon receipt of funds from ICAT, the DEA shall ensure immediate release of payments to respective contractors without undue delay.
- The successful bidder/contractor shall furnish a Performance Security in the form of a Performance Bank Guarantee (PBG) equivalent to 5% of the total awarded contract value, in favour of the Designated Executing Agency (DEA), valid for the entire contract period including Defect Liability Period, in accordance with the provisions of the contract.
- Retention money shall be deducted from each Running Account (RA) bill at rates prescribed under CPWD Works Manual and shall be maintained by the DEA in accordance with applicable rules. Release, management, and refund of retention money shall be governed strictly as per CPWD Works Manual provisions.
- The DEA shall ensure enforcement of contractual provisions including levy of Liquidated Damages (LD), penalties, and other contractual remedies in case of delay, non-performance, or breach by contractors, in accordance with tender provisions.
- Final settlement of accounts shall be undertaken only after completion of all works, submission of as-built documentation, clearance of statutory obligations, and issuance of Completion and Utilization Certificate.
- All payments, certifications, and financial decisions shall be subject to approval of the Competent Authority of ICAT.
- All financial transactions shall be governed by applicable provisions of GFR 2017, CPWD Works Manual, and other Government of India financial rules.

Additional Terms and Conditions (ATC)

7. **Defect Liability Period (DLP) including Latent Defect Liability**
- 7.1 **Defect Liability Period:** The Designated Executing Agency (DEA) shall be fully responsible for the quality, workmanship, materials, design coordination (where applicable), and overall performance of all Civil and MEP works executed under this Contract. The Defect Liability Period (DLP) shall be a minimum of **twenty-four (24) months** and shall commence from the date of Final Acceptance/Taking Over of the Project by International Centre for Automotive Technology (ICAT).
- 7.2 **Latent Defect Liability:** In addition to the above Defect Liability Period, the DEA shall remain liable for latent defects, which may not be discoverable during the Defect Liability Period through reasonable inspection or testing. The DEA shall be responsible for rectification of any such latent defects arising out of Defective design coordination (where applicable), Faulty workmanship, Defective materials, or Non-compliance with specified standards or statutory requirements. Notwithstanding the expiry of the Defect Liability Period. Such latent defect liability shall subsist for a period as per applicable law and/or up to the design life of the relevant system, whichever is longer, unless otherwise specified in the Contract.
- 7.3 **Scope of Responsibility During DLP:** During the Defect Liability Period, the DEA shall, at its own cost and risk **Repair, rectify, or replace any defect or deficiency in Civil and MEP works; Ensure uninterrupted functionality and performance of all installed systems; and Maintain compliance with design intent, safety standards, and statutory requirements.**
- 7.4 **Responsibility for Claims:** The DEA shall be solely responsible and liable for any claims, damages, losses, or liabilities arising during the Defect Liability Period, including latent defects, attributable to execution, materials, or workmanship under this Contract. This shall include third-party claims, operational disruption, and any consequential losses arising due to such defects.
- 7.5 **Rectification Obligations:** Upon notification by ICAT, the DEA shall promptly attend to and rectify defects within the stipulated time. In case of failure, ICAT shall be entitled to **carry out rectification through third parties at the risk and cost of the DEA; and/or recover such costs from any dues or securities payable to the DEA.**
- 7.6 **Extension of Liability:** If rectification of defects impacts system performance or usability, the Defect Liability Period for the affected component shall be deemed extended until satisfactory rectification is completed and accepted by ICAT.
- 7.7 **Release of Performance Security:** The Performance Security shall be released only after **Completion of the Defect Liability Period (minimum 24 months); Satisfactory closure of all defect rectification works; and Settlement of all latent defect-related liabilities, if any, as certified by ICAT.**
8. **Performance Security**
- 8.1 **Submission of Performance Security:** The successful Bidder, upon award of the Contract, shall furnish a **Performance Security** in the form of an unconditional and irrevocable **Performance Bank Guarantee (PBG)** issued by a scheduled commercial bank in India.
- 8.2 **Value of Performance Security:** The Performance Security shall be for an amount equivalent to **5% (five percent)** of the estimated project cost, i.e., **INR 1,90,00,000/- (Rupees One Crore Ninety Lakh Only)**, as specified in the Tender Document.
- 8.3 **Validity:** The Performance Bank Guarantee shall remain valid for the entire duration of the Contract, including **Project Completion Period; and Defect Liability Period (DLP) applicable to Civil and MEP works executed under the Contract.** The PBG shall be kept valid and enforceable until all contractual obligations of the DEA, including rectification of defects during the Defect Liability Period, are duly fulfilled.
- 8.4 **Submission Timeline:** The Performance Security shall be submitted within the time period specified in the Letter of Award (LoA)/Work Order, failing which the award may be liable for cancellation, and other actions may be taken as per tender conditions.
- 8.5 **Invocation of Performance Security:** The Performance Security shall be liable to be invoked, either wholly or partially, by International Centre for Automotive Technology (ICAT), without prejudice to any other rights or remedies available under the Contract, in the event of **failure of the DEA to**

Additional Terms and Conditions (ATC)

perform or comply with contractual obligations; failure to remedy defects during the Defect Liability Period; termination of the contract due to default of the DEA; or any loss or damage caused to ICAT due to acts or omissions of the DEA.

- 8.6 **Release of Performance Security:** The Performance Security shall be released only after **successful completion of the project; completion of the defect Liability Period; and Issuance of a certificate by ICAT confirming satisfactory performance and fulfilment of all contractual obligations by the DEA.**
- 8.7 **No Interest:** No interest shall be payable by ICAT on the Performance Security amount.
- 8.8 **Replacement/Extension:** The DEA shall ensure timely extension or replacement of the Performance Bank Guarantee, as may be required, to maintain its validity throughout the Contract period. Failure to do so shall constitute a breach of Contract.

9. Subcontracting/Appointment of Contractors by DEA

9.1 **General Principle:** The Designated Executing Agency (DEA) shall be solely responsible for the **end-to-end planning, design coordination, procurement, execution management, quality assurance, testing, commissioning, and handing over** of the Project. The DEA shall act as the single point of responsibility for execution of the Works and shall ensure full compliance with the Contract requirements.

9.2 **Appointment of Civil and MEP Contractors:** The DEA shall be permitted to appoint specialized Civil and MEP Contractors for execution of works at the site of International Centre for Automotive Technology (ICAT), subject to the following conditions:

- The Civil and MEP Contractors shall be engaged by the DEA under its own contractual arrangements.
- Such contractors shall be responsible only for execution support and shall have no privity of contract with ICAT.
- The DEA shall remain the **principal employer and single point of responsibility** for all contractual obligations.

9.3 **Responsibility of DEA:** Notwithstanding engagement of any Civil or MEP Contractors, the DEA shall remain fully and solely responsible for

- Overall project management and execution.
- Design coordination and integration of Civil and MEP systems.
- Quality assurance and adherence to specifications.
- Compliance with timelines and milestones.
- Safety, statutory compliance, and site management.
- Defect rectification during Defect Liability Period and latent defect liability.

The DEA shall be fully accountable for all acts, omissions, defaults, negligence, or breach of contract by its appointed contractors as if such acts were those of the DEA itself.

9.4 **Prior Approval of ICAT:** The DEA shall obtain prior written approval of ICAT before appointment of any Civil or MEP Contractor. ICAT reserves the right to

- Approve or reject any proposed contractor without assigning reasons.
- Require replacement of any contractor already engaged, if found unsuitable.
- Impose additional conditions for engagement of contractors as deemed necessary.

9.5 **Restrictions on Subcontracting: The DEA shall ensure that**

- Core responsibilities including project management, design coordination, billing certification, and overall execution control are not subcontracted or delegated.
- No further subcontracting by appointed Civil/MEP contractors is permitted without ICAT approval.
- No assignment or transfer of contractual obligations is made by DEA or its contractors.

Additional Terms and Conditions (ATC)

- 9.6 **No Employer–Contractor Relationship:** The engagement of Civil and MEP Contractors by the DEA shall not create any contractual, financial, or legal relationship between ICAT and such contractors. ICAT shall have no liability whatsoever towards any such contractor.
- 9.7 **Compliance with Law and Safety:** The DEA shall ensure that all appointed contractors comply with
- Applicable labour laws, safety regulations, and statutory requirements.
 - Site safety protocols and ICAT instructions.
 - Environmental and quality standards applicable to the Works.
- 9.8 **Breach of Clause:** Any unauthorized appointment of contractors or violation of this clause shall constitute a material breach of Contract, entitling ICAT, without prejudice to other rights, to
- Terminate the Contract.
 - Invoke Performance Security; and/or
 - Take any other action as per applicable government procurement rules.
- 9.9 **CPWD-Aligned Interpretation:** This clause shall be interpreted in consonance with CPWD GCC principles, wherein the contractor remains fully responsible for all works executed through subcontractors, without dilution of contractual liability.
10. **Rights of Employer (ICAT):** Notwithstanding anything contained elsewhere in this Tender/Contract, International Centre for Automotive Technology (ICAT) reserves the following rights, which shall be exercised in accordance with applicable laws, Government of India procurement guidelines, and standard CPWD practices.
- 10.1 ICAT reserves the absolute right to accept or reject any or all bids, either wholly or partially, at any stage of the tendering process, without assigning any reason whatsoever. ICAT may also annul the tender process or waive minor deviations or irregularities in bids that do not materially affect the substance of the proposal.
- 10.2 ICAT shall have the right to verify all documents, credentials, and information submitted by the Bidder/DEA and to seek clarifications or additional details at any stage of evaluation or execution. ICAT may independently assess the capability and past performance of the Bidder through references, site visits, or any other appropriate means.
- 10.3 ICAT reserves the right to modify, alter, increase, or decrease the scope of work at any stage during execution of the Contract. This includes the addition or deletion of items, quantities, or components, and issuance of variations or change orders, as may be deemed necessary in the interest of the Project.
- 10.4 ICAT shall have the right to monitor, supervise, and inspect all works and activities undertaken by the DEA, including those executed through Civil and MEP Contractors. ICAT or its authorized representatives may inspect materials, workmanship, site records, and progress at any time and issue instructions or directions relating to quality, safety, and execution, which shall be binding on the DEA.
- 10.5 ICAT reserves the right to approve or reject any Civil or MEP Contractor proposed to be engaged by the DEA. ICAT may also direct replacement of any contractor found unsuitable, non-performing, or not complying with contractual requirements, and may impose conditions for their engagement.
- 10.6 ICAT shall have the right to withhold, deduct, or recover payments in case of delay, non-performance, defective work, or breach of contractual provisions. ICAT may also recover any dues, Liquidated Damages, penalties, or other recoverable amounts from payments due or from any security available under the Contract.
- 10.7 ICAT reserves the right to invoke the Performance Security, either wholly or partially, in the event of failure of the DEA to perform its contractual obligations, non-rectification of defects, termination due to default, or any loss or damage caused to ICAT.
- 10.8 In the event of failure or default by the DEA, ICAT shall have the right to get the balance or defective work executed through alternate agencies at the risk and cost of the DEA, and recover the additional expenditure incurred from the DEA's dues or securities.

Additional Terms and Conditions (ATC)

- 10.9 ICAT shall have the right to impose Liquidated Damages for delays and penalties for non-compliance with quality, safety, statutory, or contractual requirements, as per the provisions of the Contract.
- 10.10 ICAT reserves the right to terminate the Contract, in whole or in part, in accordance with the Contract provisions, in case of material breach, persistent default, insolvency, unauthorized subcontracting, or failure of the DEA to meet timelines or performance standards.
- 10.11 ICAT may also initiate action for blacklisting or debarment of the DEA in accordance with applicable Government rules in cases of fraudulent practices, misrepresentation, or continued non-performance.
- 10.12 All instructions issued by ICAT or its authorized representatives during execution shall be binding on the DEA, and the DEA shall comply with such instructions promptly and diligently.
- 10.13 Without prejudice to the above, ICAT shall be entitled to exercise any other rights available to it under applicable laws, Government procurement policies, and established CPWD General Conditions of Contract practices, which shall be deemed to form part of this Contract.
- 11. Intellectual Property Rights (IPR):** All documents, drawings, designs, reports, specifications, data, calculations, software outputs, models, and other deliverables prepared, developed, or submitted by the Designated Executing Agency (DEA) in connection with this Contract (hereinafter referred to as "Project Documents") shall become the **exclusive property** of International Centre for Automotive Technology (ICAT) upon submission and/or payment, as applicable. ICAT shall have the unrestricted right to use, reproduce, modify, adapt, and utilize such Project Documents for the Project and any future or related works, without any further payment or consent of the DEA. The DEA hereby assigns to ICAT all rights, title, and interest in the Project Documents, including any intellectual property rights therein, to the extent permitted under applicable law. The DEA shall ensure that all such documents are original or that it has obtained valid rights/licenses for their use and assignment to ICAT. Notwithstanding the above, the DEA shall retain the right to use its **pre-existing intellectual property, proprietary methodologies, standard designs, software tools, templates, know-how, and processes** (collectively referred to as "Background IP"), provided that such use does not restrict ICAT's rights over the Project Documents. To the extent any Background IP is embedded in the Project Documents, the DEA hereby grants to ICAT a **perpetual, irrevocable, royalty-free, non-exclusive license** to use, modify, and operate the same for the purposes of the Project and its operation, maintenance, modification, and expansion. The DEA shall ensure that the Project Documents and execution of the works do not infringe upon any **third-party intellectual property rights**. The DEA shall be solely responsible for obtaining all necessary licenses, permissions, and consents required for use of any third-party intellectual property in the execution of the Project. The DEA shall **indemnify and keep indemnified** ICAT against all claims, damages, losses, costs, and expenses arising out of any infringement or alleged infringement of intellectual property rights of any third party in connection with the execution of the Contract or use of Project Documents. All Project Documents shall be treated as **confidential**, and the DEA shall not use, disclose, publish, or share the same with any third party without prior written approval of ICAT, except as required for execution of the Contract. Upon completion or termination of the Contract, the DEA shall hand over all Project Documents, including soft and hard copies, drawings, and data, to ICAT and shall not retain or use the same for any purpose inconsistent with the rights of ICAT. Nothing contained herein shall restrict ICAT's right to use the Project Documents for **operation, maintenance, replication, expansion, or future projects**, either directly or through any third party.
- 12. Indemnity:** The Designated Executing Agency (DEA) shall indemnify, defend, and hold harmless International Centre for Automotive Technology (ICAT), its officers, employees, representatives, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs,

Additional Terms and Conditions (ATC)

and expenses (including reasonable legal fees and expenses) arising out of or in connection with the execution of the Contract.

Without prejudice to the generality of the foregoing, the DEA shall be solely responsible for and shall indemnify ICAT against any claims arising from:

- Any act, omission, negligence, or default of the DEA, its employees, agents, or contractors (including Civil and MEP Contractors engaged by the DEA).
- Breach of any terms and conditions of the Contract by the DEA.
- Any defect in design coordination, workmanship, materials, or execution of Civil and MEP works.
- Violation of applicable laws, statutes, rules, regulations, or statutory requirements.
- Injury to or death of any person, including personnel of ICAT or third parties.
- Loss of or damage to property, whether belonging to ICAT or any third party.
- Any third-party claims, including those arising during the Defect Liability Period and on account of latent defects.
- Any infringement or alleged infringement of intellectual property rights.

The DEA shall also indemnify ICAT against all **labour-related claims**, including those arising under applicable labour laws such as wages, compensation, social security contributions, and statutory compliances, in respect of personnel engaged by the DEA or its contractors.

The indemnity obligations of the DEA shall survive the **completion, termination, or expiry** of the Contract and shall remain enforceable notwithstanding settlement of final bills.

ICAT shall promptly notify the DEA of any claim or proceeding in respect of which indemnity is sought. The DEA shall, at its own cost, take all necessary steps to defend or settle such claims, in consultation with ICAT. ICAT shall have the right to participate in such proceedings at its own discretion.

In the event the DEA fails to discharge its indemnity obligations, ICAT shall have the right to recover the amount of such claims, losses, or expenses from any dues payable to the DEA, including **Performance Security**, or otherwise as per law.

This indemnity shall be in addition to, and not in substitution of, any other rights and remedies available to ICAT under the Contract or applicable law.

13. **Acceptance of Terms:** The bidder is required to sign and stamp all pages of the tender document, including any corrigenda or annexures, as a token of unconditional acceptance of all terms, conditions, and obligations stated therein. Failure to comply with this requirement may result in rejection of the bid on procedural grounds.
14. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
15. **Delivery Terms:** The delivery of all materials, equipment, components, and tools required for the execution of the contract shall be on a Free on Road (FOR) basis to the ICAT Project Site at Manesar. The responsibility for packing, forwarding, loading, transportation, transit insurance, and unloading of all goods at the designated ICAT site shall rest solely with the Contractor. All deliveries shall be made in good condition, properly secured, and ready for immediate use or installation, as applicable under the contract.
16. **Offer Validity:** Offers should be valid for a minimum of **One Hundred Eighty (180) Days** from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.

Additional Terms and Conditions (ATC)

17. **Rejection of Conditional Bids:** Bidders are required to submit their offers strictly in accordance with the terms, conditions, and specifications stipulated in this tender document. Conditional bids or bids containing deviations, assumptions, qualifications, or conditions not expressly permitted in the tender shall be considered non-responsive and are liable to be summarily rejected without any further notice or obligation on the part of the Purchaser. The Purchaser shall not entertain any correspondence or clarification on such rejected bids, and the decision of the Purchaser in this regard shall be final, binding, and non-contestable.
18. **Qualification Criteria:** Only those bids that meet the technical specifications and evaluation criteria as outlined in the tender document shall be considered. Bidders must provide all necessary documentation to demonstrate compliance with these criteria.
19. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.
20. **Project Site:** International Centre For Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, IMT Manesar, Gurugram - 122051 (Haryana).
21. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)
22. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.
23. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
24. **Unsatisfactory Performance:** If, at any stage during the execution of the Contract, International Centre for Automotive Technology (ICAT) is of the opinion that the performance of the Designated Executing Agency (DEA) is unsatisfactory, including but not limited to delays in progress, poor quality of work, non-compliance with specifications, inadequate deployment of resources, or failure to adhere to contractual obligations, ICAT shall have the right to take appropriate action as provided herein.

In such cases, ICAT may issue a **written notice** to the DEA specifying the deficiencies and calling upon the DEA to rectify the same within a stipulated time period. The DEA shall promptly take corrective measures and submit a compliance report to ICAT within the specified time.

In the event that the DEA fails to take satisfactory corrective action within the stipulated time, ICAT shall have the right, without prejudice to any other rights and remedies available under the Contract, to:

- Withhold or suspend payments due to the DEA.
- Impose penalties and/or Liquidated Damages as per Contract provisions.
- Reduce the scope of work or withdraw part of the work and get the same executed through alternative agencies at the **risk and cost of the DEA**.
- Direct replacement of key personnel, Civil or MEP Contractors, or any resources deployed by the DEA.
- Invoke the Performance Security, either wholly or partially.
- Terminate the Contract, in whole or in part, for default.

Additional Terms and Conditions (ATC)

ICAT may also undertake or arrange for **independent inspection, quality audit, or third-party review** of the works, and the findings thereof shall be binding on the DEA for the purpose of determining performance deficiencies.

Any additional cost incurred by ICAT due to corrective actions, including engagement of alternate agencies, rectification of defective works, or delay in completion, shall be recoverable from the DEA's dues, including Performance Security or any other amounts payable under the Contract.

Persistent non-performance, repeated defaults, or failure to achieve agreed milestones may also result in **blacklisting or debarment** of the DEA in accordance with applicable Government of India rules and procedures.

The provisions of this clause shall be **without prejudice** to ICAT's rights under other provisions of the Contract and applicable law.

25. **Termination of Contract for Unsatisfactory Performance:** If, at any stage during the execution of the Contract, International Centre for Automotive Technology (ICAT) determines that the performance of the Designated Executing Agency (DEA) is unsatisfactory, including but not limited to delay in execution, substandard quality of Civil and MEP works, failure to meet milestones, or non-compliance with contractual obligations, ICAT shall issue a written notice to the DEA highlighting the deficiencies and treating the same as a formal warning.

In the event the DEA fails to rectify the identified deficiencies or does not take adequate corrective measures within **fifteen (15) days** from the date of issuance of the first notice, ICAT shall issue a **second and final notice**, requiring the DEA to comply with the contractual requirements within the stipulated timeframe.

If the DEA continues to remain non-compliant or fails to achieve the required performance standards even after issuance of the second notice, ICAT shall have the right to **terminate the Contract and/or Work Order, in whole or in part**, by giving **one (1) month's written notice**, without assigning any further reason and without any liability whatsoever on the part of ICAT.

Upon such termination, the following provisions shall apply:

- The Contract shall stand **terminated and become void** upon expiry of the notice period.
- ICAT shall have the right to **withhold, adjust, or forfeit any payments** due to the DEA, in part or in full, in accordance with the provisions of the Contract.
- The DEA shall not be entitled to any **further claims, compensation, or damages** arising out of such termination.
- The DEA shall, at its own cost and risk, **demobilize and remove all personnel, equipment, materials, and temporary works** from ICAT premises within a period of **thirty (30) days** from the effective date of termination.
- In case of failure to vacate the premises within the stipulated period, ICAT shall be entitled to take necessary **legal and administrative action**, including removal of such materials at the risk and cost of the DEA.

Termination under this clause shall be without prejudice to ICAT's rights to:

- Invoke Performance Security;
- Recover any losses, damages, or additional costs incurred;
- Get the balance work executed through alternate agencies at the risk and cost of the DEA; and
- Initiate action for blacklisting/debarment as per applicable Government rules.

The decision of the **Competent Authority of ICAT** regarding determination of unsatisfactory performance and termination of the Contract shall be **final and binding** on the DEA.

26. **Dispute Resolution (Arbitration):** In the event of any dispute or difference arising between the International Centre for Automotive Technology (ICAT) and the Contractor/Supplier in connection with or arising out of this Contract, including any matter relating to the interpretation or

Additional Terms and Conditions (ATC)

performance of its terms, the parties shall endeavor to resolve such disputes amicably through mutual discussion and consultation.

If the dispute remains unresolved after *thirty (30) days* of such mutual discussions, the matter shall, subject to the provisions herein, be referred to arbitration in accordance with the *Arbitration and Conciliation Act, 1996*, and any amendments thereto.

Subject to the guidelines issued by the *Department of Expenditure, Ministry of Finance, vide OM No. F.1/2/2024-PPD dated 03.06.2024*, arbitration shall be an available method of dispute resolution only where the value of the dispute is less than **₹10 crores (Rupees Ten Crore)**. This threshold refers to the value of the dispute and not the overall value of the contract. For disputes where the value exceeds **₹10 crores**, the parties shall resolve the matter through appropriate judicial forums and arbitration shall not be applicable. Where arbitration is permissible, a Sole Arbitrator shall be appointed by the Director (ICAT), with the mutual concurrence of both parties. The decision of the Sole Arbitrator shall be final and binding on both parties.

The arbitration proceedings shall be conducted in the English language, and the venue of arbitration shall be Gurugram, Haryana. The parties agree that they shall not approach any court of law for the resolution of disputes unless the arbitration mechanism provided herein is exhausted, where applicable.

Subject to the above, the courts at Gurugram, Haryana, shall have exclusive jurisdiction over all matters arising under this contract.

27. **Force Majeure:** For the purpose of this Contract, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party (the Successful Bidder or ICAT) which was not reasonably foreseeable, or which, with the exercise of due diligence, could not have been foreseen or prevented, and which materially and adversely affects the performance of obligations under this Contract.

Events qualifying as Force Majeure shall include, but not be limited to, the following:

- Natural calamities such as floods, droughts, earthquakes, hurricanes, cyclones, lightning, or other acts of God.
- Pandemics or epidemics, or any public health emergency declared by competent authorities.
- Acts of war (declared or undeclared), hostilities, invasion, armed conflict, terrorism, civil unrest, riots, or sabotage.
- Acts or orders of Government authorities, including but not limited to quarantine restrictions, embargoes, prohibitions, or trade restrictions imposed by any competent government authority.
- Freight embargoes, restrictions on transportation, or any unforeseen change in law or government policy materially impacting contract performance.

Obligations during Force Majeure: The party affected by a Force Majeure event shall, within Seven (7) Calendar Days of the occurrence of such event, notify the other party in writing, providing sufficient details and evidence of the Force Majeure circumstances and its anticipated impact on the performance of contractual obligations.

Neither party shall be held liable for any delay or failure in the performance of its contractual obligations arising directly from such Force Majeure event, provided that:

- The obligations affected are directly related to the Force Majeure event.
- The affected party takes all reasonable steps to mitigate the effect of the Force Majeure on the performance of the contract.
- The performance is resumed as soon as reasonably practicable after the Force Majeure event ceases.

If the period of delay due to Force Majeure extends beyond sixty (60) days, either party shall have the right to terminate the contract by giving fifteen (15) days' written notice, without any financial

Additional Terms and Conditions (ATC)

repercussion or liability on either side, subject to settlement of dues already accrued prior to such termination.

The decision of ICAT regarding the existence, duration, and impact of Force Majeure shall be final and binding on the successful bidder.

28. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
 - 28.1 **"Corrupt Practice"** means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
 - 28.2 **"Fraudulent Practice"** means misrepresentation or omission of facts in order to execution of contract.
 - 28.3 **"Collusive Practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - 28.4 **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
 - 28.5 During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
 - 28.6 Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.
29. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behaviour, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
30. **Integrity Clause**
 - 30.1 **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
 - 30.2 **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
 - 30.3 **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.
 - 30.4 **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
 - 30.5 **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.
 - 30.6 **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.

Additional Terms and Conditions (ATC)

- 31. Purchase Preference Policies of the Government:** Unless otherwise stipulated in the Tender, ICAT reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives.
- Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
 - Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
 - Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or
 - Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document
- 32. Local Content Declaration** (as per PPP-MII order from DPIIT, Govt of India, Ministry of Commerce): This tender is governed by extant PPP-MII order dated 19.07.24 and subsequent revisions (if any), issued by DPIIT, Government of India. Hence, all bidders must submit a certificate stating following details (Proforma for MII certificate has been attached vide **Form - XIV**):
- Percentage of local content in offered products**
 - Place (s) of value addition in India**
- Note:**
- For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT.
 - Eligibility: only class I and class II local supplier as per extant PPP-MII order dated 19.07.24 are eligible to bid for the tender.
 - In case the tender value is more than **INR 10 Crores**, the suppliers (bidders) shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - Non-submission of the same shall render the bid ineligible for further consideration.
- 33. Compliance to Restrictions under Rule 144 (xi) of GFR 2017:** OM dad. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India provides guidelines in terms of dealing with Bidders representing Countries sharing land border with India. Undertaking at "**Form - XIII**" to be provided.

Additional Terms and Conditions (ATC)
Chapter - 7
Special Conditions of Contract

The table below provides Special Conditions of Contract for this Tender Document. The following clauses under this Special Conditions of Contract (SCC) complements to the corresponding clauses in the Tender. Whenever there is a conflict, the provisions herein prevail over those in the tender.

SI No.	Conditions	Reference Clause
1	Scope of Work/Services	<i>Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar (As per technical specification and scope of work defined in "Chapter - 1")</i>
2	Variation in Scope/Quantity	<i>Refer Clause 2 of Chapter - 6 (General Conditions of Contract)</i>
3	Project Completion and Time Schedule	<i>Refer Clause 3 of Chapter - 6 (General Conditions of Contract)</i>
4	Liquidated Damages	<i>The liquidated damages shall be calculated at a rate of 0.5% (zero-point five percent) of the DEA Fees per week or part thereof of delay, subject to a maximum of 10% (ten percent) of the total Contract Price i.e., DEA Fee. The liquidated damages shall be deducted from the final payment to the bidder. Refer Clause 4 of Chapter - 6 (General Conditions of Contract)</i>
5	Payment Terms	<i>Refer Clause 6 of Chapter - 6 (General Conditions of Contract)</i>
6	Defect Liability Period Including Latent Defect Liability	<i>Refer Clause 7 of Chapter - 6 (General Conditions of Contract)</i>
7	Performance Security	<i>The Performance Security shall be for an amount equivalent to 5% (five percent) of the estimated project cost, i.e., INR 1,90,00,000/- (Rupees One Crore Ninety-Lakh Only), as specified in the Tender Document. Refer Clause 8 of Chapter - 6 (General Conditions of Contract)</i>
8	Subcontracting	<i>Refer Clause 9 of Chapter - 6 (General Conditions of Contract)</i>
7	Method of Bid Evaluation	QCBS Methodology

Additional Terms and Conditions (ATC)

Form "I"

Performa for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurugram - 122 051 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

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

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

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will

Additional Terms and Conditions (ATC)

not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

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

Date:

Bank

Corporate Seal of the Bank

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

Appointment of DEAs for CIVIL WORKS

**Additional Terms and Conditions (ATC)
Form "II"**

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

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

Additional Terms and Conditions (ATC)

11	Declaration regarding blacklisting or otherwise by the government departments as given in <i>“Form III”</i>	
12	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	
13	Any other information document: Please specify	

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

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

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

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

For.....

Authorised Signatory

Date:

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)

Form "IV"

Format of Declaration In Lieu of EMD/Bid Security

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

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

Reference: Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar, (Haryana) Under Tender Reference No. ICAT/GeM/CIVIL/DEA/2025-26/469.

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 and Conditions (ATC)

Form "V"

Earnest Money Deposit

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

Date: _____

To,
International Centre for Automotive Technology
Plot - 26, Sector - 3, IMT, Manesar,
Gurugram - 122051 (Haryana)

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms and Conditions (ATC)
Form "VI"
Declaration In Respect of Conflict of Interest

ATC/Tender No. ICAT/GeM/CIVIL/DEA/2025-26/469

Tender Detail: Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar, (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 <i>(Tick whichever is applicable)</i>			
5	CIN/LLPIN of Firm			
6	GST No. of Firm			
7	Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)			
	SI No.	Full Name	DIN	Full Residential Address
	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)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	
Email ID	

Additional Terms and Conditions (ATC)

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 spouses; or
- (3) A person shall be deemed to be the relative of another, if they are related to another in the following manner, namely:
 - a. Father including stepfather,
 - b. Mother including stepmother,
 - c. Son including stepson,
 - d. Son's wife,
 - e. Daughter,
 - f. Daughter's husband,
 - g. Brother including stepbrother,
 - h. Sister including stepsister.

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 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 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 relationships 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

Additional Terms and Conditions (ATC)

result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
 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 that has more than one independent manufacturing unit 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/ Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)

Form "VII"
Undertaking For Product/Service Compliance
(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: Undertaking for Product/Service Compliance

Dear Sir/ Madam,

I/We, [Bidder/Seller's Name] hereby undertake that all the Products/Services offered in response to the tender fully comply with the specifications or requirements mentioned in the tender document. We confirm that the offered products/services meet the technical requirements, standards, and features outlined in the tender. In case of any deviations, we commit to notifying the buyer and obtaining approval before the delivery of products.

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)
Form "VIII"
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,

This is to certify that, the services quoted by our firm M/s.....
is as per the given technical specifications in the tender document & there is no deviation in relation to any conditions / requirements specified in the tender document. It is also to declare that all other commercial clauses stipulated in the tender have been carefully seen. I hereby convey the unconditional acceptance of the same.

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Appointment of DEA for CIVIL/MEP Works

Additional Terms and Conditions (ATC)
Form "IX"
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 **Chapter - 1** or any conditions expressed in **Chapter - 6**

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Appointment of DEA for Civil & MEP Works

Additional Terms and 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 (attested copies of the PO's/WO'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.				
6.				
7.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

Additional Terms and 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)

Dear Sir,

We, [Name of the Bidder], hereby solemnly affirm and declare that:

1. We have not engaged in any corrupt, fraudulent, collusive, coercive, or undesirable practices in competing for or in executing the contract for [Tender/Work/Service Description].
2. We have complied with all applicable laws, regulations, and guidelines including the General Financial Rules (GFR) and relevant procurement manuals issued by the Government of India.
3. We declare that no undue influence or payments have been made or promised to any official or employee of the Procuring Entity in connection with this tender.
4. We understand and agree that violation of this declaration shall result in rejection of our bid, termination of the contract, and/or legal actions as deemed appropriate by the Procuring Entity.
5. We commit to uphold integrity and transparency throughout the tendering process and contract execution.

Thanking you,

Yours faithfully,

[Signature of Authorized Signatory]

[Name of Authorized Signatory]

[Designation]

[Company Seal]

[Date]

Appointment of DEA for Civil & MEP Works

Additional Terms and Conditions (ATC)

Form "XII"

Format for Annual Turnover

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

Ref: Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar, (Haryana) "ATC No. ICAT/GeM/CIVIL/DEA/2025-26/469"

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 II**" 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 15 Crore**
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**

Additional Terms and Conditions (ATC)

Form "XIII"

Declaration regarding "Restrictions on Procurement from a Bidder of a Country Which Shares a Land Border with India".

(To be submitted on Applicant's Letter Head)

To,
International Centre For Automotive Technology
Unit - National Automotive Board
Plot - 26, Sector - 3, Near HSIIDC Office
IMT Manesar, Gurgaon 122051

Dear Sir,

With reference to our bid proposal for participation in ICAT tender for **Appointment of Designated Execution Agency (DEA) for Civil and MEP at ICAT Centre - 2, Manesar, (Haryana) "ATC No. ICAT/GeM/CIVIL/2025-26/469"**, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure.

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____ Place: _____

Seal of Organization & Signature of Authorized Applicant

Additional Terms and Conditions (ATC)
Form "XIV"
Certificate Regarding Declaration of Local Content
(On the Bidder Letter Head)

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

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 4th June' 2020

Ref: NIT/GeM Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing offered/quoted against aforementioned tender by M/s _____, the same is in compliance with Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 4th June' 2020** and the bidder shall strictly abide by all provisions of the subject notification.

SI. No.	Description of Goods/Services	Percentage of Local Content
1		

Thanking You,

Yours Faithfully,

Authorised Signatory

Date.....

Place.....